



**GENESEE COUNTY**  
**— M I C H I G A N —**

**Genesee County**  
**Governmental Operations Committee**  
**Agenda**

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**Wednesday, September 3, 2025**

**5:30 PM**

**324 S. Saginaw St., Auditorium**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

[RES-2025-2244](#) Approval of Meeting Minutes – August 13, 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-2025-2078](#) Approval of a resolution recognizing October 2025 as Indian Heritage Month in Genesee County
3. [RES-2025-2092](#) Approval of a request by Genesee County's Specialty Court, in the amount of \$143,716.20 per year for the next three years, to provide staffing for the court; the cost of this request will be paid from Opioid Settlement Funds
4. [RES-2025-2093](#) Approval to increase PO 24-02274 by \$10,000.00 to Zoetis, in an amount not to exceed \$55,000.00, to provide required vaccine supplies to meet the need of Genesee County's animal population

5. [RES-2025-2104](#) Approval of a Letter of Agreement Amendment No. 1 for Fiscal Year (FY) 2026 between Genesee County Community Corrections and Genesee County Sheriff's Office regarding the Residential Substance Abuse Treatment (RSAT) In-Kind Matching Grant for a R.I.S.E Deputy Coordinator
6. [RES-2025-2134](#) Approval of a proposed amendment to the 2024-2025 Appropriations Resolution reallocating expenditures within the Community Corrections budget
7. [RES-2025-2141](#) Approval of a request to rename and reorganize the Department of Community Corrections to the Department of Community Engagement and Justice Services
8. [RES-2025-2144](#) Approval of a request to create the Opioid Settlement Steering Team Committee
9. [RES-2025-2150](#) Approval of a purchase order to Covetrus North America for the fiscal year ending 2026, in an amount not to exceed \$95,000.00, to provide vaccines, medical, and surgical supplies at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-773.000
10. [RES-2025-2151](#) Approval of a purchase order to Zoetis for the fiscal year ending 2026, in an amount not to exceed \$50,000.00, to provide for the purchase of preventative vaccines at Genesee County's Animal Control; the cost of this agreement will be paid from account 2130-430.00-773.000
11. [RES-2025-2153](#) Approval of a purchase order to IDEXX Laboratories for the fiscal year ending 2026, in the amount not to exceed \$45,000.00, to provide lab supplies and testing at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-801.004
12. [RES-2025-2154](#) Approval of a purchase order to Tractor Supply Co. for the fiscal year ending 2026, in an amount not to exceed \$33,000.00, to provide food and litter at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-773.000
13. [RES-2025-2171](#) Approval of Policy for Drafting Resolutions Requested by County Commissioners
14. [RES-2025-2175](#) Approval of an agreement between Genesee County and Stoltman Law, PLLC, in an amount not to exceed \$167,500.00, to provide mandated legal representation of respondents and associated legal services in Probate Court proceedings; the cost of this agreement will be paid from account 1010-294.00-818.001

15. [RES-2025-2225](#) Approval of a proposed amendment to Genesee County's Appointment Policy regarding application process for Commissioners

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2244

**Agenda Date:** 9/3/2025

**Agenda #:**

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Approval of Meeting Minutes - August 13, 2025



**Genesee County  
Governmental Operations Committee  
Meeting Minutes**

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**Wednesday, August 13, 2025**

**5:30 PM**

**324 S. Saginaw St, Auditorium**

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**I. CALL TO ORDER**

Commissioner Weighill called the meeting to order at 6:50 PM.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

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

**RESULT:** APPROVED

**MOVER:** Charles Winfrey

**SECONDER:** Brian K. Flewelling

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

**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

**RESULT:** POSTPONED

**MOVER:** Delrico J. Loyd

**SECONDER:** Charles Winfrey

- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
2. [RES-2025-1603](#) Approval of Genesee County's Electronic Communication Policy
- RESULT:** REFERRED  
**MOVER:** Shaun Shumaker  
**SECONDER:** Delrico J. Loyd
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
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
- RESULT:** REFERRED  
**MOVER:** Brian K. Flewelling  
**SECONDER:** Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
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
- RESULT:** REFERRED  
**MOVER:** Shaun Shumaker  
**SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

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
- RESULT:** REFERRED  
**MOVER:** Charles Winfrey  
**SECONDER:** Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
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
- RESULT:** REFERRED  
**MOVER:** Charles Winfrey  
**SECONDER:** Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
7. [RES-2025-2077](#) Approval of a resolution recognizing September 15 - October 15, 2025 as Hispanic Heritage Month in Genesee County
- RESULT:** REFERRED  
**MOVER:** Charles Winfrey  
**SECONDER:** Delrico J. Loyd
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

## VIII. OTHER BUSINESS

- [RES-2025-2120](#) Motion to add RES-2025-2121 to the agenda

**RESULT:** APPROVED  
**MOVER:** Shaun Shumaker  
**SECONDER:** Charles Winfrey

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

**RES-2025-2121** Approval of a resolution naming the Board of Commissioners' Chamber in Honor of Bryant "BB" Nolden

**RESULT:** REFERRED

**MOVER:** Charles Winfrey

**SECONDER:** Shaun Shumaker

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

**IX. ADJOURNMENT**

The meeting was adjourned at 7:20 PM.



# Genesee County

## Staff Report

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

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**File #:** RES-2025-1231

**Agenda Date:** 9/3/2025

**Agenda #:** 1.

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**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.

<b>SAVI DETAILS</b>	
<b>“Savi Platform” Description</b>	<p>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.</p> <p>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.</p> <p>Authorized “<b>Users</b>” 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.</p>
<b>“Referrer” Name</b>	Genesee County Michigan
<b>“Start Date”</b>	7/1/2025
<b>“End Date”</b>	7/1/2026
<b>Term</b>	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.
<b>Implementation – Co-branded Microsite</b>	<b>Co-Branded Domain:</b> SAVI shall create a Referrer microsite at the domain “ <b>geneseecountymi.bysavi.com</b> ” 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.
<b>Implementation – General &amp; Marketing</b>	<p>In order to support successful distribution of the Savi micro-site and materials, Savi will also provide:</p> <ul style="list-style-type: none"> <li>● On-going account management services to continue to support the account, troubleshoot any problems, and assist in implementation.</li> <li>● Employer Dashboard Access</li> </ul>



	<ul style="list-style-type: none"> <li>● Pre-filled and tracked Employer Certification Forms</li> </ul> <p>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.</p>
<p><b>Per User Fee for Services</b></p>	<p>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 “<b>Premium Services</b>”):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Student Loan Premium Guidance (Savi Essential)</li> <li><input type="checkbox"/> Student Loan Employer Contribution</li> <li><input type="checkbox"/> SECURE ACT 2.0 Student Loan Retirement Matching</li> <li><input type="checkbox"/> Tuition Reimbursement</li> </ul> <p>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.</p> <p>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.</p>
<p><b>Annual Fees</b></p>	<p><b>To offer Savi Premium Guidance (Savi Essential) at no additional charge to the User, Referrer agrees to pay SAVI \$180,000.</b></p>
<p><b>Billing</b></p>	<p>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.</p>
<p><b>Dashboard</b></p>	<p>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.</p>



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 REFERER 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

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**File #:** RES-2025-2078

**Agenda Date:** 9/3/2025

**Agenda #:** 2.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Jerome Threlkeld, Organizational Development Coordinator

**RE:** Approval of a resolution recognizing October 2025 as Indian Heritage Month in Genesee County

**BOARD ACTION REQUESTED:**

Approval of a resolution recognizing October 2025 as Indian 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 met 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 met with community members and groups to co-curate this resolution 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, the India Club of Genesee County, established in 1974, has served as a vital cultural institution in the greater Flint area for over 50 years, preserving and celebrating the rich cultural heritage, traditions, and values of the Indian community; and

WHEREAS, the India Club of Genesee County has significantly enriched the cultural landscape of Genesee County through vibrant public celebrations such as Holi, Diwali, Navratri, and Republic Day, which foster cross-cultural understanding and community unity; and

WHEREAS, the India Club of Genesee County embraces diversity and inclusion by welcoming individuals from all backgrounds to participate in its programs, creating opportunities for dialogue, connection, and mutual appreciation among communities; and

WHEREAS, the India Club's commitment to youth engagement, education, and community service strengthens cultural ties across generations while contributing to the well-being of the broader community through charitable initiatives and civic involvement; a scholarship fund through the Foundation for Mott Community College for MCC students has been set up; and

WHEREAS, Dr. Bobby Mukkamala, a respected physician, leader, and the President of the American Medical Association, advocating for healthcare advancements and physician leadership

nationwide, and his contributions to public health and community service has been instrumental in improving medical access and awareness in the region; and

WHEREAS, Ashoka Rao, a dedicated classical Indian dance instructor, founded Nrityanjali Dance in 1989; since, Ashoka Rao has played a pivotal role in preserving and promoting Kathak Dance, a traditional Indian dance form; in 2023, she was presented with the most prestigious “Michigan Heritage Award” in recognition of the outstanding contribution to Michigan cultural heritage; through decades of teaching, she has inspired generations of students, fostering a deep appreciation for Indian arts and culture within Genesee County and beyond; and

WHEREAS, C.K. Venkateswaran, a President of the India Club of Genesee County during 1982-1983, helped establish a vital cultural and social hub for the Indian community in the greater Flint area; his vision and leadership laid the foundation for the club’s ongoing role in celebrating Indian heritage and strengthening community connections; and

WHEREAS, Dr. Sudarsan Misra, a founding president of the India Club of Genesee County (1978-79), played a crucial role in establishing a strong cultural foundation for the Indian community in the greater Flint area. His long-standing dedication to the club has helped preserve and promote Indian heritage, creating a space for social and cultural engagement; even decades later, he remains an active member, contributing to the club’s mission of fostering unity and cultural awareness; his leadership and commitment continue to inspire generations within the community.

NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, hereby recognizes the month of October as Indian 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 India and its contributions that it has made to our community and nation.

BE IT FURTHER RESOLVED, that this resolution be entered into the official records of

Genesee County and a copy be presented to the India Club of Genesee County as a symbol of recognition and appreciation for its outstanding contributions to cultural preservation, community engagement, and the promotion of diversity and inclusion within Genesee County and beyond.



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2092

**Agenda Date:** 9/3/2025

**Agenda #:** 3.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Marlene Collick, Deputy Director, Community Corrections

**RE:** Approval of a request by Genesee County's Specialty Court, in the amount of \$143,716.20 per year for the next three years, to provide staffing for the court; the cost of this request will be paid from Opioid Settlement Funds

### **BOARD ACTION REQUESTED:**

Genesee County Community Corrections is requesting \$143,716.20 from the opioid settlement funds for Genesee County Specialty Court for Fiscal Year 2025/2026, October 1, 2025, through September 30, 2026. Renewable for up to an additional three (3) years to allow for time to procure additional, sustainable grant funds.

### **BACKGROUND:**

Genesee County Specialty Courts has been in operation for many years and primarily funded through grant federal dollars. Program terminations and budget decreases are currently taking place nationally. Federal grant streams have informed agencies to anticipate cuts of 10-20%. Genesee County Specialty Courts is projected to be decreased by more than \$143,716.20 but have worked diligently to identify other funding streams to accommodate the difference. This request is to supplement funding cuts with Opiate Settlement Funds to maintain the current staff so that the capacity of clients projected for in Genesee County Specialty Court Programs can be accommodated.

### **DISCUSSION:**

Genesee County Specialty Courts consist of Mental Health Court, Recovery Court, Veterans Treatment Court and Family Dependency Treatment Court. Since January 1, 2020, Specialty Courts has assisted 850 defendants in Genesee County with both criminal and civil dockets. At any given time, these programs have a total capacity of 230.

Opioid Settlement Funds will assist with funding 50% FTE of a Specialty Court Coordinator FTE (\$111,490.50) and 30% FTE of a Specialty Court Operations Specialist II position (\$32,225.70). Allowing for contingency management procedures to continue and not affect contracts with necessary treatment providers. Ensuring that Genesee County Specialty Courts can operate as 'normal' on October 1, 2025

Genesee County has been receiving funding from Opioid Settlements and as of July 2025, has a balance fund of ~\$6,400,000.00. The Opioid Settlement Advisory Committee meets regularly to

determine the best practices. To continue to offer specialty courts at the magnitude that we do in Genesee County, \$143,716.20 is requested from Opioid Settlement funds for fiscal year 2026, with up to an additional three (3) year extension.

Funding this type of service through the Opioid Settlement Funds is an approved Core Remediation strategy listed in Exhibit E under Schedule B (Approved Uses), in Section D. Address the Needs of Criminal Justice-Involved Persons under #3, "Support treatment and recovery courts that provide evidence-based options for persons with Opioid Use Disorder and any co-occurring SUD/MH conditions."

**IMPACT ON HUMAN RESOURCES:**

None

**IMPACT ON BUDGET:**

No Impact on General Fund.

Grant awards for Fiscal Year 2025/2026 have not yet been awarded but funds are anticipated as follows: SCAO Michigan Mental Health Court Grant Program - \$183,024.00, SCAO Byrne JAG Grant - \$154,500.00, SAMHSA - \$360,000.00 to \$400,000.00, SCAO Michigan Drug Court Grant Program Adult Felony - \$225,404.00, SCAO Michigan Veterans Treatment Court Program - \$25,600, and SCAO Michigan Drug Court Grant Program Family Court - \$144,384.00. The total operating budget of the specialty courts for FY 24/25 is \$1,111,033.32 and anticipated operating costs for FY 25/26 are \$1,218,660.60.

**IMPACT ON FACILITIES:**

None

**IMPACT ON TECHNOLOGY:**

None

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Board of Commissioners have committed to creating a Healthy, Livable & Safe Community. This program will help further that goal by assisting those individuals that are experiencing substance use disorders impacted by justice. It will offer those ordered tools, resources and support necessary to maintain recovery. Impacting both public health and public safety.

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 Deputy Director of Community Corrections to enter into a Letter of Agreement between Genesee County, through Community Corrections, and the 7<sup>th</sup> Circuit Court, whereby the Genesee County Specialty Courts will receive \$143,716.20 of opioid settlement funds for FY 2025-2026 to maintain current staffing and service levels, said funding being necessary due to decreases in federal funding, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board), both the Director of the Specialty Courts and the Chairperson of this Board are authorized to execute the Letter of Agreement, and the Chief Financial Officer is directed, as necessary, to record the attached budget amendment.

## **EXHIBIT E**

### **List of Opioid Remediation Uses**

#### **Schedule A Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>1</sup>

**A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

**B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

**C. PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

**E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

**F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

**H. EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

**I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

## Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
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### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

<b>PART THREE: OTHER STRATEGIES</b>
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

## **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**LETTER OF AGREEMENT**  
**Between**  
**THE GENESEE COUNTY OFFICE OF COMMUNITY CORRECTIONS**  
**And**  
**7<sup>th</sup> CIRCUIT COURT**  
**(GENESEE COUNTY SPECIALTY COURT SERVICES)**

THIS AGREEMENT is between Genesee County Specialty Court Services, hereafter referred to as the CONTRACTOR (900 S. Saginaw Street, Flint, Michigan 48502), and Genesee County Community Corrections, hereafter referred to as GENESEE COUNTY (630 S. Saginaw St. Flint, Michigan 48502).

WHEREAS, the Genesee County Community Corrections has authorized funds from the opioid settlements' Core Remediation account for the purpose of partnering with Genesee County Specialty Court Services to supplement partial funding for (2) Full Time Employees who serve as coordination and operations to the department and whereas a Request for Funding has been submitted and approved by the Genesee County Opioid Settlement Advisory Committee hereafter referred to as the OSAC and the Genesee County Board of Commissioners. This agreement defines the roles and responsibilities of the CONTRACTOR and GENESEE COUNTY.

**Section 1 - STATEMENT OF WORK**

The CONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions of this agreement:

The CONTRACTOR shall:

- A. Deliver the prescribed services in accordance with the Specialty Court Coordinator and Specialty Court Operations Specialist position description (Attachments A and B).

**Section 2 - SERVICES TO BE PROVIDED BY GENESEE COUNTY**

For the purpose of this agreement, GENESEE COUNTY agrees to provide the following:

1. GENESEE COUNTY will aid the CONTRACTOR and monitor progress of the CONTRACTOR during the term of the contract.
2. Program and contract administration guidelines and standards for use by the CONTRACTOR.

**Section 3 - PERIOD OF PERFORMANCE**

The term of this agreement is from October 1, 2025, through September 30, 2026.

#### **Section 4 - COMPENSATION**

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable to the CONTRACTOR under this agreement is **\$143,716.20 (Attachment C)**.

Payments are subject to, and contingent upon, availability of funding from the State Office of Community Corrections and the State Legislature or the Executive Branches. Payments may be limited, discontinued, or eliminated if the state fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The CONTRACTOR shall receive payments based on totals for salaries and fringes each month.

#### **Section 5 - TERMINATION**

This agreement shall continue in force and govern all transactions between the parties hereto until canceled or terminated by either party, but it is agreed that either party shall have the right, with or without cause, to cancel and annul this agreement at any time upon 30 days prior written notice to the other party. If notice is so given, this agreement shall terminate upon the expiration of thirty (30) days from the date of the notice, and the liability of the parties hereunder for the further performance of the terms of this agreement shall cease after said thirty (30) days, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

GENESEE COUNTY may void this contract if the CONTRACTOR or any subcontractor, manufacturer, or supplier of the CONTRACTOR appears in the register by the Michigan Department of Labor pursuant to Public Act 278 of 1980, as amended, Contracts with Employers Engaging in Unfair Practices Act, (MCLA 423.321 et seq).

#### **Section 6 - SUBCONTRACTING AND ASSIGNABILITY**

The CONTRACTOR shall not assign this agreement for the purpose of fulfilling this agreement without the prior written permission of GENESEE COUNTY. The CONTRACTOR is authorized to enter into subcontracts for the purposes of implementing programs and services identified in the approved Request for Proposal.

#### **Section 7 - AMENDMENTS OR CHANGES IN AGREEMENT**

This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified or altered except in writing and except as to the administrative rules of GENESEE COUNTY at such time such rules are promulgated.

Any mutually agreeable change to the terms of this agreement must be in the form of a written amendment to the agreement and signed by the signatories to this agreement prior to the implementation of the change.

### **Section 8 - SEVERABILITY OF PROVISIONS**

If any part of this Agreement is held to be invalid, unconstitutional or beyond the authority of either GENESEE COUNTY or the CONTRACTOR to enter into or carry out by a Court having appropriate jurisdiction, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which continues in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this agreement, this agreement shall terminate as of the date in which the provision was found to be invalid, unconstitutional or beyond the authority of the parties, and GENESEE COUNTY shall reimburse the CONTRACTOR for all services provided under this Agreement up to the effective date of termination.

### **Section 9 - DEFAULT**

GENESEE COUNTY will not consider the CONTRACTOR to be in default of this agreement if the CONTRACTOR is unable to perform the obligations set forth herein due to causes beyond the CONTRACTOR'S reasonable control, which causes shall include, but are not limited to, acts of God, strikes, or inability to obtain labor or materials on time. If the CONTRACTOR is unable to perform the obligations set forth herein due to causes beyond the CONTRACTOR'S reasonable control, the completion of those obligations shall be rescheduled within a reasonable time by mutual agreement of the parties hereto. If it is not possible to reschedule within a reasonable time, this agreement may be canceled or terminated by GENESEE COUNTY upon thirty (30) days written notice to CONTRACTOR.

No payment shall be made by GENESEE COUNTY for goods or services not received or performed due to causes beyond the reasonable control of the CONTRACTOR.

### **Section 10 - NONDISCRIMINATION**

In connection with the performance of services under this agreement, the CONTRACTOR agrees to comply with the provision of the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and specifically agrees not to discriminate against an employee or applicant for employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this agreement.

### **Section 11 - DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA)**

This agreement shall be subject to disclosure under FOIA, Public Act 442 of 1976, as amended.

**Section 12 - CONFORMITY WITH STATE LAW**

This agreement shall be subject to and interpreted in accordance with the substantive law of the State of Michigan.

**Section 13 - REPRODUCTION AND USE OF MATERIALS**

GENESEE COUNTY is granted permission in perpetuity to reproduce and distribute any copyright and other materials which are generated as a result of this agreement. Data which originates from this contract agreement shall be "works for hire," as defined by the U.S. Copyright Act of 1976, and shall be owned by GENESEE COUNTY.

**Section 14 - CONFIDENTIALITY**

The CONTRACTOR shall comply with MDOC Policy Directive PD-DWA-1.22, Compliance by Consultants and Contractual Personnel with the Department's Regulation Concerning Confidentiality of Information and PD-DWA-25.01, Research Involving Corrections Facilities and Clients.

**Section 15 - PRINCIPLE CONTACTS**

The principle contacts for matters relating to this agreement shall be as follows:

**FOR THE CONTRACTOR**

Breana Benham, Director  
Genesee County Specialty Courts  
900 S. Saginaw St.  
Flint, Michigan 48502  
(810) 424-4412

**FOR GENESEE COUNTY**

Marlene Collick, Deputy Director  
Community Corrections  
630 S. Saginaw St.  
Flint, Michigan 48502  
(810) 424-5702

However, it is expressly agreed and understood that these contact persons shall have no authority to legally bind the CONTRACTOR and GENESEE COUNTY unless expressly stated herein.

**Section 16 - CERTIFICATION**

The persons signing this Agreement on behalf of GENESEE COUNTY and the CONTRACTOR certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the Parties have caused this Letter of Agreement to be executed by their duly authorized agents.

GENESEE COUNTY  
7<sup>th</sup> CIRCUIT COURT

By: \_\_\_\_\_  
Breana Benham, Director  
Genesee County Specialty Courts

Date: \_\_\_\_\_

COUNTY OF GENESEE

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

**Genesee County  
Schedule for Costing Of Personnel Positions**

**2024/2025 FISCAL YEAR**

<b>Position Title:</b>	SPECIALTY COURT OPERATIONS SPECIALIST		<b>Insurance Code Explanations:</b> 1-Single With Medical Insurance 2-2 Dependents with Medical Insurance 3-3 or more dependents with Medical Insurance 4-Single with No Medical Insurance 5-2 Dependents with No Medical Insurance 6-3 or more dependents with no Medical Insurance
<b>Employee Name (If Known):</b>	MOORS, MARY		
<b>Time Period of Position:</b>			
<b>Salary Level (AA,A,B,C,D,E,F)</b>			
<b>Date Cost Calculated:</b>	08/01/25		
<b>Enter Following Information:</b>			
	<b>Current Year</b>	<b>Next Year</b>	
Rate #1:	27.65		
Rate #2:			
Hours-Rate #1:	2080.0		
Hours-Rate #2:			
Overtime Hours-Rate #1:			
Overtime Hours-Rate #2:			
Premium Time Rate:	0.0000	0.0000	
Longevity Rate:	0.0400	0.0400	
Retirement Rate:	0.0800	0.0800	
Social Security Rate:	0.0765	0.0765	
Workers Comp Rate:	0.0008	0.0008	← See W/C Rates Tab
Unemployment Rate:	0.0020	0.0020	
Post-Retirement Rate:	0.2500	0.2500	
Insurance Status (See Code)	3		
# of Months of Insurance:	12		

<b>Insurance Rates:</b>			
	<b>Single</b>	<b>Married No Children</b>	<b>Married W/Children</b>
<b>Medical &amp; Rx</b>	7,718	16,141	21,050
<b>Optical</b>	48	96	130
<b>Dental</b>	424	849	1,485
<b>Prescription</b>	0	0	0
Projected Next Year Rate Increase:			0.00
Average Life Health Insurance:			435
Life Health Insurance Rate:			
Life Health Insurance Base:			

	<b>Current Years Rate #1</b>	<b>Current Years Rate #2</b>	<b>Subtotal</b>	<b>Next Year Rate #1</b>	<b>Next Year Rate #2</b>	<b>Subtotal</b>	<b>Total Position Cost</b>
<b>702.000 Salary Permanent</b>	57,520	0	57,520	0	0	0	57,520
<b>713.000 Salary Overtime</b>	0	0	0	0	0	0	0
<b>Salary Premium</b>	0	0	0	0	0	0	0
<b>714.000 Longevity</b>	2,301	0	2,301	0	0	0	2,301
<b>Total Salaries</b>	<u>59,821</u>	<u>0</u>	<u>59,821</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>59,821</u>
<b>709.000 Social Security</b>	4,576	0	4,576	0	0	0	4,576
<b>718.000 Medical Insurance</b>	21,050	0	21,050	0	0	0	21,050
<b>725.000 Optical Insurance</b>	130	0	130	0	0	0	130
<b>726.000 Dental Insurance</b>	1,485	0	1,485	0	0	0	1,485
<b>727.000 Life Health Insurance</b>	448	0	448	0	0	0	448
<b>728.000 Retirement</b>	4,786	0	4,786	0	0	0	4,786
<b>729.000 Workers Compensation</b>	48	0	48	0	0	0	48
<b>730.000 Unemployment</b>	120	0	120	0	0	0	120
<b>723.000 Post-Retirement</b>	14,955	0	14,955	0	0	0	14,955
<b>Total Fringe Benefits</b>	<u>47,598</u>	<u>0</u>	<u>47,598</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>47,598</u>
<b>Total Position Cost</b>	<u>107,419</u>	<u>0</u>	<u>107,419</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>107,419</u>

**Genesee County  
Schedule for Costing Of Personnel Positions**

2024/2025 FISCAL YEAR

<b>Position Title:</b>	SPEICALTY COURT COORDINATOR	
<b>Employee Name (If Known):</b>	JUDD, RONDA	
<b>Time Period of Position:</b>		
<b>Salary Level (AA,A,B,C,D,E,F)</b>		
<b>Date Cost Calculated:</b>	08/01/25	
 <b>Enter Following Information:</b>		
	<b>Current Year</b>	<b>Next Year</b>
Rate #1:	30.87	
Rate #2:		
Hours-Rate #1:	2080.0	
Hours-Rate #2:		
Overtime Hours-Rate #1:		
Overtime Hours-Rate #2:		
Premium Time Rate:	0.0000	0.0000
Longevity Rate:	0.1000	0.1000
Retirement Rate:	1.5000	1.5000
Social Security Rate:	0.0765	0.0765
Workers Comp Rate:	0.0008	0.0008
Unemployment Rate:	0.0020	0.0020
Post-Retirement Rate:	0.2500	0.2500
Insurance Status (See Code)	3	
# of Months of Insurance:	12	

<b>Insurance Code Explanations:</b>			
1-Single With Medical Insurance			
2-2 Dependents with Medical Insurance			
3-3 or more dependents with Medical Insurance			
4-Single with No Medical Insurance			
5-2 Dependents with No Medical Insurance			
6-3 or more dependents with no Medical Insurance			
 <b>Insurance Rates:</b>			
	<b>Single</b>	<b>Married No Children</b>	<b>Married W/Children</b>
<b>Medical &amp; Rx</b>	7,718	16,141	21,050
<b>Optical</b>	48	96	130
<b>Dental</b>	424	849	1,485
<b>Prescription</b>	0	0	0
Projected Next Year Rate Increase:			0.00
Average Life Health Insurance:			435
Life Health Insurance Rate:			
Life Health Insurance Base:			

← See W/C Rates Tab

	<b>Current Years Rate #1</b>	<b>Current Years Rate #2</b>	<b>Subtotal</b>	<b>Next Year Rate #1</b>	<b>Next Year Rate #2</b>	<b>Subtotal</b>	<b>Total Position Cost</b>
<b>702.000 Salary Permanent</b>	64,220	0	64,220	0	0	0	64,220
<b>713.000 Salary Overtime</b>	0	0	0	0	0	0	0
<b>Salary Premium</b>	0	0	0	0	0	0	0
<b>714.000 Longevity</b>	6,422	0	6,422	0	0	0	6,422
<b>Total Salaries</b>	<u>70,642</u>	<u>0</u>	<u>70,642</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>70,642</u>
<b>709.000 Social Security</b>	5,404	0	5,404	0	0	0	5,404
<b>718.000 Medical Insurance</b>	21,050	0	21,050	0	0	0	21,050
<b>725.000 Optical Insurance</b>	130	0	130	0	0	0	130
<b>726.000 Dental Insurance</b>	1,485	0	1,485	0	0	0	1,485
<b>727.000 Life Health Insurance</b>	448	0	448	0	0	0	448
<b>728.000 Retirement</b>	105,963	0	105,963	0	0	0	105,963
<b>729.000 Workers Compensation</b>	57	0	57	0	0	0	57
<b>730.000 Unemployment</b>	141	0	141	0	0	0	141
<b>723.000 Post-Retirement</b>	17,661	0	17,661	0	0	0	17,661
<b>Total Fringe Benefits</b>	<u>152,339</u>	<u>0</u>	<u>152,339</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>152,339</u>
<b>Total Position Cost</b>	<u>222,981</u>	<u>0</u>	<u>222,981</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>222,981</u>

DESCRIPTION:	FY 25/26 Specialty Courts Opioid Fund Use-2025-2092	
DATE:	8/18/2025	
GL #	DESCRIPTION	Increase/(Decrease)

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2960-260.10-702.000	SALARIES & WAGES	53,267.30
2960-260.10-709.000	SOCIAL SECURITY	4,074.80
2960-260.10-718.000	MEDICAL INSURANCE	16,840.00
2960-260.10-723.000	POST-RETIREMENT BENEFIT	13,317.00
2960-260.10-725.000	OPTICAL INSURANCE	104.00
2960-260.10-726.000	DENTAL INSURANCE	1,188.00
2960-260.10-727.000	LIFE HEALTH INSURANCE	358.40
2960-260.10-728.000	RETIREMENT	54,417.30
2960-260.10-729.000	WORKERS COMPENSATION	42.90
2960-260.10-730.000	UNEMPLOYMENT	106.50

DESCRIPTION: FY 25/26 Specialty Courts Opioid Fund Use-2025-2092

DATE: 8/18/2025

GL # DESCRIPTION Increase/(Decrease)

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2960-260.10-702.000	SALARIES & WAGES	53,267.30
2960-260.10-709.000	SOCIAL SECURITY	4,074.80
2960-260.10-718.000	MEDICAL INSURANCE	16,840.00
2960-260.10-723.000	POST-RETIREMENT BENEFIT	13,317.00
2960-260.10-725.000	OPTICAL INSURANCE	104.00
2960-260.10-726.000	DENTAL INSURANCE	1,188.00
2960-260.10-727.000	LIFE HEALTH INSURANCE	358.40
2960-260.10-728.000	RETIREMENT	54,417.30
2960-260.10-729.000	WORKERS COMPENSATION	42.90
2960-260.10-730.000	UNEMPLOYMENT	106.50



# Genesee County

## Staff Report

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

**File #:** RES-2025-2093

**Agenda Date:** 9/3/2025

**Agenda #:** 4.

**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Jay Parker, Animal Control Director

**RE:** Approval to increase PO 24-02274 by \$10,000.00 to Zoetis, in an amount not to exceed \$55,000.00, to provide required vaccine supplies to meet the need of Genesee County's animal population

**BOARD ACTION REQUESTED:**

Authorize and approve an increase to PO 24-02274 in the amount of \$10,000.00 for the FY 24/25, to provide required vaccine supplies to meet the need of Genesee County's animal population.

