



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, August 13, 2025

5:30 PM

324 S. Saginaw St, Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2099](#) Approval of Meeting Minutes - July 16, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1231](#) Approval of an agreement between Genesee County and Savi, in an amount not to exceed \$180,000.00, to help Genesee County residents identify and apply for student loan repayment and forgiveness programs
2. [RES-2025-1603](#) Approval of Genesee County's Electronic Communication Policy
3. [RES-2025-2026](#) Approval of contract between Genesee County and DnA Drug and Alcohol Testing Center, in an amount not to exceed \$169,657.00, to provide drug and alcohol testing services to Genesee County Specialty Courts; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from the accounts listed

4. [RES-2025-2027](#) Approval of Contract Amendment No. 2 between Genesee County and New Paths, Inc., in an amount not to exceed \$24,385.00, to provide substance use treatment services to Genesee County Specialty Courts; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from the accounts listed
5. [RES-2025-2029](#) Approval of Contract Amendment No. 1 between Genesee County and Genesee Health System, in an amount not to exceed \$16,000.00, to provide mental health support services to Genesee County Mental Health Court; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2925-294.00-801.004
6. [RES-2025-2030](#) Approval of a Contract between Genesee County and Heidi Shock, in an amount not to exceed \$13,500.00, to provide mental health and substance use supportive services to Genesee County Specialty Courts; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement are grant funded and will be paid from the accounts listed
7. [RES-2025-2077](#) Approval of a resolution recognizing September 15 - October 15, 2025 as Hispanic Heritage Month in Genesee County

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2099

Agenda Date: 8/13/2025

Agenda #:

Approval of Meeting Minutes - July 16, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, July 16, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 6:14 PM.

II. ROLL CALL

Present: Dale K. Weighill, Shaun Shumaker, Charles Winfrey, Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1976](#) Approval of Meeting Minutes - June 11, 2025

RESULT: APPROVED

MOVER: Shaun Shumaker

SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2025-1369](#) Approval of an update to Genesee County's Vehicle Operation & Driving for Work Policy

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

2. [RES-2025-1815](#) Approval of an agreement between Genesee County and United Way of Northwest Michigan, in an amount not to exceed \$200,000.00, to provide for the Genesee County Employee Tri-Share Program; the cost of this agreement will be paid from account 1010-202.00-801.004

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey and Commissioner Loyd

Nay: Commissioner Flewelling

VII. NEW BUSINESS

1. [RES-2025-1751](#) Approval of a grant award from the C.S. Mott Foundation, in the amount of \$1.2 million, to provide for Operation Arrowhead; the term of this grant is from August 1, 2025 through July 31, 2026

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

2. [RES-2025-1841](#) Approval of a contract addendum to Software/Hosting Agreement with Global Vision Technologies to provide augmentation to case management software; the cost of this addendum is \$9,062.50 and will be paid from account 2920-664.00-801.028

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

3. [RES-2025-1877](#) Approval of a request by Genesee County's Sheriff Department to accept the 2025 Marine Safety Program Grant Agreement from the Michigan DNR in the amount of \$14,950.00

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: Brian K. Flewelling

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

4. [RES-2025-1909](#) Approval of Amendment #1 to the Acceptance of Access and Visitation Grant from the State Court Administrative Office for the FY ending in 2025
- RESULT:** REFERRED
- MOVER:** Brian K. Flewelling
- SECONDER:** Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
5. [RES-2025-1931](#) Approval of a request by Genesee County Prosecutor's Office to apply for the 2026 Crime Victim Rights Grant from the Michigan Department of Health & Human Services (MDHHS)
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
6. [RES-2025-1945](#) Approval of the Annual SAAGs Self-Funding Insurance Resolution
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
7. [RES-2025-1951](#) Approval of a contract between Genesee County and Mt. Morris Consolidated Schools, in an amount not to exceed \$240,000.00, to provide educational services for the court community educational programs at the Genesee County Juvenile Justice Center (GCJJC); the term of this agreement is July 1, 2025 through June 30, 2026; the cost of this agreement will be paid from the accounts listed
- RESULT:** REFERRED
- MOVER:** Charles Winfrey
- SECONDER:** Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

8. [RES-2025-1960](#) Approval of an agreement between Genesee County and Peacekeepers International, in an amount not to exceed \$40,000.00, to provide training to 100 police officers and 100 community members in bias and sensitivity training; this is a grant funded agreement
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
9. [RES-2025-1968](#) Approval to extend the contract approved in RES# 2024-629 with the Mott Foundation and Genesee County to provide police services to a 10-square-mile area with the City of Flint
- RESULT:** REFERRED
MOVER: Shaun Shumaker
SECONDER: Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

VIII. OTHER BUSINESS

- [RES-2025-2004](#) Motion to add RES-2025-2005 to the agenda
- RESULT:** APPROVED
MOVER: Charles Winfrey
SECONDER: Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
- [RES-2025-2005](#) Approval to recognize Overdose Awareness Day in Genesee County
- RESULT:** REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey and Commissioner Loyd
- Nay:** Commissioner Flewelling

IX. ADJOURNMENT

The meeting was adjourned at 6:55 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-1231

Agenda Date: 8/13/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Todd Witthuhn, Deputy Director HR/LR

RE: Approval of an agreement between Genesee County and Savi, in an amount not to exceed \$180,000.00, to help Genesee County residents identify and apply for student loan repayment and forgiveness programs

BOARD ACTION REQUESTED:

Approval to enter into a contract with Savi

BACKGROUND:

Savi is a vendor recommended by NACO which helps to identify and apply for student loan repayment and forgiveness programs. Savi is available for all Genesee County residents, Genesee County employees and their immediate family members to receive loan repayment assistance.

DISCUSSION:

Savi is available for all Genesee County residents, Genesee County employees and their immediate family members to receive loan repayment assistance. Savi will be available for Genesee County Union members following signing letters of agreement from each of their respective unions.

IMPACT ON HUMAN RESOURCES:

Human Resources is responsible for administering any contract details with Savi, promoting the program and answering employees' questions.

IMPACT ON BUDGET:

The cost of Savi Essential is 180,000 Annually to be paid from account 1010-202.00-801.004. A budget amendment is attached for the costs for the remainder of the fiscal year.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Genesee County makes efforts to offer inclusive and financially stable solutions, that fosters a

healthy and growth minded community. Savi includes all Genesee County residents, helps create financial stability, enrich the health, and grows the community in which we work and live.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Human Resources and Labor Relations to authorize entering into a contract between Genesee County and with Savi Solutions PBC ("SAVI"), whereby SAVI will provide student loan repayment and forgiveness programs services to Genesee County residents and Genesee County employees and their immediate families, for a one-year term at a total cost not to exceed \$180,000 to be paid from account 1010-202.00-801.004, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.



This “**Agreement**” is between Savi Solutions PBC, a public benefits corporation (referred to herein as “**Savi**”) and the entity identified below as the Referrer. Referrer is interested in referring its county residents, employees and their immediate family members (“**Users**”) to the Savi Platform (as defined below). Savi will provide you the following benefits under the following terms to facilitate you making the Savi Platform available to your Users (as defined below), and the additional terms and conditions attached to this Agreement as an exhibit are incorporated into and made a part of this Agreement by reference.

SAVI DETAILS	
“Savi Platform” Description	The Savi Platform offered by Savi is a unique tool to help student loan borrowers better understand their debt, optimize their repayment options, and enroll in the best plan for their financial needs. Referrer may offer the Savi Platform as a powerful student loan benefit, including our optimization tools, full enrollment and monitoring features, and ongoing access to student loan experts and support. The Savi Platform can complement other student loan benefits, and can easily integrate into a broader financial wellness program. When using the Savi Platform a User may choose between a DIY account (i.e., a free account) or one of a variety of premium services (i.e., an account with a fee that provides services not available from a DIY account. The “DIY” account will provide access to the Savi Platform’s optimization tools, student loan education content, and a student loan refinance marketplace that is made available without charge to all users of the Savi Platform. Authorized “Users” under this Agreement are any of Referrer’s county residents, employees and immediate family members of those employees, in each case who have taken all the steps required to open an account on the Savi Platform using the co-branded domain.
“Referrer” Name	Genesee County Michigan
“Start Date”	7/1/2025
“End Date”	7/1/2026
Term	1 Year. The parties agree that the Agreement shall auto-renew at the end of the then-current term, and annually thereafter on the anniversary such date, in each case for a one-year period, unless Referrer notifies Savi at least 30 days in advance of such renewal that it desires the Agreement to expire at the end of the then-current term, or Savi otherwise terminates the agreement.
Implementation – Co-branded Microsite	Co-Branded Domain: SAVI shall create a Referrer microsite at the domain “ geneseecountymi.bysavi.com ” and provide to Referrer SAVI’s standard promotional materials that will be co-branded by SAVI and may be used by Referrer in its reasonable discretion to distribute to potential Users.
Implementation – General & Marketing	In order to support successful distribution of the Savi micro-site and materials, Savi will also provide: ● On-going account management services to continue to support the account, troubleshoot any problems, and assist in implementation. ● Employer Dashboard Access



	● Pre-filled and tracked Employer Certification Forms On behalf of the Client, Savi will be responsible for tracking and answering all Public Service Loan Forgiveness (PSLF) and related applications requests or questions, and Client will refer all such requests to Savi. The parties shall cooperate to develop and implement a marketing and communications strategy for potential Users using materials prepared by SAVI and approved by Referrer to promote the Savi Platform to potential Users in the month or two following the availability of the microsite(s). SAVI may refer your potential Users to the Referrer microsite using a targeted online campaign, such as through the LinkedIn platform. After such implementation, such materials may be used by Referrer to promote the benefits of the Savi Platform to new potential Users.
Per User Fee for Services	Referrer elects to receive the following services (above and beyond the free version of the Savi Platform available to all User) selected below through the Savi Platform on behalf of those of its Users who elect to register for the same (the following services, the “Premium Services”): ☒ Student Loan Premium Guidance (Savi Essential) ☐ Student Loan Employer Contribution ☐ SECURE ACT 2.0 Student Loan Retirement Matching ☐ Tuition Reimbursement Users will create an account and may elect to enroll in one or more of the Premium Services selected above through the Referrer microsite provided by Savi. User account shall be for the calendar year in which such account was opened. Such accounts shall not terminate as a result of the expiration or termination of this Agreement if this Agreement is terminated mid-calendar year. A Savi account is non-transferable and may only be used by only one User. SAVI retains the right to change or increase the fee for Premium Services after the first year of this Agreement by providing Referrer at least 60 days advance notice. Referrer may elect to cease offering one or more Premium Services at any time by providing 30 days advance notice to SAVI.
Annual Fees	To offer Savi Premium Guidance (Savi Essential) at no additional charge to the User, Referrer agrees to pay SAVI \$180,000.
Billing	Annual Fees shall be paid by the Referrer (excluding fees payable by Users) after receipt of an invoice from SAVI following the signing of the Agreement, which Referrer agrees to pay within 30 days of receipt.
Dashboard	SAVI shall provide Referrer a reasonable number of credentials upon request to access a “dashboard” to the Savi Platform at which Referrer may access aggregated data and reports relating to Users’ participation in and benefits received from the Savi Platform.



By signing below, SAVI and the Referrer identified above agree to the terms set forth above, which constitutes the "Agreement" between the parties.

REFERRER

SAVI

By:

Title:

Date:

By: Katie Mogul

Title: Chief of Staff

Date:

ADDITIONAL TERMS AND CONDITIONS EXHIBIT

a. **Limited Licenses.** Referrer grants to SAVI a non-transferable (except as provided herein), non-exclusive, royalty-free right to reproduce and display the Referrer's name, logos, trademarks, trade names and other similar identifying material (the "Marks") solely on the approved microsite and marketing materials in accordance with Referrer's established usage policies and procedures it may elect to provide to SAVI from time to time. All use of Marks by SAVI shall inure solely to the benefit of Referrer. SAVI grants to Referrer a non-transferable (except as provided herein), non-exclusive, royalty-free right to use the "dashboard" of the Savi Platform solely for its internal business purposes. Referrer acknowledges that each User who registers to use the Savi Platform shall be obligated to agree to a terms of service (TOS), including a privacy policy, applicable to use of the Savi Platform, which TOS may be updated from time to time as provided therein, and that SAVI is not entitled to share data regarding particular Users to Referrer under such privacy policies. Referrer shall not attempt to reverse engineer any aggregated data provided through the "dashboard" to discern information about any particular User. Referrer acknowledges that the User's data is personal and confidential to each User to whom such data relates. In the event SAVI permits Referrer to have demonstration account access to the Savi Platform, SAVI grants Referrer a limited, personal, nonexclusive, non-transferrable, non-assignable license to use the Savi Platform to promote access and use of the Savi Platform by its Users only during the term of this Agreement. Referrer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Savi Platform in any way other than demonstrations to potential Users; (ii) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by law, rule or regulation ("Law")) or create derivative works based upon Referrer's access to or usage of the Savi Platform; (iii) rent, share, lease or otherwise transfer rights to any aspect of the Savi Platform to any third party; or (iv) take any act to remove, obscure, interfere with or modify the presentation or functionality of any aspect of the Savi Platform. Each party reserves all rights to its intellectual property except for the limited licenses granted hereunder.

b. **Savi Platform Security.** SAVI will collect, host and store (as applicable) the data in the Savi Platform using a third-party hosting provider that operates its hosting facility employing industry standard security. SAVI will provide the Savi Platform using commercially-reasonable physical and environmental security measures to prevent unauthorized access to, and otherwise physically and electronically protect, User Data. SAVI stores all data in, and will provide the Savi Platform from services located in, the United States. Upon becoming aware of (i) any unlawful access to any data stored on the Savi Platform, or (ii) unauthorized access to facilities or equipment resulting in loss, disclosure or alteration of any data in SAVI's possession, or (iii) any actual loss of or suspected threats to the security of data (collectively "Security Incident"), SAVI will comply with all laws applicable to such data breach, including where required: (x) promptly notifying the affected Users of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of SAVI); and (y) investigate or perform required assistance in the investigation of the Security Incident and provide Users with information about the Security Incident.

c. **Limits on Use of Savi Platform.** Referrer shall not, nor attempt to, access any application programming interface to the Savi Platform, even if credentials made available to Referrer permit such access, unless SAVI agrees to such access in a writing signed by an authorized representative of SAVI. Referrer shall not during the term of this Agreement, or for a two-year period thereafter, create or have created software or tools that are intended to replicate or otherwise approximate the benefits provided by the Savi Platform.

d. **Suspension.** Short of terminating the Agreement, SAVI reserves the right to suspend User access to the Savi Platform if an immediate restriction or suspension is necessary to protect the Savi Platform, SAVI's or its supplier's network or SAVI's ability to provide the Savi Platform to its other customers (e.g., a denial of service attack). SAVI shall promptly restore access when the reason for such suspension is resolved.

e. **No Infringement.** SAVI represents to Referrer that SAVI, to its knowledge, either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to grant the licenses granted by SAVI under this Agreement.

f. **MUTUAL LIMITATIONS AND DISCLAIMERS.** NEITHER PARTY (NOR IN THE CASE OF SAVI ANY OF ITS SUPPLIERS OR LICENSORS) SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY OR OTHER RIGHTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS ARISING OUT OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID OR PAYABLE HEREUNDER IN THE ONE YEAR PERIOD BEFORE SUCH CLAIM AROSE, IN EITHER CASE WHETHER UNDER THEORY OF CONTRACT OR TORT OR OTHER THEORY OF RECOVERY; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SAVI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE SAVI PLATFORM PROVIDES ADVICE WITH RESPECT TO OPTIONS REGARDING STUDENT LOANS AND REFERRER ACKNOWLEDGES THAT AS BETWEEN SAVI AND A USER, IT IS THE USER'S SOLE RESPONSIBILITY TO EVALUATE THE USEFULNESS, ACCURACY AND COMPLETENESS OF SUCH ADVICE AND TO ACT (OR NOT ACT) UPON IT.

g. **Miscellaneous.** This Agreement constitutes the entire agreement between SAVI and Referrer with respect to the subject matter hereof and supersedes and terminates any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in writing and signed by duly authorized officers of SAVI and Referrer. There are no intended third-party beneficiaries of this Agreement. SAVI will be able to describe Referrer publicly as a partner for promotional purposes. This Agreement may be assigned and the licenses transferred to an acquirer of assets or a successor by merger. This Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the conflict of law provisions thereof. All disputes shall be resolved by binding arbitration in accordance with the commercial arbitration rules (the "Rules") of the American Arbitration Association. Such arbitration shall be held in the State of Michigan and shall utilize a single arbitrator selected by the AAA in accordance with the Rules. Each party shall bear one-half of the costs of the arbitration. Judgment upon the award rendered by the arbitrator shall be final and non-appealable and may be entered in any court having jurisdiction thereof. Nothing in this Section shall preclude either party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief. In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said party (collectively, "Force Majeure"). If there is any such delay, then the periods for completion of the obligations of the party(ies) affected by such event shall be automatically extended by an equitable period of time based on the duration and effect of such Force Majeure. SAVI may receive and sign or otherwise execute purchase orders or similar documents from Referrer after the execution of this Agreement, and the parties agree that the sole purpose of such documents is for Referrer's internal payment processes and that such execution by SAVI does not constitute an acceptance of any of the terms or conditions of such document. Referrer further represents, warrants and agrees that (i) such documents are solely for compliance with its internal purchasing policies, (i) such document is not intended to and shall not add any new terms or conditions or supersede any conflicting terms and conditions in this Agreement, and (iii) Referrer shall not assert any terms or conditions contained in such documents against SAVI.

DESCRIPTION: Amend the budget to fund Savi Contract

GL #	Description	Increase/(Decrease)
1010-202.00-801.004	SERVICE CONTRACTS GENERAL	45,000.00

APPROVED BY: _____

DESCRIPTION: Amend the budget to fund Savi Contract

GL #	Description	Increase/(Decrease)
1010-202.00-801.004	SERVICE CONTRACTS GENERAL	45,000.00

APPROVED BY: _____



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-1603

Agenda Date: 8/13/2025

Agenda #: 2.

To: Board of County Commissioners

From: Michael Dawisha, CIO

RE: Approval to adopt the Genesee County's Electronic Communication Policy

BOARD ACTION REQUESTED:

Approval to adopt the Genesee County's Electronic Communication Policy.

BACKGROUND:

As Genesee County expands its use of digital tools to communicate with residents, the need for a formal electronic communication policy has become increasingly important.

DISCUSSION:

Approval of this policy is essential to establish a clear and legally sound framework for Genesee County's use of SMS and electronic communications with residents. As the County expands its digital communication capabilities, including the upcoming rollout of RingCentral's SMS features, this policy ensures compliance with privacy standards, opt-in/opt-out requirements, and responsible data handling. It also supports transparent public engagement, especially during emergencies or service disruptions, and reinforces the County's commitment to secure, accessible, and equitable communication. Adoption of this policy aligns with best practices in government communication and is a necessary step for operational readiness as we modernize our messaging tools.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

There is no impact on any budgets.

IMPACT ON FACILITIES:

There is no impact on Facilities.

IMPACT ON TECHNOLOGY:

Developed by IT.

CONFORMITY TO COUNTY PRIORITIES:

The policy aligns with Healthy, Livable, & Safe Communities, a clear electronic communication policy enables the County to share timely, accurate, and accessible information about emergency

responses or service disruptions. This promotes resident well-being, strengthens public trust, and ensures critical messages reach all populations effectively.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan ("Board"), hereby adopts and authorizes the implementation of the attached Electronic Communication Policy ("Policy").

BE IT FURTHER RESOLVED, that this new Policy supersedes any and all current or past policies related to SMS or electronic communications, that any other resolutions or policies previously adopted by this Board related to SMS and electronic communication are hereby rescinded, and that this Policy shall remain in effect until further action of this Board.

XX.XXX: Electronic Communication Policy

Effective: xx/xx/xxxx – RES-XXXX-XXX

Purpose:

This policy outlines the guidelines and procedures for SMS text messaging, email, and other electronic communications used for official communication by Genesee County. The policy ensures that personal information is protected and used solely for the purpose of sending relevant updates and notifications.

Authority and Responsibility:

This policy is authorized by the Board of Commissioners. The Chief Information Officer (CIO) is responsible for its implementation and oversight. The IT Department monitors compliance, provides training, and supports secure internet and device use.

Application:

This policy applies to all individuals who sign up to receive SMS alerts, email notifications, and other forms of electronic communication from Genesee County, including employees, residents, and other stakeholders who may be affected by Genesee County's services and updates.

Definitions:

1. **User:** Any resident or member of the public who subscribes to Genesee County's SMS, email, or other electronic notifications.
2. **SMS Messaging:** The use of text messages sent to mobile phones as a means of communication by Genesee County.
3. **Email Communications:** The use of electronic mail to send information, alerts, or updates to recipients from Genesee County
4. **Personal Information:** Information provided voluntarily by users, such as phone numbers or email addresses, used to send notifications and updates through electronic communications.
5. **Opt-In/Opt-Out:** The process by which users enroll in, or discontinue participation in County communication services.



Policy:

1. Personal Information Collection

- a. Genesee County collects personal information (such as phone numbers for SMS and email addresses for electronic communications) when individuals opt-in for notifications.
- b. This information is used solely to send messages regarding Genesee County services and updates, such as emergencies, building closures, and other important notifications.

2. User Consent and Opt-Out

- c. Users give consent by enrolling in any official Genesee County notification service.
- d. Users may opt out at any time:
 - i. **SMS:** Text STOP
 - ii. **Email:** Click the unsubscribe link
- e. Message frequency may vary. Standard message and data rates may apply.

3. Data Privacy and Sharing

- a. Personal information will not be shared with third parties for marketing or advertising.
- b. Information is stored securely and used only for authorized purposes related to County communications.
- c. The County complies with all applicable privacy laws and will only disclose user data when legally required.
- d. Personal information collected for notification services will be retained only as long as necessary to fulfill the purpose for which it was collected.
- e. Data may be retained longer as required by law or for operational auditing and reporting purposes in accordance with County records retention policies.

4. Accessibility

- a. Genesee County is committed to making electronic communications accessible.
- b. All messages will be written in plain language, and email formats will be compatible with screen readers and other accessibility tools whenever possible.

5. Authorized Senders

- a. Only County departments and personnel authorized by the CIO may issue messages through official communication systems.
- b. Use of any County communication service for unofficial or personal messaging is prohibited.



6. Message Content and Frequency

- a. Messages may include:
 - i. Emergency alerts
 - ii. Building closures
 - iii. Inclement weather notifications
 - iv. Service disruptions or important County updates
- b. Frequency of messages may vary based on operational need and circumstances.

Example SMS:

“Genesee County: County buildings are closed today due to weather. Visit www.geneseecountymi.gov for updates. Msg & data rates may apply. Reply STOP to opt out.”

Example Email:

“Alert from Genesee County: Offices are closed today due to inclement weather. Visit our site for updates. You can unsubscribe using the link below.”

7. Monitoring and Oversight

- a. The CIO and the IT Department will monitor compliance with this policy and ensure responsible use of County messaging systems.
- b. Use of the communication platform will be periodically reviewed to ensure security and effectiveness.

8. Security Incident Reporting

- a. Any suspected compromise of County communication platforms or unauthorized access to subscriber data must be reported immediately to the IT Department.
- b. The County will follow its established incident response plan to investigate and mitigate any breach.

9. Non-Compliance

- a. Any internal misuse of the County’s notification systems may result in disciplinary action under other applicable County policies.
- b. Residents who misuse the system or submit abusive content in response to messages may be blocked from further participation

10. Data and Communication Integrity

- a. This policy will be reviewed annually by the CIO or as needed based on technology or regulatory changes.
- b. Updates will be posted on the County website and reflected in public opt-in forms and consent notices.



11. Acknowledgment

By opting into Genesee County's SMS or email alerts, users acknowledge that they have read and agree to the terms of this policy and the County's Privacy Policy.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2026

Agenda Date: 8/13/2025

Agenda #: 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Breana Benham, Specialty Courts Services Director

RE: Approval of Contract Amendment between Genesee County and DnA Drug and Alcohol Testing Center, in an amount not to exceed \$169,657.00 to provide drug and alcohol testing services to Genesee County Specialty Courts

BOARD ACTION REQUESTED:

Genesee County Specialty Courts respectfully requests the approval of the contract amendment between DnA Drug and Alcohol Testing Center and Genesee County. The contract would commence October 1, 2025 and end September 30, 2026. The total amount of the contract will not exceed \$169,657.00.

BACKGROUND:

DnA Drug and Alcohol Testing Center is the provider for drug and alcohol testing services for the Genesee County Specialty Courts. Their services and staff are integral to the success and continuation of clients in the program. This contract amendment is for the first additional one-year term (of three) after initial one-year term that was approved via RESO # 2024-1153 in 2024.

DISCUSSION:

DnA Drug and Alcohol Testing Center provides drug and alcohol testing services for the Genesee County Specialty Courts. These services include 16-panel urine drug screens and reporting within the DCCMIS system required for use by the grants.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The services provided by DnA Drug and Alcohol Testing Center are funded by State Court Administrative Office grants and SAMHSA grants. The payment for services will not exceed \$169,657.00 total and will come from the following accounts: 2925-294.00-801.034 not to exceed \$49,759.00, 2924-283.00-801.034 not to exceed \$12,000.00, 2924-326.00-801.034 not to exceed \$75,000.00, 2941-294.00-801.034 not to exceed \$14,898.00, and 2922-283.00-801.034 not to exceed \$18,000.00.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The Specialty Courts and treatment/testing partner relationships advance the priority of safe communities by enhancing public safety and reducing the rate of recidivism through rehabilitation. This partnership provides participants with tools, resources, and support necessary for offenders to maintain recovery and sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Specialty Courts Services Director to authorize amending the contract between Genesee County and DnA Drug and Alcohol Testing Center, said amendment being necessary to extend the contract one additional year commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$169,657.00, to continue providing drug and alcohol testing services for the specialty courts, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the August 13, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT FOR DRUG TESTING SERVICES**

This amendment is effective October 1, 2025 and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and D'n'A Drug & Alcohol Testing Center, a Michigan for-profit agency, whose principal place of business is located at 114 W. Court Street, Flint, MI 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

WHEREAS, the Parties executed a contract for drug testing services, effective October 1, 2024 (the "Agreement"), pursuant to which the Contractor would provide drug testing services for Genesee County Recovery Court, Mental Health Court, Veterans Treatment Court, and Family Dependency Treatment Court; and

WHEREAS, the Genesee County Board of Commissioners authorized the original drug testing contract by Resolution #2024-1153; and

WHEREAS, this amendment amount stays dependent upon continued grant funding from SCAO and SAMHSA; and

WHEREAS, the Parties wish to extend the term of the agreement,

NOW THEREFORE, the Parties agree as follows:

1. The term of the contract is extended from October 1, 2025 through September 30, 2026.
2. The total annual compensation is not to exceed \$169,657.
 - a. Michigan Mental Health Court Grant Program - \$49,759
 - b. Byrne JAG Funding - \$12,000
 - c. SAMHSA Funding - \$75,000
 - d. Michigan Drug Court Grant Program – Family - \$18,000
 - e. Michigan Veterans Treatment Court Grant Program - \$14,898
3. The remaining terms of the agreement remain unchanged and in full effect.