**BACKGROUND:**

Genesee County Animal Control serves the public and stray population of animals in our county. To limit infectious carried diseases, Animal Control vaccinates each incoming animal with preventative vaccines, including but not limited to owned animals running at large, strays and Animal Control's annual vaccination clinic. Prevention is key and vaccinating assists in the overall health and welfare of Genesee County's increased animal population. Zoetis is our existing vendor that provides shelter pricing to meet our need at low costs per vaccine. With the increase in price per unit and the number of animals serviced this year, our need has exceeded our current budget.

**DISCUSSION:**

N/A

**IMPACT ON HUMAN RESOURCES:**

N/A

**IMPACT ON BUDGET:**

The increased supply and demand will impact the budget requiring more funds to meet the needs of Genesee County's animal population. Funds are available and can be taken from GL#2130.430.00.773.000.

**IMPACT ON FACILITIES:**

N/A

**IMPACT ON TECHNOLOGY:**

N/A

**CONFORMITY TO COUNTY PRIORITIES:**

It is the goal of Genesee County to aid in the health and welfare of its animal population. Zoetis aids in the fight by providing low-cost vaccines to decrease the high rate of infectious diseases in our county.

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 Animal Control Director to authorize increasing Purchase Order 24-02274 by \$10,000.00, to a new total amount not to exceed \$55,000.00, to be paid from account 2130.430.00.773.000, to provide necessary preventative vaccines to meet the needs of Genesee County's animal population during FY 24/25, is approved (a copy of the memorandum request being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board).



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2104

**Agenda Date:** 9/3/2025

**Agenda #:** 5.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Marlene Collick, Deputy Director of Community Corrections

**RE:** Approval of a Letter of Agreement Amendment No. 1 for Fiscal Year (FY) 2026 between Genesee County Community Corrections and Genesee County Sheriff's Office regarding the Residential Substance Abuse Treatment (RSAT) In-Kind Matching Grant for a R.I.S.E Deputy Coordinator

### **BOARD ACTION REQUESTED:**

Approval request for GCCC to enter into an interdepartmental Letter of Agreement for \$87,923.00 with the GCSO for one (1) Full-Time Employee (FTE), Reach, Inspire, Serve, Empower, (R.I.S.E.) Coordinator for FY 2026, beginning October 1, 2025 (Letter of Agreement Amendment 1 and supporting documentation Attached).

This funding will serve as the in-kind matching requirement to the RSAT Grant award from the Michigan State Police (MSP) to the GCSO.

### **BACKGROUND:**

In partnership with the Greater Flint Health Coalition (GFHC), New Paths, Inc. (NPI), and Region 10 Pre-Paid Inpatient Health Plan (PIHP), along with technical assistance from Health Management Access, a RSAT grant opportunity from the Michigan State Police (MSP) was awarded to the Genesee County Sheriff's Office (GCSO) in FY2025 that allowed Genesee County Jail inmates to receive Medicated Assisted Treatment (MAT) / Medicated Opioid Use Disorder (MOUD), and be seamlessly transitioned upon release to a substance use disorder treatment provider in the community (RESO 2024-1193). The RSAT agreement has specific stipulations, one being it cannot be initiated without a designated In-Kind match.

During FY2025, integration of assessment tools upon admission to identify inmates in need of continuing MAT/MOUD, processes for prescribing the necessary medications, ensuring each client is enrolled in jail-based outpatient treatment and is receiving Peer Recovery Coaching through the service delivery period, and aftercare plans being developed with each inmate prior to reentry began.

Having the R.I.S.E. Coordinator facilitated through the GCSO allows for seamless processes to be facilitated within the jail thoroughly with care, maintaining contract validity. We are applying for this grant again for FYE 2026.

**DISCUSSION:**

Genesee County is now receiving funding from Opioid Settlements and as of August 29, 2025, there is an available cash balance of \$7,363,084.97. The Opioid Executive Committee (OEC) meets regularly to determine best practices for spending these dollars. To allow GCSO to accept the RSAT grant opportunity from the MSP, an In-Kind match must be designated. The RSAT scope of work is an identified Core Remediation service listed within Exhibit E.

A maximum amount of \$250,000 will be awarded to the GCSO for FY2026. To accept and receive this funding, \$87,923 is being requested from GCCC for Core Remediation from the Opioid Settlement fund to enter into an agreement with the GCSO for a R.I.S.E. Coordinator.

**IMPACT ON HUMAN RESOURCES:**

N/A

**IMPACT ON BUDGET:**

- Amendment No.1 - Core Remediation - \$87,923.00
- 2960-260.10-702.000 SALARIES & WAGES 64,373.00
- 2960-260.10-709.000 SOCIAL SECURITY 4,925.00
- 2960-260.10-718.000 MEDICAL INSURANCE 7,719.00
- 2960-260.10-723.000 POST-RETIREMENT BENEFIT 2,600.00
- 2960-260.10-725.000 OPTICAL INSURANCE 49.00
- 2960-260.10-726.000 DENTAL INSURANCE 329.00
- 2960-260.10-727.000 LIFE HEALTH INSURANCE 395.00
- 2960-260.10-728.000 RETIREMENT 6,438.00
- 2960-260.10-729.000 WORKERS COMPENSATION 966.00
- 2960-260.10-730.000 UNEMPLOYMENT 129.00

The grant will be accepted under a separate resolution with a separate budget amendment.

**IMPACT ON FACILITIES:**

N/A

**IMPACT ON TECHNOLOGY:**

N/A

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Board of Commissioners have committed to creating a Healthy, Livable & Safe Community. This program further helps that goal by assisting those individuals that are experiencing substance use disorder while incarcerated in seeking affective treatment during incarceration and transition into a program after release. This will impact both public health and public safety.

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 Deputy Director of Community Corrections to authorize amending the Letter of Agreement between Genesee County and the Office of Genesee County Sheriff, said amendment being necessary to extend the agreement one additional year commencing October 1, 2025, through September 30, 2026, at a cost not to exceed \$87,923.00 to be paid with opioid settlement funds, whereby the Sheriff will provide one full-time Reach, Inspire, Serve, Empower (“RISE”) Coordinator to assist jail inmates in need of Medicated Assisted Treatment (MAT)/Medicated Opioid Use Disorder (MOUD) and to assist with transitioning inmates from jail to a substance use disorder provider in the community upon release, is approved (a copy of the memorandum request, Letter of Agreement Amendment No. 1, and all supporting documents being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board), and both the Chairperson of this Board and the Sheriff are authorized to execute the agreement.

**LETTER OF AGREEMENT**  
**Between**  
**THE GENESEE COUNTY OFFICE OF COMMUNITY CORRECTIONS**  
**And**  
**THE OFFICE OF GENESEE COUNTY SHERIFF**  
**(Jail Medicated Assisted Treatment)**

THIS AGREEMENT is between the Office of Genesee County Sheriff, hereafter referred to as the CONTRACTOR (1002 S. Saginaw Street, Flint, Michigan 48502), and Genesee County Community Corrections, hereafter referred to as GENESEE COUNTY (630 S. Saginaw St. Flint, Michigan 48502).

WHEREAS, the Genesee County Community Corrections has authorized funds from the opioid settlements' Core Remediation account for the purpose of partnering with the Office of Genesee County Sheriff, Greater Flint Health Coalition, Region 10 Pre-Paid Inpatient Health Plan (PIHP) and New Paths, Inc. to fund One (1) Full Time Employee, the Reach Inspire, Serve, Empower (R.I.S.E) Coordinator, who will serve as a liaison inside the Genesee County Jail to coordinate "care" of inmates in Medicated Assisted Treatment (MAT) / Medicated Opioid Use Disorder (MOUD) and whereas a Request for Funding has been submitted and approved by the Genesee County Opioid Executive Committee hereafter referred to as the OEC and the Genesee County Board of Commissioners. This agreement defines the roles and responsibilities of the CONTRACTOR and GENESEE COUNTY.

**Section 1 - STATEMENT OF WORK**

The CONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions of this agreement:

The CONTRACTOR shall:

- A. Provide services outlined in the Fiscal Year 2025 Residential Substance Abuse Treatment (RSAT) Grant Contract between the Michigan State Police and the Office of Genesee County Sheriff (Attachment A).
- B. Deliver the prescribed services in accordance with the R.I.S.E. Coordinator position description and process flow chart (Attachments B and C).

**Section 2 - SERVICES TO BE PROVIDED BY GENESEE COUNTY**

For the purpose of this agreement, GENESEE COUNTY agrees to provide the following:

- 1. GENESEE COUNTY will provide assistance to the CONTRACTOR and monitor progress of the CONTRACTOR during the term of the contract.
- 2. Program and contract administration guidelines and standards for use by the CONTRACTOR.

### **Section 3 - PERIOD OF PERFORMANCE**

The term of this agreement is from October 1, 2024, through September 30, 2025.

### **Section 4 - COMPENSATION**

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable to the CONTRACTOR under this agreement is **\$83,808.00 (Attachment D)**.

Payments are subject to, and contingent upon, availability of funding from the State Office of Community Corrections and the State Legislature or the Executive Branches. Payments may be limited, discontinued, or eliminated if the state fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The CONTRACTOR shall receive payments based on totals for salaries and fringes each month.

### **Section 5 - TERMINATION**

This agreement shall continue in force and govern all transactions between the parties hereto until canceled or terminated by either party, but it is agreed that either party shall have the right, with or without cause, to cancel and annul this agreement at any time upon 30 days prior written notice to the other party. If notice is so given, this agreement shall terminate upon the expiration of thirty (30) days from the date of the notice, and the liability of the parties hereunder for the further performance of the terms of this agreement shall cease after said thirty (30) days, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

GENESEE COUNTY may void this contract if the CONTRACTOR or any subcontractor, manufacturer, or supplier of the CONTRACTOR appears in the register by the Michigan Department of Labor pursuant to Public Act 278 of 1980, as amended, Contracts with Employers Engaging in Unfair Practices Act, (MCLA 423.321 et seq).

### **Section 6 - SUBCONTRACTING AND ASSIGNABILITY**

The CONTRACTOR shall not assign this agreement for the purpose of fulfilling this agreement without the prior written permission of GENESEE COUNTY. The CONTRACTOR is authorized to enter into subcontracts for the purposes of implementing programs and services identified in the approved Request for Proposal.

### **Section 7 - AMENDMENTS OR CHANGES IN AGREEMENT**

This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that

are not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified or altered except in writing and except as to the administrative rules of GENESEE COUNTY at such time such rules are promulgated.

Any mutually agreeable change to the terms of this agreement must be in the form of a written amendment to the agreement and signed by the signatories to this agreement prior to the implementation of the change.

### **Section 8 - SEVERABILITY OF PROVISIONS**

If any part of this Agreement is held to be invalid, unconstitutional or beyond the authority of either GENESEE COUNTY or the CONTRACTOR to enter into or carry out by a Court having appropriate jurisdiction, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which continues in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this agreement, this agreement shall terminate as of the date in which the provision was found to be invalid, unconstitutional or beyond the authority of the parties, and GENESEE COUNTY shall reimburse the CONTRACTOR for all services provided under this Agreement up to the effective date of termination.

### **Section 9 - DEFAULT**

GENESEE COUNTY will not consider the CONTRACTOR to be in default of this agreement if the CONTRACTOR is unable to perform the obligations set forth herein due to causes beyond the CONTRACTOR'S reasonable control, which causes shall include, but are not limited to, acts of God, strikes, or inability to obtain labor or materials on time. If the CONTRACTOR is unable to perform the obligations set forth herein due to causes beyond the CONTRACTOR'S reasonable control, the completion of those obligations shall be rescheduled within a reasonable time by mutual agreement of the parties hereto. If it is not possible to reschedule within a reasonable time, this agreement may be canceled or terminated by GENESEE COUNTY upon thirty (30) days written notice to CONTRACTOR.

No payment shall be made by GENESEE COUNTY for goods or services not received or performed due to causes beyond the reasonable control of the CONTRACTOR.

### **Section 10 - NONDISCRIMINATION**

In connection with the performance of services under this agreement, the CONTRACTOR agrees to comply with the provision of the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and specifically agrees not to discriminate against an employee or applicant for employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this agreement.

### **Section 11 - DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA)**

This agreement shall be subject to disclosure under FOIA, Public Act 442 of 1976, as amended.

**Section 12 - CONFORMITY WITH STATE LAW**

This agreement shall be subject to and interpreted in accordance with the substantive law of the State of Michigan.

**Section 13 - REPRODUCTION AND USE OF MATERIALS**

GENESEE COUNTY is granted permission in perpetuity to reproduce and distribute any copyright and other materials which are generated as a result of this agreement. Data which originates from this contract agreement shall be "works for hire," as defined by the U.S. Copyright Act of 1976, and shall be owned by GENESEE COUNTY.

**Section 14 - CONFIDENTIALITY**

The CONTRACTOR shall comply with MDOC Policy Directive PD-DWA-1.22, Compliance by Consultants and Contractual Personnel with the Department's Regulation Concerning Confidentiality of Information and PD-DWA-25.01, Research Involving Corrections Facilities and Clients.

**Section 15 - PRINCIPLE CONTACTS**

The principle contacts for matters relating to this agreement shall be as follows:

**FOR THE CONTRACTOR**

Jillian Macey, Captain  
Office of Genesee County Sheriff  
1002 S. Saginaw St.  
Flint, Michigan 48502  
(810) 257-3439

**FOR GENESEE COUNTY**

Marlene Collick, Deputy Director  
Community Corrections  
630 S. Saginaw St.  
Flint, Michigan 48502  
(810) 424-5702

However, it is expressly agreed and understood that these contact persons shall have no authority to legally bind the CONTRACTOR and GENESEE COUNTY unless expressly stated herein.

**Section 16 - CERTIFICATION**

The persons signing this Agreement on behalf of GENESEE COUNTY and the CONTRACTOR certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the Parties have caused this Letter of Agreement to be executed by their duly authorized agents.

GENESEE COUNTY SHERRIF

COUNTY OF GENESEE

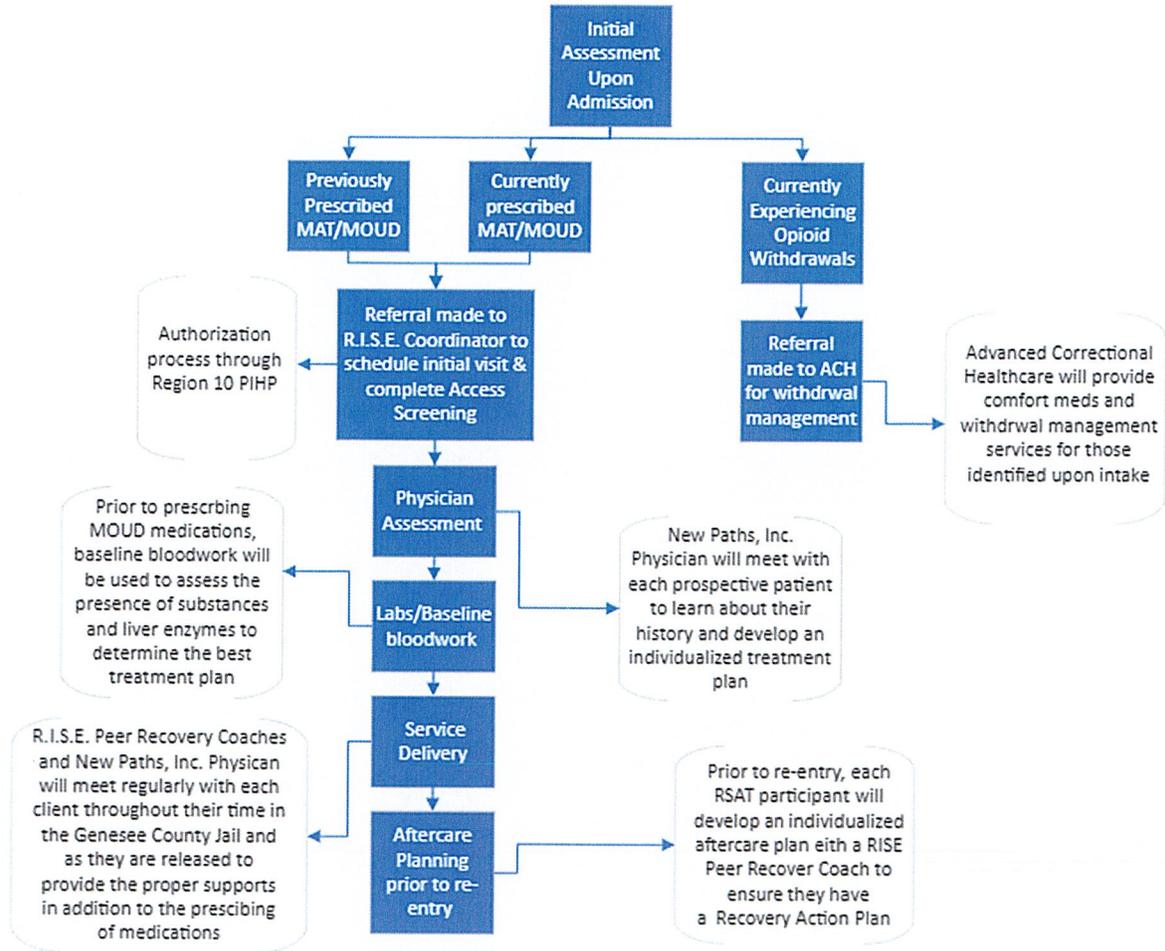
By: \_\_\_\_\_  
Christopher Swanson, Sheriff  
Office of Genesee County Sheriff

By: \_\_\_\_\_  
James Avery, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Process Flow Visual



[MAT-MOUD Process Flow.vsdX](#)

**Position Title:** Reach, Inspire, Serve, Empower. (R.I.S.E.) Coordinator.

**Position Classification:** Corrections Deputy

**Position Reports to:** Sheriff Christopher R. Swanson and/or designee

**Schedule:** Reports to work at the Genesee County Jail for 80 hours per pay period to complete required tasks. Hours and days of work may be adjusted based on the needs of inmates and program coordination.

**Position Objectives:** The R.I.S.E. Deputy will serve as a liaison inside the Genesee County Jail to coordinate the “care” of inmates upon release from custody. The R.I.S.E. Coordinator will work with corrections staff, court staff, and community partners, including New Paths, Community Corrections, Genesee Health Systems (GHS), and other R.I.S.E. program partners to establish a clear path for released individuals to remain out of jail and reduce recidivism.

**Primary Responsibilities:**

- Evaluate individuals in custody based on classification records or referrals from jail staff.
- Complete R.I.S.E. referrals to proper program partners.
- Ensure proper oversight and support of implementing MOUD, which occurs as a liaison between inmates, jail medical, intake/re-entry coordinator, and community partners.
- Assist with prioritizing caseloads based on criminal history and level of current offenses.
- Monitor releases daily to trigger email alerts to community partners at the appropriate time to deliver services
- Maintain communication with all R.I.S.E. community partners to ensure timely and quality service delivery
- Review outcomes and reports regularly to ensure the successful implementation of the R.I.S.E. initiative
- Provide regular training and updates to booking, medical, social work, and corrections staff to ensure they know the resources available through R.I.S.E. and how to connect people to supportive services.



AMENDMENT No. 1  
TO PROFESSIONAL SERVICES CONTRACT  
GENESEE COUNTY SHERIFF OFFICE  
Jail MAT – R.I.S.E. Deputy Coordinator

This Amendment is effective upon execution, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at, 324 S. Saginaw St. Flint, Michigan 48502 (the “County”), and **Genesee County Sheriff Office**, whose principal place of business is located at 1002 Saginaw St. Flint, MI 48502 (the “Contractor”) (the County and the Contractor together, the “Parties”).

WHEREAS, the Parties executed a Professional Services Contract effective October 1, 2024, (the “Agreement”), pursuant to which the Contractor would provide the services as outlined in Exhibit A.

WHEREAS, the Genesee County Board of Commissioners authorized the original Agreement by Resolution #; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract dates through September 30, 2026; and

WHEREAS, the Parties wish to amend the Agreement to revise the Compensation section of the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The term of this extension shall commence on October 1, 2025, and shall be effective through September 30, 2026; not to exceed \$87,923.00, for the one-year extension term.
2. The remaining terms of the agreement and previous amendments remain unchanged and in effect.

OFFICE OF  
GENESEE COUNTY SHERIFF

COUNTY OF GENESEE

By: \_\_\_\_\_  
Christopher Swanson  
Sheriff

By: \_\_\_\_\_  
Joshua Freeman  
Director of Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BUDGET REPORT

GL NUMBER	DESCRIPTION	2024-25	2025-26	
		AMENDED BUDGET	FISCAL SERVICE BUDGET	
2960-260.09-702.000	SALARIES & WAGES	68,262	69,271	Marlene's Salary/Fringes
2960-260.09-709.000	SOCIAL SECURITY	5,222	5,300	
2960-260.09-718.000	MEDICAL INSURANCE	800	800	
2960-260.09-723.000	POST-RETIREMENT BENEFIT	1,040	2,080	
2960-260.09-725.000	OPTICAL INSURANCE	104	104	
2960-260.09-726.000	DENTAL INSURANCE	704	340	
2960-260.09-727.000	LIFE HEALTH INSURANCE	453	469	
2960-260.09-728.000	RETIREMENT	5,461	5,542	
2960-260.09-729.000	WORKERS COMPENSATION	55	56	
2960-260.09-730.000	UNEMPLOYMENT	137	139	
		<u>82,238</u>	<u>84,101</u>	
2960-260.10-702.000	SALARIES & WAGES	60,424	64,373	Mankowski's Salary/Fringes
2960-260.10-709.000	SOCIAL SECURITY	4,622	4,925	
2960-260.10-718.000	MEDICAL INSURANCE	7,703	7,719	
2960-260.10-723.000	POST-RETIREMENT BENEFIT	2,600	2,600	
2960-260.10-725.000	OPTICAL INSURANCE	48	49	
2960-260.10-726.000	DENTAL INSURANCE	815	329	
2960-260.10-727.000	LIFE HEALTH INSURANCE	524	395	
2960-260.10-728.000	RETIREMENT	6,045	6,438	
2960-260.10-729.000	WORKERS COMPENSATION	906	966	
2960-260.10-730.000	UNEMPLOYMENT	121	129	
2960-260.10-910.004	TRAINING	5,000		
		<u>88,808</u>	<u>87,923</u>	



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2134

**Agenda Date:** 9/3/2025

**Agenda #:** 6.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Marlene Collick, Community Corrections

**RE:** Approval of a proposed amendment to the 2024-2025 Appropriate Resolution reallocating expenditures within the Community Corrections budget

**BOARD ACTION REQUESTED:**

Approval of a proposed amendment to the 2024-2025 Appropriation Resolution reallocating expenditures with the Community Corrections budget.

**BACKGROUND:**

The FY25 Application Plan was approved by the State-OCC and this Board (RES-2024-1289). Genesee County Community Corrections (GCCC) request to reallocate expenditures with the budget to appropriately accommodate program service projections for the remainder of the fiscal year.

**DISCUSSION:**

GCCC submitted budget adjustment request #3 (BAR #3 - Attached) to the State-OCC decreasing \$5,343.00 from Administration Equipment to increase the following program services: \$900.00 - Pretrial Services-Assessment, \$80.00 - Case Management Reentry Services, and \$4,363.00 - Opioid Meth Specific Program (Tri-Cap) Group Services (amendment to contract is being completed). \$1,500.00 was also decreased from Training (\$1,000.00) and Board Expenses (\$500.00) to increase Salary & Wages.

Attached is the Genesee County Account numbers detailing these changes.

**IMPACT ON HUMAN RESOURCES:**

None

**IMPACT ON BUDGET:**

Account numbers listed on the attachment will be changed in the accounts.

**IMPACT ON FACILITIES:**

None

**IMPACT ON TECHNOLOGY:**

None

**CONFORMITY TO COUNTY PRIORITIES:**

The monitoring of the budget to actual is a function of long-term financial stability. Changes to this grant coincide with the County priorities by allowing the Office of Community Corrections to adjust budgets within the fiscal year for our justice-involved individuals.

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 Community Corrections Deputy Director to authorize budget adjustment #3 to the Community Corrections FY 2024-2025 budget, said amendments being fully described in the memorandum request, is approved (a copy of the memorandum request and supporting documents being on file with the official records of September 3, 2025 meeting of the Governmental Operations Committee of this Board), and the Chief Financial Officer is directed to effectuate the budget adjustment.

**MICHIGAN DEPARTMENT OF CORRECTIONS**

OFFICE OF COMMUNITY CORRECTIONS  
BUDGET ADJUSTMENT REQUEST  
FY 2025

CCAB Name:	<b>Genesee County</b>	
<b>INSTRUCTIONS:</b> Complete the appropriate sections for Comprehensive Plans and Services. The rationale to support the request <u>must be completed</u> in order for the adjustment to be approved.		<b>E-MAIL:</b> <a href="mailto:karfontad@michigan.gov">karfontad@michigan.gov</a>  <a href="mailto:maynardm@michigan.gov">maynardm@michigan.gov</a>

**COMPREHENSIVE PLANS AND SERVICE FUNDS**

Program Activity	CCIS Program Code	CURRENT AWARD AMOUNT	PROPOSED INCREASE	PROPOSED DECREASE	PROPOSED AWARD AMOUNT
<b>Group-Based Programs</b>					
Education	B00				
Employment	B15				
Cognitive	C01				
Domestic Violence	C05				
Sex Offender	C06				
Substance Abuse	G18	17,000.00	4,363.00		21,363.00
Other Group Services	G00				
<b>Sub Total</b>		<b>17,000.00</b>			<b>21,363.00</b>
<b>Supervision Programs</b>					
Intensive Supervision	D23				
Electronic Monitoring	D08				
Pretrial Supervision	F23	191,000.00			191,000.00
<b>Sub Total</b>		<b>191,000.00</b>			<b>191,000.00</b>
<b>Assessment Services</b>					
Actuarial Assessment	I22				
Pretrial Assessment	F22	156,600.00	900.00		157,500.00
<b>Sub Total</b>		<b>156,600.00</b>	<b>900.00</b>		<b>157,500.00</b>
<b>Case Management</b>					
Substance Abuse Testing	I24	91,400.00	80.00		91,480.00
Other	G17	2,000.00			2,000.00
5-Day Housing	Z00				
	Z02				
<b>Total Program Funding</b>		<b>458,000.00</b>	<b>5,343.00</b>		<b>463,343.00</b>
<b>Administration</b>					
Salary & Wages		53,500.00	1,500.00		55,000.00
Contractual Services					
Equipment		5,683.00		5,343.00	340.00
Supplies		1,500.00			1,500.00
Travel					
Training		22,500.00		1,000.00	21,500.00
Board Expenses		500.00		500.00	
Other		76,000.00			76,000.00
<b>Total Administration (Not to exceed 30% of total Budget)</b>	<b>26%</b>	<b>159,683.00</b>	<b>1,500.00</b>	<b>6,843.00</b>	<b>154,340.00</b>
<b>Total Administration with BAR (Not to exceed 30% of total Budget)</b>	<b>25%</b>				
<b>Total Program and Administration</b>		<b>617,683.00</b>	<b>6,843.00</b>	<b>6,843.00</b>	<b>617,683.00</b>

RATIONALE TO SUPPORT REQUEST: Genesee County is requesting budget adjustment #3 to finalize our budget for fiscal year 2025. It was identified by our fiscal department that service category financial adjustments needed to be made to fulfill our fiscal year budget appropriately.

Authorized by:  8-19-25  
Community Corrections Manager Date

DESCRIPTION: To align with State budget BAR 3

GL #	DESCRIPTION
2300-322.00-558	State Participation
2300-322.00-702.000	SALARIES & WAGES
2300-322.00-709.000	SOCIAL SECURITY
2300-322.00-718.000	MEDICAL INSURANCE
2300-322.00-723.000	POST-RETIREMENT BENEFIT
2300-322.00-725.000	OPTICAL INSURANCE
2300-322.00-726.000	DENTAL INSURANCE
2300-322.00-727.000	LIFE HEALTH INSURANCE
2300-322.00-728.000	RETIREMENT
2300-322.00-729.000	WORKERS COMPENSATION
2300-322.00-730.000	UNEMPLOYMENT
2300-322.00-754.000	SUPPLIES OFFICE
2300-322.00-755.000	SUPPLIES COMPUTER
2300-322.00-850.000	TELEPHONE
2300-322.00-900.005	COMMUNITY RELATIONS
2300-322.00-900.008	PRINTING
2300-322.00-910.004	TRAINING
2300-322.00-957.004	CONVENIENCE COPIER CHARGES
2300-322.00-957.005	MOTOR POOL CHARGES
2300-322.00-980.001	OFFICE FURNITURE
2300-323.00-558.000	STATE PARTICIPATION
2300-323.00-702.000	SALARIES & WAGES
2300-323.00-709.000	SOCIAL SECURITY
2300-323.00-718.000	MEDICAL INSURANCE
2300-323.00-723.000	POST-RETIREMENT BENEFIT
2300-323.00-725.000	OPTICAL INSURANCE
2300-323.00-726.000	DENTAL INSURANCE
2300-323.00-727.000	LIFE HEALTH INSURANCE
2300-323.00-728.000	RETIREMENT
2300-323.00-729.000	WORKERS COMPENSATION
2300-323.00-730.000	UNEMPLOYMENT
2300-324.00-558.000	STATE PARTICIPATION
2300-324.00-801.004	SERV CONT GENERAL
2300-334.00-558.000	STATE PARTICIPATION
2300-334.00-702.000	SALARIES & WAGES
2300-334.00-709.000	SOCIAL SECURITY
2300-334.00-718.000	MEDICAL INSURANCE
2300-334.00-723.000	POST-RETIREMENT BENEFIT
2300-334.00-725.000	OPTICAL INSURANCE
2300-334.00-726.000	DENTAL INSURANCE
2300-334.00-727.000	LIFE HEALTH INSURANCE
2300-334.00-728.000	RETIREMENT
2300-334.00-729.000	WORKERS COMPENSATION
2300-334.00-730.000	UNEMPLOYMENT



Increase/(Decrease)

(5,343.00)

945.64

83.22

197.97

18.51

1.87

12.51

7.98

87.03

0.86

2.18

(101.00)

(343.00)

3,021.77

(4,021.77)

(500.00)

(1,000.00)

1,000.00

243.23

(5,000.00)

900.00

621.90

47.58

150.70

13.00

0.95

8.79

5.58

49.75

0.50

1.25

4,363.00

4,363.00

80.00

50.26

3.85

13.35

1.18

0.16

1.50

0.95

8.47

0.09

0.21

0.02

DESCRIPTION: To align with State budget BAR 3

GL #	DESCRIPTION	Increase/(Decrease)
2300-322.00-558	State Participation	(5,343.00)
2300-322.00-702.000	SALARIES & WAGES	945.64
2300-322.00-709.000	SOCIAL SECURITY	83.22
2300-322.00-718.000	MEDICAL INSURANCE	197.97
2300-322.00-723.000	POST-RETIREMENT BENEFIT	18.51
2300-322.00-725.000	OPTICAL INSURANCE	1.87
2300-322.00-726.000	DENTAL INSURANCE	12.51
2300-322.00-727.000	LIFE HEALTH INSURANCE	7.98
2300-322.00-728.000	RETIREMENT	87.03
2300-322.00-729.000	WORKERS COMPENSATION	0.86
2300-322.00-730.000	UNEMPLOYMENT	2.18
2300-322.00-754.000	SUPPLIES OFFICE	(101.00)
2300-322.00-755.000	SUPPLIES COMPUTER	(343.00)
2300-322.00-850.000	TELEPHONE	3,021.77
2300-322.00-900.005	COMMUNITY RELATIONS	(4,021.77)
2300-322.00-900.008	PRINTING	(500.00)
2300-322.00-910.004	TRAINING	(1,000.00)
2300-322.00-957.004	CONVENIENCE COPIER CHARGES	1,000.00
2300-322.00-957.005	MOTOR POOL CHARGES	243.23
2300-322.00-980.001	OFFICE FURNITURE	(5,000.00)
2300-323.00-558.000	STATE PARTICIPATION	900.00
2300-323.00-702.000	SALARIES & WAGES	621.90
2300-323.00-709.000	SOCIAL SECURITY	47.58
2300-323.00-718.000	MEDICAL INSURANCE	150.70
2300-323.00-723.000	POST-RETIREMENT BENEFIT	13.00
2300-323.00-725.000	OPTICAL INSURANCE	0.95
2300-323.00-726.000	DENTAL INSURANCE	8.79
2300-323.00-727.000	LIFE HEALTH INSURANCE	5.58
2300-323.00-728.000	RETIREMENT	49.75
2300-323.00-729.000	WORKERS COMPENSATION	0.50
2300-323.00-730.000	UNEMPLOYMENT	1.25
2300-324.00-558.000	STATE PARTICIPATION	4,363.00
2300-324.00-801.004	SERV CONT GENERAL	4,363.00
2300-334.00-558.000	STATE PARTICIPATION	80.00
2300-334.00-702.000	SALARIES & WAGES	50.26
2300-334.00-709.000	SOCIAL SECURITY	3.85
2300-334.00-718.000	MEDICAL INSURANCE	13.35
2300-334.00-723.000	POST-RETIREMENT BENEFIT	1.18
2300-334.00-725.000	OPTICAL INSURANCE	0.16
2300-334.00-726.000	DENTAL INSURANCE	1.50
2300-334.00-727.000	LIFE HEALTH INSURANCE	0.95
2300-334.00-728.000	RETIREMENT	8.47

2300-334.00-729.000	WORKERS COMPENSATION	0.09
2300-334.00-730.000	UNEMPLOYMENT	0.21
		0.02



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2141

**Agenda Date:** 9/3/2025

**Agenda #:** 7.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Marlene Collick, Deputy Director of Community Corrections

**RE:** Approval of a request to rename and reorganize the Department of Community Corrections to the Department of Community Engagement and Justice Services

### **BOARD ACTION REQUESTED:**

Genesee County Community Corrections is requesting the department be reorganized and renamed to Community Engagement and Justice Services to appropriately match the duties being conducted. Allowing this will formalize the opioid settlement process within the department (Organizational Chart Attached).

### **BACKGROUND:**

Why the rename? As noted as our #1 county priority for this fiscal year, the Community Corrections' title hosts a bad connotation today. When said, eyes raise like we're arresting humans. Public Act 511 creates alternatives to incarceration! We work with all community organizations in every facet (housing, employment, substance use disorder, mental health, health). We not only serve the justice impacted; we serve all humans, especially now that our department has been selected by the Board of Commissioners to host the opioid settlement funds.

Other Community Corrections entities across the state have also begun to rename themselves, like Oakland County Community Corrections to Pretrial and Justice Services.

### **DISCUSSION:**

Being renamed to Genesee County Community Engagement & Justice Services will allow us to continue to host an array of services, such as, Pretrial Services (assessment and supervision), Reentry Services and Opioid Settlement Services. Having a title that truly fits our activities will allow outreach to take place seamlessly. Currently, we must take the extra time to explain what we do exactly because of our current title.

It is only proper of us to evolve with the times too!

### **IMPACT ON HUMAN RESOURCES:**

Name change to all documents.

**IMPACT ON BUDGET:**

None

**IMPACT ON FACILITIES:**

Name change to signs.

**IMPACT ON TECHNOLOGY:**

Name change to website and phone system.

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Board of Commissioners have committed to creating a Healthy, Livable & Safe Community. Renaming the department to Genesee County Community Engagement & Justice Services helps this goal by assisting all humans experiencing needs in the community, not just the justice impacted. This will impact both public health and public safety.

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 Deputy Director of the Department of Community Corrections to authorize reorganizing the structure of the department and renaming the department to the Department of Community Engagement and Justice Services is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board).

# GENESEE COUNTY

## COMMUNITY ENGAGEMENT AND JUSTICE SERVICES

### COMMUNITY CORRECTIONS

### OPIOID SETTLEMENT

PRETRIAL  
SERVICES

REENTRY

TRI-CAP  
OMSP

JAIL MAT -  
R.I.S.E. DEPUTY

SPECIALTY  
COURT



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2144

**Agenda Date:** 9/3/2025

**Agenda #:** 8.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Marlene Collick, Deputy Director, Community Corrections

**RE:** Approval of a request to create the Opioid Settlement Steering Team Committee

### **BOARD ACTION REQUESTED:**

Approval request to establish an Opioid Settlement Steering Team Committee with representatives from the following allowable sectors: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments, who will advise recommendations for the use of funds and to ensure opportunities for local organizations and departments to receive opioid settlement funds for purposes of development, implementation, expansion, or enhancement of programs and services.

### **BACKGROUND:**

Genesee County is the 7<sup>th</sup> most vulnerable county in Michigan related to substance use, with a rate of 50 overdose fatalities per 100,000 people, and where Genesee County participated and signed on in national litigation against manufacturers, distributors, and pharmacies for their role in the opioid and overdose crisis.

Genesee County is projected to receive over \$13,000,000.00 over a total of eighteen (18) years, in which a total of approximately \$6,00,000.00 has been received.

The use of opioid settlement funds must meet certain requirements as outlined in Settlement Agreement Exhibit E and by the definition of opioid remediation as outlined in the settlement agreement.

### **DISCUSSION:**

The Opioid Settlement Advisory Committee decided it was time to put together a formal Opioid Settlement Steering Committee, and establish by-laws, to alleviate any conflict of interest. The committee that has been in place the last 1 ½ years has members who can submit bids for future proposals.

In establishing the attached By-Laws, Opioid Settlement Steering Team charter, and Conflict of Interest Disclosure Form, Genesee County will begin to formalize the opioid settlement processes for the purpose of oversight and monitoring of funds expended to entities for opioid remediation. The Opioid Settlement Steering Committee will also provide annual recommendations to advise the Board

of Commissioners on strategies and activities for the use of opioid settlement funds.

**IMPACT ON HUMAN RESOURCES:**

None

**IMPACT ON BUDGET:**

None

**IMPACT ON FACILITIES:**

None

**IMPACT ON TECHNOLOGY:**

None

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Board of Commissioners have committed to creating a Healthy, Livable, and Safe Community. The Opioid Settlement Steering Committee will help further that goal by assisting those individuals that are experiencing substance use disorders and/or mental health concerns. Impacting both public health and public safety.

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 Deputy Director of Community Corrections to authorize establishing an Opioid Settlement Steering Team Committee from representatives from the following allowable sectors: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments; and to authorizing establishing by-laws by which the committee is governed, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board), and both the County Clerk and the Chairperson of this Board is authorized to sign the bylaws as necessary.

**Conflict of Interest Disclosure Form**

**Genessee County Opioid Settlement Steering Committee**

Conflict of interest is defined as a potential or actual financial association that may bias or have the appearance of biasing an advisory panel member’s decision relation to opioid settlement funds planning, decision-making process or other committee activities.

This form is intended to outline whether a steering committee member has an economic interest in any entity whose financial interests would be affected by the opioid settlement funds.

Date:

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Name:

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Title:

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Entity/Organization:

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Affiliations with other entities/organizations:

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Please check all conflicts of interest that apply:

I have no conflicts of interest to report.

My entity/organization will be submitting a request for funding through county opioid settlement funds.

I am associated with another entity/organization that will be requesting county opioid settlement funds.

An entity/organization I am affiliated with is receiving county opioid settlement funds.

An entity/organization I am affiliated with is receiving state opioid settlement funds.

I have additional conflicts of interest to report.

Additional conflicts of interest:

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I certify that all information provided above is true and complete to the best of my knowledge.

Signature:

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Date:

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**Bylaws of the  
GENESSEE COUNTY  
Opioid Settlement Steering Committee**

Adopted: September 10, 2025

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**I. Name**

The authorization for the Genessee County Opioid Settlement Steering Committee, hereinafter referred to as “Committee”, derives from the Genessee County Board of Commissioners’ Opioid Settlement Steering Committee Policy, adopted September 10, 2025.

**II. Purposes and Function**

**a. Introduction**

In 2021, Genessee County elected to join the nationwide settlement agreements to resolve all Opioid litigation brought by States and local governmental units against pharmaceutical manufacturers, distributors and pharmacies. Genessee County is eligible to receive a direct share from the original defendants as well as subsequent defendants, hereinafter referred to as “National Opioid Settlements”. Genessee County will receive a direct distribution of settlement funding with amounts subject to the *Michigan State-Subdivision Agreement* and settlement agreements with each individual company.

The Committee’s work shall comply with State of Michigan statutes, Genessee County policy, and provisions of applicable individual settlement agreements.

**b. Responsibilities**

***i. Procedural Responsibilities***

The Committee shall follow the following procedural responsibilities:

1. Elect annually a Chair, Vice Chair, and a Secretary;
2. Comply with the Open Public Meetings Act, MCL – Act 267 of 1976;
3. Establish a set of Bylaws by which the Committee shall operate and select its members.

***ii. Planning Responsibilities***

The Committee is responsible to the Genessee County Board of Commissioners, hereinafter referred to as “Board”, and shall provide input, advice, and recommendations on the disbursement of Genessee County government revenues received as a result of the opioid settlements.

The Committee shall produce documents which, at a minimum, shall include:

1. The manner in which the documents were completed;
2. A community needs assessment which reviews priority areas for services in alignment with Exhibit E, the list of allowable or approved uses.
3. A recommended spend plan.

The Committee may, at its discretion, initiate document updates to respond to environmental changes, significant events, and other circumstances in the interim as needed.

***iii. Implementation Responsibilities***

The Committee shall review and make recommendations to the Board pertaining to projects to be funded by any opioid settlements funding, consistent with the current documents and prioritized approved uses, in accordance with applicable contracting laws.

The Committee shall monitor the service delivery and administration of all programs under the Committee's jurisdiction and funded by the opioid settlements.

By May 31<sup>st</sup> of each year, the Committee shall provide to the Board an annual report for the preceding calendar year of National Opioid Settlements funded projects.

**III. Organization**  
**a. Membership**

Appointments to the Committee are made by the Board either directly or upon recommendation of specifically identified agencies/organizations. The Committee shall consist of 7 members and be from the following: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments.

1. One (1) member possessing expertise in substance use disorder
2. One (1) member from the Genessee County Board of Commissioner
3. One (1) member possessing expertise in behavioral health

An alternate member may be identified by the specific agency/organizational appointing body and shall be recognized and appointed to the Committee by the Board. The alternate member must be an individual who will bring knowledge and decision-making ability that is comparable to that of the appointed member. Members may not appoint an alternate member to represent them.

To the extent possible, the Committee shall be representative of every region of the County and should also reflect the gender, racial, and cultural composition of the County.

**b. Term of Office**

Members shall serve without compensation for three (3) years, with terms beginning on October 1 and ending on September 30, or until a successor is appointed. To provide for organizational stability that comes with staggered terms, initial appointments will comply with those previously identified in Section III. Organization; Sub-section a. Membership. Except for the Board of Commissioners' member, who is appointed annually, all other subsequent re-appointments shall be for three (3) years.

Vacancies will be filled within sixty (60) days by the appointing authority.

**c. Officers of the Committee**

The Board shall elect a Chair, Vice-Chair, and a Secretary by majority vote of the Committee membership. Such an election will be held at the first meeting of each new calendar year. Officers will hold office for one (1) year or until his or her successor is elected.

The duties of each of the above mentioned officers will be as follows:

1. Chair - The Chair shall preside at all meetings of the Committee and shall create temporary sub-committees deemed necessary to conduct business. The Chair shall be an Ex-Officio member of all sub-committees.
2. Vice-Chair - In the absence of the Chair, the Vice-Chair shall preside at Committee meetings.
3. Secretary - The Secretary shall sign the approved minutes, which shall be kept on file as permanent record in the Office of the Clerk of the Board of Commissioners. The Secretary shall be responsible for all correspondence and notice of meetings. This will be done in accordance with the Open Public Meetings Act. In the absence of both the Chair and Vice-Chair at any Committee meeting, the Secretary shall preside.

**d. Sub-Committees**

The Committee Chair shall have the authority to create and designate temporary sub-committees to implement and effect the aims and purposes of the Committee. Membership may consist of Committee members and non-members, as needed. Sub-committees report directly to the full Committee. Sub-committee progress reports should include a review of the agenda and member attendance at meetings.

**IV. Rules and Regulations Governing the Committee**

**a. Meetings**

Committee meetings shall be open to the public, in accordance with Michigan's Open Meetings Act.

All Committee members shall receive notice of regular meetings and all other meetings at least one week before the designated meeting date.

Meetings will be held at least quarterly on dates and times established by the Committee. These meetings shall be publicized and the public will be encouraged to attend. Special meetings of the Committee may be held compliant with Michigan's Open Meetings Act requirements.

**b. Quorum**

A quorum shall consist of a majority (fifty percent plus one [50% + 1]) of the current number of members of the Committee.

All decisions of the Committee must be arrived at by a majority vote. A roll call vote will be taken whenever a funding decision is being made (i.e. allocation, de-funding, etc.).

Alternate members are entitled to vote on matters before the Committee in the absence of the appointed member.

Decisions made by a quorum of the Committee cannot be challenged by a dissenting Committee member.

### **c. Attendance**

In order to maintain Committee membership, members must attend at least fifty percent (50%) of meetings in a calendar year and cannot have more than three (3) unexcused absences from Committee meetings.

Members not meeting these minimum standards may be recommended for dismissal from the Committee. The member will be notified in writing by the Chairperson. The letter will request a response regarding the member's continued interest in remaining on the Committee. The Committee will advise the Board of the need to dismiss a member who fails to maintain attendance. A copy of any member's resignation letter will be forwarded to the Office of the Clerk of the Board of Commissioners.

### **d. Minutes**

The Minutes shall be kept on file as a permanent record in the Community Engagement and Justice Services Office of the Board of Commissioners. The Minutes shall include:

1. Time and place of meetings
2. Names of members present and absent
3. Subjects considered at the meeting
4. Brief description of actions taken
5. Vote result of any item voted upon. A roll call vote is needed if voting on funding recommendations; or, if voice vote is not unanimous.

## **V. Conflict of Interest**

Members of the Committee shall abstain from any discussion or vote regarding the awarding of monies or any contract or budget modifications if there is a direct or indirect financial interest. Any member may raise the question of a perceived Conflict of Interest on the part of another member.

Committee members will be asked to evaluate, on a yearly basis, or as needed, their personal relationship with any County/private agency which conceivably could apply for funding which utilizes the Committee funding allocation process. An annual "Conflict Of Interest Member Statement" will be kept on file in the Genessee County Administration Office.

## **VI. Adoption of Bylaws and Amendments**

### **a. Certification**

The Bylaws become effective immediately upon adoption by the Board.

### **b. Amendments**

Genessee County Opioid Settlement Steering Committee Bylaws  
Adopted **September 10, 2025**

The Bylaws shall be reviewed every three (3) years to determine continued relevancy to Committee goals and objectives and amended, as necessary.

Proposed amendments to the Bylaws will be submitted in writing to the Committee at a regular scheduled meeting. A majority vote of the Committee at the meeting shall be required to adopt the amendment. Before final adoption, the amendment must receive approval from the Board.

**VII. Parliamentary Authority**

Rules and procedures not specified in these Bylaws shall be by those provided in Robert's Rules of Order, Revised.

**Adoption**

These Bylaws were reviewed by Genessee County's Legal Counsel on **Month Day, 2025** and revisions, if any, were incorporated per County Legal Counsel's advice.

The Genessee County Opioid Settlement Steering Committee Bylaws are adopted by the Genessee County Board of Commissioners meeting held on **September 10, 2025**.

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Clerk of the Board of Commissioners

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Board of Commissioners

# Genessee County Opioid Settlement Steering Committee Charter

## 1. Purpose

The Genessee County Opioid Settlement Steering Committee (“the Committee”) is established to guide the strategic, equitable, and transparent allocation of opioid settlement funds received by Genessee County under national and regional opioid settlements. The Committee is not a decision-making body but will make recommendations to the Genessee County Board of Commissioners (“the Board”).

## 2. Authority

The Committee operates under resolution approved by the Board and in accordance with settlement terms and Exhibit E guidance. It is responsible for recommending funding priorities and grantees to the Board.

## 3. Roles & Responsibilities

- Needs Assessment & Priority Setting
  - Analyze local opioid impact data and community needs.
  - Define strategic funding priorities.
- Project Solicitation and Review
  - Develop and manage Request for Proposal (RFP) processes (e.g., draft RFPs, establish scoring criteria, and facilitate intake)
  - Evaluate applications against criteria in Exhibit E and local priorities.
- Allocation Recommendations
  - Recommend specific strategies and funding levels to the Board.
- Monitoring, Reporting & Evaluation
  - Track grant performance using evidence-based metrics.
  - Oversee periodic program evaluations and financial audits.
- Public Engagement and Transparency
  - Conduct public input sessions and regularly publish dashboards, annual reports, or summaries of spending.

## 4. Committee Composition

Include a diverse set of 15–20 voting members to reflect local priorities and lived experience:

- County Commissioner(s)
- Public Health Department representative
- Substance use prevention specialists
- Local healthcare/behavioral health providers
- Law enforcement (with treatment diversion experience)
- Judicial/probation/parole system staff
- Harm reduction providers

- Recovery support providers/peer recovery specialists
- School or youth services representative
- Medical examiner or coroner
- Lived experience (recovery and family members)
- Tribal representatives

Additional non-voting participants (“ex-officio”) may include the Board staff, technical experts, and epidemiologists.

## **5. Meetings & Operating Procedures**

- Frequency:
  - Monthly or as needed to align with fund availability.
- Quorum:
  - A majority (50% + 1) of voting members.
- Decision-making:
  - Recommendations by the majority
  - Conflicts of interest must be disclosed and members recused from voting when appropriate.
- Records:
  - Maintenance of meeting minutes and attendance logs
  - Outlined funding recommendations
  - Oversight of impact and evaluation outcomes.

## **6. Term & Governance**

- Term Length:
  - Three-year terms, with staggered renewal to ensure continuity.
  - Chair/Vice-Chair:
    - Elected annually from among voting members.
- Support Staff:
  - Provided by Genessee County (e.g., project coordination, data analysis, finance reviews, legal reviews, communications).

## **7. Evaluation & Accountability**

- Annually report to the Board, including:
  - Recommendations for planning and data needs.
  - Recommendations for funds to be allocated.
  - Recommendations for transparency tools and sharing of information and data.
  - Output metrics (e.g., number of people trained, number of event attendees, treatment admission rates, number of peer support interactions).
  - Lessons learned and adjustments planned.

## **8. Conflict of Interest & Transparency**

Genessee County Opioid Settlement Steering Committee Charter  
Adopted September 10, 2025

- Committee members will all sign disclosure forms.
- Funds must align with opioid settlement goals; any deviation must be reported.
- Full public access to agenda, minutes, funding decisions, and outcome data through Genessee County website.