DNA DRUG AND ALCOHOL TESTING

COUNTY OF GENESEE

By: _____
Mark Winston
Executive Director

By: _____
Delrico Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

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

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

PRODUCER Michigan Community Insurance Agency Inc. 49357 Pontiac Trail Ste 101 PO Box 930599 Wixom MI 48393-0599	CONTACT NAME: Beverly Marshall PHONE (A/C, No, Ext): (248)679-7000 FAX (A/C, No): (248)926-5959 E-MAIL ADDRESS: certificate@MichiganCommunity.com														
INSURED Dna Drug And Alcohol Testing Centers Inc 6682 Woodbank Dr Bloomfield Hills, MI 48301	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Ohio Security Insurance</td><td>24082</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance	24082	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Ohio Security Insurance	24082														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:2025/26 GL AU WC E&O****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		BKS59763198	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X		BAS59763198	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	XWS59763198	05/01/2025	05/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 1101 Beach Street Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carl Patterson
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BKS (26) 59 76 31 98
Policy Period:
From 05/01/2025 To 05/01/2026
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured

DNA DRUG AND ALCOHOL
TESTING CENTERS INC
6682 WOODBANK DR
BLOOMFIELD HILLS, MI 48301

Agent

(248) 679-7000
MICHIGAN COMMUNITY INSURANCE
AGENCY INC
PO Box 930599
Wixom, MI 48393-0599

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER

TITLE

AM 88 00 09 19	Employment Practices Liability Application
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 68 11 20	Michigan Changes
CG 02 00 01 18	Illinois Changes - Cancellation and Nonrenewal
CG 21 06 12 23	Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 59 04 13	Exclusion - Diagnostic Testing Laboratories
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 40 35 12 23	Exclusion - Cyber Incident
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 92 48 01 16	Sexual Misconduct or Abuse Exclusion
CG 92 50 01 16	Illinois Sexual Misconduct or Abuse Exclusion
CG 93 74 03 22	Exclusion - PFC/PFAS
CG 93 81 11 22	Exclusion - Biometric Information Privacy Claim
CG 94 33 05 24	Amendment Of Representations Condition
CP 00 10 10 12	Building and Personal Property Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 20 05 23	Michigan Changes

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

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

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**Coverage Is Provided In:**

Ohio Security Insurance Company, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:

BAS (26) 59 76 31 98

Policy Period:

From 05/01/2025 To 05/01/2026**12:01 am Standard Time****at Insured Mailing Location****Common Policy Declarations****Named Insured**

DNA DRUG AND ALCOHOL
TESTING CENTERS INC

Agent

(248) 679-7000
MICHIGAN COMMUNITY INSURANCE AGENCY
INC

POLICY FORMS AND ENDORSEMENTS - continued

FORM NUMBER	TITLE	STATE(S) APPLICABLE
AC 84 59 06 14	State Application Of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism	MI
AC 85 01 06 18	Business Auto Coverage Enhancement Endorsement	MI
AC 85 85 01 21	Peer To Peer Vehicle Sharing Program Exclusion	MI
CA 00 01 03 06	Business Auto Coverage Form	MI
CA 02 17 07 17	Michigan Changes - Cancellation and Nonrenewal	MI
CA 21 31 03 06	Michigan Uninsured Motorists Coverage	MI
CA 22 20 10 23	Michigan Personal Injury Protection	MI
CA 22 22 03 94	Michigan Broadened Collision Coverage	MI
CA 23 77 08 17	Michigan Public or Livery Passenger Conveyance, Transportation Network and On-Demand Delivery Services Exclusion	MI
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	MI
CA 23 87 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	MI
CA 23 89 01 06	Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	MI
CA 23 93 01 06	Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	MI
CA 23 94 03 06	Silica or Silica-Related Dust Exclusion for Covered Autos Exposure	MI
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance	MI
CA 85 53 12 93	Recreational Trailers and Boat Trailers	MI
CA 87 57 08 13	Punitive or Exemplary Damages Exclusion	MI
CA 99 41 07 20	Michigan Property Damage Liability Coverage Buyback	MI
IL 00 17 11 98	Common Policy Conditions	MI
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	MI
IL 02 86 04 17	Michigan Changes - Cancellation and Nonrenewal	MI

In witness whereof, we have caused this policy to be signed by our authorized officers.

Damon Hart
Secretary

Hamid Mirza
President

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16**38**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ACCIDENTAL AIRBAG DEPLOYMENT	13
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	4
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	21
AMENDED FELLOW EMPLOYEE EXCLUSION	6
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	15
BODILY INJURY REDEFINED	25
EMPLOYEES AS INSURED (Including Employee Hired Auto)	3
EXTRA EXPENSE - BROADENED COVERAGE	11
GLASS REPAIR - WAIVER OF DEDUCTIBLE	17
HIRED AUTO COVERAGE TERRITORY	23
HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)	7
LOAN / LEASE GAP (Coverage Not Available In New York)	16
NEWLY FORMED OR ACQUIRED SUBSIDIARIES	2
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	18
PERSONAL EFFECTS COVERAGE	12
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	9
PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM	14
PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT	24
RENTAL REIMBURSEMENT	10
SUPPLEMENTARY PAYMENTS	5
TOWING AND LABOR	8
TRAILERS - INCREASED LOAD CAPACITY	1
TWO OR MORE DEDUCTIBLES	19
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	20
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	22

SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lessor vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 12.B.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

55763198

004621

370

cl 54

-7

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

- (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
- (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
- (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

59763196

004621

370

01 84

49

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2027

Agenda Date: 8/13/2025

Agenda #: 4.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Breana Benham, Specialty Courts Services Director

RE: Approval of Contract Amendment No. 2 between Genesee County and New Paths, Inc., in an amount not to exceed \$24,385.00 to provide substance use treatment services to Genesee County Specialty Courts

BOARD ACTION REQUESTED:

Genesee County Specialty Courts respectfully requests the approval of Amendment No. 2 to the contract between New Paths, Inc. and Genesee County. The amended contract would commence October 1, 2025 and end September 30, 2026. The total amount of the contract will not exceed \$24,385.00.

BACKGROUND:

An original contract was entered into with New Paths, Inc. effective March 1, 2024 with the option to extend the contract for up to three (3) additional one-year terms in RESO #2024-145.

DISCUSSION:

New Paths, Inc. provides substance use treatment services for Genesee County Specialty Court Programs. These services include individual and group counseling, recovery coaching, individual therapy, case management, and also provides a representative for specialty court hearings. Also included is clinical documentation within the DCCMIS system.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The services provided by New Paths, Inc. are funded by several grants. The payment will come from following accounts: 2924-283.00-801.004 not to exceed \$5,000, 2924-326.00-801.004 not to exceed \$7,500, 2922-283.00-801.000 not to exceed \$11,885.00.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The Specialty Courts and treatment partner relationships advance the priority of safe communities by enhancing public safety and reducing the rate of recidivism through rehabilitation. This partnership provides participants with tools, resources, and support necessary for offenders to maintain sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Specialty Courts Services Director to authorize Amendment No. 2 of the contract between Genesee County and New Paths, Inc., said amendment being necessary to extend the contract for one additional term commencing October 1, 2025, through September 30, 2026, at a cost not to exceed \$24,385.00, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the August 13, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT FOR
SUBSTANCE USE TREATMENT SERVICES**

This amendment is effective October 1, 2025 and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and New Paths, Inc., a Michigan substance use treatment facility, whose principal place of business is located at 765 E Hamilton Ave, Flint, Michigan 48505, (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a contract for substance use treatment services, effective March 1, 2024 (the "Agreement"), pursuant to which the Contractor would provide substance use treatment services for Genesee County Recovery Court; and

WHEREAS, the Genesee County Board of Commissioners authorized the original substance use treatment contract by Resolution #2024-145; and

WHEREAS, this amendment keeps the amount of expenditures the same as the original contract due to funding parameters; and

WHEREAS, the Parties wish to extend the term of the agreement,

NOW THEREFORE, the Parties agree as follows:

1. The term of the contract is extended from October 1, 2025 through September 30, 2026.
2. The total annual compensation is not to exceed \$24,385.
3. The remaining terms of the agreement remain unchanged and in full effect.

NEW PATHS, INC.

COUNTY OF GENESEE

By: _____
James Hudgens
Executive Director

By: _____
Delrico Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2025

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

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

PRODUCER Lighthouse, an Alera Group Company 56 Cesar E Chavez Ave SW Ste 300 Grand Rapids MI 49503	CONTACT NAME: Kathy Langeland PHONE (A/C, No, Ext): (800) 344-3531 E-MAIL ADDRESS: klangeland@lighthousegroup.com FAX (A/C, No): (616) 455-9489
INSURED New Paths Inc 765 East Hamilton Avenue Flint MI 48505	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: Philadelphia Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

COVERAGES**CERTIFICATE NUMBER:** Master 2025-2026**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	PHPK2718931	08/02/2025	08/02/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		Y	PHPK2718931	08/02/2025	08/02/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	PHUB921799	08/02/2025	08/02/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2718931	08/02/2025	08/02/2026	Each Prof Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are included as additional insureds when required in a written contract under the general liability per endorsement PIGLD 10-11
General liability and automobile liability waivers of subrogation apply per endorsements PIGLD 10-11 and PICA001-09-15
See following endorsements for policy wording
Umbrella coverage follows form
30 days notice of cancellation if in accordance with policy provisions

CERTIFICATE HOLDER**CANCELLATION**

Genesee County Attn: Risk Management 1101 Beach Street Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

A. Extended Property Damage

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

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

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

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

C. Non-Owned Watercraft

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

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

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

D. Damage to Property You Own, Rent or Occupy

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

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

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

E. Damage to Premises Rented to You

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

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

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

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

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

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

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

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

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

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

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

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

F. HIPAA

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

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

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

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

This insurance does not apply to:

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

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

- b. **Criminal Acts**

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

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

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

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

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

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

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

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

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

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

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

H. Athletic Activities

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

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

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

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

1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

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

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

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

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

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

K. Key and Lock Replacement – Janitorial Services Client Coverage

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

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

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

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

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

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

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

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

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

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

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

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

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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

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

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

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

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

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

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

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

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

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

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

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

a. is amended to include:

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

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

b. is amended to include:

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

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

N. Unintentional Failure To Disclose Hazards

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

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

O. Transfer of Rights of Recovery Against Others To Us

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

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

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

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

P. Liberalization

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

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

Q. Bodily Injury – Mental Anguish

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

"Bodily injury" means:

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

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

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

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

- b. Malicious prosecution or abuse of process;

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor of Leased Autos	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish – Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

I. LIABILITY COVERAGE EXTENSIONS

A. Who Is An Insured

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

1. **Board Members** – Board members (or their spouses) while renting a vehicle while on business for the named insured.
2. **Newly Acquired Entities** – Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.
3. **Designated Insured** – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.
4. **Lessor of Leased Autos** – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. Cost of Bail Bonds

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (2) is deleted in its entirety and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

C. Reasonable Expenses

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (4) is deleted in its entirety and replaced with the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

II. PHYSICAL DAMAGE COVERAGE EXTENSIONS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

B. Glass Breakage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

C. Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

D. Hired Auto Physical Damage – Loss of Use

The last sentence of **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Hired Auto Physical Damage

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of \$500 for Comprehensive Coverage and \$1000 for Collision Coverage.

F. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Personal Effects Coverage

We will pay up to \$500 for "loss" to personal effects, which are:

1. Owned by an "insured"; and
2. In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Rental Reimbursement Coverage

We will pay up to \$100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Item III. **C. Transportation Expenses** of this endorsement.

H. Accidental Discharge – Airbag Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 3. is amended by adding the following exception:

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

I. Electronic Equipment Coverage

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 4.

Exclusions **4.c.** and **4.d.** do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

J. Original Equipment Manufacturer (OEM) Parts Replacement

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

K. Auto Loan / Lease Gap Protection

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended to include the following:

- 4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
 - a. The most we will pay for "loss" in any one "accident" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.
- b. Our Limit of Insurance for "total loss" will be the greater of:
- (1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:
 - (a) Past due payments;
 - (b) Financial penalties imposed under the lease;
 - (c) Security deposits not refunded;
 - (d) Costs for extended warranties or insurance; or
 - (e) Final payment due under a "balloon loan"; or
 - (2) Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

c. Additional Definitions

- (1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
- (2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

d. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

L. One Comprehensive Coverage Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of “accident,” claim, “suit” or “loss,” you must give us, or our authorized representative, prompt notice of the “accident” or “loss.” Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

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

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract.”

C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

IV. DEFINITIONS

A. Mental Anguish

SECTION V – DEFINITIONS, C. “Bodily injury” is amended by adding the following:

“Bodily injury” also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2029

Agenda Date: 8/13/2025

Agenda #: 5.

TO: Dale K. Weighill, Chairperson, Governmental Operations Committee

FROM: Breanna Benham, Specialty Courts Services Director

RE: Approval of Contract Amendment No. 1 between Genesee County and Genesee Health System, in an amount not to exceed \$16,000.00, to provide mental health support services to Genesee County Mental Health Court; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2925-294.00-801.004

BOARD ACTION REQUESTED:

Genesee County Specialty Courts respectfully requests the approval of the contract amendment No. 1 between Genesee Health System and Genesee County. The contract would commence October 1, 2025 and end September 30, 2026. The total amount of the contract will not exceed \$16,000.00.

BACKGROUND:

Genesee Health System is the treatment provider for mental health services for the Mental Health Court Program. Their services and staff are integral to the success and continuation of clients in the program. This contract is a second-year continuance of the initial contract approved in 2024 per resolution #2024-1152.

DISCUSSION:

Genesee Health System provides mental health treatment services for Genesee County Mental Health Court. These services include individual and group counseling, peer mentor coaching, case management, and also provides a representative for specialty court hearings. Also included is clinical documentation within the DCCMIS system

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The services provided by Genesee Health System are funded by a State Court Administrative Office grant. The payment for services will come from account 2925-294.00-801.004 not to exceed \$16,000.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The Specialty Courts and treatment partner relationships advance the priority of safe communities by enhancing public safety and reducing the rate of recidivism through rehabilitation. This partnership provides participants with tools, resources, and support necessary for offenders to maintain recovery and sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Specialty Courts Services Director to authorize amending the contract between Genesee County and Genesee Health System, said amendment being necessary to extend the contract one additional year commencing October 1, 2025, through September 30, 2026, at a cost not to exceed \$16,000, to continue providing mental health services for the Mental Health Court Programs, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the August 13, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT FOR
MENTAL HEALTH TREATMENT SERVICES**

This amendment is effective October 1, 2025 and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and Genesee Health System, a Michigan community mental health authority agency, whose principal place of business is located at 1040 W Bristol Road, Flint, MI 48507 (the “Contractor”) (the County and the Contractor together, the “Parties”).