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2150

**Agenda Date:** 9/3/2025

**Agenda #:** 9.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Jay Parker, Animal Control Director

**RE:** Approval of a purchase order to Covetrus North America for the fiscal year ending 2026, in an amount not to exceed \$95,000.00, to provide vaccines, medical, and surgical supplies at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-773.000

**BOARD ACTION REQUESTED:**

To authorize and approve a Purchase Order to Covetrus North America in the amount of \$95,000.00 to remit payment during FY25/26.

**BACKGROUND:**

Genesee County Animal Control serves the stray population of animals that require medical needs. Covetrus North America is our existing vendor that provides shelter pricing in purchasing necessary vaccines, medical and surgical supplies to meet the needs of health and welfare to care for the county's stray and surrendered population.

**DISCUSSION:**

N/A

**IMPACT ON HUMAN RESOURCES:**

N/A

**IMPACT ON BUDGET:**

Said expenditure funds are available and can be taken from Animal Control GL# Account 2130-430.00-773.000.

**IMPACT ON FACILITIES:**

N/A

**IMPACT ON TECHNOLOGY:**

N/A

**CONFORMITY TO COUNTY PRIORITIES:**

Genesee County Animal Control strives to provide a safe and healthy community in serving the public's needs through education, animal enrichment, vaccinations, surgical, medical and nutritional

needs, partnerships, rehoming and returning owned animals.

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 Animal Control Director to authorize an expenditure, in the form of a Purchase Order, to Covetrus North America, in an amount not to exceed \$95,000.00 to be paid from account 2130-430.00-773.000, to purchase necessary vaccines, medical, and surgical supplies for the animals at Animal Control for FY 2025-2026, said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board).



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2151

**Agenda Date:** 9/3/2025

**Agenda #:** 10.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Jay Parker, Animal Control Director

**RE:** Approval of a purchase order to Zoetis for the fiscal year ending 2026, in an amount not to exceed \$50,000.00, to provide for the purchase of preventative vaccines at Genesee County's Animal Control; the cost of this agreement will be paid from account 2130-430.00-773.000

**BOARD ACTION REQUESTED:**

To authorize and approve a Purchase Order to Zoetis in the amount of \$50,000.00 to remit payment during FY25/26.

**BACKGROUND:**

Genesee County Animal Control serves the stray and owned population of animals that require intake vaccinations to prevent infectious carried diseases. Each incoming animal receives preventative vaccines to assist in the welfare and health of the County's increased stray population. Zoetis is an existing vendor that provides necessary supplies at shelter pricing to meet said need of preventative care required to maintain the health and welfare of incoming animals. Animal Control provides free community-based vaccination clinics annually to assist the public in properly vaccinating owned animals, which promotes licensing in Genesee County.

**DISCUSSION:**

N/A

**IMPACT ON HUMAN RESOURCES:**

N/A

**IMPACT ON BUDGET:**

Said expenditure funds are available and can be taken from Animal Control GL# 2130-430.00-773.000.

**IMPACT ON FACILITIES:**

Properly vaccinating the stray population reduces infectious diseases and outbreaks. Further allowing staff to maintain a healthy environment within the shelter without the demand of increased cleaning protocols, products and staffing constraints.

**IMPACT ON TECHNOLOGY:**

N/A

**CONFORMITY TO COUNTY PRIORITIES:**

Genesee County Animal Control strives to provide a safe and healthy community in serving the public through education and vaccinations. These necessary steps enhance the quality of life in Genesee County's stray and owned animal population.

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 Animal Control Director to authorize an expenditure, in the form of a Purchase Order, to Zoetis, in an amount not to exceed \$50,000.00 to be paid from account 2130-430.00-773.000, to purchase necessary vaccines and medical supplies for FY 2025-2026, said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board).



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2153

**Agenda Date:** 9/3/2025

**Agenda #:** 11.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Jay Parker, Animal Control Director

**RE:** Approval of a purchase order to IDEXX Laboratories for the fiscal year ending 2026, in the amount not to exceed \$45,000.00, to provide lab supplies and testing at Genesee County's Animal Control; the cost of this purchase order will be paid from account 2130-430.00-801.004

**BOARD ACTION REQUESTED:**

To authorize and approve a Purchase Order to IDEXX Laboratories in the amount of \$45,000.00 to remit payment for goods and services during FY25/26.

**BACKGROUND:**

Genesee County Animal Control provides medical needs to promote a healthy community. IDEXX Laboratories is our current vendor that diagnosis said medical needs by providing in-house testing equipment, supplies and accurate lab results. This aids in early detection and treatment of our animal population. Animal Control also assists with the county's animal cruelty cases, which require confirmation of welfare through additional lab testing.

**DISCUSSION:**

N/A

**IMPACT ON HUMAN RESOURCES:**

N/A

**IMPACT ON BUDGET:**

Said expenditure funds are available and can be taken from Animal Control GL# 2130-430.00-801.004.

**IMPACT ON FACILITIES:**

N/A

**IMPACT ON TECHNOLOGY:**

N/A

**CONFORMITY TO COUNTY PRIORITIES:**

Genesee County Animal Control strives to provide a safe and healthy community. Early detection

and understanding of medical needs aids in the overall health and welfare of Genesee County's animal population.

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 Animal Control Director to authorize an expenditure, in the form of a Purchase Order, to IDEXX Laboratories, in an amount not to exceed \$45,000.00 to be paid from account 2130-430.00-801.004, to purchase in-house medical testing equipment, supplies, and lab tests for the animals at Animal Control for FY 2025-2026, said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board).



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2154

**Agenda Date:** 9/3/2025

**Agenda #:** 12.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Jay Parker, Animal Control Director

**RE:** Approval of a purchase order to Tractor Supply Co., in an amount of \$33,000.00, to remit payment during FY25/26

**BOARD ACTION REQUESTED:**

To authorize and approve a Purchase Order to Tractor Supply Co. in the amount of \$33,000.00 to remit payment during FY25/26.

**BACKGROUND:**

Genesee County Animal Control fed approximately 4200 animals during FY24/25, which exceeds our previous year's intake numbers of approximately 3900 animals. Tractor Supply Co. is the current food and litter supplier for the shelter to aid in this need at a low cost. Through our partnership with Food Bank of Eastern Michigan, we have been able to decrease our need for outside purchases as the Food Bank donated approximately 20,000lbs of food that lasted five out of 12 months during the FY24/25. This assistance is not always available; therefore, the shelter must budget for this need. Tractor Supply Co. is capable and well suited to meeting our demanding needs. Animals are fed twice per day. With increased numbers of animals currently being processed, fostered, and held at the shelter, one pallet, which is 52 bags of 40lbs each currently lasts less than one month. Tractor Supply Co. has not increased our price of \$35.00 per bag within the last few years of doing business, however with the state of the country's economic uncertainty, price increases and inflation will be a factor for future purchases.

**DISCUSSION:**

N/A

**IMPACT ON HUMAN RESOURCES:**

N/A

**IMPACT ON BUDGET:**

Said expenditure funds are available and can be taken from Animal control GL# 2130-430.00-773.000.

**IMPACT ON FACILITIES:**

N/A

**IMPACT ON TECHNOLOGY:**

N/A

**CONFORMITY TO COUNTY PRIORITIES:**

Genesee County Animal Control strives to provide education and healthy nutrition to all stray and surrendered animals of Genesee County. Through our partnerships, we are able to aid in our population's welfare with a "no animal left hungry" approach to successfully meet our county's need with a balanced nutritious diet.

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 Animal Control Director to authorize an expenditure, in the form of a Purchase Order, to Tractor Supply Co., in an amount not to exceed \$33,000.00 to be paid from account 2130-430.00-773.000, to purchase food and litter for the animals at Animal Control for FY 2025-2026, said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the September 3, 2025 meeting of the Governmental Operations Committee of this Board).



# Genesee County

## Staff Report

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

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**File #:** RES-2025-2171

**Agenda Date:** 9/3/2025

**Agenda #:** 13.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Corporation Counsel

**RE:** Approval of Policy for Drafting Resolutions Requested by County Commissioners

**BOARD ACTION REQUESTED:**

Approval of Policy for Drafting Resolutions Requested by County Commissioners

**BACKGROUND:**

**DISCUSSION:**

**IMPACT ON HUMAN RESOURCES:**

**IMPACT ON BUDGET:**

**IMPACT ON FACILITIES:**

**IMPACT ON TECHNOLOGY:**

**CONFORMITY TO COUNTY PRIORITIES:**





# Genesee County

## Staff Report

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

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**File #:** RES-2025-2175

**Agenda Date:** 9/3/2025

**Agenda #:** 14.

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**To:** Dale K. Weighill, Governmental Operations Committee Chairperson

**From:** Sam Olson, Probate and Juvenile Court Administrator

**RE:** Approval of an agreement between Genesee County and Stoltman Law, PLLC, in an amount not to exceed \$167,500.00, to provide mandated legal representation of respondents and associated legal services in Probate Court proceedings; the cost of this agreement will be paid from account 1010-294.00-818.001

### **BOARD ACTION REQUESTED:**

The Probate Court is respectfully requesting approval of a professional services contract with Stoltman Law, PLLC, for \$167,500, for mandated legal representation of respondents and associated legal services in probate court proceedings.

### **BACKGROUND:**

The vendor was selected through Request for Proposals, RFP # 25-240. The Probate Court is required to appoint counsel in types of cases: guardianships/conservatorships of adults when the respondent objects to a petition; guardianships for alleged developmentally disabled individuals; and respondents at all stages of involuntary mental health proceedings. This request would permit the Court to effectuate such attorney appointments with a single qualified source/panel of effective legal assistance and representation for respondents, when required.

### **DISCUSSION:**

See above.

### **IMPACT ON HUMAN RESOURCES:**

None.

### **IMPACT ON BUDGET:**

This request is supported by budgeted funds - 1010-294.00-818.001

### **IMPACT ON FACILITIES:**

None.

### **IMPACT ON TECHNOLOGY:**

None.

### **CONFORMITY TO COUNTY PRIORITIES:**

Maintaining effective levels of legal representation for vulnerable adults and others subject to court petitions is essential to ensure such vulnerable individuals have a voice and means to participate in matters related to their well-being. Such representation is required by Michigan law.

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 Juvenile and Probate Court Administrator to authorize entering into a professional services contract between Genesee County and Stoltman Law, PLLC, whereby the contractor will provide attorney and legal services associated with Probate Court proceedings for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$167,500.00, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the September 3, 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.

## 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 324 South Saginaw Street, Flint, Michigan 48502 (the “County”), and **Stoltman Law, PLLC**, a Michigan professional limited liability company, whose principal place of business is located at 702 Church St., Flint, MI 48502 (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 three (3) additional one-year terms (the “Extension Terms”).

### 2. Scope of Work

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

### 3. Compensation

The total annual amount paid to the Contractor shall not exceed \$167,500. Payment shall be made to the Contractor set at this annual flat rate, to be paid proportionately monthly. The Contractor must provide to the County monthly invoices in a form acceptable to the County, including any costs and expenses where reimbursement is sought, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

3.1 The County will reimburse the Contractor for approved expenses incurred for attending training related to the provision of legal representation included in the scope of work. The total amount paid to the Contractor shall not exceed \$1,000. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation. Such shall be included in the total annual amount under this Contract.

3.2 Jury trials are considered extraordinary services. The price of each jury trial is \$1,500, not including costs. Payment for such services up to \$7,500 is included within the above flat fee. Payment for such services beyond \$7,500 will not be made without written authorization from the

Contract Administrator. Such shall be included in the total annual amount under this Contract.

3.3 Contractor may bill \$185 per hour, subject to Court approval as to the amount of time, for appointed cases where the client is determined to be not indigent (“private pay” cases). The Contractor acknowledges that the County is not responsible for payment on private pay cases.

**4. Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**5. Contract Administrator**

The Contract Administrator for this Contract is Sam Olson (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.

**6. Warranties**

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 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 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.

**7. Suspension of Work**

**7.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance or suspend partial 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.

## 7.2 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.

## 8. Termination

### 8.1 Termination for Cause

If the Contractor or County is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the breaching party, the non-breaching party may terminate this Contract. The non-breaching party may terminate this Contract upon thirty (30) days written notice to the breaching party that the fourteen (14) days have passed, the breach has not been remedied, and the non-breaching party is electing to terminate. The County shall pay for all work performed throughout the 30-day notice period.

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.

### 8.2 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. If a Court determines the termination was a violation of this Contract, local, state, or federal law, then the County shall be liable for Contractor's fees and costs of the proceeding and reimburse any costs wrongfully obtained from Contractor.

### 8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon ninety (90) 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.

### 8.4 Termination for Lack of Funding

If this Contract is funded by public funds. The services described in Exhibit A are ethically, constitutionally, and statutorily required to be provided for indigent respondents in Probate Court proceedings. If funds are not appropriated, the Contractor, Probate Court, or third-party beneficiary, may bring an action to compel appropriations from responsible government units so as to allow the Contractor to perform the services at a minimally serviceable level.

## 9. **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.

## 10. **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".

## 11. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey

ownership of such intellectual property to the County at a mutually agreed upon price.

## **12. Audit Rights**

### **12.1 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.

### **12.2 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.

### **12.3 Audit**

The Contractor agrees that the County may examine the Contractor's records 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 records to ensure compliance with the terms of this Contract and the terms of the applicable grant. Records does not include any confidential client information.

### **12.4 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.

## **13. Identity Theft Prevention**

13.1 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.

13.2 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.

#### **14. 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.

#### 14.1 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.

#### 14.2 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.

## **15. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **16. General Provisions**

### **16.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – Attorney Roster

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.

### **16.2 No Assignment**

16.2.1 The Contractor may not assign or subcontract this Contract without the express written consent of the County, except as to those Attorneys listed in Exhibit B.

16.2.2 Contractor may further subcontract on a case-by-case basis for the purpose of conflict counsel, coverage counsel, or to best deliver legal representation in one of the service areas included with the Scope of Work, provided the Contractor provides seven (7) days written notice to the Contract Administrator, and the conflict counsel/coverage was available for appointment on the most recently issued 2025 Attorney Guardian Ad Litem/Mental List assembled by the Probate Court.

### **16.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **16.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

#### 16.5 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.

#### 16.6 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.

#### 16.7 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.

#### 16.8 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.

#### 16.9 Interpretation

Each Party has had an 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.

#### 16.10 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.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

STOLTMAN LAW, PLLC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Benjamin Stoltman  
Managing Attorney

By: \_\_\_\_\_  
Delrico J. Loyd, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Description of the Services**

#### **Attorney Services**

The Genesee County Probate Court is required to appoint legal counsel to represent respondents in protective proceedings (adult guardianships and conservatorships), consistent with MCL 700.5305(3),(4) and MCL 700.5406(5); respondents subject to mental health petitions, consistent with MCL 330.1454; and respondents subject to petitions for appointment of guardian for an individual with an alleged developmental disability, consistent with MCL 330.1615; and occasional representation where an interested party is not appropriately represented due to minority or otherwise, consistent with MCL 700.1403(d). The Court is comprised of two (2) Judges.

This scope of work shall include representation of respondents, including indigent respondents as determined by an affidavit concerning indigency/financial status, for proceedings which require legal representation as generally outlined in the preceding paragraph and more specifically detailed as follows:

For protective proceedings (i.e., adult guardianships and conservatorships), individuals subject to a petition for guardianship and/or conservatorship have the right to object to the petition and appointment of a court-ordered fiduciary. The Probate Court has an obligation to appoint an attorney for the individual in such circumstances, should the individual be unrepresented by counsel and/or unable to obtain counsel. The scope of work for such an appointment under this type of proceeding would include representation on contested and/or evidentiary hearings set by the Court for an adult respondent who contests a petition or petitions. Services include representation through disposition of the petition(s), and may include multiple court hearings and reviews.

For petitions for mental health treatment under the Michigan mental health code, every individual who is subject to a petition ("respondent") is entitled to be represented by legal counsel. Unless the respondent already has counsel and/or an appearance has been entered on behalf of the respondent, the Court shall appoint Stoltman Law, PLLC for the respondent within 48 hours of receipt of any petition and related documents. Stoltman Law, PLLC shall be appointed for unrepresented respondents on all petitions filed with the Court. Services shall include representation at deferral conferences, court hearings, and jury trials, if such is sought.

For those individuals who are Genesee County residents located in another county at the time mental health petition is filed, Stoltman Law, PLLC shall be appointed in those cases where the hearing is scheduled on the Genesee County Probate Court docket. This scope of work shall not include non-Genesee County petitions heard on assignment by Genesee County.

For petitions to appoint a guardian for an alleged developmentally disabled individual (“DD guardianship”), which derive from the Michigan mental health code, Stoltman Law, PLLC shall provide legal services which include representation of the individual upon the filing of the petition through disposition, which includes a court hearing and may include contested matters and reviews. The Probate Court has an obligation to appoint an attorney for the respondent upon the filing of a DD guardianship petition. Stoltman Law, PLLC shall be appointed for unrepresented respondents on all petitions filed with the Court.

### **Additional Services**

For minor guardianship matters, the Court may appoint a lawyer-guardian ad litem to represent the minor subject of the petition, and/or appoint a guardian ad litem to assist the Court in determining the minor’s best interests in the proceedings, consistent with MCL 700.5213(4) and MCL 700.5213(6), respectively. Stoltman Law, PLLC shall be appointed on such minor guardianship matters as determined appropriate by the Court.

For deceased estate matters, the Court may appoint a guardian ad litem for minor heirs and/or interested parties who are otherwise unrepresented, incapacitated heirs or interested parties who are otherwise unrepresented, or post-deceased, non-probated estates of heirs or interested parties. Stoltman Law, PLLC shall be appointed on such deceased estate matters as determined appropriate by the Court.

Appeals shall not be included in this scope of work.

In the event there is a conflict of interest which precludes Stoltman Law, PLLC from providing representation, independent counsel will be appointed, and the Court will be responsible for payment. Stoltman Law, PLLC, shall notify the Contract Administrator or Probate Register as soon as possible in such circumstances so as to allow the appointment of independent counsel.

The parties understand that on rare occasions and in time-sensitive situations, occasional substitute/coverage counsel may be required to perform the scope of work. Stoltman Law, PLLC, shall be responsible for coordination and payment of substitute counsel, as circumstances may require, pursuant to and as specified in Paragraph 16.2.2. of this Agreement.

Stoltman Law, PLLC agrees to employ, contract with, or otherwise coordinate and maintain appropriate and serviceable levels of support staffing and administrative personnel to carry out the scope of work detailed under this Agreement.

## EXHIBIT B

The Managing Attorney for the Contractor is **Benjamin Stoltman** (P-81397).

To best provide these services, the Contractor is subcontracting with **Attorney Steven Robb** (P-83240) and **Attorney Cara Willing** (P-83765) (Subcontracting Attorneys).

The Contractor and Subcontracting Attorneys will divide responsibility for conferencing with clients and appearing before the Court on behalf of clients.

Each Subcontracting Attorney will have a week where they attend all scheduled Court hearings for appointed clients.

Additionally, each Subcontracting Attorney will have a week where they attend all scheduled conferences with clients.

On weeks where one of the Subcontracting Attorney is conferencing, the Contractor shall attend all Court hearings. On weeks where one of the Subcontracting Attorney is attending Court hearings, the Contractor shall attend all conferences. Therefore, there will be a four-week cycle, with each Subcontracting Attorney being responsible for one Court week, one conference week, and the Contractor being responsible for two Court weeks and two conference weeks, so at no times will the same attorney be responsible for all conferences or Court appearances on a given week.

The Contractor will be responsible for making available a digital copy of the client's file, for providing notice of what cases will be heard during the Subcontracting Attorney's week and for contacting the clients to arrange for the conference to be scheduled during the Subcontracting Attorney's week. The Contractor will be responsible for finalizing and filing all reports and proposed orders, and service of any orders or other papers required.

The Contractor will be responsible for invoicing the Court and any invoicing and collecting fees and costs from Clients/Parties the Court determines are private-pay.

Upon request, the Contractor shall provide proof that the Subcontracting Attorney is covered by the Insurance Requirements in Paragraph 14 and/or have their own Insurance Coverage that satisfies all Requirements in Paragraph 14.

The Subcontracting Attorneys, through a Memorandum of Understanding, have agreed to the material terms of the Contract, including this Exhibit.

## **PROFESSIONAL SERVICES CONTRACT**

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### **1. Term**

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#### **1.2 Extension Terms**

The County has the option to extend this Contract for up to three (3) additional one-year terms (the “Extension Terms”).

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

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The total annual amount paid to the Contractor shall not exceed \$167,500. Payment shall be made to the Contractor set at this annual flat rate, to be paid proportionately monthly. The Contractor must provide to the County monthly invoices in a form acceptable to the County, including any costs and expenses where reimbursement is sought, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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Contract Administrator. Such shall be included in the total annual amount under this Contract.

3.3 Contractor may bill \$185 per hour, subject to Court approval as to the amount of time, for appointed cases where the client is determined to be not indigent (“private pay” cases). The Contractor acknowledges that the County is not responsible for payment on private pay cases.

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6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 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 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.

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**7.1 Order to Suspend Performance**

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Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

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### 8.1 Termination for Cause

If the Contractor or County is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the breaching party, the non-breaching party may terminate this Contract. The non-breaching party may terminate this Contract upon thirty (30) days written notice to the breaching party that the fourteen (14) days have passed, the breach has not been remedied, and the non-breaching party is electing to terminate. The County shall pay for all work performed throughout the 30-day notice period.

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### 8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon ninety (90) 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.

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If this Contract is funded by public funds. The services described in Exhibit A are ethically, constitutionally, and statutorily required to be provided for indigent respondents in Probate Court proceedings. If funds are not appropriated, the Contractor, Probate Court, or third-party beneficiary, may bring an action to compel appropriations from responsible government units so as to allow the Contractor to perform the services at a minimally serviceable level.

## 9. **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.

## 10. **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".

## 11. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey

ownership of such intellectual property to the County at a mutually agreed upon price.

## **12. Audit Rights**

### **12.1 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.

### **12.2 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.

### **12.3 Audit**

The Contractor agrees that the County may examine the Contractor's records 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 records to ensure compliance with the terms of this Contract and the terms of the applicable grant. Records does not include any confidential client information.

### **12.4 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.

## **13. Identity Theft Prevention**

13.1 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.

13.2 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.

#### 14. 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.

#### 14.1 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.

#### 14.2 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.

## **15. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **16. General Provisions**

### **16.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – Attorney Roster

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.

### **16.2 No Assignment**

16.2.1 The Contractor may not assign or subcontract this Contract without the express written consent of the County, except as to those Attorneys listed in Exhibit B.

16.2.2 Contractor may further subcontract on a case-by-case basis for the purpose of conflict counsel, coverage counsel, or to best deliver legal representation in one of the service areas included with the Scope of Work, provided the Contractor provides seven (7) days written notice to the Contract Administrator, and the conflict counsel/coverage was available for appointment on the most recently issued 2025 Attorney Guardian Ad Litem/Mental List assembled by the Probate Court.

### **16.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **16.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

#### 16.5 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.

#### 16.6 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.

#### 16.7 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.

#### 16.8 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.

#### 16.9 Interpretation

Each Party has had an 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.

#### 16.10 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.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

STOLTMAN LAW, PLLC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Benjamin Stoltman  
Managing Attorney

By: \_\_\_\_\_  
Delrico J. Loyd, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Description of the Services**

#### **Attorney Services**

The Genesee County Probate Court is required to appoint legal counsel to represent respondents in protective proceedings (adult guardianships and conservatorships), consistent with MCL 700.5305(3),(4) and MCL 700.5406(5); respondents subject to mental health petitions, consistent with MCL 330.1454; and respondents subject to petitions for appointment of guardian for an individual with an alleged developmental disability, consistent with MCL 330.1615; and occasional representation where an interested party is not appropriately represented due to minority or otherwise, consistent with MCL 700.1403(d). The Court is comprised of two (2) Judges.

This scope of work shall include representation of respondents, including indigent respondents as determined by an affidavit concerning indigency/financial status, for proceedings which require legal representation as generally outlined in the preceding paragraph and more specifically detailed as follows:

For protective proceedings (i.e., adult guardianships and conservatorships), individuals subject to a petition for guardianship and/or conservatorship have the right to object to the petition and appointment of a court-ordered fiduciary. The Probate Court has an obligation to appoint an attorney for the individual in such circumstances, should the individual be unrepresented by counsel and/or unable to obtain counsel. The scope of work for such an appointment under this type of proceeding would include representation on contested and/or evidentiary hearings set by the Court for an adult respondent who contests a petition or petitions. Services include representation through disposition of the petition(s), and may include multiple court hearings and reviews.

For petitions for mental health treatment under the Michigan mental health code, every individual who is subject to a petition ("respondent") is entitled to be represented by legal counsel. Unless the respondent already has counsel and/or an appearance has been entered on behalf of the respondent, the Court shall appoint Stoltman Law, PLLC for the respondent within 48 hours of receipt of any petition and related documents. Stoltman Law, PLLC shall be appointed for unrepresented respondents on all petitions filed with the Court. Services shall include representation at deferral conferences, court hearings, and jury trials, if such is sought.

For those individuals who are Genesee County residents located in another county at the time mental health petition is filed, Stoltman Law, PLLC shall be appointed in those cases where the hearing is scheduled on the Genesee County Probate Court docket. This scope of work shall not include non-Genesee County petitions heard on assignment by Genesee County.

For petitions to appoint a guardian for an alleged developmentally disabled individual (“DD guardianship”), which derive from the Michigan mental health code, Stoltman Law, PLLC shall provide legal services which include representation of the individual upon the filing of the petition through disposition, which includes a court hearing and may include contested matters and reviews. The Probate Court has an obligation to appoint an attorney for the respondent upon the filing of a DD guardianship petition. Stoltman Law, PLLC shall be appointed for unrepresented respondents on all petitions filed with the Court.

### **Additional Services**

For minor guardianship matters, the Court may appoint a lawyer-guardian ad litem to represent the minor subject of the petition, and/or appoint a guardian ad litem to assist the Court in determining the minor’s best interests in the proceedings, consistent with MCL 700.5213(4) and MCL 700.5213(6), respectively. Stoltman Law, PLLC shall be appointed on such minor guardianship matters as determined appropriate by the Court.

For deceased estate matters, the Court may appoint a guardian ad litem for minor heirs and/or interested parties who are otherwise unrepresented, incapacitated heirs or interested parties who are otherwise unrepresented, or post-deceased, non-probated estates of heirs or interested parties. Stoltman Law, PLLC shall be appointed on such deceased estate matters as determined appropriate by the Court.

Appeals shall not be included in this scope of work.

In the event there is a conflict of interest which precludes Stoltman Law, PLLC from providing representation, independent counsel will be appointed, and the Court will be responsible for payment. Stoltman Law, PLLC, shall notify the Contract Administrator or Probate Register as soon as possible in such circumstances so as to allow the appointment of independent counsel.

The parties understand that on rare occasions and in time-sensitive situations, occasional substitute/coverage counsel may be required to perform the scope of work. Stoltman Law, PLLC, shall be responsible for coordination and payment of substitute counsel, as circumstances may require, pursuant to and as specified in Paragraph 16.2.2. of this Agreement.

Stoltman Law, PLLC agrees to employ, contract with, or otherwise coordinate and maintain appropriate and serviceable levels of support staffing and administrative personnel to carry out the scope of work detailed under this Agreement.

## EXHIBIT B

The Managing Attorney for the Contractor is **Benjamin Stoltman** (P-81397).

To best provide these services, the Contractor is subcontracting with **Attorney Steven Robb** (P-83240) and **Attorney Cara Willing** (P-83765) (Subcontracting Attorneys).

The Contractor and Subcontracting Attorneys will divide responsibility for conferencing with clients and appearing before the Court on behalf of clients.

Each Subcontracting Attorney will have a week where they attend all scheduled Court hearings for appointed clients.

Additionally, each Subcontracting Attorney will have a week where they attend all scheduled conferences with clients.

On weeks where one of the Subcontracting Attorney is conferencing, the Contractor shall attend all Court hearings. On weeks where one of the Subcontracting Attorney is attending Court hearings, the Contractor shall attend all conferences. Therefore, there will be a four-week cycle, with each Subcontracting Attorney being responsible for one Court week, one conference week, and the Contractor being responsible for two Court weeks and two conference weeks, so at no times will the same attorney be responsible for all conferences or Court appearances on a given week.

The Contractor will be responsible for making available a digital copy of the client's file, for providing notice of what cases will be heard during the Subcontracting Attorney's week and for contacting the clients to arrange for the conference to be scheduled during the Subcontracting Attorney's week. The Contractor will be responsible for finalizing and filing all reports and proposed orders, and service of any orders or other papers required.

The Contractor will be responsible for invoicing the Court and any invoicing and collecting fees and costs from Clients/Parties the Court determines are private-pay.

Upon request, the Contractor shall provide proof that the Subcontracting Attorney is covered by the Insurance Requirements in Paragraph 14 and/or have their own Insurance Coverage that satisfies all Requirements in Paragraph 14.

The Subcontracting Attorneys, through a Memorandum of Understanding, have agreed to the material terms of the Contract, including this Exhibit.

## **MEMORANDUM OF UNDERSTANDING**

### **RE: PROVISION OF LEGAL SERVICES FOR COURT APPOINTED CLIENTS IN THE GENESEE COUNTY PROBATE COURT**

#### **I. PARTIES**

This agreement is entered into as of the date set forth below, between the following parties:

1. Stoltman Law, PLLC, by and through Benjamin Stoltman, managing Attorney of RFP 25-450
2. Cara Willing, a subcontracting attorney
3. Steven Robb, a subcontracting attorney

#### **II. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to describe duties and allocate responsibilities for the delivery of effective appointed counsel when appointed by Genesee County Probate Court (the Court) for respondents and interested parties (clients) in proceedings before that Court.

#### **III. DURATION**

This MOU remains in effect during the duration of the of the Contract for Professional Services (County Contract) entered into between Stoltman Law and Genesee County on behalf of the Court. The initial term of the County Contract begins October 1, 2025 and is effective through September 30, 2026. The County has the option to extend the contract for up to three additional 1 year terms. Termination of the County Contract by the County shall be just cause for Termination of this MOU, subject to the rights of the subcontracting attorneys for payment of services rendered under the County Contract.

#### **IV. DUTIES**

Under the terms of the County Contract, Stoltman Law is required to provide legal counsel to all indigent and appointed clients in the Court. This includes:

- A. Respondents in Mental Health Proceedings (MI/JA), including all those hospitalized, whether in Genesee County or outside the county, and all those receiving involuntary treatment outside a hospital setting.
- B. Adults contesting a Guardianship or Conservatorship (GA/CA)
- C. Minor Parents filing petitions for limited guardianships (LG)
- D. Minor wards in contested guardianships (GM/LG)

- E. Respondents in Guardianship proceedings under the Mental Health Code (DD)
- F. Incapacitated Parties (Minors, adults lacking capacity, deceased heirs) in Trust, Estate, or Guardianship Proceedings (DE/TV)

To provide services to these clients and safeguard their rights, the file and supporting documentation must be reviewed, the client must be consulted with, other interested parties may need to be contacted, reports and recommendations must be provided to the Court in a timely manner, and counsel must appear for Court proceedings.

The Court currently has two judges who have divided the types of cases before them. Judge Jennie E. Barkey presides over DE/TV and MI/JA cases. Judge Arianna Heath presides over DD, GA/CA, and GM/LG cases. The current schedule set for the by the Court has minimal conflicting time between the two Courtrooms.

To best provide these services, the Managing Attorney and Subcontracting Attorneys will divide responsibility for conferencing with Clients and Court Appearances.

Each Subcontracting Attorney will have a week where they attend all scheduled Court hearings for appointed clients.

Additionally, each Subcontracting Attorney will have a week when they attend all scheduled Conferences with clients. The conference will be on Zoom. If, after the conference, the Subcontracting Attorney has sufficient information and time, they may draft a report, recommendation, and proposed order regarding the case.

On weeks where one of the Subcontracting Attorney is conferencing, the Managing Attorney shall attend all Court hearings. On weeks where one of the Subcontracting Attorney is attending Court hearings, the Managing Attorney shall attend all conferences. Therefore, there will be a four week cycle, with each Subcontracting Attorney being responsible for one Court week, one Conference week, and the Managing Attorney being responsible for two Court weeks and two Conference weeks.

Conferences and Court weeks are outlined in the draft schedule attached.

The Managing Attorney will be responsible for making available a digital copy of the client's file, for providing notice of what cases will be heard during the Subcontracting Attorney's week and for contacting the clients to arrange for the conference to be scheduled during the Subcontracting Attorney's week. The Managing Attorney will be responsible for finalizing and filing all reports and proposed orders, and service of any orders or other papers required.

The Managing Attorney will be responsible for invoicing the Court and any invoicing and collecting fees and costs from Clients/Parties the Court determines are private-pay.

**V. COMPENSATION**

**a. INDIGENT CLIENTS | (COUNTY PAY)**

In order to compensate Subcontracting Attorney for their time conferencing, and preparing for and attending Court, Managing Attorney shall pay Subcontracting Attorney **\$3,000.00** per month.

**b. PRIVATE PAY**

In the event the Court determines that a client or the responsible parties have the ability to pay, Managing Attorney shall seek an order for payment from the client or parties. The order will include a request for payment for any time the Subcontracting Attorney spent on the client's matter.

Therefore, Subcontracting Attorney shall contemporaneously record all time spent on a client matter, with sufficient detail as to the work performed, and at the end of each of their weeks, finalize such record so it may be incorporated into the fee request of the Managing Attorney and submitted to the Court.

Failure to create and finalize a record of the time spent waives the Subcontracting Attorney's right to receive compensation from a private-pay client.

Time will be billed to the client or responsible parties at a rate of \$185/hr. Subcontracting Attorneys shall be paid \$165/hr for all cases where payment has been ordered and made for the time work and they record.

Managing Attorney will maintain a detailed ledger of all outstanding private pay clients, and what amount remains to be paid to the Subcontracting Attorneys for those clients.

We agree to the above,

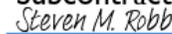


Benjamin J. Stoltman  
Managing Attorney



Cara Willing (Aug 20, 2025 12:17:02 EDT)

Cara Willing  
Subcontracting Attorney



Steven M. Robb (Aug 20, 2025 14:25:17 EDT)

Steven Robb  
Subcontracting Attorney

A CONF - CW COURT - BS	B CONF - BS COURT - SR	C CONF - BS COURT - CW	D CONF - SR COURT - BS
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OCT					NOV					DEC							
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B	6	7	8	9	10	C	10	<del>11</del>	12	13	14	C	8	9	10	11	12
C	13	14	15	16	17	D	17	18	19	20	21	D	15	16	17	18	19
A	20	21	22	23	24	A	24	25	26	<del>27</del>	<del>28</del>	B	22	23	<del>24</del>	<del>25</del>	26
D	27	28	29	30	31							A	29	30	<del>31</del>	<del>1</del>	2
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A			<del>1</del>	2	C	2	3	4	5	6	C	2	3	4	5	6	
C	5	6	7	8	9	D	9	10	11	12	13	D	9	10	11	12	13
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A	<del>19</del>	20	21	22	23	B	23	24	25	26	27	B	23	24	25	26	27
B	26	27	28	29	30							C	30	31	1	2	3
APR					MAY					JUNE							
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F			
C		1	2	<del>3</del>	C				1	D	1	2	3	4	5		
D	6	7	8	9	10	D	4	5	6	7	8	A	8	9	10	11	12
A	13	14	15	16	17	A	11	12	13	14	15	B	15	16	17	18	<del>19</del>
B	20	21	22	23	24	B	18	19	20	21	22	C	22	23	24	25	26
C	27	28	29	30	C	<del>25</del>	26	27	28	29	D	29	30	1	2	3	
JULY					AUG					SEPT							
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D		1	2	<del>3</del>	A	3	4	5	6	7	A		1	2	3	4	
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B	13	14	15	16	17	C	17	18	19	20	21	C	14	15	16	17	18
C	20	21	22	23	24	D	24	25	26	27	28	D	21	22	23	24	25
D	27	28	29	30	31	A	31					A	28	29	30		

# LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

**MATURITY:**

DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

<b>COMPANY:</b> National Union Fire Insurance Company of Pittsburgh, PA		<b>POLICY NUMBER:</b> 045811364-25		
Item 1. Named Insured: Stoltman Law, PLLC 702 Church St Flint, MI 48502	Item 2. Policy Period: (A) Inception Date: 09/29/2025 (B) Expiration Date: 09/29/2026 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>			
Item 3. Limits of Liability: (A) \$1,000,000 each <b>Claim</b> (B) \$3,000,000 Aggregate	Item 4. Deductible \$15,000 each <b>Claim</b>			
Item 5. Retroactive Date: 09/29/2025	Item 6. Premium: \$1,030.00			
Item 7. Notices to <b>Company</b> : <u>Notice of <b>Claim</b> To Be Sent To:</u> AIG Claims C/O OSS PO Box 25947 Shawnee Mission, KS 66225 AttysAdvClaims@aig.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Phone: 267-459-3233 Fax: 312.381.0875 AffinityLawyersAdmin@aon.com			
Item 8. Endorsements Effective at Inception:				
141781(01/22)	117512(05/14)	118477(03/15)	119914(10/16)	141787(01/22)
141799(01/22)	141832(01/22)	52149(03/93)	89644(06/13)	91222(09/16)

The **Company** has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the **Company**.

  
\_\_\_\_\_  
Authorized Representative

07/09/2025  
\_\_\_\_\_  
Date

## ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

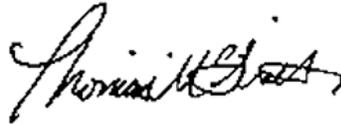


Don Bailey  
PRESIDENT



Tanya Kent  
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurance Company, either below or on the Declarations page of the Policy.



Thomas McGrath  
AUTHORIZED COMPANY REPRESENTATIVE

Granite State Insurance Company  
The Insurance Company of the State of Pennsylvania  
Illinois National Insurance Co.  
New Hampshire Insurance Company  
American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, Pa.  
Commerce and Industry Insurance Company



*Declarations Page*

**Item 9. ENDORSEMENTS EFFECTIVE AT INCEPTION:** See Schedule of Forms attached.

**Item 10. NOTICE TO INSURER**

Report a claim to the **Company** as required by Section G. Duties in the Event of Claim(s), Potential Claim(s), or Supplemental Coverage Matter(s) to:

The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

**National Claims Telephone Number:** 1-800-628-0250, extension 8556281

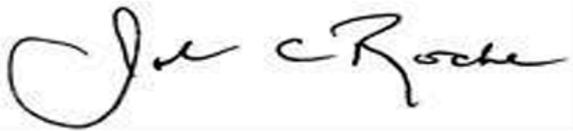
**Facsimile:** 508-926-4789

**Email:** lawyerclaim@hanover.com

**Agent on behalf of:** PDI LLC  
3055 44TH ST. SW  
GRANDVILLE, MI 49418  
0502871

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We have caused this Policy to be signed by our President and Secretary and countersigned where required by a duly authorized agent of the Company.



John C. Roche, President



Charles F. Cronin, Secretary

Coverage: Lawyers Advantage Professional Liability

Endorsement Number: 1

Issued To: JULIE B. GRIFFITHS ATTORNEY & COUNSELOR

Policy Number: LHI-9265482-13

Issued By: The Hanover Insurance Company

Effective Date: 01/06/2025

## INSURED SPECIFIED RETROACTIVE DATE

In consideration of the premium charged it is agreed that:

Section A. Coverage is amended to include:

The following additional requirements and limitations shall apply to coverage provided under this **Policy**:

The **Wrongful Act** and **Professional Services** in any way involving, in whole or in part, the **Insured** shown in the schedule below must have first occurred on or after the applicable Specified Date in the schedule below.

Insured	Specified Date
Julie B Griffiths	Full Prior Acts
Cara Willing	11/18/2019

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

## **CLAIMS REPORTING INSTRUCTIONS FOR THE INSURED**

*These Instructions should be followed to support Arch Insurance Company in providing efficient claim service:*

- A. All claim notices or potential incidents should be reported in one of the following manners: *(Please note: Fax or E-mail are the preferred reporting options)*

FAX: 866-266-3630

E-MAIL: [claims@archinsurance.com](mailto:claims@archinsurance.com)

PHONE: 877-688-2724

MAIL: ARCH INSURANCE GROUP

ATTN: PROFESSIONAL LIABILITY CLAIMS

1299 FARNAM STREET, SUITE 500

OMAHA, NE 68102

- B. When making a report, the following information should be provided for a prompt response:

1. Policy Number
2. Narrative (if it is not clear as to the nature of the claim or if the insured is advising of a potential claim)
3. Demand Letter, Lawsuit, etc.
4. Any other information that the insured believes is relevant

- C. Upon receipt of your information an Acknowledgement Letter will be forwarded containing:

- Claim Number
- Name of the member of the Arch Claims Department who will be handling the matter

### **PLEASE NOTE:**

**NOTICE OF A CLAIM SHOULD BE MADE TO THE CLAIM REPORTING CENTER ONLY. MAILING DOCUMENTS TO YOUR BROKER/AGENT OR DIRECTLY TO ARCH INSURANCE COMPANY WILL IMPEDE THE EFFICIENT PROCEDURES IN PLACE FOR EFFECTIVE CLAIM HANDLING. THE PERSONNEL AT THE CLAIM REPORTING CENTER CAN BEST ANSWER YOUR QUESTIONS.**



**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
600 Plaza Three, 3<sup>rd</sup> Floor  
Jersey City, NJ 07311  
Tel: (866) 413-5550

**LAWYERS PROFESSIONAL LIABILITY POLICY  
DECLARATIONS**

**Policy Number:** 11LPL14263803

**Renewal Of:** 11LPL14263802

**THIS IS A CLAIMS MADE AND REPORTED POLICY. CLAIMS MUST BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE COMPANY NO LATER THAN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD OR DURING AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

**Item 1.           Named Insured:** M. Allen Robb, P.C.  
**Mailing Address:** 3153 W. Hill Rd.  
Flint, MI 48507

**Item 2.           Producer Name:** Target Professional Programs  
**Producer Address:** 401 Franklin Ave.  
Suite 206  
Garden City, NY 11530

**Producer License Number and State:** 100311875       IL

**Item 3.           Policy Period:**                       **From:** 10/20/2024                       **To:** 10/20/2025  
(12:01 A.M. Standard time at the address stated in Item 1.)

**Item 4.           Limits of Liability and Deductible**

**Aggregate Limit of Liability:**                               \$ 1,000,000                               **Policy Period**

**Insuring Agreement Limits and Deductibles:**

INSURING AGREEMENT	LIMITS OF LIABILITY	DEDUCTIBLE
<b>A. Legal Services</b>	\$ 500,000 <b>Each Claim</b>	\$ 1,000 <b>Each Claim</b> \$ 0 <b>Aggregate</b>
<b>B. Disciplinary Proceedings</b>	\$25,000 <b>Each Disciplinary Proceeding</b> \$25,000 <b>Aggregate</b>	\$0
<b>C. Non-Party Subpoena Expenses</b>	\$50,000 <b>Each Insured</b> \$100,000 <b>Aggregate</b>	\$0

**Item 5. Premium:** \$ 6,084.00

**Number of lawyers:** 2

**Item 6. Notices to Insurer:**

Claims or Potential Claims:

Arch Insurance Company  
1299 Farnam Street, Suite 500  
Omaha, NE 68102  
P.O. Box 542033  
Omaha, NE 68154  
Phone: 877-688-ARCH (2724)  
Fax: 866-266-3630  
E-mail: [Claims@Archinsurance.com](mailto:Claims@Archinsurance.com)

All other Notices:

Arch Insurance Company  
Professional Liability Underwriting  
One Liberty Plaza, 53<sup>rd</sup> Floor  
New York, NY 10006  
Fax: (212) 651-6499

**Item 7. Endorsements:**

See Attached schedule of endorsements and notices.





Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "Brian D. First".

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Brian D. First  
President

A handwritten signature in cursive script that reads "Regan A. Shulman".

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Regan Shulman  
Secretary

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## LAWYERS PROFESSIONAL LIABILITY POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY. CLAIMS MUST BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE COMPANY NO LATER THAN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD OR DURING AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

In consideration of the payment of premium, the undertaking of the Named Insured to pay the deductible, and in reliance upon the statements in the application and subject to the Limits of Liability shown in the Declarations as well as the Exclusions, Conditions and other terms of this policy, the Company and Named Insured agree as follows:

### I. INSURING AGREEMENTS

#### A. LEGAL SERVICES

The **Company** will pay on behalf of an **Insured** all amounts, in excess of the deductible, that an **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** that is both made and reported to the **Company** during the **Policy Period** or any extended reporting period based on an alleged negligent act, error or omission in the **Insured's** rendering or failing to render **Legal Services** for others. It is a condition precedent to coverage under this policy that the alleged negligent act, error or omission occurred:

1. during the **Policy Period**; or
2. prior to the **Policy Period**, provided that all of the following four conditions are met:
  - a. the **Insured** did not notify any prior insurer of such alleged negligent act, error or omission or **Related Negligent Act, Error or Omission**; and
  - b. prior to the inception date of the first policy issued by the **Company** if continuously renewed, no **Insured** had any basis (1) to believe that any **Insured** had breached a professional duty; or (2) to foresee that any such alleged negligent act, error or omission or **Related Negligent Act, Error or Omission** might reasonably be expected to be the basis of a **Claim** against any **Insured**; and
  - c. prior to the date any **Insured** first became a member or employee of the **Named Insured**, such **Insured** had no basis (1) to believe that any **Insured** had breached a professional duty; or (2) to foresee that any such alleged negligent act, error or omission or **Related Negligent Act, Error or Omission** might reasonably be expected to be the basis of a **Claim** against any **Insured**; and
  - d. there is no policy that provides insurance to the **Insured** for such liability or **Claim**.

## B. DISCIPLINARY PROCEEDINGS SUB-LIMIT OF LIABILITY

1. The **Company** will reimburse the **Insured** for defense costs incurred by the **Insured** to defend **Disciplinary Proceedings**. No deductible will apply to this coverage.
2. As a condition precedent to this coverage, the **Insured** must give the **Company** written notice within thirty (30) days of receipt of any **Disciplinary Proceeding** that has been initiated against the **Insured**.
3. Solely for the purpose of this coverage, the **Insured** will have the right and duty to defend the **Disciplinary Proceeding**; provided, however, that the **Company** will have the right to effectively associate in the defense and investigation of the **Disciplinary Proceeding** and be kept fully apprised as to the status of the **Disciplinary Proceeding**.
4. Solely for the purpose of this coverage, the **Insured** will have the right and duty to select counsel subject to the **Company's** prior written consent, which will not be unreasonably withheld.
5. The **Company** will not indemnify an **Insured** for any **Damages** incurred as a result of any **Disciplinary Proceeding**. The **Company** will not indemnify any **Insured** for defense costs in which the final resolution of the **Disciplinary Proceeding** results in the suspension or revocation of the **Insured's** license or right to practice law. The **Company** will have no obligation to reimburse the **Insured** for defense costs other than upon the final resolution of the **Disciplinary Proceeding** as described herein.

## C. NON-PARTY SUBPOENA EXPENSES SUB-LIMIT OF LIABILITY

The **Company** will pay reasonable and necessary non-party subpoena expenses incurred by the **Insured** to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony and to represent the **Insured** at a deposition provided that:

1. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
2. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

This coverage is subject to all of the exclusions of the policy and any coverage defenses which might apply with respect to **Claims**. No deductible will apply to this coverage. The **Insured** must give the **Company** written notice within thirty (30) days of receipt of any subpoena received by any **Insured**.

## II. DEFENSE AND SETTLEMENT OF CLAIMS

- A. The **Company** will have the right and duty to defend any **Claim** based on an alleged negligent act, error or omission in the **Insured's** rendering or failing to render **Legal Services** for others, seeking **Damages** that are covered by this policy. The **Company** will have the right to select defense counsel for the investigation, defense or settlement of the **Claim** and the **Company** will pay all reasonable **Claim Expenses** arising from the **Claim**.

The **Company** will have the right to conduct such investigation or negotiation of any **Claim** as it deems expedient. The **Company** will not be obligated to pay any **Damages** or **Claim Expenses**, or to defend or continue to defend any **Claim** after the **Company's** Limit of Liability Each Claim has been exhausted by payment or by deposit in a court having

jurisdiction of sums reflecting the remaining applicable Limit of Liability Each Claim of the policy.

- B.** The **Company** will not settle any **Claim** without the consent of the **Insured**, which will not be unreasonably withheld. If, however, the **Insured** refuses to consent to any settlement recommended by the **Company** and acceptable to the claimant, then the **Company's** Limit of Liability Each Claim under this policy will be reduced to the amount for which the **Claim** could have been settled plus all **Claim Expenses** incurred up to the time the **Company** made its recommendation. This amount will not exceed the remainder of the Limit of Liability Each Claim.

If the **Insured** refuses to settle, once the total **Claim Expenses** equal the amount for which the **Claim** could have been settled plus all **Claim Expenses** incurred up to the time the **Company** made its recommendation, the **Company** will have the right to withdraw from the further investigation and defense thereof by tendering control of such investigation or defense to the **Insured** and the **Insured** agrees, as a condition of the issuance of this policy, to accept such tender.

### III. LIMITS OF LIABILITY AND DEDUCTIBLE

#### A. LIMITS OF LIABILITY

1. Limit of Liability Each **Claim**: The **Company's** Limit of Liability for **Damages** and **Claim Expenses** for each **Claim** will not exceed the amount shown in Item 4.A. of the Declarations.
2. Limit of Liability Disciplinary Proceedings: The **Company's** Limit of Liability for defense costs for each **Disciplinary Proceeding** is the amount shown in Item 4.B. The Aggregate Limit of Liability amount shown in Item 4.B. of the Declarations is the most we will pay for all **Disciplinary Proceedings** made and reported during the **Policy Period**.

This Limit of Liability is in excess of the Limit of Liability Each Claim, but part of, and not in addition to, the Aggregate Limit of Liability Each Policy Period specified in Item 4 of the Declarations. If the alleged negligent act, error or omission that gave rise to the **Disciplinary Proceeding** results in a **Claim**, the Limit of Liability Each Claim will not be reduced by any defense costs reimbursed to the **Insured** in connection with such **Disciplinary Proceeding**.

3. Limit of Liability Non-Party Subpoena Expenses: The **Company's** Limit of Liability for non-party subpoena expenses for each **Insured** is the amount shown in Item 4.C. of the Declarations. The Aggregate Limit of Liability amount shown in Item 4.C. is the most we will pay for all **Insureds** regardless of the number of non-party subpoenas. Any fees, costs and expenses paid under this insuring agreement for non-party subpoena expenses are within and not in addition to the Each Claim Limit of Liability specified in Item 4.A. and the Aggregate Limit of Liability Each Policy Period specified in Item 4. of the Declarations.
4. With respect to Insuring Agreement A, if the Limit of Liability Each Claim is exhausted prior to settlement or judgment of a **Claim**, the **Company's** obligations under this policy will be cancelled and the **Company** will have the right to withdraw from the further investigation or defense of such **Claim** by tendering control of such investigation or defense to the **Named Insured**, and the **Named Insured** agrees, as a condition to the issuance of this policy, to accept such tender.

5. With respect to Insuring Agreements B and C, if the Limit of Liability Each Disciplinary Proceeding or Each Insured is exhausted prior to the resolution of any **Disciplinary Proceeding** or non-party subpoena, the **Company's** obligations under this policy will be cancelled and the **Company** will have the right to withdraw from the further investigation or defense of such **Disciplinary Proceeding** or non-party subpoena by tendering control of such **Disciplinary Proceeding** or non-party subpoena to the **Named Insured**, and the **Named Insured** agrees, as a condition to the issuance of this policy, to accept such tender.
6. **Aggregate Limit of Liability Each Policy Period:** The **Company's** Aggregate Limit of Liability for the **Policy Period** is the amount shown in Item 4. of the Declarations. This is most we will pay for the combined total of all **Damages** and **Claim Expenses** for all **Claims**, defense costs in connection with **Disciplinary Proceedings** and non-party subpoena expenses. If the Aggregate Limit of Liability is exhausted prior to settlement or judgment of any **Claim**, **Disciplinary Proceeding**, or non-party subpoena, the **Company's** obligations under this policy will be cancelled and the **Company** will have the right to withdraw from the further investigation or defense of any **Claim**, **Disciplinary Proceeding**, or non-party subpoena by tendering control of such investigation or defense to the **Named Insured**, and the **Named Insured** agrees, as a condition to the issuance of this policy, to accept such tender.

#### B. DEDUCTIBLE

1. The deductible amount shown in Item 4.A. of the Declarations will apply to all **Damages** and **Claim Expenses** for each and every **Claim**. The deductible will be applied first to **Claim Expenses** with any remainder applied to **Damages**.
2. The **Company's** obligation to pay or to reimburse is in excess of the deductible. The Deductible amount described above is included within and not in addition to the Limit of Liability for Insuring Agreement A. The **Named Insured** will pay the deductible within thirty (30) days of demand by the **Company**.

#### C. MULTIPLE INSURED, CLAIMS AND CLAIMANTS

The inclusion of more than one **Insured** in any **Claim**, or the making of **Claims** by more than one person or entity will not increase the **Company's** Limit of Liability Each **Claim** or the deductible. Two or more **Claims** arising out of a single act or omission, or **Related Negligent Act, Error or Omission** will be treated as a single **Claim**. All such **Claims**, whenever made, will be considered first made during the **Policy Period** in which the earliest **Claim** was first reported.

#### D. MULTIPLE POLICIES

If this policy and any other policy issued by the **Company** including any extended reporting period coverage afforded by such policy or policies, provides coverage to the same **Claim** against the **Insured**, the maximum limit of liability under all the policies will not exceed the highest remaining limit of liability under any one policy.

### IV. EXCLUSIONS

This policy will not apply to any **Claim**, **Disciplinary Proceeding** or non-party subpoena based upon or arising out of, in whole or in part:

- A. any intentional, criminal, fraudulent, malicious or dishonest act or omission by an **Insured**; except that this exclusion will not apply in the absence of a final adjudication or admission by

an **Insured** that the act or omission was intentional, criminal, fraudulent, malicious or dishonest;

- B.** any act whatsoever of an **Insured** in connection with a trust or estate when an **Insured** is a beneficiary or distributee of the trust or estate;
- C.** any act or omission by any **Insured** in an action brought by or on behalf of any other **Insured**;
- D.** the **Insured's** capacity or status as:
  - 1.** an officer, director, partner, trustee, shareholder, manager or employee of a business enterprise, charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust;
  - 2.** a public official, or an employee of a governmental body, subdivision, or agency unless the **Insured** is privately retained solely to render **Legal Services** to the governmental body, subdivision or agency and the remuneration for the **Legal Services** is paid directly or indirectly to the **Named Insured**;
- E.** the alleged acts or omissions by any **Insured**, with or without compensation, for any business enterprise, whether for profit or not-for profit, in which any **Insured** has a **Controlling Interest**;
- F.** any alleged violations of the Employment Retirement Income Security Act of 1974, its amendments, or any regulations or orders promulgated pursuant thereto;
- G.** any liability assumed by an **Insured** under any oral or written contract or agreement, unless such liability would have attached to the **Insured** by law in the absence of such contract or agreement;
- H.** the notarized certification or acknowledgment of signature without the physical appearance before such notary public of the person who is or claims to be the person signing said instrument;
- I.** any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request, demand or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**.