WHEREAS, the Parties executed a contract for mental health treatment services, effective October 1, 2024 (the “Agreement”), pursuant to which the Contractor would provide mental health treatment services for Genesee County Mental Health Court; and

WHEREAS, the Genesee County Board of Commissioners authorized the original substance use treatment contract by Resolution #2024-1152; and

WHEREAS, this amendment keeps the amount of expenditures the same as the original contract due to funding parameters; and

WHEREAS, the Parties wish to extend the term of the agreement,

NOW THEREFORE, the Parties agree as follows:

1. The term of the contract is extended from October 1, 2025 through September 30, 2026.
2. The total annual compensation is not to exceed \$16,000.
3. The remaining terms of the agreement remain unchanged and in full effect.

GENESEE HEALTH SYSTEMS

COUNTY OF GENESEE

By: _____
Danis Russell
Executive Director

By: _____
Delrico Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2024

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

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

PRODUCER BHS Insurance 3055 44th St SW Grandville MI 49418	CONTACT NAME: Dawn VandenBosch PHONE (A/C, No, Ext): 616-261-7313 E-MAIL ADDRESS: dvandenbosch@bhsins.com	FAX (A/C, No): 616-574-3317
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Citizens Insurance Company		31534
INSURER B : Massachusetts Bay Insurance Co		22306
INSURER C : Midwest Employers/MI Clubs Fun		23612
INSURER D : Hanover Atlantic Insurance Com		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1178534797 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	Z7IA870747	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ incl in Gen Agg \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ inclds Hired ☒ Inclds NOA	Y		A7I-A870989	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EWC008816	10/1/2023	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional Liability	N	N	L3QA825446 09	10/1/2024	10/1/2025	Each Prof Incident \$ 1,000,000 Aggregate Limit \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Business Auto Includes Michigan No-Fault coverage: PIP Unlimited and Michigan Property Protection Insurance \$1,000,000 limit

CERTIFICATE HOLDER

CANCELLATION

Genesee County
Attn: Risk Management
1101 Beach St.
Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

- A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

- B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:
1. Required by the contract, agreement or permit described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
2. **Additional Insured – Primary and Non-Contributory**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**
- Additional Insured – Primary and Non-Contributory**
- If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:
- If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:
- (1) For the sole negligence of the Additional Insured;
 - (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
 - (3) when b. below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2030

Agenda Date: 8/13/2025

Agenda #: 6.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Breana Benham, Specialty Courts Services Director

RE: Approval of a Contract between Genesee County and Heidi Shock, in an amount not to exceed \$13,500.00, to provide mental health and substance use supportive services to Genesee County Specialty Courts; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement are grant funded and will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Specialty Courts respectfully requests the approval of the contract between Heidi Shock, Independent Contractor, and Genesee County. The contract would commence October 1, 2025 and end September 30, 2026. The total amount of the contract will not exceed \$13,500.00.

BACKGROUND:

Heidi Shock is one of the treatment providers for mental health and substance use services for the Specialty Court Programs. Her services are integral to the success and continuation of clients in the program. This contract would have the option to extend for one additional one-year term after this initial one-year term.

DISCUSSION:

Heidi Shock provides mental health and substance use treatment services for Genesee County Specialty Courts. These services include individual and group counseling and also attending specialty court hearings to report on client progress. Also included is clinical documentation within the DCCMIS system.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The services provided by Heidi Shock are funded through multiple specialty court grants. The payment for these services will come from the following accounts: 2925-294.00-801.004 not to exceed \$2,000, 2924-283.00-801.004 not to exceed \$4,000, and 2924-326.00-801.004 not to exceed \$7,500.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The Specialty Courts and treatment partner relationships advance the priority of safe communities by enhancing public safety and reducing the rate of recidivism through rehabilitation. This partnership provides participants with tools, resources, and support necessary for offenders to maintain recovery and sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 7th Circuit Court Specialty Courts Services Director to authorize entering into a contract between Genesee County and Heidi Shock, whereby the contractor will provide mental health and substance use treatment services for the period commencing October 1, 2025, through September 30, 2026, at a cost not to exceed \$13,500.00, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the August 13, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



Preferra RRG Plan Administrator
1200 E. Glen Ave.
Peoria Heights, IL 61616-5348

7/7/2025

Customer ID: 4H13UWESGA

Heidi A Shock
2309 Harmony Dr.
Burton, MI 48509

Dear Heidi A Shock,

Thank you for purchasing your Professional Liability policy with the Preferra Risk Retention Group. Enclosed please find your policy documents (proof of coverage).

We thank you for having considered Preferra Insurance Company for your Professional Liability needs ; if you have any questions regarding this matter, please contact us at 888.278.0038.

Sincerely,

Preferra Insurance Company RRG Plan Administrator
888.278.0038
customerservice@socialworkinsure.com

Customer ID:	<u>4H13UWESGA</u>	Named Insured:	<u>Heidi A Shock</u>
Policy Number:	<u>P-IND4T7GWZ893S1-02</u>		
Effective Date:	<u>07/07/2025</u>	Address:	<u>2309 Harmony Dr.</u>
Expiration Date:	<u>07/07/2026</u>		<u>Burton, MI 48509</u>
Retroactive Date:	<u>07/07/2023</u>		

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT. (SEE POLICY FOR DETAILS) THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PROFESSIONAL LIABILITY COVERAGE A		LIMITS OF LIABILITY	PREMIUM
Liability Per Claim Limit		\$1,000,000.00	\$148.00
Liability Aggregate Limit		\$3,000,000.00	
SUPPLEMENTAL LIABILITY COVERAGE B		LIMITS OF LIABILITY	PREMIUM
Liability Aggregate Limit		\$3,000,000.00	
Liability Per Claim Limit		\$1,000,000.00	
ADDITIONAL COVERAGES C		LIMITS OF LIABILITY	PREMIUM
Deposition Expense		\$5,000 per deposition/\$35,000 per policy period	
State License Board Investigation Defense		\$35,000.00 per policy period	
Emergency First Aid		\$15,000.00 per policy period	
Health Information - HIPAA		\$25,000.00 per policy period	
First Party Assault		\$15,000.00 per policy period	
Medical Payments		\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense		\$1,000 per day/\$35,000 per policy period	

TOTAL PREMIUM FOR THIS COVERAGE PART: \$148.00

NOTICE: THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

ATTENTION: THE POLICY OF INSURANCE IDENTIFIED ABOVE HAS BEEN ISSUED TO THE NAMED INSURED FOR THE POLICY PERIOD INDICATED. ALL INSURED ARE SUBJECT TO THE LIMITS OF LIABILITY THAT ARE APPLICABLE TO THE POLICY. THE LIMITS OF LIABILITY MAY NOT BE STACKED TO INCREASE THE AMOUNT WE WILL PAY FOR ANY CLAIM. THE AGGREGATE LIMIT MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Regarding Cancellation:** Should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the Named Insured.

Authorized Representative:



Tony Benedetto

Brokered and Administered by:



Preferra RRG Plan Administrator
1200 E. Glen Ave.
Peoria Heights, IL 61616-5348
License: CA# 0F76076, AR# 1322

The Preferra Insurance Company RRG Inc. supports this policy with its full faith, credit and assets.

This policy is reinsured by Swiss Re America.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2025

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

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

PRODUCER Preferra Insurance Company RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Heidi A Shock 2309 Harmony Dr. Burton, MI 48509	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Preferra Insurance Company Risk Retention Group		14366
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

CUSTOMER ID: 4H13UWESGA

CERTIFICATE NUMBER: P-IND4T7GWZ893S1-02

REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE ☐ OCCUR							
	EPLI - CLAIMS MADE							
	EPLI - OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	POLICY ☐ PROJECT ☐ LOC							
	OTHER							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO							
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS							
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							
	PROPERTY DAMAGE (Per accident)						\$	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE							
	DED ☐ RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	N/A				☐ PER STATUTE	☐ OTHER
	ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under Description of Operations below							
A	Professional Liability Insurance Retroactive Date: 07-07-2023	N	N	P-IND4T7GWZ893S1-02	07/07/2025	07/07/2026	Per Claim Limit	\$1,000,000.00
							Aggregate Limit	\$3,000,000.00
							State Licensing Board Limits	\$35,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

Preferra Insurance Company Risk Retention Group (the Company)
District of Columbia

**CLAIMS MADE AND REPORTED SOCIAL WORKERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY POLICY**

NOTICE: THIS POLICY PROVIDES SOCIAL WORKERS PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED COVERAGE. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS ARISING FROM A PROFESSIONAL INCIDENT HAPPENING ON OR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE POLICY AND BEFORE THE END OF THE POLICY PERIOD WHEN THE CLAIM IS FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. A LOWER LIMIT OF LIABILITY APPLIES TO SOME OF THE COVERAGES IN THIS POLICY. THIS POLICY IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW IN SECTION VIII(K). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.

Throughout this **Policy**, the words **You**, **Your**, and **Insured** refer to each person or entity that is an **Insured** under this **Policy**. The words **We**, **Us**, and **Our** refer to the **Company** providing this insurance. Bolded words and phrases used in this **Policy** have special meaning as defined in this **Policy**, including in Section IV, Definitions.

In consideration of the payment of premium, the undertaking of the **Insured** to pay any applicable Deductible to the degree one is stated in the Declarations, and in reliance on all of the statements made and information **You** furnished to **Us**, including all representations made in the **Application**, and subject to the **Limits of Liability** as set forth in the Declarations and described in Section V of this **Policy**, and the terms, conditions and other provisions of this **Policy**, **We** and **You** agree as follows:

I. INSURING AGREEMENT

Coverage Part A: Professional Liability Coverage

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging a **Professional Incident** in **Your** provision of **Professional Services** to others, provided:

- A. The **Professional Incident** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, and

- B. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VIII.A.

Coverage Part B: Supplemental Liability for **Business Invitees**

The coverage under Coverage Part B does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part C.

A. **Bodily Injury and Property Damage Coverage for Business Invitees**

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages**, for a **Claim** alleging **Bodily Injury** or **Property Damage** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Bodily Injury** or **Property Damage** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Bodily Injury** or **Property Damage** occurs before the end of the **Policy Period**, and
4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VIII.A.

B. **Personal Injury Coverage for Business Invitees**

We will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging **Personal Injury** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Personal Injury** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Personal Injury** occurs before the end of the **Policy Period**, and

4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

Coverage Part C: Additional Coverages

The additional coverages set forth in Coverage Part C are each subject to a separate **Limit of Liability** set forth in the Declarations for that Coverage Part C Subpart. Each such separate **Limit of Liability** for an additional coverage set forth in Coverage Part C is in addition to, and does not reduce, the Limits of Liability applicable to Coverage Parts A and B. If there is no **Limit of Liability** set forth in the Declarations for an additional coverage under Coverage Part C, then there is no coverage under this **Policy** for that additional coverage. The coverage under Coverage Part C does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part B.

A. Emergency First Aid

We will pay for those expenses that **You** have voluntarily incurred for first aid rendered as a result of **Bodily Injury** to a **Business Invitee** in the **Workplace** used principally in the **Named Insured's** practice as a social worker, provided:

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. The first aid was provided within a 48-hour period from the time the **Bodily Injury** first happened;
3. Documentation of the expenses is timely provided to **Us**; and
4. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

B. Health Information- HIPAA

1. **We** will pay for reasonable attorney's fees, costs, expenses, or fees that **You** incur in responding to a **Claim** first made by a regulator against **You** for any **Privacy Wrongful Act**, provided:
 - (a) the **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
 - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and

- (c) the **Claim** for a **Privacy Wrongful Act** was first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.
- 2. **We** will pay those reasonable amounts that **You** incur in notifying **Your** clients of a **Privacy Wrongful Act** as mandated by any U.S. federal or state privacy protection statutes or regulations, provided:
 - (a) The **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
 - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and
 - (c) The **Privacy Wrongful Act** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

Coverage under this Coverage Part C, Subpart B.2 applies regardless of whether or not a **Claim** for a **Privacy Wrongful Act** is made against **You**.

We will not, however, pay for any penalties, fines or other fees assessed against **You** by any regulatory or other authority arising from, caused by, or related to a **Privacy Wrongful Act**.

C. State Licensing Board Investigation Defense

Subject to our right to select counsel, **We** will pay **Your Claim Expenses** to respond to an investigation or proceeding by a state licensing board, or other regulatory body that licenses or regulates **Your** work as a social worker, concerning **Your** provision of **Professional Services**, provided:

- 1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and
- 2. Notice of the investigation or proceeding is first received by **You** and reported to **Us** in writing during the **Policy Period** or any Applicable Extended Reporting Period, pursuant to the reporting procedures set forth in Section VIII.A.

We will not, however, pay for any penalties, fines or other fees assessed against **You** by any licensing board or regulatory body. Under no circumstances does this coverage extend to any criminal proceeding or Medicaid or Medicare investigation.

D. Medical Payments

We will pay for any amounts that **You** are legally obligated to pay as medical payments arising from **Bodily Injury** suffered by a **Business Invitee**, where such **Bodily Injury** occurred in **Your** provision of **Professional Services** to others in **Your Workplace**, provided that:

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. Documentation of the medical payments is timely provided to **Us**; and
3. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A.

E. Wage Loss and Expense

We will pay for **Your** lost wages per day, plus reasonable costs and expenses, caused by **Your** attendance at **Our** request at any trial(s), hearing(s), mediation(s), or arbitration proceeding(s) involving any **Claim** against **You** for **Damages** covered under this **Policy**, regardless of the number of **Insureds**, mediations, trials, hearing or arbitration proceedings, provided that documentation of these expenses is timely provided to **Us**.

F. Deposition Expense

We will pay for **Your** reasonable legal expenses incurred by **You** for **Your** subpoenaed and legally required appearance at a deposition to provide testimony involving **Your** provision of **Professional Services** during the **Policy Period**, provided that:

1. A **Claim** has not been asserted against **You**;
2. The treatment about which **You** will testify could, in **Our** judgment, reasonably lead to a **Claim** being asserted against **You** which would otherwise be covered under this **Policy**; and
3. The deposition expense coverage is subject to **Our** right to select counsel.

G. Subpoena Expense

Subject to the **Company** which has the sole authority to select legal counsel on **Your** behalf, and **V LIMITS OF LIABILITY** of the **Policy** herein, **We** will reimburse **You** for reasonable legal expenses incurred and paid by **You** for legal assistance in complying with any subpoena, including but not limited to **You** providing medical record information, and for any other subpoena request, provided that:

1. A Claim has not been asserted against **You**;
2. **You** receive the subpoena during the **Policy Period** and report **Your** receipt of the subpoena and intent to seek reimbursement to **Us** in writing during the **Policy Period** pursuant to the reporting procedures set forth in Section VIII.A; and
3. **You** provide satisfactory documentation of the legal fees incurred in responding to the subpoena and **Your** payment of same, along with a valid, executed W9.

H. Limited Sexual Misconduct Coverage

We will pay **Claim Expenses** and **Damages** that **You** are legally obligated to pay, up to the aggregate sublimit of liability set forth in Section V.E., for **Claims** against **You** involving any **Sexual Misconduct** in any way resulting from, arising out of or related to **Professional Services** rendered by **You**, provided:

- (a) the **Sexual Misconduct** has not been determined to have occurred by any trial verdict, court ruling, regulatory ruling or legal admission, whether or not it has been appealed, regardless of the legal theory or basis upon which the **Insured** is alleged to be liable;
- (b) the alleged **Sexual Misconduct** took place on or after the **Retroactive Date** and before the end of the **Policy Period**;
- (c) the **Claim** involving **Sexual Misconduct** was first made against **You** and reported to **Us** during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A; and
- (d) the **Claim** does not allege or involve **Sexual Misconduct** by anyone other than **You**.

II. DEFENSE, CLAIM EXPENSES, SETTLEMENT

A. The following applies only to Coverage Parts A and B:

We will have the right and duty to defend **You**, including the right to select counsel, against any **Claim** brought against **You** to which this **Policy** applies regardless of whether the **Claim** is groundless, false, or fraudulent. **We** will have no duty to defend **You** against any **Claim** for which there is no coverage under this **Policy**. **We** have the right to conduct any investigation or negotiation and, with the written consent of the first **Named Insured**, which consent will not be unreasonably withheld, make any settlement of a **Claim**. If **We** recommend a settlement to **You** that is acceptable to the claimant and **You** refuse to consent to the settlement and

elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim** then, subject to the Limits of Liability section of this **Policy**, **Our Limit of Liability** for that **Claim** will not exceed the amount for which that **Claim** could have been settled, plus the **Claim Expenses** incurred by **Us** to defend that **Claim**.

- B. **We** will have the right, but not the duty, at **Our** sole discretion to investigate any **Damages, Claim** or **Potential Claim**.
- C. **We** will have the right, but not the duty, to appeal any judgment or award against **You**.
- D. **You** may not incur any **Claim Expenses**, admit liability, make any payment, or settle any **Claim** without **Our** prior written consent, which will not be unreasonably withheld. **We** will not be liable for any expense, settlement, assumed obligation or admission to which **We** did not consent.
- E. Subject to the applicable **Limit of Liability**, **We** will pay all **Claim Expenses** that **We** incur in the investigation and defense of any **Claim** under Coverage Parts A or B or that **We** incur under Coverage Part C. **Claim Expenses** are within the **Limit of Liability**.
- F. **You** agree to cooperate with **Us** in defending, investigating, and settling any **Claim** and agree, as a condition of coverage under this **Policy**, to submit to **Us** upon request any information and documentation that **We** may require in the investigation and defense of any **Claim**.
- G. If **We** exercise **Our** right to appeal, **We** will pay the premiums for any appeal bonds for the covered part of the judgment, but **We** have no obligation to apply for, furnish or have any court approve of such bonds or provide any collateral for such bonds.
- H. **Our** duty to defend **You** ends upon exhaustion of the applicable **Limit of Liability** in the payment of **Damages** and **Claim Expenses**, which can include tendering the **Limit of Liability** into court.

III. POLICY TERRITORY

This **Policy** applies to **Professional Incidents, Bodily Injury, Property Damage, Privacy Wrongful Acts, Personal Injury, or Assaults** that take place anywhere in the world, but only if the **Claim** is made and the **Suit** is brought or the licensing board or regulatory investigation or proceeding is conducted in the United States of America, its territories or possessions, or Puerto Rico.

IV. DEFINITIONS

- A. **Assault** means any willful attempt or threat to inflict **Bodily Injury** upon the person of another, when coupled with an apparent present ability to do so, and any

intentional display of force that would give the victim reason to fear or expect immediate bodily harm.

- B. **Bodily Injury** means physical injury, sickness, disease, mental illness or emotional distress sustained by any person, including death resulting therefrom.
- C. **Business Invitee** means any natural person to whom **You** are rendering **Professional Services**, or who is accompanying a natural person to whom **You** are rendering **Professional Services**, solely in their capacity as one who is invited by the **Insured** to enter into and remain in the **Workplace** for a purpose directly connected with the rendering of **Professional Services**. A **Business Invitee** will not include any person who enters the **Workplace** without an **Insured's** knowledge or permission, or any person who is an **Insured**.
- D. **Claim(s)** means
 - 1. a written demand for money or services, naming **You** and alleging **Damages** caused by a **Professional Incident**, but solely as respects Coverage Part A;
 - 2. a written demand for money or services naming **You** and alleging **Damages** for **Bodily Injury** or **Property Damage** to a **Business Invitee**, but solely as respects Coverage Part B; or
 - 3. a regulatory proceeding or formal investigation concerning a **Privacy Wrongful Act** arising solely out of **Your** performance of **Professional Services**, but solely as respects Coverage Part C., Subpart B.1.
 - 4. an administrative **proceeding or formal investigation concerning Your provision** of Professional Services commenced by a regulator, but solely as respects Coverage Part C, Subpart C.

A **Claim** will be considered first made when notice of such **Claim** is first received by any **Insured**, if it is reported to the **Company** in writing in accordance with the terms and conditions of this **Policy**.

All **Claims** arising out of or relating to the same **Professional Incident** will be considered as having been made at the time of the first notice of such a **Claim**, whenever received by any **Insured**, and shall be considered a single **Claim** regardless of the number of demands, proceedings, investigations, claimants, **Suits** or **Insureds** involved.

Claim also means a **Potential Claim** involving a **Professional Incident**, which **You** report to **Us** as soon as practicable during the **Policy Period**. The report of such a **Potential Claim** must include:

1. The date, time and place of the **Potential Claim** and the identity of any **Insured** involved;
2. A description of the **Professional Services** that **You** performed;
3. The type of **Claim You** anticipate; and
4. The name and address of the injured party and any witnesses.

If **You** submit written notice to **Us** containing the information listed in 1-4 above, then any **Claim** that may subsequently be made against **You** arising out of the same **Professional Incident** will be deemed, for the purposes of insurance under the **Policy**, to have been made during the **Policy Period** in effect at the time such written notice was submitted to **Us**.

- E. **Claim Expense(s)** means the reasonable and necessary fees charged by an attorney(s) or independent adjustor(s) designated by **Us** and all other fees, costs, expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including costs taxed against an **Insured** and all interest on the entire amount of any judgment rendered against an **Insured**, if incurred by **Us**, or by **You** with **Our** prior written consent. The reasonableness of the fees paid to counsel will be determined by the rates **We** actually pay to attorneys retained by **Us** in the jurisdiction where the **Suit**, administrative proceeding or investigation is pending for similar **Claims**.

Claim Expense(s) does not include:

1. expenses of or relating to the institution or prosecution of a counterclaim or cross-claim by an **Insured**, including a counterclaim or cross-claim in a **Suit** that is covered by the **Policy**, unless the **Company** has provided prior written consent to the institution and prosecution of such counterclaim or cross-claim; or
2. salary charges or expenses of **Your** regular employees or officials.

- F. **Damages** means monetary compensatory judgments, awards, or settlements. **Damages** does not include:

1. Costs of complying with requests, demands or orders for injunctive relief;
2. Fines and penalties, including but not limited to contractual, regulatory and statutory civil or criminal fines, penalties and sanctions;
3. Exemplary, multiple or statutory damages;
4. Punitive damages;

5. Restitution, return or forgiveness of fees, expenses or costs paid to or charged by an **Insured**; disgorgement or loss of profits by an **Insured**; or other costs of doing business;
6. Consequential damages; or
7. Matters or **Damages** deemed uninsurable under the law pursuant to which this **Policy** is construed.

If a **Suit**, however, is brought against the **Insured** to which this insurance applies seeking both compensatory and punitive or exemplary damages, then **We** will afford a defense to such action, subject to all other terms and conditions of the **Policy**, without any liability for payment of such punitive or exemplary damages.

G. **Insured, You and Your** mean:

1. The **Named Insured**;
2. An employee of the **Named Insured** while acting in the scope of its employment by the **Named Insured**, but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**;
3. An officer or director of the **Named Insured** but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**.

In order to **qualify as an Insured** under this **Policy**, an individual must either:

- i. hold an MSW, DSW, MA or MS degree in the field of social work from an accredited educational institution, and have earned the degree more than two (2) years before the inception date of the **Policy**;
- ii. In the case of a social worker with less than two (2) years of social work services experience, an individual who graduated from college within the two (2) years prior to the inception date of the **Policy** and does not yet have its license to practice independently;
- iii. Hold a BSW, BA or BS degree in social work if the individual is providing social work services within the scope allowed by state regulatory boards; or
- iv. Be a social worker or psychologist who also holds a masters degree or doctorate degree in social work or psychology.

- H. **Limit of Liability** means the amounts set forth in the Declarations of this **Policy** for the applicable Coverage Part and Subpart, and as described in Section V, Limits of Liability.
- I. **Named Insured** means any organization or individual indicated in the Declarations.
- J. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
 5. Oral or written publication of material that violates a person's right of privacy.
- K. **Policy** means this insurance contract issued by **Us** to the **Named Insured**, including the Declarations page(s) and all endorsements to it.
- L. **Policy Period** means the period from the inception date of this **Policy** set forth in the Declarations to the expiration date of this **Policy** as set forth in the Declarations or the cancellation or termination date, whichever occurs first.
- M. **Pollutants** means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, mold, silica, spores, asbestos, dust, fibers, fungi, alkalis, chemicals, nuclear materials and waste, including but not limited to medical waste and materials to be recycled, reconditions or reclaimed.
- N. **Potential Claim** means a **Professional Incident** that has not yet resulted in a **Claim** but that an **Insured** has reason to believe may give rise to a **Claim** covered by this **Policy**, or that an **Insured** should reasonably foresee might be the basis of a **Claim** covered by this **Policy**.
- O. **Privacy Wrongful Act** means an act, error, or omission by the **Insured** that results in a breach or violation of the **Health Insurance Portability and Accountability Act of 1996 or any regulation promulgated thereunder (collectively, "HIPAA")** in

connection with the collection, use or security of “protected health information” of patients or clients, as that term is defined in HIPAA. Such information must be under the **Insured’s** care, custody or control and must be related to rendering of **Professional Services** to the patients or clients whose personally identifiable information and/or personal health insurance is at issue.

All such acts, errors, or omissions, as referenced in this definition, that are actually or allegedly caused, committed, or attempted by or claimed against one or more **Insureds** arising out of the same or relating to the same or series of related facts, circumstances, situations, transactions or events will be deemed to be the same **Privacy Wrongful Act**.

- P. **Professional Incident** means any act, error or omission in the providing of, or the failure to provide, **Professional Services** by **You**. This includes **Your** responsibility for anyone acting under **Your** direction and control. All **Related Professional Incidents** arising out of the provision of **Professional Services** to any one person will be considered one **Professional Incident**, irrespective of the number of **Claims** made or the number of **Claimants** or number of **Insureds**. The **Limit of Liability** for all **Claims** alleging **Related Professional Incidents** will be the Each Claim Limit as set forth in the Declarations, regardless of the number of **Claims**, claimants, **Suits**, **Insureds**, or Coverage Parts involved.
- Q. **Professional Services** means solely those social work services rendered to others by a social worker who qualifies as an **Insured** under this **Policy**, including but subject to **VII. EXCLUSIONS M.**, the publication of articles or books and broadcasting or telecasting activities directly related to such services.
- R. **Property Damage** means
1. physical injury to or destruction of tangible property including the loss of use thereof of property that is physically injured. All such loss of use will be deemed to occur at the time of the physical injury that caused it; and
 2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, electronic data is not tangible property.

- S. **Related Professional Incidents** means any actual or alleged separate, continuous, repeated or series of **Professional Incidents** directly arising out of or related to the same or similar service, transaction, event, representation, statement, practice, advice, decision, or circumstance, or to a series of services, transactions, events, representations, statements, practices, advice, decisions, or circumstances concerning the same patient or client. All **Related Professional Incidents** shall be considered to have taken place when the earliest such professional Incident

commenced. The determination of whether or not a **Professional Incident** constitutes a **Related Professional Incident** will not be affected by the identity or number of claimants, the identity or number of **Insureds** involved, or the existence of a separate duty or professional relationship.