## **V. EXTENDED REPORTING PERIOD OPTIONS**

### **A. AUTOMATIC EXTENDED CLAIMS REPORTING PERIOD**

- 1.** If the **Company** or the **Named Insured** cancels or non-renews this policy for any reason, other than nonpayment of premium, the **Named Insured's** failure to comply with any term and condition of this Policy, fraud or material misrepresentation, the **Named Insured** will be entitled to a period of sixty (60) days from the date of policy termination to report **Claims** which are made against the **Insured** prior to such termination date and that arise out of an alleged negligent act, error or omission occurring prior to such termination date.
- 2.** This Automatic Extended Claims Reporting Period does not require the payment of an additional premium. This Automatic Extended Claims Reporting Period will be included within the Optional Extended Claims Reporting Period if such is purchased.

3. The fact that the period during which the **Claims** can be made against the **Insured** and reported to the **Company** is extended by virtue of the Automatic Extended Claims Reporting Period will not in any way increase the Limits of Liability of this Policy.

#### **B. OPTIONAL EXTENDED CLAIMS REPORTING PERIOD**

1. If this Policy is cancelled or non-renewed, for any reason other than non-payment of premium, the **Named Insured's** failure to comply with any term and condition of this Policy, fraud or material misrepresentation, and the **Named Insured** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Insured** will have the right, upon payment of additional premium, as stated below, to elect a continuation of coverage afforded by this policy for the additional period, also as stated below:

One Year (12 Months):	100% of Annual Expiring Premium
Two Years (24 months)	150% of Annual Expiring Premium
Three Years (36 Months)	185% of Annual Expiring Premium
Unlimited:	225% of Annual Expiring Premium

2. If elected, the Optional Extended Claims Reporting Period will commence upon the effective date of such termination or nonrenewal. Such continuation of coverage will apply only to a **Claim**, otherwise covered by this Policy, first made against the **Insureds** during the Optional Extended Claims Reporting Period for a negligent act, error or omission occurring prior to the end of the **Policy Period**.
3. The rights contained in this Section will terminate unless a written notice of election together with the additional premium due stated in B.1. above is received by the **Company** within sixty (60) days after the effective date of termination or nonrenewal.
4. There are no separate limits of liability for the Optional Extended Claims Reporting Period.

#### **C. UNLIMITED NONPRACTICING EXTENDED CLAIMS REPORTING PERIOD**

If an **Insured**:

1. ceases the private practice of law during the **Policy Period**;
2. has been continuously insured by the **Company** for at least three (3) consecutive years;
3. **ceases the performance of all Legal Services covered by this policy; and**
4. is fifty-five (55) years of age or older;

then such **Insured** has the right, for no extra charge, to elect an Unlimited Non-practicing Extended Claims Reporting Period, to report **Claims** first made against an **Insured** for any actual or alleged negligent act, error or omission occurring prior to the termination of the **Policy Period** and otherwise covered by this policy. Such Unlimited Non-practicing Extended Claims Reporting Period must be elected within sixty (60) days of the **Insured's** retirement or ceasing of the private practice of law.

#### **D. DEATH OR DISABILITY OF AN INSURED EXTENDED CLAIMS REPORTING PERIOD**

If an **Insured** dies during the **Policy Period**, such **Insured** will be provided with a Death Extended Claims Reporting Period commencing after the termination of the **Policy Period** at no additional premium until the executor or administrator of the estate is discharged, provided always that the death did not result from an intentionally self-inflicted injury, suicide or alcohol or drug abuse, and provided always that written notification and written proof of death of the **Insured** is provided within sixty (60) days of the date of death or prior to the end of the **Policy Period**, whichever is earlier.

If an **Insured** becomes **Totally and Permanently Disabled** during the **Policy Period**, such **Insured** will be provided with a Disability Extended Claims Reporting Period commencing after the termination of the **Policy Period** at no additional premium until the **Insured** is no longer **Totally and Permanently Disabled**. A condition to the extended reporting period for total and permanent disability will be that the **Insured** has had continuous coverage with the **Company** for at least three (3) consecutive prior full years, the **Insured** or his legal guardian provides written notice of the disability to the **Company** within sixty (60) days or prior to the termination of the **Policy Period**, whichever is earlier, and the **Insured** or the **Insured's** legal guardian provides a physician's written certification of the disability, including the date it began.

#### **E. ALL REPORTING PERIOD OPTIONS**

1. The right to any of the extended claims reporting period options is not available to any **Insured** where termination or nonrenewal by the **Company** is due to nonpayment of premium, the **Named Insured's** failure to comply with any term and condition of this Policy, fraud or material misrepresentation, or other money due to the **Company** or if the **Insured** has had his or her license to practice law suspended or revoked.
2. The Limits of Liability available for any extended claims reporting period option is part of, and not in addition to, the Limits of Liability shown on the Declarations of the expiring policy. The deductible as shown on the Declarations will apply separately to each and every **Claim** under any extended claims reporting period option. The deductible will be waived in the event of the death of the **Insured** or in the event the **Insured** becomes **Totally and Permanently Disabled**.
3. None of the extended claims reporting period options are cancelable. None of the extended claims reporting options are renewable. The additional premium for the Optional Extended Claims Reporting Period is fully earned at the inception of the Optional Extended Claims Reporting Period.

### **VI. CONDITIONS**

#### **A. POLICY TERRITORY**

This insurance is provided worldwide. Where **Claims** are made outside of the United States of America and its territories and possessions, Puerto Rico, or Canada, the following additional provisions apply:

1. The **Company** will have the right but not the duty to investigate, defend or settle any such **Claims** brought against an **Insured**;
2. If the **Company** elects not to investigate, defend or settle any such **Claim**, the **Insured** will, under the **Company's** supervision, arrange for such investigation and defense thereof as is reasonably necessary and subject to the **Company** prior authorization, will effect such settlement thereof as the **Company** and the **Insured** deem expedient;

3. The **Company** will reimburse the **Insured** for the reasonable cost of such investigation and defense and the amount of any settlement or judgment in excess of the deductible amount stated in the Declarations, all subject to and within the Limits of Liability stated in the Declarations; and
4. Such reimbursement will be made in United States currency at the rate of exchange prevailing on the date the judgment is rendered or the date that the amount of the settlement is agreed upon or the date expenditure is made.

## **B. NOTICE TO THE COMPANY**

1. **Notice** to the **Company** will be made at such location as is indicated in Item 6 of the Declarations. Notices to the **Company** will be sent to the applicable e-mail, facsimile, or other address specified in Item 6 of the Declarations, and shall include the policy number of this Policy, and become effective upon receipt.

### **2. NOTICE OF AN ACTUAL CLAIM**

The **Insured**, as a condition precedent to this policy, will immediately provide **Notice** to the **Company** of any **Claim** made against an **Insured**. In the event suit is brought against the **Insured**, the **Insured** will immediately forward to the **Company** every demand, notice, summons or other process received directly or by any **Insured's** representative.

### **3. NOTICE OF A POTENTIAL CLAIM**

The **Insured**, as a condition precedent to this policy, will immediately provide **Notice** to the **Company** if any **Insured** has any basis to believe that any **Insured** has breached a professional duty or to foresee that any such act or omission might reasonably be expected to be the basis of a **Claim**. If during the **Policy Period** the **Insured** will become aware of any act or omission that may reasonably be expected to be the basis of a **Claim** against an **Insured** and gives **Notice** to the **Company** of such act or omission and the reasons for anticipating a **Claim**, then any such **Claim** that is subsequently made against the **Insured** and reported to the **Company** will be deemed to have been made and reported at the time such **Notice** was given.

### **4. FRAUDULENT CLAIM**

If any **Insured** will commit fraud in proffering any **Claim** with regard to amount or otherwise, this policy will become void *ab initio* as to such **Insured**.

## **C. ASSISTANCE AND COOPERATION OF THE INSURED**

All **Insureds** will cooperate with the **Company**, including providing all information requested by the **Company** regarding any **Claim**, and cooperating fully with the **Company** in the defense, investigation and settlement of any **Claim**. Upon the **Company's** request, all **Insureds** will submit to examination by a representative of the **Company**, under oath if required. In addition, upon the **Company's** request, all **Insureds** will attend hearings, depositions and trials, and will assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits, all without charge to the **Company**.

The **Insured** will follow the **Company's** direction regarding whether to accept or reject a demand for arbitration of any **Claim**, and will not voluntarily agree to arbitrate a **Claim** without the **Company's** written consent. No **Insured** will, except at the **Insured's** own cost,

make any payment, make any admission, admit liability, waive any rights, settle any **Claim**, assume any obligation or incur any expense without the prior written consent of the **Company**.

#### **D. PROTECTION FOR INNOCENT INSURED**

Whenever coverage under this policy would be excluded, suspended or lost because of Section IV -- Exclusions, subsection A, the **Company** agrees that such insurance as would otherwise be afforded under this policy will be applicable with respect to any **Insured** who did not personally acquiesce in or remain passive after having personal knowledge of such conduct.

Whenever coverage under this policy would be excluded, suspended or lost because of Section VI -- Conditions, subsection B.4, the **Company** agrees that such insurance as would otherwise be afforded under this policy, will be applicable to any **Insured** who did not personally acquiesce in or remain passive after having personal knowledge of the **Claim** under Section VI -- Conditions, subsection B.2 or fraud under Section VI -- Conditions, subsection B.4.

The **Company's** obligation to pay will begin once the full extent of the assets of the responsible **Insured** have been exhausted and once the deductible as shown on the Declarations of the policy has been satisfied.

#### **E. SUBROGATION**

The **Company** will be subrogated to all **Insureds'** rights of recovery against any person or organization. All **Insureds** will assist the **Company** in effecting any rights of indemnity, contribution and apportionment available to any **Insured**, including the execution of such documents as are necessary to enable the **Company** to pursue claims in the **Insureds'** names, and will provide all other assistance and cooperation which the **Company** may reasonably require. All **Insureds** will cooperate with the **Company** and do nothing to jeopardize, prejudice or terminate in any way such rights.

The **Company** will not exercise any such rights against any **Insured** except as provided herein. Notwithstanding the foregoing, however, the **Company** reserves the right to exercise any rights of subrogation against any **Insured** with respect to any **Claim** brought about or contributed to by the intentional, criminal, fraudulent, malicious or dishonest act or omission of such **Insured**.

#### **F. CANCELLATION**

This policy may be canceled by the **Named Insured** by surrender of the policy to the **Company** or by mailing written notice to the **Company** stating when such cancellation will take effect. If canceled by the **Named Insured**, the **Company** will retain the customary short-rate proportion of the premium. In no event may the requested date of cancellation be greater than ten (10) days prior to the date the request is received by the **Company**.

This policy may be canceled by the **Company** by written notice mailed to the **Named Insured** at the address shown in Item 1 of the Declarations. Such cancellation will be no fewer than sixty (60) days from the date the notice is mailed unless the policy is canceled because the **Named Insured** has failed to pay a premium or deductible when due. In that event, such cancellation will take effect no fewer than ten (10) days from the date the notice is mailed.

If the policy is canceled by the **Company**, the earned premium will be computed pro-rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. Failure to pay any premium adjustment at, on, or around the time of the effective date of cancellation will not alter the effectiveness of cancellation.

This policy will cancel upon expiration of the **Policy Period**.

#### **G. OTHER INSURANCE**

This insurance will apply only as excess insurance over any other valid and collectible insurance. This policy is written as specific excess of coverage available under any extended claims reporting period.

#### **H. ALTERATION, ASSIGNMENT & TITLES**

1. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy nor prevent the **Company** from asserting any right under the terms of this policy.
2. Assignment of any interest under this policy will not bind the **Company** unless such assignment is acknowledged by a written endorsement issued by the **Company**.
3. The titles of the sections of, and endorsements to, this policy are for reference only. Such titles will not be part of the terms and conditions of coverage.

#### **I. ACTIONS AGAINST THE COMPANY AND DISPUTE RESOLUTION**

1. No suit or other proceeding will be commenced by any **Insureds** against the **Company** unless there will have been full compliance with all the terms and conditions of this policy.
2. No person or organization will have any right under this policy to join the **Company** as a party to any claim against the **Insureds** nor will the **Company** be impleaded by the **Insureds** in any such claim.
3. In the event that a dispute arises in connection with rights and obligations owed under this policy, the **Insured(s)** and the **Company** will participate in a non-binding mediation in which the parties will attempt in good faith to resolve such dispute. Either the **Insured(s)** or the **Company** will have the right to commence a judicial proceeding, or if the parties agree, submit the dispute to a binding arbitration, in order to resolve such dispute. However, no judicial proceeding or arbitration will be commenced prior to the termination of the mediation and until at least ninety (90) days has passed from the termination of the mediation. The costs and expenses of any mediation, or any arbitration, will be split equally by the parties.

#### **J. CHOICE OF LAW**

If a dispute arises over the meaning, interpretation or operation of any term, condition, definition or provision of this policy, the law of the State of New York will apply.

#### **K. APPLICATION**

By acceptance of this policy, all **Insureds** reaffirm as of the effective date of this policy that:

1. the statements in the application(s) and any attachment(s) attached hereto and made a part hereof, and all information communicated by the **Insureds** to the **Company**, either oral or written or electronically submitted, are true and accurate, are specifically incorporated herein, and are all **Insureds'** agreements, personal representations and warranties;
2. all such communicated information will be deemed material to the **Company's** issuance of this policy;
3. this policy is issued in reliance upon the truth and accuracy of such representations;
4. this policy embodies all agreements existing between the **Insureds** and the **Company**, or any of its agents, relating to this insurance; and
5. if any representation is false or misleading, this policy will be void *ab initio*.

**L. MATERIAL CHANGE**

Any **Material Change** during the **Policy Period** will be reported within thirty (30) days by the **Named Insured** to the **Company**.

**M. ENTIRE AGREEMENT**

This policy, including the Declarations, written endorsements, and the application will constitute the entire agreement between the **Company** and the **Insureds** or any of its agents regarding the insurance provided hereunder.

**N. POLICY CHANGES**

This policy will not be changed in any manner except by a written endorsement issued by the **Company**.

**O. WAIVER**

The **Company's** failure to insist on strict compliance with any terms, provisions or conditions to coverage of this policy or the failure to exercise any right or privilege will not operate or be construed as a waiver thereof or of any subsequent breach thereof or a waiver of any other terms, provisions, conditions, privileges or rights.

**P. DEFINED TERMS**

Terms used in the policy in bold faced type are defined herein.

**Q. BANKRUPTCY**

Bankruptcy or insolvency of any **Insured** will not relieve the **Company** of any of its obligations under this Policy, nor deprive the **Company** of any of its rights and defenses under this Policy.

In the event of the bankruptcy or insolvency of any **Insured**, the **Company** will advance **Damages** and **Claim Expenses** within the deductible, but will have the right to assert any appropriate claim or demand in such proceeding for payment of any obligations of any

**Insured**, including, without limitation, any amounts which the **Company** advances on behalf of any **Insured** within the deductible.

#### R. REFERENCES TO LAWS

Any statute, act, or code mentioned in this policy will be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.

### VII. DEFINITIONS

A. **Claim** means a demand for money or **Legal Services**.

B. **Claim Expenses** means:

1. fees, costs and expenses charged by attorneys retained or approved by the **Company**;
2. reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish such bond.
3. reasonable and necessary expenses incurred by an **Insured** at the request of the **Company** to assist in the investigation of a **Claim**, including actual loss of earnings up to \$500 a day for each **insured** because of time off from work, subject to a limit of \$5,000 for each individual **Insured** and subject to a maximum limit of \$10,000 per **Policy Period** for all **Insureds**.

**Claim Expenses** will not include:

1. salaries;
2. other remuneration by or to any **Insured**.

The limit of liability will first be applied to **Claim Expenses** with the remainder, if any, being the amount available to pay as **Damages**. The determination by the **Company** as to the reasonableness of **Claim Expenses** will be conclusive on all **Insureds**.

C. **Company** means the entity listed in Item 1 of the Declarations.

D. **Controlling Interest** means the right of an **Insured** or a member of an **Insured's Immediate Family**, directly or indirectly, to:

1. own 10% or more of an interest in an entity; or
2. vote 10% or more of the issued and outstanding voting stock in an incorporated entity; or
3. elect 10% or more of the directors of an incorporated entity; or
4. receive 10% or more of the profits of an unincorporated entity; or
5. act as general partner of a limited partnership, managing general partner of a general partnership, or comparable position in any other business enterprise.

- E. Damages** means the monetary portion of any judgment, award or settlement, provided such settlement is negotiated with the assistance and approval of the **Company**. **Damages** do not include:
1. compensation for bodily injury to, sickness, disease, death of any person, emotional distress or other emotional judgments or awards;
  2. compensation for injury to or destruction of tangible property or loss of use or value thereof;
  3. personal profit or advantage to which the **Insured** was not legally entitled;
  4. criminal or civil fines, penalties (statutory or otherwise), fees or sanctions;
  5. punitive, exemplary or multiple damages;
  6. matters deemed uninsurable;
  7. legal fees, costs and expenses paid to or incurred or charged by the **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, setoff or otherwise, and injuries that are a consequence of any of the foregoing; or
  8. any form of equitable or non-monetary relief.
- F. Disciplinary Proceedings** means a grievance or allegation involving an act or omission made against an **Insured** to any professional entity charged with the responsibility to oversee lawyer disciplinary matters.
- G. "Domestic Partner"** means any natural person who enters into a civil union or qualifies as a domestic partner under any federal, state or local law or under the provisions of any formal program established by the **Named Insured**.
- H. Immediate Family** means:
1. the **Insured**;
  2. the **Insured's** spouse or **Domestic Partner**;
  3. the **Insured's** parent(s), adoptive parent(s) or step-parent(s);
  4. the **Insured's** sibling(s) or step-sibling(s);
  5. the **Insured's** child(ren), adoptive child(ren) or step-child(ren).
- I. Insured** means:
1. **Named Insured**, which is the entity shown in Item 1 of the Declarations;
  2. any lawyer or professional corporation listed in the application on the day the **Policy Period** incepts until such time as the lawyer or professional corporation ceases to be a member of the **Named Insured** subject to section 4 below;
  3. any lawyer or professional corporation who becomes a partner, officer, director, stockholder or shareholder or employee of the **Named Insured** during the **Policy**

**Period** until such time as the lawyer or professional corporation ceases to be a member of the **Named Insured** subject to section 4 below;

4. any lawyer or professional corporation who is a former partner, officer, director, stockholder or shareholder or employee of the **Named Insured** or **Predecessor Firm**, but only in rendering or failing to render **Legal Services** on behalf of the **Named Insured** or **Predecessor Firm**;
  5. any person or entity who is designated by the **Named Insured** as counsel or of counsel in the application, but only in rendering or failing to render **Legal Services** on behalf of the **Named Insured**;
  6. any other person who is employed or retained by the **Named Insured** as a legal secretary, paralegal, contract attorney or other legal office staff member, but only in rendering or failing to render **Legal Services** on behalf of the **Named Insured** and also only within the scope of such employment or retention agreement; and;
  7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this policy.
- J. **Legal Services** means those services performed by an **Insured** as a licensed lawyer in good standing, arbitrator, mediator, title agent, notary public, administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity but only where the act or omission was in the rendition of services ordinarily performed as a lawyer. **Legal Services** will not be extended to include services rendered as a real estate agent or broker or as an insurance agent or broker.
- K. **Material Change** means:
1. an increase or decrease of lawyers or professional corporations resulting in a change to the **Named Insured** of greater than 50% of the total of all individuals who are partners, officers, directors, stockholders or shareholders of the **Named Insured** who perform **Legal Services** on behalf of the **Named Insured**; or
  2. the acquisition of the **Named Insured** by another entity, or the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity or the acquisition of all or substantially all of the assets of the **Named Insured** by another entity.
- L. **Notice** means the **Insured's** providing the following information to the **Company**, either in writing or as otherwise authorized by the **Company**:
1. the description of the alleged negligent act, error or omission; and
  2. the identities of the claimants or potential claimants; and
  3. the identities of the responsible **Insured(s)**; and
  4. the date and circumstances by which the **Insured(s)** first became aware of the alleged negligent act, error or omission.
- M. **Policy Period** means the period specified in Item 3 of the Declarations, subject to any cancellation prior to the scheduled expiration date.

- N. Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic or electromagnetic field of any frequency. **Pollutants** also includes, without limitation, materials to be recycled, reconditioned or reclaimed.
- O. Predecessor Firm** means any entity engaged in **Legal Services** to whose financial assets and liabilities the **Named Insured** is the majority successor in interest.
- P. Related Negligent Act, Error or Omission** means a negligent act, error or omission that forms the basis for two or more **Claims**, where a series of continuous, repeated, interrelated or causally connected acts or omissions give rise to one or more **Claims**, whether committed by one or more **Insured(s)**.
- Q. Totally And Permanently Disabled** means the **Insured** is wholly prevented from rendering **Legal Services**, provided that the disability has continued for at least six (6) months, is reasonably expected to be continuous and permanent and the disability did not result from intentionally self-inflicted injury, attempted suicide, alcohol or drug abuse.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIOR ACTS EXCLUSION ENDORSEMENT**

This Endorsement modifies insurance provided under the **Lawyers Professional Liability Policy**.

It is agreed that this policy will not provide coverage to any of the **Insureds** listed below with respect to any **Claim, Disciplinary Proceeding** or non-party subpoena based upon or arising out of, in whole or in part, any negligent act, error or omission that occurred or is alleged to have occurred prior to the following dates listed for each of the **Insureds** listed below.

<u>INSURED</u>	<u>PRIOR ACTS EXCLUSION DATE</u>
1. M. Allen Robb	10/20/2021
2. Steven Robb	10/20/2021
3.	
4.	
5.	

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 1

Policy Number: 11LPL14263803

Named Insured: M. Allen Robb, P.C.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/20/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NETWORK SECURITY AND PRIVACY LIABILITY EXTENSION ENDORSEMENT**

This Endorsement modifies insurance provided under the Lawyers Professional Liability Policy.

It is agreed that in consideration of a premium of \$0:

1. The Insuring Agreements designated with an X below will be added to the policy:

Insuring Agreements	Sub-Limit of Liability	Deductible	Retroactive Date
<input checked="" type="checkbox"/> <b>D. Data Incident Response Expense</b>	\$25k each <b>Network Security Breach or Privacy Violation</b>	\$ 1,000 each <b>Network Security Breach or Privacy Violation</b>	Per Policy
<input type="checkbox"/> <b>E. Network Security and Privacy Liability Coverage</b>	\$ each <b>Claim</b>	\$ each <b>Claim</b>	

2. The following Insuring Agreement designated with an X above are added to Section I. **INSURING AGREEMENTS**:

**D. DATA INCIDENT RESPONSE EXPENSE**

The **Company** will pay **Data Incident Response Expense**, in excess of the deductible, incurred by the **Insured**, directly resulting from a **Network Security Breach or Privacy Violation**:

- a. occurring on or after the **Retroactive Date**;
- b. discovered during the **Policy Period**; and
- c. reported to the **Company** pursuant to the terms of this Endorsement.

**E. NETWORK SECURITY AND PRIVACY LIABILITY**

The **Company** will pay on behalf of an **Insured** all amounts, in excess of the deductible, that an **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses**, because of a **Claim** that is:

- a. first made against an **Insured** during the **Policy Period** or Extended Claims Reporting Period, if applicable;
- b. for a **Network Security Breach or Privacy Violation** occurring on or after the **Retroactive Date** and prior to the end of the **Policy Period**; and
- c. reported to the **Company** pursuant to the terms of this policy.

3. Regarding the coverage provided under this Endorsement, Paragraph **A. LIMITS OF LIABILITY** of Section **III. LIMITS OF LIABILITY AND DEDUCTIBLE** is amended as follows:

- A.** Paragraph 4 is deleted and replaced by the following:

4. Aggregate Limit of Liability Each **Policy Period**: The **Company's** Aggregate Limit of Liability for the **Policy Period** is the amount shown in Item 4. of the Declarations. This is most we will pay for the combined total of all **Damages** and **Claim Expenses** for all **Claims**, defense costs in connection with **Disciplinary Proceedings**, non-party subpoena expenses and **Data Incident Response Expense**.

B. The following is added:

5. The **Company's** Sub-Limit of Liability for **Data Incident Response Expense** each **Network Security Breach** or **Privacy Violation**, is specified in Paragraph 1.D. of this Endorsement. The **Company** will not be obligated to pay any **Data Incident Response Expense** after the Sub-Limit of Liability specified in Paragraph 1.D. of this Endorsement has been exhausted by payment of **Data Incident Response Expense**. Such Sub-Limit of Liability will be part of, and not in addition to, the Limit of Liability Each **Claim** specified in Item 4.A. of the Declarations, regardless of whether a **Claim** has been made. The **Company** does not assume any duty to defend under this Insuring Agreement.
6. The **Company's** Sub-Limit of Liability for **Damages** and **Claim Expenses** each **Network Security Breach** or **Privacy Violation Claim** is specified in Paragraph 1.E. of this Endorsement, if purchased. Such Sub-Limit of Liability will be part of, and not in addition to, the Limit of Liability Each **Claim** specified in Item 4.A. of the Declarations.
7. With regard to Insuring Agreement E, if the Sub-Limit of Liability specified in Paragraph 1.E. of this Endorsement is exhausted prior to settlement or judgment of any pending **Claim**, the **Company's** obligations under this policy will be cancelled and the **Company** will have the right to withdraw from the further investigation or defense of any pending **Claim** by tendering control of such investigation or defense to the **Named Insured**, and the **Named Insured** agrees, as a condition to the issuance of this policy, to accept such tender.

4. Regarding the coverage provided under this Endorsement, Paragraphs B., C. and D. of Section III. **LIMITS OF LIABILITY AND DEDUCTIBLE** are deleted and replaced by the following:

**B. DEDUCTIBLE**

1. As a condition precedent to the **Company's** liability under this Endorsement, the applicable deductible specified in Paragraph 1 of this Endorsement will be paid by the **Insured**, be applicable to each **Network Security Breach** or **Privacy Violation** under Insuring Agreement **D** or each **Claim** under Insuring Agreement **E**.
2. The deductible specified in Paragraph 1 of this Endorsement will apply to all **Data Incident Response Expense** under Insuring Agreement **D** and all **Damages** and **Claim Expenses** under Insuring Agreement **E**.
3. In the event more than one Insuring Agreement is triggered by a **Network Security Breach**, **Privacy Violation** or **Claim**, only the single highest deductible specified in Paragraph 1 of this Endorsement will apply.
4. The total deductible for all **Claims**, **Network Security Breaches**, **Privacy Violations**, or series of **Claims**, **Network Security Breaches**, or **Privacy Violations** that have a common nexus of facts, circumstances, situations, events, transactions, causes or series of causally connected facts, circumstances, situations, events, transactions or causes. will not exceed the single highest deductible specified in Paragraph 1 of this Endorsement.