T. **Retroactive date** means the date specified in the Declarations.

U. **Sexual Misconduct** means:

1. any actual, alleged, or threatened physical touching, which could be considered sexual or erotic in nature, including but not limited to, consensual sexual activity or sexual activity in contravention of a professional code of ethics or conduct; or
2. any act of sexual assault, sexual abuse, sexual harassment or molestation.

V. **Suit** means a civil proceeding seeking monetary damages, and includes an arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages to which **You** submit with **Our** consent. **Suit** does not include an administrative hearing.

W. **Workplace** means, the venue where **Professional Services** are provided, including any location owned, leased, or rented by **You**, and may include **Your** residence if **You** regularly provided **Professional Services** there.

V. LIMITS OF LIABILITY

A. Coverage Part A - Professional Liability Coverage Limits of Liability

Each Claim Limit

The **Limit of Liability** stated in the Declarations as Each Claim Liability Limit for Coverage A is the most **We** will pay under Coverage Part A for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same **Professional Incident** or **Related Professional Incidents**, regardless of the number of **Claims**, claimants, **Suits**, or **Insureds** involved.

B. Coverage Part B – Supplemental Liability for Business Invitees Limits of Liability

Each Claim Limit

The **Limit of Liability** stated in the Declarations as Each Claim Liability Limit for Coverage B is the most **We** will pay under Coverage Part B for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same incident or any related incidents, regardless of the number of **Claims**, claimants, **Suits** or **Insureds** involved, or **Business Invitees** that incur **Bodily Injury**, **Property Damage** or **Personal Injury**.

C. Coverage Part C - Additional Coverages Limits of Liability

1. The most **We** will pay under Coverage Part C, Subpart A (Emergency First Aid) is \$15,000 per **Policy Period**.
2. The most **We** will pay under Coverage Part C, Subpart B (Health Information – HIPAA) is \$25,000 per **Policy Period**.
3. The most **We** will pay under Coverage Part C, Subpart C (State Licensing Board Investigation Defense) is \$35,000, or applicable amount shown in the declarations, per **Policy Period**.
4. The most **We** will pay under Coverage part C, Subpart D (Medical Payments) is \$100,000 per incident and \$100,000 per **Policy Period**.
5. The most **We** will pay under Coverage Part C, Subpart E, (Wage Loss and Expense) is \$1,000 per day and \$35,000 per **Policy Period**.
6. The most **We** will pay under Coverage Part C, Subpart F (Deposition Expense) is \$5,000 per deposition. The most **We** will pay under Coverage Part C, Subpart G (Subpoena Expense) is \$5,000 per subpoena, with a limit of \$1,500 for records support requests. The most **We** will pay for all legal expenses incurred for depositions and subpoenas during the **Policy Period** under Coverage Part C, Subpart F, and Subpart G combined is \$35,000.
7. The most **We** will pay under (Plagiarism) is \$5,000 per **Policy Period** for unintentional plagiarism, infringement, or misappropriation of intellectual property subject to **VII. EXCLUSIONS, M.**

The **Limits of Liability** stated for each Subpart of Coverage Part C are the most that **We** will pay under that Subpart, regardless of the number of **Professional Incidents, Insureds, claimants, Business Invitees, Claims, incidents, Privacy Wrongful Acts, licensing investigations, proceedings, depositions, subpoenas, or Assaults.**

If the applicable **Limit of Liability** identifies a “per incident” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one incident or all related incidents for which there is coverage under that Subpart of Coverage Part C.

If the applicable **Limit of Liability** identifies a “per day” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one day of lost wages, costs, and expenses for which there is coverage under this **Policy**.

If the applicable **Limit of Liability** identifies a “per **Policy Period**” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for all **Insureds** for any number of matters during each **Policy Period** for that particular Subpart.

D. Aggregate Limit of Liability

The **Limit of Liability** stated in the Declarations as the Aggregate Limit is the most **We** will pay for all **Damages** and **Claim Expenses** under Coverage Parts A and B, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, incidents, or **Business Invitees** that incur **Bodily Injury, Property Damage** or **Personal Injury**.

E. Sexual Misconduct Aggregate Limit

The most **We** will pay under this **Policy** for all **Damages** and **Claim Expenses** for a **Claim** in any way resulting from, arising out of, related to, or **Sexual Misconduct** is \$25,000, as set forth in Section VII.J, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, causes of action, theories of liability, claimants, or incidents, including but not limited to **Claims** involving, in whole or in part, actual or alleged vicarious liability by You for the **Sexual Misconduct** of another, or for any other actual or alleged liability for the actions of someone else, including but not limited to allegations of improper or negligent hiring, employment, or supervision if they are otherwise covered under this **Policy**.

Any **Claim Expenses** paid for a **Claim** involving **Sexual Misconduct** are included within, not in addition to this \$25,000 aggregate limit for **Damages** for **Claims** involving **Sexual Misconduct**.

This \$25,000 aggregate limit for **Damages** for a **Claim** involving **Sexual Misconduct** afforded by the **Policy** shall be part of, and not in addition to, the **Limit of Liability** shown in the Declarations as the Aggregate Limit.

We shall not be obligated to pay any **Claim Expenses** or any other amounts and will no longer have any duty to defend any **Insured** for any **Claim** involving **Sexual Misconduct** after this \$25,000 aggregate limit has been exhausted by payment or tender of **Damages** and/or **Claim Expenses** included within this aggregate limit for a **Claim** involving **Sexual Misconduct**.

- F. All **Claims** arising from **Related Professional Incidents** will be treated as one **Claim**. Such **Professional Incidents** will be considered to have taken place when the earliest such **Professional Incident** commences. The applicable **Limit of Liability** will be the one from the **Policy Period** during which the first **Claim** was first made.
- G. If any combination of Coverage Parts A, B and C, as shown in the Declarations applies to the same **Claim** or matter, **Our** liability is limited as follows:
1. In no event will the limits of liability of Coverage Parts A, B and C be added together, combined or stacked to determine the applicable **Limit of Liability**.
 2. The total limits of liability under Coverage Parts A, B and C will not exceed the highest applicable limit of Coverage Part A, B or C; and

3. **We**, in **Our** sole discretion, will determine which Coverage Part and Subpart applies.
- H. If a **Claim** is covered under this **Policy** and any other policy of insurance issued by **Us**, **Our** liability is limited as follows:
1. In no event will the limits of liability under the policies be added together, combined or stacked to determine the applicable limit of liability;
 2. The most **We** will pay will be the highest applicable limit of liability under the policies.

VI. COVERAGE EXTENSIONS

A. Estates and Legal Representatives

This **Policy** will afford coverage for a **Claim** to which this **Policy** applies if made against **Your** estate, heirs, or legal representatives if **You** are deceased, or against **Your** legal representatives if **You** are incompetent or bankrupt, to the extent that in the absence of such death, incompetence, or bankruptcy, such **Claim** would have been covered by this **Policy**.

VII. EXCLUSIONS

We will not be liable to make any payment in connection with any matter, **Claim** or **Damages** based upon, arising out of or related to any actual or alleged:

- A. Criminal, malicious, fraudulent, knowingly wrongful, or dishonest act(s) or omission(s), or violation(s) of any statute or regulation committed by **You** or with the knowledge, consent or approval of **You**. However, this exclusion will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that such acts or omissions were criminal, malicious, fraudulent, knowingly wrongful or dishonest, or that **You** approved, consented to or had knowledge of such conduct. **We** will not be required to appeal any such adjudication, judgment or ruling. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**.
- B. Criminal proceedings, regardless of the allegations made against **You**;
- C. Unjust enrichment, or obtaining any profit, remuneration or advantage to which **You** were not legally entitled. This exclusion, however, will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that

there was in fact unjust enrichment or obtaining of profit, remuneration or advantage to which such **Insured** was not legally entitled;

- D. Liability as an owner or proprietor of any clinic with bed and board facilities, sanitarium, nursing home or laboratory, or for any acts, errors or omissions arising out of or in the course of any trade, business, employment or profession other than as a social worker;
- E. Medical, surgical, dental, x-ray or nursing service or treatment, the furnishing of food or beverages in connection therewith or the furnishing or dispensing of any drugs or medical, dental or surgical devices, supplies or components. This exclusion does not include any services performed by **You** at the direction of a physician or the use of any biofeedback equipment that **You** use in **Your** social worker practice;
- F. **Claim, Potential Claim, Professional Incident or Damages** that reasonably should have been known or foreseen by any **Insured** prior to the inception date of this **Policy** to be likely to give rise to a **Claim** or other matter that otherwise would be covered by this **Policy**. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**;
- G. **Damages** that were expected or intended, or that should have been reasonably expected or intended, from the standpoint of an **Insured**;
- H. Liability assumed by **You** under any contract or agreement, whether written or oral, except to the extent that **You** would have been legally liable in the absence of such contract or agreement. This exclusion does not apply to any liability **You** assume under a contract with a Health Maintenance Organization, Health Insurance **Company**, or any other similar organization that is attributable to **Your** alleged negligence in the performance of **Your** work as a social worker;
- I. Liability for services other than as a social worker. This exclusion includes, but is not limited to, services as a psychiatrist, physician, dentist, nurse, podiatrist, chiropractor, nurse anesthetist, nurse-midwife, midwife, perfusionist, sonographer, osteopath, or healthcare aide;
- J. **Sexual Misconduct** except as set forth in Section I, Coverage Part C.H.
- K. Liability for employment practices, including but not limited to refusal to employ, wrongful termination or employment, coercion, demotion, evaluation, reassignment, discipline, harassment, libel, slander or other employment-related practices, policies, or conduct. This exclusion applies to independent contractors as well as employees;

- L. Libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry or eviction, violation of rights of occupancy, false arrest, false imprisonment, malicious prosecution, malicious use of or abuse of process, **Assault**, battery, or any resulting loss of consortium, disability, shock, humiliation, embarrassment, mental injury or anguish, emotional distress or injury to personal or business reputation or character;
- M. Liability based upon or arising out of any intentional act of plagiarism or infringement of any copyright, patent, trademark, trade name, trade dress, service mark or, misappropriation of any intellectual property, idea or trade secret;
- N. Liability based upon or arising out of any of the following:
 - 1. false, deceptive or unfair trade practices;
 - 2. unfair competition, impairment of competition, restraint of trade or antitrust violations;
 - 3. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, including as may be amended, and any similar federal, state or local statutes or regulations in the U.S. or outside the U.S.;
 - 4. violation of consumer protection laws; or
 - 5. deceptive or misleading advertising.
- O. Liability for any **Claim** by an **Insured** against any other **Insured**
- P. Liability for any **Claim** by any entity:
 - 1. That is operated, managed or controlled by **You** or that **You** have an ownership interest in;
 - 2. in which **You** are an officer or director; or
 - 3. that wholly or partly owns, operates or manages **You**;
- Q. Express warranties and guarantees. This exclusion, however, does not apply to **Your** warranty or guarantee that **Your Professional Services** are in conformity with the standard of care applicable to **Your Professional Services**;
- R. **Professional Services** or other services provided while **Your** license or certification to perform **Your** social worker duties is suspended or revoked;

- S. Duties that **You** owe as a proprietor, owner, partner, manager, superintendent, director or officer or of any entity not specified as an **Insured** in this **Policy**;
- T. Failure or infection of any computer, server, operating system, network, hardware, software, or any loss of or damage to, or loss of use of any electronic data or any work product due to the failure or infection of any such computer, computer, server, operating system, network, hardware, or software;
- U. Failure to protect, unauthorized disclosure or use of, or improper collection of, any personally identifiable information or confidential corporate information that is in **Your** care, custody or control.
- V. Design, manufacture, sale, supply, or distribution of any goods or products, including but not limited to products or goods designed or manufactured by **You** or by others under license or trade name from **You**.
- W. War or any act of war, invasion, act of foreign enemy, hostilities (whether or not a war is declared), strike, riot or civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or terrorism;
- X. Discrimination, including but not limited to the violation of any law, whether statutory or common law, including but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, harassment, handicap, or pregnancy;
- Y. Inability or failure of **You** or others to collect or pay money, or any issues involving reimbursement requests, overbilling and other fee-related matters;
- Z. Threatened or actual discharge, dispersal, release or escape of **Pollutants**; or direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- AA. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any motor vehicle, aircraft, or watercraft;
- BB. **Property damage** to:
 - 1. Property used by **You** or in **Your** care, custody or control;
 - 2. Property owned or occupied by or rented/leased to **You**; or
 - 3. Premises sold, given away or abandoned by **You**, if the **Property Damage** arises out of any part of those premises;
- CC. Any business relationship or venture with any prior or current client or patient; or

- DD. **Professional Incident** while **You** were under the influence of an illegal drug or substance or while **You** were intoxicated.
- EE. Violation of
1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 3. The Fair and Accurate Credit Transaction Act of 2003 (FACTA), part of The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et. seq., including any amendment of or addition to such law; or
 4. Any statute, ordinance or regulation other than the TCPA, FACTA, FCRA or CAN-SPAM Act of 2003 that prohibits or limits the recording, sending, transmitting, communicating, or distribution of material or information, or the inclusion of full credit card numbers or credit card expiration dates on any receipts provided to customers at the time of a credit card transaction or handling of or dissemination of personal financial or other information.
- FF. Violation of the Employee Retirement Income Security Act of 1974, (ERISA) including any amendments or additions to such law, and any rules or regulations promulgated pursuant to such law.
- GG. Liability for therapies or activities that involve equine therapy or canine therapy.
- HH. Except to the extent provided under Coverage Part C, Subpart B for **Privacy Wrongful Acts**, any liability, or expenses arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by **You** or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

VIII. CONDITIONS

- A. Duties in the Event of a **Claim** or **Potential Claim** Under Coverage Parts A, B, or C, or Receipt of a Matter under Coverage Part C

It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that **You** give to **Us** written notice during the **Policy Period** or any applicable Extended Reporting Period of the following, as soon as practicable and without delay:

1. If, during the **Policy Period** or any applicable Extended Reporting Period, a **Suit** is brought or other **Claim** made against **You**, **You** must notify **Us** of such **Suit** or other **Claim** and such notice must contain:
 - a. All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
 - b. The identity of the **Insured(s)** involved and the identity of the claimant; and
 - c. The date of and location where the alleged incident took place;
2. If, during the **Policy Period** or any applicable Extended Reporting Period, **You** first receive notice of a matter that is covered under Coverage Part C, **You** must notify **Us** in writing of that matter and such notice must contain:
 - a. All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
 - b. The identity of the **Insured(s)** involved and the identify of any individual(s) or entity(ies) to whom the **Insured** could be obligated to make any payment for which the **Insured** would seek coverage under Coverage Part C; and
 - c. The date, location, circumstances and any other information regarding where the alleged incident at issue took place;
3. All notices under this section must be in writing and sent to the attention of the plan administrator on behalf of the **Company**.