5. The deductible will be applied first to **Claim Expenses** and **Data Incident Response Expense** with any remainder applied to **Damages**. The **Named Insured** will pay the deductible within thirty (30) days of demand by the **Company**.

**C. MULTIPLE INSURED, CLAIMS AND CLAIMANTS**

With regard to Insuring Agreement E, the inclusion of more than one **Insured** in any **Claim**, or the making of **Claims** by more than one person or entity will not increase the **Company's** Sub-Limit of Liability Each **Claim**, Aggregate Sub-Limit of Liability Per **Policy Period** or the deductible. Two or more **Claims** arising out of a single **Network Security Breach** or **Privacy Violation** will be treated as a single **Claim**. All such **Claims**, whenever made, will be considered first made during the **Policy Period** in which the earliest **Claim** was first reported.

**D. MULTIPLE POLICIES**

If this policy and any other policy issued by the **Company** including any extended claims reporting period coverage afforded by such policy or policies, provides coverage to the same **Network Security Breach** or **Privacy Violation** or **Claim**, the maximum limit of liability under all the policies will not exceed the highest remaining limit of liability under any one policy.

5. Solely with respect to the coverage provided under this Endorsement, Paragraph A. of Section **VII. DEFINITIONS** is deleted and replaced by the following:

**A. "Claim"** means any:

1. written demand or notice for civil monetary damages or other civil non monetary relief commenced by the **Insured's** receipt of such demand or notice;
2. civil proceeding, including but not limited to any arbitration proceeding or other alternative dispute resolution (ADR) proceeding, commenced by the service upon the **Insured** of a complaint, demand for arbitration, or similar pleading;
3. written request to an **Insured** to toll or waive the statute of limitations regarding a potential **Claim** as described in 1. and 2. above commenced by the **Insured's** receipt of such request;
4. a **Regulatory Action**.

6. Solely with respect to the coverage provided under this Endorsement, the following definitions are added:

**A. "Computer System"** means any computer hardware, electronic mobile device, software or firmware, and components thereof including data stored thereon, that is owned or leased by a **Named Insured**, and is under the direct operational control of the **Named Insured** or any mobile device owned and under the direct operational control of an employee of a **Named Insured** if such mobile device is used for the benefit of the **Named Insured**.

**Computer System** also includes cloud computing and other hosted resources operated by a third party for the purpose of providing hosted computer resources to the **Named Insured** as provided in a written contract between the **Named Insured** and such third party.

**B. "Cyberterrorism"** means the premeditated use of disruptive activities against any **Computer System** by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such

objectives. **Cyberterrorism** does not include any such activities which are part of or in support of any military action, war or warlike operation.

**C. “Data Incident Response Expense”** means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Company’s** prior written consent, for:

1. legal services by an attorney selected by the **Company** regarding any **Network Security Breach** or **Privacy Violation**;
2. computer forensic investigatory services by a third party information security professional selected by the **Company** to determine the cause of the **Network Security Breach** and identities of those who may have been victims of any **Privacy Violation**;
3. notifying individuals who may have been victims of any **Privacy Violation**;
4. public relations firm, crisis management firm or law firm services to mitigate reputational damage resulting from any **Network Security Breach** or **Privacy Violation**;
5. credit monitoring services and identity theft education;
6. costs for identity theft call center services; and
7. costs to restore or recreate electronic data;

**Data Incident Response Expense** will exclude any: (i) compensation or overhead of any **Insured**; (ii) payments made as compensation for any injury or damages resulting from any **Network Security Breach** or **Privacy Violation**; or (iii) costs associated with replacing, repairing or improving any network, computer hardware or software.

**D. “Denial of Service Attack”** means a malicious attack intended by the perpetrator to overwhelm the capacity of the **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.

**E. “Network Security Breach”** means any:

1. unauthorized access to, or unauthorized use of, a Computer System;
2. transmission of Malicious Code into or from a Computer System; or
3. Denial of Service **Attack**.

**F. “Malicious Code”** means any virus, Trojan, worm or other similar malicious software program, code or script designed to infect, harm, harm data on, or steal data from, a **Computer System**.

**G. “Personal Information”** means any:

1. information for which an individual may be uniquely and reliably identified or contacted including without limitation the individual's:
  - a. name;
  - b. address;

- c. telephone number;
  - d. social security number;
  - e. drivers license number or any other state identification number;
  - f. medical or healthcare data, including protected health information; or
  - g. account numbers.
2. non-public personal information as defined in any **Privacy Law**.
- H. **“Privacy Law”** means those parts of the following statutes or regulations regulating the use and protection of non-public personal information (as defined in such statutes or regulation):
- 1. Health Insurance Portability and Accountability Act of 1996 (HIPAA);
  - 2. Gramm-Leach Bliley Act of 1999 (GLBA);
  - 3. consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including but not limited to Section 5(a) of the Federal Trade Commission Act, 15. U.S.C § 45 (a), as amended;
  - 4. security breach notification laws that require notice to individuals of the actual or potential theft of their non-public personal information, including but not limited to the California Security Breach Notification Act of 2003 (CA SB1386); or
  - 5. other state, federal or foreign privacy laws for non-public personal information, or a privacy policy limiting the sale, disclosure or sharing of non-public personal information or providing individuals with the right to access or correct non-public personal information.
- I. **“Privacy Violation”** means any:
- 1. failure to protect **Private Information** while in the care, custody or control of an **Insured**;
  - 2. violation of a **Privacy Law** by an **Insured**; or
  - 3. violation of an **Insured’s** privacy policy with respect to provisions prohibiting any **Insured** from disclosing **Private Information**.
- J. **“Private Information”** means any of the following information that exists in any format and that is in the care, custody and control of any **Insured**, or in the care, custody and control of a third party on any **Insured’s** behalf:
- 1. **Personal Information**; or
  - 2. confidential or proprietary business information that is not available to the general public.
- K. **“Regulatory Action”** means a civil administrative or regulatory proceeding commenced by service of a complaint or pleading, civil investigative demand or civil request for information brought or made by a governmental agency or authority that alleges a Privacy Violation. A

**Regulatory Action will not mean or include any criminal demands, requests or proceedings.**

- L. **“Retroactive Date”** means the date set forth Paragraph 1. of this Endorsement.
7. Regarding the coverage provided under Insuring Agreement D, the following policy provisions of the policy will not apply:
- A. Section II. **DEFENSE AND SETTLEMENT OF CLAIMS**
  - B. Paragraph V. **EXTENDED REPORTING PERIOD OPTIONS**
8. Regarding the coverage provided under Insuring Agreement D, Paragraphs B. and C. of Section VI. **CONDITIONS** are deleted and replaced by the following:
- B. **NOTICE TO THE COMPANY**
    - 1. **Notice** to the **Company** will be made at such location as is indicated in Item 6 of the Declarations. Notices to the **Company** will be sent to the applicable e-mail, facsimile, or other address specified in Item 6 of the Declarations, and shall include the policy number of this policy, and become effective upon receipt.
    - 2. The **Insureds** will give to the **Company** written notice of any **Network Security Breach** or **Privacy Violation** for which **Data Incident Response Expense** coverage is requested. Such notice will be given as soon as practicable provided that such notice will be no later than sixty (60) days after the end of the **Policy Period**.
  - C. **ASSISTANCE AND COOPERATION OF THE INSURED**

All **Insureds** will cooperate with the **Company**, including providing all information requested by the **Company** regarding any **Network Security Breach** or **Privacy Violation**, and cooperating fully with the **Company**. Upon the **Company’s** request, all **Insureds** will submit to examination by a representative of the **Company**, under oath if required.
9. Section IV. **EXCLUSIONS** of the policy will apply to all coverage provided under this Endorsement and for purposes of this Endorsement only, this policy will not pay any **Data Incident Response Expense** or **Claim** based upon or arising out of, in whole or in part:
- A. any demand, suit or proceeding pending or order, decree or judgment made or initiated against the **Insured** on or prior to the inception date of this policy or any **Network Security Breach** or **Privacy Violation** specified in such prior demand, suit or proceeding which has a common nexus, fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes underlying or alleged therein;
  - B. any fact, circumstance or situation that, before the inception date of this policy, that was the subject of any notice given under any policy of which this policy is a renewal or replacement;
  - C. any actual or alleged unauthorized or illegal collection or intentional sharing of **Personal Information**, including but not limited to the collection of **Personal Information** using cookies, spyware, or other malicious code, or the failure to provide adequate notice that **Personal Information** is being collected or shared;
  - D. any bodily injury, sickness, disease, emotional distress, mental anguish or death of any person, or damage to or destruction of any tangible property, including loss of use thereof;

- E. any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan; however this exclusion will not apply to a **Network Security Breach**;
- F. any actual or alleged unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including without limitation, **Claims** arising out of unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, "pop-up" or "pop-under" Internet advertising or fax-blasting, direct mailing or telemarketing, or **Claims** involving actual or alleged violations of any foreign, federal, state or local statute, regulation or ordinance that addresses, limits or prohibits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; however this exclusion will not apply to a **Network Security Breach**;
- G. any actual or alleged discrimination, harassment, wrongful termination, unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, improper payroll deductions, improper employee classification, failure to maintain accurate time records, failure to grant meal and rest periods, or social security benefits, or any other employment practices wrongful act.;
- H. any actual or alleged discrimination, humiliation or harassment in any form or manner, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sex, sexual orientation or preference, pregnancy, marital status, retaliation, or any other protected class under any federal, state, local or other law;
- I. any actual or alleged price fixing, restraint of trade, monopolization, unfair trade practices or any violation of the Federal Trade Commission Act or consumer protection laws, Sherman Anti-Trust Act, the Clayton Act, or any similar law regulating anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;
- J. any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lockout, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, however, this exclusion will not apply to **Cyberterrorism**;
- K. any **Insured's** service at any time as a director, officer, trustee, regent, governor, independent contractor or equivalent executive, or as an employee, of any entity other than an **Insured** even if such service is with the knowledge and consent, or at the request, of an **Insured**;
- L. any inaccurate, inadequate or incomplete description of the price of goods, products or services, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance;

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 2

Policy Number: 11LPL14263803

Named Insured: M. Allen Robb, P.C.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/20/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MICHIGAN AMENDATORY ENDORSEMENT**

This Endorsement modifies insurance provided under the Lawyers Professional Liability Policy.

It is agreed that Paragraph **F.** of **Section VI. CONDITIONS** is deleted and replaced by:

**F. CANCELLATION**

1. The **Named Insured** may cancel this Policy by mailing or delivering to the **Company** or the **Company's** authorized agent advance notice of cancellation stating when thereafter the cancellation shall be effective. .
2. The **Company's** or the **Company's** authorized agent may cancel this Policy by mailing or delivering to the **Named Insured**, at the address shown in Item 1. of the Declarations, with postage fully prepaid, written notice of cancellation at least:
  - a. ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
  - b. thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.
3. The mailing of notice as aforementioned shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**.
4. If this Policy is cancelled, the **Company** will send the **Named Insured** any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. A premium adjustment may be made either at the effective date of cancellation or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: 11LPL14263803

Named Insured: M. Allen Robb, P.C.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/20/2024

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: <a href="http://www.federalreserveconsumerhelp.gov">www.federalreserveconsumerhelp.gov</a> Email Address: <a href="mailto:ConsumerHelp@FederalReserve.gov">ConsumerHelp@FederalReserve.gov</a>
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture





<p>Customer Information</p> <p>STOLTMAN LAW , PLLC</p>	<p>Customer Contact</p> <p>702 CHURCH ST, FLINT, MI 48502-1120</p>
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<p>Agency Information</p> <p>STEWART &amp; ASSOCIATES VALLEY INSURANCE</p> <p>01-1008-00</p>	<p>Agency Contact</p> <p>PO BOX 159, DAVISON, MI 48423-0159 (810) 653-4844 kipps@stewartvalley.com</p>
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<p>Proposal Type</p> <p><b>TAILORED PROTECTION POLICY</b></p> <p>Your business is unique and needs flexible options to make sure it has the best coverages including property, liability, crime, inland marine, garagekeepers, and dealer's blanket. With award-winning claim service and value-added resources, Auto-Owners can offer you the customized protection you and your business need.</p> <p><b>Easily manage your insurance - anytime, anywhere with Customer Center. To sign up, visit <a href="http://auto-owners.com">auto-owners.com</a> or download the Auto-Owners Mobile app.</b></p> <p>The paid in full discount is not available for agency bill business.</p>	<p>Proposed Premium</p> <p><b>\$3,964.00</b></p> <hr/> <p>Paid in Full Discount</p> <p><b>\$0.00</b></p> <hr/> <p>Proposed Premium if on Full Pay Plan</p> <p><b>\$3,964.00</b></p>
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Valid 60 Days	Start Date 07/09/2025	Offer Expires 09/07/2025	Proposal Term 07/11/2025 - 07/11/2026	Page 1 - 7
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## Premium Overview

Proposal ID: StoltmanLaw,PLlcTPP-5621236  
 Company Name: Auto-Owners Insurance Company  
 Entity Type: Limited Liability Company  
 Rating Effective Date: 07/08/2025

Proposed Premium	
<b>Tailored Protection Policy (TPP)</b>	
Commercial General Liability	<b>\$3,964.00</b>
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Total Proposed Premium	\$3,964.00
<b>Total Premium if on Full Pay Plan</b>	<b>\$3,964.00</b>

## Premium Adjustments

### COMMERCIAL GENERAL LIABILITY

Limits of Liability - Including CGL Plus Endorsement	
General Aggregate (Other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	Excluded
Damage to Premises Rented to You	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person

Twice the "General Aggregate Limit" shown above is provided at no additional charge for each 12 month period.  
 Products-Completed Operations Aggregate is automatically reinstated once.

## Commercial General Liability - Optional Coverages

### Additional Insured

Valid 60 Days	Start Date 07/09/2025	Offer Expires 09/07/2025	Proposal Term 07/11/2025 - 07/11/2026	Page 2 - 7
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Form: Blanket Additional Insured (55373)

Name: N/A

<b>Additional Insured (55373) Premium</b>	<b>\$500.00</b>
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### Cyber Suite Coverage Package

Coverage/Effective Date	07/11/2025
Limit (see coverage package supplemental for details)	\$1,000,000
<b>Cyber Suite Coverage Package Premium</b>	<b>\$3,111.00</b>

### Hired Auto and Non-Owned Auto Liability

Limit	\$1,000,000 Each Occurrence
<b>Hired Auto and Non-Owned Auto Liability Premium</b>	<b>Included</b>

<b>Total CGL Optional Coverages Premium</b>	<b>\$3,611.00</b>
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### LOCATION: 1

Address: 702 CHURCH ST FLINT, MI 48502-1120

County: Genesee

## Classifications

66122

### Lawyers Offices - For Profit

Premium Basis: Area

Exposure	250
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<b>Premises-Operations</b>	<b>\$20.00</b>
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<b>Products-Completed Operations</b>	<b>\$1.00</b>
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<b>Total Location 1 Commercial General Liability Premium</b>	<b>\$21.00</b>
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Valid  
60 Days

Start Date  
07/09/2025

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Balance to Minimum - Premises Operations

\$327.00

## Terrorism

Terrorism - Certified Acts

**Terrorism - Certified Acts Premium**

**\$5.00**

**Total Commercial General Liability Premium**

**\$3,964.00**

## Commercial General Liability Plus Endorsement

**Applies to All Commercial General Liability Locations**

Extended Watercraft less than 50 feet in length

Hired Auto and Non-Owned Auto Liability

Broadened Supplementary Payments

Loss of Earnings

\$400

Additional Products-Completed Operations Aggregate

Broadened Knowledge of Occurrence

Damage to Premises Rented to You -

(Fire, Lightning, Explosion, Smoke, or Water Damage)

up to \$300,000

Medical Payments Amendment

\$10,000

Blanket Additional Insured – Lessor of Leased Equipment

Blanket Additional Insured – Managers or Lessors of Premises

Newly Formed or Acquired Organizations Extension

Blanket Waiver of Subrogation

Valid  
60 Days

Start Date  
07/09/2025

Offer Expires  
09/07/2025

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## Cyber Suite Coverage Package

Coverages	Deductibles	Limits
<b>Cyber Aggregate</b>	\$10,000	\$1,000,000
<b>Cyber Third Party Coverages</b>		
Privacy Incident Liability	\$10,000	Included
Network Security Liability	\$10,000	Included
Electronic Media Liability	\$10,000	Included
<b>Cyber First Party Coverages</b>		
Data Compromise Response Expenses	\$10,000	Included
Sublimit Per Occurrence:		
Public Relations		\$10,000
Reputational Harm		\$10,000
Computer Attack	\$10,000	Included
Sublimit Per Occurrence:		
Public Relations		\$10,000
Sublimited Coverages Per Occurrence:		
Cyber Extortion	\$10,000	\$25,000
Misdirected Payment Fraud	\$10,000	\$25,000
Computer Fraud	\$10,000	\$25,000
Telecommunications Fraud	\$10,000	\$25,000
Rewards Payments	\$10,000	Included
Sublimit Per Policy Period		\$25,000
<b>Identity Recovery Aggregate</b>	N/A	\$25,000
Sublimit Per Occurrence:		
Lost Wages and Child and Elder Care Expenses		\$5,000
Mental Health Counseling		\$1,000
Miscellaneous Unnamed Costs		\$1,000

Valid  
60 Days

Start Date  
07/09/2025

Offer Expires  
09/07/2025

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07/11/2025 - 07/11/2026

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## POLICY PAYMENT OVERVIEW

Company Bill Option	Required Deposit	Remaining Installments	Installment Amount
Full Pay	\$3,964.00	0	\$0.00
Semi-Annual	\$1,982.00	1	\$1,982.00
Quarterly	\$991.00	3	\$991.00
Monthly	\$330.37	11	\$330.33

Installment amounts do not include billing fees.

Proposed Premium

**\$3,964.00**

Paid in Full Discount

**\$0.00**

Proposed Premium if on Full Pay Plan

**\$3,964.00**

**Premiums quoted are subject to change based upon the actual coverages requested and completed underwriting information provided. All terms, conditions, coverages and premiums are subject to underwriting acceptance and approval.**

The paid in full discount is not available for agency bill business. Delays in issuing policy may result in larger payment amounts spread over fewer installments. Your payment's due date is based on your policy effective date and may be changed at your request. Your total amount per payment may vary due to unique situations affecting your account.

We are required to notify you of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act). Please refer to form 59345 IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE and REJECTION OF TERRORISM RISK INSURANCE COVERAGE, attached to this proposal. When coverage for certified acts of terrorism is elected, the premium for the coverage is shown in this proposal. If coverage for certified acts of terrorism is rejected, an additional premium charge may be made after 12-31-2020 if the Act is not extended or revised in any way. It will not apply if the Act is simply extended.

Valid 60 Days	Start Date 07/09/2025	Offer Expires 09/07/2025	Proposal Term 07/11/2025 - 07/11/2026	Page 6 - 7
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## ADDITIONAL DISCOUNTS AVAILABLE

Up to an additional 2% discount may apply if the business owner, a partner, a corporate officer or a key employee has one of the following policies with Auto-Owners Life Insurance Company:

**Life Insurance Policy** - \$100,000 or greater face amount

**Disability Income Policy** - Any monthly benefit (item 260) or \$1,000 or greater (item 235)

**Non-Qualified Annuity** - With combined cash value exceeding \$10,000

**Simplified Issue Life Policy** - With a face amount of \$50,000

This discount is not available in all states. Please ask your agent for details.

Valid 60 Days	Start Date 07/09/2025	Offer Expires 09/07/2025	Proposal Term 07/11/2025 - 07/11/2026	Page 7 - 7
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ACE American Insurance Company

# Chubb Cyber Enterprise Risk Management Policy Declarations

**NOTICE: THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD FOR ANY INCIDENT TAKING PLACE AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD.**

**AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF INSURANCE AND WILL BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CLAIMS EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF INSURANCE. TERMS THAT ARE UNDERLINED IN THIS NOTICE PROVISION HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION II, DEFINITIONS. READ THE ENTIRE POLICY CAREFULLY.**

IF YOU NEED URGENT CRISIS MANAGEMENT OR LEGAL ADVICE, PLEASE CONTACT:

**Cyber Incident Response Coach Hotline at:**  
1-(800)-817-2665 or Press your '[Report Cyber Incident](#)' button on the Chubb Cyber Alert Mobile application.

Policy No: D03273672	Renewal of:
<b>Item 1. Named Insured</b>	Stoltman Law, PLLC
Principal Address	702 CHURCH STREET FLINT, MI 48502
<b>Item 2. Policy Period</b>	From: 10-01-2025 To: 10-01-2026 (12:01 AM local time at the address shown in Item 1.)

<b>Item 3. Maximum Policy Limits of Insurance.</b>	
A. Maximum Single Limit of Insurance	\$2,000,000
B. Maximum Policy Aggregate Limit of Insurance	\$2,000,000

<b>Item 4. Limits of Insurance, Retentions and Insuring Agreement(s) Purchased. If any Limit of Insurance field for an Insuring Agreement is left blank or NOT COVERED is shown, there is no coverage for such Insuring Agreement.</b>			
<b>First Party Insuring Agreements</b>			
<b>A. Cyber Incident Response Fund</b>	<b>Each Cyber Incident Limit</b>	<b>Aggregate Limit for all Cyber Incidents</b>	<b>Each Cyber Incident Retention</b>
1. <b>Cyber Incident Response Team</b>	\$2,000,000	\$2,000,000	\$2,500
			Except <b>Cyber Incident</b> \$0

**Response  
Coach:**

**First Party Insuring Agreements**

**NOTE:** The **Insured** is under no obligation to use or contract for services with the **Cyber Incident Response Team**. However, if the **Insured** elects not to use or contract with **the Cyber Incident Response Team** but elects to use or contract with a **Non-Panel Response Provider**, then the **Each Cyber Incident** Limits and Aggregate Limit for all **Cyber Incidents** specified in Item 4A2 below apply.

2. <b>Non-Panel Response Provider</b>	\$1,000,000	\$1,000,000	\$2,500
Insuring Agreement	Each <b>Cyber Incident</b> Limit	Aggregate Limit for all <b>Cyber Incidents</b>	Each <b>Cyber Incident</b> Retention
B. Business Interruption and Extra Expense			
1. <b>Business Interruption Loss and Extra Expenses</b>	\$2,000,000	\$2,000,000	\$2,500 <b>Waiting Period: 8 Hours</b>
2. <b>Contingent Business Interruption Loss and Extra Expenses</b>	\$2,000,000	\$2,000,000	\$2,500 <b>Waiting Period: 8 Hours</b>
a. Scheduled Providers Limit (if scheduled by endorsement)			<b>Waiting Period:</b>
C. Digital Data Recovery	\$2,000,000	\$2,000,000	\$2,500
D. Network Extortion	\$2,000,000	\$2,000,000	\$2,500

**Third Party Liability Insuring Agreements**

Insuring Agreement	Each <b>Claim</b> Limit	Aggregate Limit for all <b>Claims</b>	Each <b>Claim</b> Retention
E. Cyber, Privacy and Network Security Liability	\$2,000,000	\$2,000,000	\$2,500
1. <b>Payment Card Loss</b>	\$2,000,000	\$2,000,000	\$2,500
2. <b>Regulatory Proceeding</b>	\$2,000,000	\$2,000,000	\$2,500
F. Electronic, Social And Printed Media Liability			

Item 5. <b>Retroactive Date</b> (only applicable to Third Party Insuring Agreements)	Full Prior Acts
Item 6. Pending or Prior Proceedings Date (only applicable to Third Party Insuring Agreements)	10-01-2025

Third Party Liability Insuring Agreements		
Item 7. <b>Extended Reporting Period</b>	<b>A. Additional Premium:</b>	100% of Annual Premium
	<b>B. Additional Period:</b>	12 Months

Item 8. Policy Premium	\$1,036.00
Policy Premium Plus applicable taxes and fees (if any)	\$1,036.00

Item 9. Notice to Insurer	
A. Notice of Incident, Claim, or potential Claim as set forth in section VIII, subsection C	By Mail: Director of Claims Chubb P.O. BOX 5105 Scranton, PA 18505-0518 Fax Number: 877-201-8787
	By Email: cyberclaimreport@chubb.com OR ChubbClaimsFirstNotice@Chubb.com
	By Mobile App Or Online: Visit <a href="http://www.chubb.com/cyber">www.chubb.com/cyber</a> OR Visit <a href="http://www.chubb.com/us-en/claims">www.chubb.com/us-en/claims</a> OR Press the 'Report Cyber Incident' button on the Chubb Cyber Alert mobile application.
B. All Other Notices to the <b>Insurer</b>	Chief Underwriting Officer Chubb – Financial Lines 1133 Avenue of the Americas, 32nd Floor New York, NY 10036

Chubb. Insured.™

# Chubb's Cyber Service Solutions



## Bridging the gap between cyber insurance and cyber security expertise.

Purchasing cyber insurance from Chubb is a great first step to help protect your organization from the financial and reputational losses experienced when data breaches and system outages occur. But protection doesn't end there. Chubb's policyholders have access to a selection of essential mitigation tools and advisory resources that can help you reduce your exposures 365 days a year.

Put the power of our solutions and advisory resources to work for your organization today. To [request services](#) or schedule an orientation call with a [Chubb Cyber Risk Advisor](#), or email us at [cyber@chubb.com](mailto:cyber@chubb.com).

Solution	Complimentary Offers	Discounted Offers
<b>Cyber Incident Response Solutions</b> Solutions to help assess, plan and practice your response before a cyber incident occurs — and help ensure quick action if it does.		
<b>Incident Response Mobile App:</b> Get 24/7 incident reporting and response service resources at your fingertips.	☆	
<b>Breach Response Plan Builder:</b> Build and maintain a customized response plan that can be accessed 24/7/365 online or with a convenient mobile app.	☆	☆
<b>Virtual Incident Response Tabletop Exercise:</b> Use a virtual, interactive cyber event simulation to test your organization's ability to appropriately comply with your incident response plan.		☆
<b>Response Readiness Assessment:</b> Receive a personalized assessment of your current incident response plan or get help creating an incident response plan if you do not already have one in place.		☆
<b>Cyber Vulnerability Management Solutions</b> Stay on top of software and network vulnerabilities that could impact your bottom line.		
<b>Chubb Cyber Vulnerability Alert System:</b> Get updates that highlight the most critical and recently identified software vulnerabilities on the software you use.	☆	
<b>External Vulnerability Monitoring:</b> Monitor cyber risk as a daily measurement of your security performance via a platform that highlights both strengths and potential weaknesses.	☆	
<b>Network Vulnerability Scan:</b> Use an automated vulnerability scan test for 6000+ most common hacker vulnerabilities with hands-on guidance from a cybersecurity consultant.		☆
<b>Penetration Testing and Attack Surface Management:</b> Get connected with offensive security experts to evaluate your internal and/or external systems for cyber exposures from an attacker's point of view. Improve your visibility, inventory and understanding of your online assets and exposures.		☆
<b>Vulnerability Management Platform:</b> Get access to software that helps you discover vulnerabilities across your IT environment so that you can prioritize and remediate them to improve your security posture.		☆

Solution	Complimentary Offers	Discounted Offers
<b>User Security and Education Solutions</b> Create and maintain a workforce that serves as your first line of defense.		
<b>Multifactor Authentication (MFA) Assessment:</b> Identify gaps in your organization's multifactor authentication deployment protocols and receive guidance on how to mitigate any exposures.		★
<b>MFA Implementation:</b> Receive help selecting, designing, and implementing a multifactor authentication solution – including MFA for web mail, remote network access and cloud systems.		★
<b>Secure Password Manager:</b> Simplify the process of managing multiple, secure passwords and avoid the dangers of employee negligence and bad password hygiene – Complimentary for up to 100 employees and preferred pricing for additional employees.	★	
<b>Phishing Email Simulator:</b> Test your employees to see how well they respond to two unique simulated phishing attacks.		★
<b>Perimeter Email Security:</b> Get help selecting, designing, and implementing email filtering and sandboxing.		★
<b>Security Awareness Training:</b> Provide two online training courses to your employees on cyber security best practices and how to identify potential threats.	★	
<b>Cyber Risk Resource Library:</b> Access this online resource for information and technical resources that can help prevent network, cyber, and privacy losses.	★	
<b>Endpoint Cyber Security Solutions</b> Access solutions that help foil cybercriminals and their increasingly sophisticated and malicious methods of infiltrating networks.		
<b>Endpoint Security and Response:</b> Get access to anti-virus software that can help provide around-the-clock protection to your computer network and the vulnerable entry points for hackers, including capabilities beyond malware detection or traditional antivirus program.		★
<b>Patch Management:</b> Get help selecting, designing, and implementing a solution to keep up with critical software updates that protect against critical vulnerabilities to your software.		★
<b>Extended Detection and Response:</b> Get access to software that encompasses AI-powered prevention, detection, response, and threat hunting across user endpoints, containers, cloud workloads, and IoT devices. Empowering you to defend faster, at greater scale, and with higher accuracy across your entire attack surface.		★

## Request Cyber Services Today!

All Chubb policyholders are eligible for cyber services. Get the most value from your Chubb policy and request access today!