B. Cooperation of the Insured

1. It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that all **Insureds** will cooperate with the **Company**, including, but not limited to, the following:
 - a. Immediately send **Us** copies of any demands, notices, summonses, legal papers received in connection with the **Claim** or **Suit**;

- b. Authorize **Us** to obtain records and other information;
- c. Cooperate with **Us** in the investigation, settlement or defense of any **Claim** or **Suit**;
- d. Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization that may be liable to **You** because of injury or damage to which this insurance may also apply; and
- e. Attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

2. **No Insured** will:

- a. Prejudice **Our** position, potential or actual right of recovery, legal obligations or rights;
- b. Settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** written consent; or
- c. Voluntarily make any payments, assume any obligation, or incur any expense, except those done at **Your** own cost.

C. **Other Insurance**

Any payment due under this **Policy** is specifically excess of and will not contribute with any other valid and collectible insurance unless such other insurance is written only as specific excess insurance over the **Limits of Liability** of this **Policy**.

D. **Bankruptcy**

Bankruptcy or insolvency of the **Named Insured** will not relieve **Us** of **Our** obligations under the **Policy**, subject to the right of termination of the **Policy** for material change in condition or control of the **Named Insured**.

E. **Sole Agent**

The **Named Insured** will act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, the receipt and acceptance of any endorsements issued to form a party of the **Policy**, giving and receiving notice of cancellation and non-renewal, and providing any consent to settlement that may be required or requested.

F. Changes

Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not affect a waiver or change in any part of this **Policy** or stop **Us** from asserting any right under the terms of this **Policy**, nor will the terms of this **Policy** be waived or changed, except by endorsement issued to form a part of this **Policy**.

G. Cancellation and Nonrenewal

1. Cancellation

- a. **You** may cancel this **Policy** within sixty (60) days of the effective date of the **Policy** by mailing or delivering to **Us** advance written notice of cancellation, as long as evidence of the cancellation is received by **Us** within the first sixty (60) days after the **Policy's** effective date.
- b. **We** may cancel this **Policy** by mailing by first-class mail or delivering to **You** written notice of cancellation stating the reason for cancellation, to the last address known to **Us**, at least:
 - i. Ten (10) days before the effective date of the cancellation if **We** cancel for nonpayment of premium; or
 - ii. Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.
 - iii. Notice of cancellation will state the effective date of the cancellation. The **Policy Period** will end on the date of cancellation.
 - iv. If this **Policy** is cancelled, **We** will send the first **Named Insured** any premium refund due. If **We** cancel, the refund will be the pro rata unearned premium. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if **We** have not made or offered a refund.
 - v. A certificate of mailing from the U.S. postal service or certified mail receipt will be sufficient proof of notice.

2. Nonrenewal

We may decide not to renew this **Policy** for any legally permissible reason. If **We** decide not to renew this **Policy**, **We** will mail, through first-class mail

to **You**, written notice of the nonrenewal at least thirty (30) days before the expiration date.

H. Legal Action Against Us

No person or organization has a right under this **Policy**:

1. To join **Us** as a party or otherwise bring **Us** into a **Suit** asking for **Damages** or other damages from an **Insured**; or
2. To sue **Us** on this **Policy** unless all the terms and conditions have been fully complied with.

A person or organization may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **We** will not be liable for any damages that are not payable under the terms of this **Policy** or that are in excess of the applicable **Limit of Liability**. An agreed settlement means a settlement and release of liability signed by **Us**, **You**, and the claimant or the claimant's legal representative.

I. Conformance with Statutes and Laws

Any terms of this **Policy** which are in conflict with the statutes or laws of the state or province wherein this **Policy** is issued are hereby amended to conform to such statutes and laws.

J. Representations

By accepting this **Policy**, **You** agree that:

1. The statements in the Application and Declarations are true, accurate and complete;
2. Those statements are based upon representations **You** made to **Us**;
3. That the representations made are deemed to be material, and that **We** have issued this **Policy** in reliance upon the truth, accuracy, and completeness of such statements.
4. Any and all relevant provisions may be voided by **Us** in any case of fraud, intentional concealment, or misrepresentation of material fact by **You**.

K. Arbitration

Any dispute arising out of, under or relating to this **Policy**, including but not limited to a dispute as to the meaning, interpretation, application or validity of any term, condition, definition, exclusion or any other provision of this **Policy**, will be resolved only by binding arbitration, such arbitration to be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) in effect at the time of the demand for arbitration, except as amended here. Such arbitration proceedings are to be held in either the District of Columbia or Chicago, Illinois, at the election of the **Company**.

No award of punitive damages will be made in any such arbitration. Each party will bear its own fees and costs in connection with any such arbitration, but the costs and fees incurred through the AAA will be shared equally by **Us** and **You** unless the arbitration award provides otherwise. The arbitration award is final and binding. Any award may be confirmed and enforced in a federal court of competent jurisdiction within the District of Columbia or in Chicago, Illinois.

L. Choice of Law

In the event that the **Company** and an **Insured** dispute the meaning, interpretation or application of any term, condition, definition, exclusion or any other provision of this **Policy**, the **Insured** and the **Company** agree that the law of the District of Columbia will apply, without regard to any conflicts or choice of law rules or principles.

M. Interpretation

This **Policy** is to be interpreted and construed in an even-handed manner as between the parties. If the language of this **Policy** is deemed ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant provisions of the **Policy** without regard to authorship of the provisions and without any presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company**.

N. Subrogation and Assignment

1. If the **Insured** has rights to recover all or part of any payment that the **Company** has made under this **Policy**, those rights are transferred to **Us**. All **Insureds** will fully cooperate with the **Company** in its pursuit of recovery rights in its or the **Insured(s)** name, including but not limited to the execution of such documents necessary to enable the **Company** to effectively bring suit, prosecute claims or otherwise obtain recovery. No **Insured** will prejudice **Our** subrogation rights.

2. No **Insured** may assign any interest in this **Policy** unless **We** give **Our** prior written consent, and an endorsement is attached to the **Policy** effecting assignment.

O. Extended Reporting Periods

1. If this **Policy** is canceled or not renewed for any reason other than non-payment of premium, fraud or material misrepresentation, **We** will provide the **Insured** with an Automatic Extended Reporting Period of 60 days and, at **Our** discretion, may provide the **Insured** with a Supplemental Extended Reporting Period of a longer duration, as described below. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**. Each **Insured** must apply separately for a Supplemental Extended Reporting Period.
2. The Automatic Extended Reporting Period does not extend the **Policy Period** or reinstate or increase the **Limits of Liability**. The **Limits of Liability** applicable to any **Claim** or matter reported to **Us** during the Automatic Extended Reporting Period shall be part of, and not in addition to, the applicable **Limits of Liability** for such **Claim** or matter, including the Aggregate Limit, stated in the Declarations for this **Policy**.
3. The Automatic Extended Reporting Period is provided automatically without additional charge. The Automatic Extended Reporting Period starts with the end of the **Policy Period** and lasts for 60 days. The Automatic Extended Reporting Period does not apply to **Claims, Claim Expenses, Privacy Wrongful Acts, Assaults**, or any other matters that are covered under any other insurance, or that would be covered but for exhaustion of the amount of insurance applicable to such matters.
4. At **Our** discretion, we may provide the **Insured** with a Supplemental Extended Reporting Period of a greater duration, but only by an endorsement and for an extra charge. Each **Insured** must apply separately for a Supplemental Extended Reporting Period. **We** reserve the right to deny a Supplemental Extended Reporting Period for any **Insured** based on our underwriting rules. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**.
5. A Supplemental Extended Reporting Period does not extend the **Policy Period**. However, it will reinstate the **Limits of Liability** for the **Insureds** for whom a Supplemental Extended Reporting Period is provided. If more than one **Insured** is named on an endorsement granting a Supplemental

Extended Reporting Period, the reinstated **Limits of Liability** will be shared by all such **Insureds**. We reserve the right to require **Insureds** to purchase separate Supplemental Extended Reporting Periods.

6. If a Supplemental Extended Reporting Period is provided, it will start when the Automatic Extended Reporting Period ends. The Supplemental Extended Reporting Period will not go into effect unless the **Insured** pays the additional premium promptly when due. Once that premium is paid, **We** will consider it to be fully earned, and the Supplemental Extended Reporting Period may not be canceled. **We** will determine the additional premium in accordance with **Our** rules and rates.
7. If a Supplemental Extended Reporting Period is in effect, insurance provided by this **Policy** will be excess insurance over any part of any other insurance whose policy period begins or continues after the start of the Supplemental Extended Reporting Period. It will do so whether the other insurance applies on a primary, excess, contingent or any other basis.

P. Titles of Paragraphs

Titles of paragraphs are inserted solely for the convenience of reference and are not deemed to limit, expand, or otherwise affect the provisions to which they relate.

END

Subpoena Notification

Email the completed form to: customerservice@socialworkinsure.com OR
Overnight mail to: Preferra Insurance Company RRG Plan Administrator, 1200 E. Glen Ave., Peoria IL 61616

FORM INSTRUCTIONS: All must be answered. If a question does not apply, enter N/A. To attach additional information, please attach to this form.

Name:

Expiration date of Current Policy:

Policy Number(s):

Retroactive Date of Current Policy:

Phone:

Email Address:

1.) Prior Carriers and effective dates of coverage with each:

2.) Date Subpoena was received:

3.) Location of Subpoena (State):

4.) Dates of Treatment/Evaluation of Involved Client(s)*:

**Be as accurate as possible with dates of treatment.*

✓ Please be advised that in order for coverage to apply, report or discovery of the subpoena must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).

✓ *If you were not insured with Preferra Insurance Company RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.*

*****Please forward a copy of the subpoena received along with this report. Treatment notes and records and other patient Private Health Information are not necessary at this time.*****

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.

☐ I Agree

☐ I Do Not Agree

Signature: _____

Today's Date: _____

Professional Liability Initial Incident Report

Email the completed form to: customerservice@socialworkinsure.com OR

Overnight mail to: Preferra Insurance Company RRG Plan Administrator, 1200 E. Glen Ave., Peoria IL 61616

FORM INSTRUCTIONS: All questions must be answered. If a question does not apply, enter N/A. To submit additional information, please attach to this form.

1) Policy Number (please submit all active policy numbers) or Policy ID:

2) Name of Insured (as it appears on the declaration page):

3) DBA ("Doing Business As" – other name used):

4) Contact Name:

5) Home Phone:

6) Work/Business Phone:

Other Phone Number:

7) Email Address:

8) Current Policy Effective Date:

9) Current Policy Expiration Date:

10) Retroactive Date of Coverage:

11) State in which Incident occurred:

12) Prior Carrier(s) Information: Please identify prior Professional Liability Carriers:

13) Have any specific procedures or elements of practice been excluded from coverage under any of your prior carriers?

☐ Yes[†] ☐ No

[†]If yes, include the name of the carrier and the specific procedure or element of practice excluded.

14) Have any of your prior carriers defended any claims or paid any settlements or judgments on your behalf?

☐ Yes[†] ☐ No

[†]If yes, include the name of the carrier and amounts paid, and provide details of the particular claim, suit, or complaint.

15) Do you currently have any other pending professional liability claims, suits, or board investigations other than the information being reported on this Initial Incident Report?

☐ Yes^{††} ☐ No

^{††}If yes, please provide a full explanation of the matter including the name of the court or board with which the suit or complaint was filed, the caption and docket number of the case (if any), the outcome or current status of the case, and any other relevant details.

16) Date of Incident in Question*:

17) Dates of Treatment/Evaluation of Involved Client(s)*:

* Please be as accurate as possible with dates of incident/treatment.

- Please be advised that in order for coverage to apply, report or discovery of the claim must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).
- If you were not insured with Preferra Insurance Company RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.

18) Type of Claim (check all that apply):

- | | |
|---|--|
| ☐ Professional Liability | ☐ GL – Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or host Liquor Liability. **If you check this box, you must complete page 3 of this form** |
| ☐ Deposition Expense | ☐ State Licensing Board Investigation Expense |
| ☐ Medical Expense | ☐ First Aid Coverage |
| ☐ Assault Coverage | |

19) Have you received any of the following written documentation?* (check all that apply):**

- | | |
|---|--|
| ☐ Summons / Letter of intent | ☐ Subpoena for deposition |
| ☐ Notice of complaint | ☐ Other (describe): _____ |

If so, what date was it delivered? ____ / ____ / ____
mm / dd / yyyy

***Please include with this form documentation received directly from a court, attorney, complainant, and/or regulatory agency. **NOTICE:** Treatment notes and records and other patient Private Health Information are not necessary at this time.

20) Do you suspect that a claim or suit may arise out of the incident or treatment in question? ☐ Yes ☐ No

21) Please print/type here a brief description of Incident or Claim, and reasons why you suspect a claim or suit may arise:
(Please attach additional sheets as needed.)

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.

☐

I Agree

☐

I Do Not Agree

Signature: _____

Today's Date: _____

PLEASE SUBMIT ALL SUPPORTING DOCUMENTATION, SUCH AS COURT DOCUMENTS AND RELATED CORRESPONDENCE (FROM A LICENSING BOARD AND ITS AGENTS OR INVESTIGATORS, THE COMPLAINANT'S ATTORNEY, OR OTHER RELEVANT PARTIES).

PAGE 3: SUPPLEMENTAL FORM FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, ADVERTISING INJURY,
PERSONAL LIABILITY, OR HOST LIQUOR LIABILITY INCIDENTS.

22) Location (street, suite #, city, state, zip code): _____

23) Do you rent or own this location? ☐ Rent ☐ Own

24) If you own this location, what percentage of the building is owned by you? ☐ 100% ☐ Other: _____

List names of all co-owners: _____

25) If the incident type is bodily injury or property damage, did the incident occur?:

☐ On Premises? Where did the injury take place? _____

☐ Off Premises? Where did the injury take place? _____

Did this injury involve a vehicle? ☐ YES ☐ NO

Who witnessed the incident? _____

27) List all services which are provided at this location: _____

28) Name of therapist(s) involved in incident: _____

29) Name of therapist(s) involved in treatment of injured client: _____

30) Describe your relationship to the injured party: _____

32) Prior Commercial General Liability Carrier(s) Information: _____

PLEASE READ AGREEMENT AND CHECK ONE ANSWER:

The insured declares the information contained in the incident report is true, and no material facts have been suppressed or misstated.

☐

I Agree

☐

I Do Not Agree

Signature: _____

Today's Date: _____

Important: Preferra Risk Retention Group, Inc. Membership Confirmation Notice

Preferra Risk Retention Group, Inc. (the “Company”) is a mutual captive insurer and risk retention group organized under District of Columbia law. As a policyholder, you are a member of the Company for so long as your policy remains in force.

As a member, you are entitled to vote in person or by proxy on all matters, including the election of directors, brought before the membership for a vote at any meeting of the members. An Annual Meeting of the members is held every September. You will receive notice of the Annual Meeting at your address on record with the Company. Members of the Company also are entitled to participate in any dividend declared by the Company’s Board of Directors, subject to any conditions established by the Board of Directors and the approval of the Company’s District of Columbia regulator.

If the policyholder is an entity, an officer or other authorized representative of the entity may exercise the entity’s membership rights on its behalf.

You can find the corporate Governance Standards and a Code of Business Conduct and Ethics adopted by the Company’s Board of Directors below.

<https://preferrainsurance.com/rrg-governance/>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2025

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

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

PRODUCER Preferra Insurance Company RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	CONTACT NAME	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
INSURED Heidi A Shock 2309 Harmony Dr. Burton, MI 48509	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Preferra Insurance Company Risk Retention Group	NAIC # 14366
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

CUSTOMER ID: 4H13UWESGA

CERTIFICATE NUMBER: P-IND4T7GWZ893S1-02

REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ EPLI - CLAIMS MADE ☐ EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under Description of Operations below						☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance Retroactive Date: 07-07-2023	N	N	P-IND4T7GWZ893S1-02	07/07/2025	07/07/2026	Per Claim Limit \$1,000,000.00 Aggregate Limit \$3,000,000.00 State Licensing Board Limits \$35,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Genesee County Circuit Court 900 Saginaw St Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



GENESEE COUNTY
OFFICE OF FISCAL SERVICES

RISK MANAGEMENT DIVISION
1101 Beach Street, 3rd Floor Flint, Michigan 48502
Phone: (810) 257-2628 Fax (810) 257-3502

COUNTY OF GENESEE
SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM

I, Heidi Shock, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (_____).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Heidi Shock
Signature (contractor)

07/31/25
Date

Bob Bala
Witness (other than relative)

7/31/25
Date

1/14/2016



GENESEE COUNTY
OFFICE OF FISCAL SERVICES

RISK MANAGEMENT DIVISION

1101 Beach Street, 3rd Floor Flint, Michigan 48502

Phone: (810) 257-2628 Fax (810) 257-3502

RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and auto physical damage, and property damage, for all vehicles used during the duration of the contract with Genesee County.

☒ I, Heidi Shock have also provided proof of my personal auto liability and physical damage coverage to Genesee County Risk Management and represent that if my insurance company requires a special rider/additional coverage for use of a personal vehicle in the course and scope of my business, I have obtained that rider/additional coverage

Dated this 31st day of 07, 2025.

Signature Heidi Shock

Witness Ben Bula

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and Heidi Shock, an independent contractor, whose principal place of business is located at 2309 Harmony Drive, Burton, MI 48509 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on October 1, 2025, and shall be effective through September 30, 2026 (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to one (1) additional one-year terms (the “Extension Terms”).

2. Purpose

This Contract is entered into for the purpose of coordinating Adult Felony Recovery Court and Mental Health Court treatment services provided to participants in the Genesee County Adult Felony Recovery Court and Mental Health Court Programs (the “Programs”) administered by the Genesee County Circuit Court. The Contractor acknowledges that the Program is funded through grants from the Michigan State Court Administrator’s Office, SAMHSA, and other ancillary awards (the “Grant”).

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

4. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount to be paid to the Contractor under this Contract shall not exceed \$13,500.00. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit B (the “Budget”). If this contract is extended, the County and Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items

of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
 - 4.3 The County will pay the Contractor monthly in accordance with the Budget upon submission of financial reports as required by the Grant.
 - 4.4 The Contractor shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the fiscal procedures provided by the State Court Administrative Office (SCAO). Any under-recovery of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
 - 4.5 The Contractor must provide to the County monthly invoices in a form acceptable to the County, no later than by the close of business on January 5, April 5, July 5, and October 5 of each contract year.
5. **Reports.** The Contractor agrees to submit timely, complete, and accurate reports as required by the terms of the Grant and identified in Exhibit B. The County will provide the Contractor forms for all required reports.
6. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Contract Administrator**

The contract administrator for this Contract is Breana Benham (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

8. **Warranties**

The Contractor warrants that:

- 8.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 8.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 8.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

- 8.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 8.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to, to the extent permitted by law and without loss of governmental immunity, indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

9. Suspension of Work

9.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

9.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

10. Termination

10.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

10.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

10.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

11. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

12. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

13. Confidential Information

- 13.1 The Parties shall ensure that medical services to, and information contained in the medical records of persons served under the provisions of this Contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the Services provided under this Contract, shall remain confidential. Such information shall not be disclosed without the written consent of either the patient or a person responsible for the patient, except as may otherwise be required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosed does not directly identify particular individuals.
- 13.2 The Parties shall remain in compliance with the Health Insurance Portability and Accountability Act (HIPAA) 42 CFR Part 2, and applicable confidentiality provisions of the Michigan Mental Health Code, to the extent that this Act and these regulations are pertinent to the Services. This obligation survives termination of this Contract, and shall remain effective as long as either Party maintains records arising out of the Services that are covered by the Act and the regulations.
- 13.3 See “Exhibit D” – Business Associate Agreement – for continued definitions of Protected Health Information and stipulations for use within the court programs.

14. Intellectual Property

- 14.1 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Contractor under this Contract shall belong to the SCAO and are subject to patent and copyright only by the SCAO. The SCAO shall have the right to obtain from the Contractor original materials produced under this Contract and shall have the right to distribute those materials.
- 14.2 When activities supported by this Contract produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such materials, but shall acknowledge that the SCAO reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, and to authorize others to reproduce and use such materials. This publication right does not include service recipient information or personal identification data.

- 14.3 Any materials bearing the name of the SCAO, the County, or any County court or agency must be approved by the named agency prior to reproduction and use.
- 14.4 The Contractor agrees to promptly disclose in writing to the Contract Administrator and the SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Contractor or Contractor's employees or agents while engaged in activity under this Contract. As to each such disclosure, the Contractor shall specifically point out the features or concepts that are new or different.
- 14.5 The SCAO shall have the right to request the assistance of the Contractor and its employees or agents in determining and acquiring copyright patent, or other such protection at the SCAO's request.

15. Audit Rights

15.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

15.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

15.3 Audit

The Contractor agrees that the County, the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives may examine the Contractor's records to ensure compliance with the terms of this Contract and with the terms of the Grant

15.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

16. Identity Theft Prevention

16.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

16.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

17. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$ _1,000,000_____ per occurrence and a \$ _2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or

authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

17.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

17.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

18. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

19. General Provisions

19.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

19.1.1. The Contract – This Professional Services Contract

19.1.2. Exhibit A – The Scope of Work

19.1.3. Exhibit B – Required Reports

19.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

19.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

19.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

19.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

19.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

19.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

19.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

19.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

19.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

19.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

19.11 Grant Award Funding

This Contract is contingent upon funding being available for the term of the Contract and the Contractor shall have no right of action against the County in the event that the County is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the County or lack of sufficient funding of the County for this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR

COUNTY OF GENESEE

By: _____
Heidi Shock
Counselor

By: _____
Delrico Loyd
Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

The Contractor agrees to coordinate substance use and mental health services provided to participants in the Programs (the “Services”). Specifically, the Contractor shall:

- Arrange a clinical intake assessment for participants.
- Provide representative(s) with knowledge of the participant’s treatment and medical history to attend court hearings before the Recovery and Mental Health Courts, and to report on the status of a participant’s treatment and compliance with the Program.
- Provide appropriate and prompt notification to the Recovery and Mental Health Court Programs team if a participant is not complying with the Program.
- Provide written reports as required and comply with the forms provided by the State Court Administrator’s Office (“SCAO”).
- Provide reporting within the DCCMIS and/or Reconnect system for all appointments held by Heidi Shock (ie: case management appointments, medication reviews with physician/nurse practitioner/physician assistant, individual therapy appointments, group therapy appointments, support groups, etc. as applicable).
- Manage and provide a staff person for facilitation of the therapy group for participants of the Specialty Court Programs in collaboration with the court’s program staff.
- Otherwise incorporate and adhere to problem-solving court best practices as provided in the All Rise Best Practice Standards, SCAO’s Problem-Solving Courts Best Practice Standards, and Promising Practices as well as the MATCP Best Practices Manual.

EXHIBIT B
Reports Required from the Contractor

Invoices for Treatment Services, Data Entry, and Court Attendance are due quarterly no later than the close of business on the following dates of the contract year:

- January 5
- April 5
- July 5
- October 3

This invoice shall include a report specifying the following:

- Timecards with Hourly Rates for Personnel

AND/OR

- Report with Initials of Participant, Date, Type of Service Rendered, and Service Unit Cost

EXHIBIT C
Contractor's Budget
October 1, 2025 to September 30, 2026

Michigan Mental Health Court Grant Program: \$2,000.00

Byrne JAG Funding: \$4,000.00

SAMHSA Funding: \$7,500.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2077

Agenda Date: 8/13/2025

Agenda #: 7.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Jerome Threlkeld, Organizational Development Coordinator

RE: Approval of a resolution recognizing September 15-October 15, 2025 as Hispanic Heritage Month in Genesee County

BOARD ACTION REQUESTED:

Approval of a resolution recognizing September 15-October 15, 2025 as Hispanic Heritage Month in Genesee County

BACKGROUND:

One of the Genesee County Diversity, Equity & Inclusion Commission goals is to enhance the county's reputation for being welcoming to all.

DISCUSSION:

Members of the Genesee County Diversity, Equity & Inclusion Commission meet with community members and groups to co-curate this resolution proposed to the Genesee County Board of Commissioners.

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

Inclusive, Collaborative Culture - Members of the Genesee County Diversity, Equity & Inclusion Commission meet with community members and groups to co-curate the resolutions proposed to the Genesee County Board of Commissioners.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, beginning in 1968 under President Lyndon Johnson, the United States observed Hispanic Heritage Week, which was expanded to National Hispanic Heritage Month under President Ronald Reagan in 1988 and has been celebrated each year since from September 15 to October 15; and

WHEREAS, Hispanic Heritage Month serves to honor the culture and contributions of Americans whose roots include twenty primarily Spanish- and Portuguese-speaking countries throughout the Americas, many of which mark their independence from colonial Spain on September 15, 16, or 18; and

WHEREAS, Latinx/Hispanic-American people have made significant contributions to the history, art, economy, civil society, and military of the United States and that prior to the Mexican-American War, all or part of present-day Oklahoma, Colorado, Utah, New Mexico, Arizona, Nevada, Wyoming, and California were part of Mexico; and

WHEREAS, Latinx/Hispanic-American residents of Genesee County are a vibrant and valued part of our community who have helped revitalize neighborhoods, start small businesses, and contribute through cultural, educational, and social leadership across Genesee County; and

WHEREAS, the Latinx Technology and Community Center serves as a hub for Latinx families,

providing resources that support education, workforce development, and cultural enrichment through programs focused on bridging the digital divide by offering technology access and training, supporting youth empowerment and leadership development, and partnering with schools, nonprofits, businesses, and government agencies to ensure equitable access to services; and

WHEREAS, the local branch of the American GI Forum (a congressionally-chartered Hispanic veteran and civil rights organization), led by advocates including Domingo Berlanga, Hector Garcia, and Sixto Olivo, championed the establishment of the Latinx Technology and Community Center, which today is led by Asa Zuccaro, who continues to be a strong voice for equity and cross-cultural collaboration in Genesee County, and Jose Lopez, a community organizer and mentor who leads outreach efforts that connect Latinx residents to essential services and civic opportunities; and

WHEREAS, cultural groups such as El Ballet Folklórico Estudiantíl, a dance and mariachi group led by Sue Quintanilla, are dedicated to increasing self-confidence and leadership for youth through education, practice of cultural heritage, values, arts and performance of Mexican traditions enrich our Genesee County community.

NOW, THEREFORE, BE IT RESOLVED, that the Genesee County Board of Commissioners hereby recognizes the month of September 15 to October 15, 2025, as Hispanic Heritage Month in Genesee County and encourages all county departments to engage in celebratory activities and appropriate recognitions, such as participation in community events, sharing stories, and learning about Latinx/Hispanic-Americans and the contributions they have made to our county and nation.

BE IT FURTHER RESOLVED, that the Genesee County Clerk/Register is directed to provide one copy of this Resolution to each city, village, and township within Genesee County and to each County Clerk in the State of Michigan.