To request online, scan the QR code or visit [www.chubb.com/us/getcyberservices](http://www.chubb.com/us/getcyberservices)



# Chubb. Insured.<sup>SM</sup>

[www.chubb.com/cyber](http://www.chubb.com/cyber)

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at [www.chubb.com](http://www.chubb.com). Insurance provided by ACE American Insurance Company and its U.S.- based Chubb underwriting company affiliates. All products may not be available in all states. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers. As an existing Chubb insured, you are eligible to receive a discount on all consulting and investigative services rendered by a vendor. This offer is made by the vendor and is available only to Chubb policyholders with a current in-force policy. For services provided, the policyholder and vendor would enter into a vendor relationship directly. Chubb will not be involved in the policyholder's decision to purchase services and has no responsibility for services that may be provided. Chubb, 202 Hall's Mill Road, Whitehouse Station, NJ 08889-1600.

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## Forms Schedule

Form Number	Form Edition	Form Title
PF48168	1016	Chubb Cyber Enterprise Risk Management Policy Declarations
17010291	09/2023	Cyber Service Solutions
ALL20887a	0316	Chubb Producer Compensation Practices & Policies
PF48260	1016	Policyholder Notice Cyber Services for Loss Mitigation
PF48259	0219	Policyholder Notice Cyber Services for Incident Response
PF17914a	0416	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PF45354	0219	Cap On Losses From Certified Acts Of Terrorism
TRIA11e	0820	Disclosure Pursuant To Terrorism Risk Insurance Act
PF17993a	0506	Notice To Policyholders
CC1k11k	0422	Signatures
PF48169	0219	Chubb Cyber Enterprise Risk Management Policy
PF54812	0621	General Amendatory Endorsement
PF50955	0219	Reputational Event With Extended Period of Attrition
PF49482	0219	Business Interruption - Discovery
PF48257	0219	Cyber Crime Endorsement
PF49452	0219	Application Amended
PF48155	0219	Additional Insured - Blanket Pursuant To A Contract - CyberERM
PF49485	0219	Breach Response Indemnittee - Blanket Pursuant to a Contract
PF48275	0219	Non-Malicious Computer Act – System Failure – Business Interruption And Contingent Business Interruption - Sublimit
PF49501	0219	Preventative Shutdown
PF49495	0219	Extortion Threat Enhancement for Protected Information
PF49492	0219	Hardware or Equipment Replacement Endorsement

<b>PF50960</b>	<b>0219</b>	<b>Betterment Endorsement</b>
<b>PF50954</b>	<b>0219</b>	<b>Invoice Fraud Financial Loss Endorsement</b>
<b>PF48160</b>	<b>0219</b>	<b>Period Of Restoration - Fill In</b>
<b>PF49484</b>	<b>0219</b>	<b>Primary Insurance For Specified Insuring Agreements</b>
<b>PF49491</b>	<b>0219</b>	<b>Conduct Exclusion Amended – Final, Non-Appealable Adjudication</b>
<b>PF54814</b>	<b>0423</b>	<b>Ransomware Encounter Endorsement</b>
<b>PF54815</b>	<b>0423</b>	<b>Widespread Event Endorsement</b>
<b>PF50965</b>	<b>0219</b>	<b>Biometric Privacy Sublimit Endorsement</b>
<b>PF49478</b>	<b>0219</b>	<b>Prior Knowledge Endorsement</b>
<b>PF48282</b>	<b>0219</b>	<b>Money Exclusion</b>
<b>PF56230</b>	<b>1221</b>	<b>Coordination of Coinsurance, Retention, and Limits of Insurance</b>
<b>PF49460</b>	<b>0219</b>	<b>Extended Reporting Period Election Time Period Endorsement</b>
<b>PF49445</b>	<b>0219</b>	<b>Duty To Defend A Regulatory Proceeding</b>
<b>PF49455</b>	<b>0920</b>	<b>Enhancement Endorsement for Law Firms</b>
<b>PF48308</b>	<b>0219</b>	<b>Amendatory Endorsement – Michigan</b>



### **Chubb Producer Compensation Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number:

1-866-512-2862.

## Policyholder Notice Cyber Services for Loss Mitigation

This Policyholder Notice shall be construed as part of your **Policy** but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your **Policy**. While no coverage is provided by this Policyholder Notice, bolded terms in this Policyholder Notice shall have the meaning set forth in your **Policy**. You should read your **Policy** and review your Declarations page for complete information on the coverage you are provided.

As a Chubb policyholder, you have cyber services available to you, as described in this Notice.

### Loss Mitigation Services

Chubb provides “pre-event” cyber security services as a benefit to help our policyholders analyze key cyber exposures and help limit the exposures to a potential loss. These services, which complement our post incident cyber services, have been created based on our claim and industry experience. These services have been carefully selected by Chubb and are reviewed on a periodic basis. These services include, but are not limited to, the following:

1. Online Web Portal
2. Incident Response Readiness
3. Security Awareness
4. Information Governance
5. Security Risk Ratings
6. Cyber Security Standards
7. Encryption
8. User Access Controls
9. Regulatory and Standards Compliance
10. Password Management

Services shall be provided by a panel of Chubb pre-approved vendors at preferred rates and must be rendered during the **Policy Period**.

### Policyholder Reimbursements

In order to assist the **Insured** in reducing exposure to covered **Costs, Damages** and **Expenses** under the **Policy**, Chubb can authorize contributions to the cost of qualified services from a pre-approved vendor or a vendor that is reviewed and approved in writing by Chubb. Such contribution shall take the form of a matched reimbursement of the cost of a qualified service up to a maximum of \$3000 per **Policy Period**. Reimbursements must be authorized by Chubb and will be made for only those services rendered 90 days prior to the **Policy** expiration or renewal date.

### Please note the following:

1. Chubb does not endorse vendors or their respective services. Before you engage any of these vendors, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs.

Unless otherwise indicated or approved, payment for services provided by these companies is the responsibility of the **Insured**.

2. The web portal is currently powered by eRisk Hub®, a 3<sup>rd</sup> party web-based loss prevention portal managed by NetDiligence®. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Chubb Access Code provided to you. An unlimited number of individuals from your organization may register and use the portal.



## Policyholder Notice Cyber Services for Incident Response

This Policyholder Notice shall be construed as part of your **Policy** but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your **Policy**. While no coverage is provided by this Policyholder Notice, bolded terms in this Policyholder Notice shall have the meaning set forth in your **Policy**. You should read your **Policy** and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning access to cyber services for incident response.

### Cyber Incident Response Team

The **Cyber Incident Response Team** is a list of approved service providers available to provide the services set forth in the definition of **Cyber Incident Response Expenses** in your **Policy**. The list of approved service providers is available on the Chubb website. These providers have been carefully selected by Chubb and are reviewed on a periodic basis. The service providers have capabilities in various disciplines for a **Cyber Incident** response that include, but are not limited to, the following:

1. Computer Forensics
2. Public Relations
3. Notification and Identity Services
4. Call Center Services
5. Cyber Extortion and Ransom Services
6. Legal and Regulatory Communications
7. Business Interruption Services

In the event of a **Cyber Incident**, a copy of the **Cyber Incident Response Team** list can also be obtained from any **Cyber Incident Response Coach**. In the event of a **Cyber Incident**, contact the **Cyber Incident Response Coach** as indicated on the Declarations Page and referenced throughout the **Policy**.

### Please note the following:

1. Should you experience a cyber related incident, you may choose to call the **Cyber Incident Response Team** Hotline listed in your **Policy** for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the Chubb **Cyber Incident Response Team** Panel Guidelines. Calling the hotline does NOT satisfy the claim notification requirements of your **Policy**.
2. Chubb shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. It is understood that **Cyber Incident Response Team** service providers are independent contractors, and are not agents of Chubb. The policyholder agrees that Chubb assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. Chubb shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. Any rights and obligations with respect to such agreement, including billings, fees, and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and the policyholder, and not Chubb.

3. Chubb has no obligation to provide any of the legal, computer forensics, public relations, notification and identity services, call center services, cyber extortion and ransom, legal and regulatory communications, and business interruption advice and services provided by the **Cyber Incident Response Team**.
4. The policyholder is under no obligation to contract for services with **Cyber Incident Response Team** service providers, except as may be amended by the **Policy**.
5. Solely with respect to the services provided by the **Cyber Incident Response Team**:
  - a. Failure to comply with any one or more of the requirements of the **Cyber Incident Response Team** will preclude coverage under the applicable limit(s).
  - b. Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, on or before the effective date of the **Policy**, permit the policyholder to retain alternative service providers to provide services comparable to the services and rates offered by the **Cyber Incident Response Team**.
  - c. If, during the **Policy Period**, either (i) any of the **Cyber Incident Response Team** service providers is unable to or does not provide the services covered and as defined in the definition of **Cyber Incident Response Expenses** or (ii) there is a change of law or regulation that prevents service providers selected exclusively from the **Cyber Incident Response Team** from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the policyholder, Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the **Cyber Incident Response Team**.
  - d. The maximum rate Chubb will pay for **Cyber Incident Response Expenses** shall be no more than the rates outlined in the 'Chubb **Cyber Incident Response Team** Panel Guidelines' for such services.

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## U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any “loss” that is otherwise excluded under this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### **Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$ 0 .

**QUESTIONS ABOUT YOUR INSURANCE?**

**Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:**

**Chubb NA Financial Lines  
Customer Support Service Department  
436 Walnut Street  
PO Box 1000  
Philadelphia, PA 19106-3703  
1-800-352-4462**

**SIGNATURES**

Named Insured <b>Stoltman Law, PLLC</b>		Endorsement Number <b>CC1k11k0422</b>	
Policy Symbol <b>CYB</b>	Policy Number <b>D03273672</b>	Policy Period <b>10-01-2025 to 10-01-2026</b>	Effective Date of Endorsement <b>2025-10-01</b>
Issued By (Name of Insurance Company) <b>ACEAmerican</b>			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

- INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- BANKERS STANDARD INSURANCE COMPANY** (A stock company)
- ACE AMERICAN INSURANCE COMPANY** (A stock company)
- ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)
- INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)
- ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)
- WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

Authorized Representative

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENTS

Coverage is afforded pursuant to those Insuring Agreements purchased, as shown in Item 4 of the Declarations.

FIRST PARTY INSURING AGREEMENTS

A. *CYBER INCIDENT RESPONSE FUND*

The **Insurer** will pay **Cyber Incident Response Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

B. *BUSINESS INTERRUPTION AND EXTRA EXPENSES*

The **Insurer** will pay:

1. the **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**; and
2. the **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**.

C. *DIGITAL DATA RECOVERY*

The **Insurer** will pay the **Digital Data Recovery Costs** incurred by an **Insured** resulting directly from a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

D. *NETWORK EXTORTION*

The **Insurer** will reimburse **Extortion Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

THIRD PARTY LIABILITY INSURING AGREEMENTS

E. *CYBER, PRIVACY AND NETWORK SECURITY LIABILITY*

The **Insurer** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Cyber Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

F. *ELECTRONIC, SOCIAL AND PRINTED MEDIA LIABILITY*

The **Insurer** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Media Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

## II. DEFINITIONS

When used in this **Policy**:

**Act of Cyber-Terrorism** means: (i) any act, including force or violence, or the threat thereof, expressly directed against a **Computer System** operated by an **Insured**, by an individual or any group of individuals, whether acting alone, on behalf of, or in connection with any entity or government to damage, destroy, or access such **Computer System** without authorization; or, (ii) a targeted denial of service attack or transmittal of corrupting or harmful software code at or into the **Insured's Computer System** for social, ideological, religious, economic, or political reasons, including intimidating or coercing a government or a civilian population, or disrupting any segment of an economy.

**Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a direct renewal or replacement. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

**Bodily Injury** means injury to the body, sickness, disease, or death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease, or death of any person.

**Business Interruption Loss** means:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of the **Insured's Computer System** occurred.

**Claim** means any:

1. written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
4. criminal proceeding against any **Insured** commenced by: (a) an arrest, or (b) a return of an indictment, information, or similar document;
5. written request directed at any **Insured** to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs 1-4 immediately above; or
6. **Regulatory Proceeding** against any **Insured**, including, where applicable, any appeal therefrom.

**Claims Expenses** means the reasonable and necessary:

1. attorneys' fees, mediation costs, arbitration expenses, expert witness fees, and other fees and costs incurred by the **Insurer**, or by an **Insured** with the **Insurer's** prior written consent, in the investigation and defense of a **Claim**; and
2. premiums for any appeal bond, attachment bond, or similar bond, although the **Insurer** shall have no obligation to apply for or furnish such bond.

**Claims Expenses** shall not include wages, salaries, or other compensation of directors, officers, similar executives, or employees of the **Insurer** or any **Insured**.

**Computer System** means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, mobile devices, networking equipment, and storage area network, or other electronic data backup facilities. The terms referenced herein include Industrial Control Systems.

**Consumer Redress Fund** means a sum of money which an **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any amounts paid which constitute taxes, fines, penalties, injunctive relief, or sanctions.

**Contingent Business Interruption Loss** means:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of a **Shared Computer System** occurred.

**Control Group Member** means, as applicable, an **Organization's** Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, Chief Technology Officer, General Counsel, or Risk Manager, or the organizational or functional equivalent of such positions.

**Costs** means:

1. **Cyber Incident Response Expenses;**
2. **Business Interruption Loss;**
3. **Contingent Business Interruption Loss;**
4. **Extra Expenses;**
5. **Digital Data Recovery Costs;** or
6. **Extortion Expenses.**

**Cyber Incident** means:

1. with respect to Insuring Agreement A, Cyber Incident Response Fund,
  - a. any actual or reasonably suspected **Network Security Failure;**
  - b. any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible, to properly handle, manage, store, destroy, protect, use, or otherwise control **Protected Information;**
  - c. any unintentional violation by an **Insured** of any **Privacy or Cyber Law**, including the unintentional wrongful collection of **Protected Information** by an **Insured;**
  - d. any reasonably suspected **Interruption in Service**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement B, Business Interruption And Extra Expenses; or
  - e. any reasonably suspected **Network Extortion Threat**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement D, Network Extortion;
2. with respect to Insuring Agreement B, Business Interruption And Extra Expenses, an actual **Interruption in Service;**
3. with respect to Insuring Agreement C, Digital Data Recovery, an actual **Network Security Failure** resulting in **Digital Data Recovery Costs;**
4. with respect to Insuring Agreement D, Network Extortion, an actual **Network Extortion Threat;** or

5. with respect to Insuring Agreement E, Cyber, Privacy And Network Security Liability, any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense actually or allegedly committed or attempted by any **Insured** in their capacity as such, resulting in or based upon a **Cyber Incident** as referenced in paragraphs 1 – 4 immediately above.

**Cyber Incident Response Coach** means the law firm within the **Cyber Incident Response Team**, designated for consultative and pre-litigation legal services provided to an **Insured**.

**Cyber Incident Response Expenses** means those reasonable and necessary expenses paid or incurred by an **Insured** as a result of a **Cyber Incident**. Such expenses are as follows:

1. retaining the services of a law firm for consultative and pre-litigation legal services, whether or not provided by the **Cyber Incident Response Coach**;
2. retaining the services of third party forensic firms, including a Payment Card Industry (PCI) Forensic Investigator, to determine the cause and scope of a **Cyber Incident**, and if such **Cyber Incident** is actively in progress, to assist in containing it;
3. retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an **Insured**;
4. retaining the services of a law firm to determine the **Insured's** rights under the indemnification provisions of a written agreement between the **Insured** and any other person or entity with respect to a **Cyber Incident** otherwise covered under Insuring Agreements A - E of this **Policy**;
5. expenses required to comply with **Privacy or Cyber Laws**, including:
  - a. retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy or Cyber Laws**;
  - b. drafting notification letters, and to report and communicate as required with any regulatory, administrative, or supervisory authority;
  - c. call center services, mailing services or costs, and other related services for notification as required by law; or
  - d. providing credit monitoring, credit freezing, or credit thawing.

For purposes of this paragraph 5, compliance with **Privacy or Cyber Laws** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;

6. with the **Insurer's** prior consent, expenses not required to comply with **Privacy or Cyber Laws**, for:
  - a. notifying a natural person whose **Protected Information** has been wrongfully disclosed or otherwise compromised, including retaining a notification service or the services of a call center;
  - b. providing credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management services, or fraud alert services for those natural persons who accept an offer made by or on behalf of the **Insured** for, and receive, such services;
  - c. retaining the services of a licensed investigator or credit specialist to provide fraud consultation to the natural persons whose **Protected Information** has been wrongfully disclosed or otherwise compromised;
  - d. retaining the services of third party identity restoration service for natural persons identified by a licensed investigator as victims of identity theft directly resulting from a **Cyber Incident** otherwise covered under Insuring Agreements A or E;
  - e. paying any reasonable amount to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for a **Cyber Incident**; or

- f. other services that are deemed reasonable and necessary by the **Insurer**, including those services to mitigate or reduce any **Costs** that may otherwise be covered under this **Policy**, such as the removal of malicious software.

**Cyber Incident Response Expenses** shall not include:

- i. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures, or compliance with **Privacy or Cyber Laws**, to a level beyond that which existed prior to the applicable **Cyber Incident**;
- ii. taxes, fines, penalties, amounts for injunctive relief, or sanctions;
- iii. the **Insured's** money or any money in the **Insured's** care, custody, or control; or
- iv. wages, salaries, and other compensation of directors, officers, similar executives, or employees of an **Organization**, or internal operating costs, expenses, or fees of any **Organization**.

**Cyber Incident Response Team** means **Pre-Approved Response Providers** who provide services as defined in **Cyber Incident Response Expenses**.

**Damages** means compensatory damages, any award of prejudgment or post-judgment interest, **Payment Card Loss**, **Regulatory Fines**, **Consumer Redress Fund**, settlements, and amounts which an **Insured** becomes legally obligated to pay on account of any **Claim**. **Damages** shall not include:

1. any amount for which an **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines, penalties, or sanctions imposed directly against an **Insured**, except for **Payment Card Loss** or **Regulatory Fines** otherwise covered under Insuring Agreement E;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award, are insurable under the applicable laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insured**, **Insurer**, this **Policy**, or the **Claim** giving rise to such damages;
5. the cost to an **Insured** to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
6. consideration owed or paid by or to an **Insured**, including any royalties, restitution, reduction, disgorgement, or return of any payment, charges, or fees; or costs to correct or re-perform services, or for the reprint, recall, or removal of **Media Content**;
7. liquidated damages pursuant to a contract, to the extent such amount exceeds the amount which the **Insured** would have been liable in the absence of such contract; or
8. penalties against an **Insured** of any nature, however denominated, arising by contract, except for **Payment Card Loss** otherwise covered under Insuring Agreement E.

**Digital Data** means software or other information in electronic form which is stored on an **Insured's Computer System** or **Shared Computer System**. **Digital Data** shall include the capacity of an **Insured's Computer System** or **Shared Computer System** to store information, process information, and transmit information over the Internet. **Digital Data** shall not include or be considered tangible property.

**Digital Data Recovery Costs** means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect, or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster

recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination; or

2. **Telephone Fraud Financial Loss,**

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 and 2 immediately above.

**Digital Data Recovery Costs** shall not include:

- a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**;
- b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities;
- c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;
- d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
- e. any other consequential loss or damages.

**Extended Reporting Period** means the period of time shown in Item 7B of the Declarations, subject to Section V, Extended Reporting Period.

**Extortion Expenses** means reasonable and necessary expenses incurred by an **Insured** resulting directly from a **Network Extortion Threat**, including money, cryptocurrencies (including Bitcoin), or other consideration surrendered as payment by an **Insured** to a natural person or group believed to be responsible for a **Network Extortion Threat**. **Extortion Expenses** shall also include reasonable and necessary expenses incurred to mitigate or reduce any of the forgoing expenses.

**Extra Expenses** means the reasonable and necessary:

1. expenses incurred by an **Insured** to mitigate, reduce, or avoid an **Interruption in Service**, provided they are in excess of expenses that an **Insured** would have incurred had there been no **Interruption in Service**;
2. expenses incurred by an **Insured** to reduce the **Period of Restoration**; and
3. with the **Insurer's** prior consent, costs incurred by an **Insured** to retain the services of a third party forensic accounting firm to determine the amount of **Business Interruption Loss** or **Contingent Business Interruption Loss**.

**Extra Expenses** shall not include:

- a. costs or expenses incurred to prevent a loss or correct any deficiencies or problems with an **Insured's Computer System** or **Shared Computer System** that may cause or contribute to a **Claim**;
- b. costs or expenses incurred to update, replace, upgrade, or improve any **Computer System** to a level beyond that which existed prior to the applicable **Interruption in Service**; or
- c. penalties of any nature, however denominated, arising by contract.

**Incident** means **Cyber Incident** or **Media Incident**.

**Insured** means:

1. the **Named Insured**;
2. any **Subsidiary** of the **Named Insured**, but only with respect to **Incidents** which occur while it is a **Subsidiary**;

3. any past, present, or future natural person principal, partner, officer, director, trustee, employee, leased employee, or temporary employee of an **Organization**, but only with respect to an **Incident** committed within the scope of such natural person's duties performed on behalf of such **Organization**;
4. any past, present, or future independent contractor of an **Organization** who is a natural person or single person entity, but only with respect to the commission of an **Incident** within the scope of such natural person's or single person entity's duties, performed on behalf of such **Organization**; or
5. any past, present, or future natural person intern or volunteer worker of an **Organization** and who is registered or recorded as an intern or volunteer worker with such **Organization**, but only with respect to an **Incident** committed within the scope of such natural person's duties performed on behalf of such **Organization**.

**Insured's Computer System** means a **Computer System** leased, owned, or operated by an **Insured** or operated solely for the benefit of an **Insured** by a third party under written contract with an **Insured**.

**Insurer** means the insurance company providing this insurance.

**Interrelated Incidents** means all **Incidents** that have as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes.

**Interruption in Service** means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**,

caused by a **Malicious Computer Act**.

**Malicious Computer Act** means malicious or fraudulent:

1. unauthorized access to or use of a **Computer System**;
2. alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of **Digital Data**;
3. creation, transmission, or introduction of a computer virus or harmful code into a **Computer System**; or
4. restriction or inhibition of access, including denial of service attacks, upon or directed against a **Computer System**.

**Media Content** means any data, text, sounds, images, graphics, music, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms. **Media Content** shall not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**.

**Media Incident** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Insured**, or by any person or entity for whom an **Insured** is legally responsible, in the public display of:

1. **Media Content** on an **Insured's** website or printed material; or
2. **Media Content** posted by or on behalf of an **Insured** on any social media site or anywhere on the Internet,

which results in the following:

- a. copyright infringement, passing-off, plagiarism, piracy, or misappropriation of property rights;

- b. infringement or dilution of title, logo, slogan, domain name, metatag, trademark, trade name, service mark, or service name;
- c. defamation, libel, slander, or any other form of defamation or harm to the character, reputation, or feelings of any person or entity, including product disparagement, trade libel, outrage, infliction of emotional distress, or *prima facie* tort;
- d. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
- e. false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
- f. improper deep linking or framing; or
- g. unfair competition or unfair trade practices, including misrepresentations in advertising, solely when alleged in conjunction with the alleged conduct referenced in items a–f immediately above.

**Named Insured** means the entity shown in Item 1 of the Declarations.

**Network Extortion Threat** means any credible threat or series of related threats directed at an **Insured** to:

1. release, divulge, disseminate, destroy, or use **Protected Information**, or confidential corporate information of an **Insured**, as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;
2. cause a **Network Security Failure**;
3. alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy **Digital Data**; or
4. restrict or inhibit access to an **Insured's Computer System** or **Shared Computer System**,

where a demand is made for the **Insured** to make a payment or a series of payments, or otherwise meet a demand, in exchange for the mitigation or removal of such threat or series of related threats.

Furthermore, **Network Extortion Threat** includes a threat or series of related threats connected to any of the acts above that have already commenced.

**Network Security** means those activities performed by an **Insured**, or by others on behalf of an **Insured**, to protect an **Insured's Computer System** or **Shared Computer System**.

**Network Security Failure** means a failure in **Network Security**, including the failure to prevent a **Malicious Computer Act**.

**Non-Panel Response Provider** means any firm providing the services shown in the definition of **Cyber Incident Response Expenses** to an **Insured** that is not a **Pre-Approved Response Provider**.

**Organization** means the **Named Insured** and any **Subsidiary**.

**Payment Card** means an authorized account, or evidence of an account, for a credit card, debit card, charge card, fleet card, or stored value card between the **Payment Card Brand** and its customer.

**Payment Card Brand** means any payment provider whose payment method is accepted for processing, including Visa Inc. International, MasterCard Worldwide, Discover Financial Services, American Express Company, and JCB International.

**Payment Card Industry Data Security Standards** means the rules, regulations, standards, or guidelines adopted or required by the **Payment Card Brand** or the Payment Card Industry Data Security Standards Council relating to data security and the safeguarding, disclosure, and handling of **Protected Information**.

**Payment Card Loss** means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries, including card reissuance costs, which an **Insured** becomes legally obligated to pay as a result of an **Insured's** actual or alleged failure:

1. of **Network Security**; or
2. to properly protect, handle, manage, store, destroy, or otherwise control **Payment Card** data, including **Protected Information**, where such amount is determined pursuant to a payment card processing agreement between an **Organization** and a **Payment Card Brand**, or a merchant agreement between an **Organization** and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes **Payment Card** transactions, due to an **Insured's** actual or alleged non-compliance with applicable **Payment Card Industry Data Security Standards**, EMV specifications, or mobile payment security requirements. **Payment Card Loss** shall not include:
  - a. subsequent fines or assessments for non-compliance with the **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement unrelated to a specific **Claim**; or
  - b. costs or expenses incurred to update or improve privacy or network security controls, policies, or procedures to a level beyond that which existed prior to the applicable **Cyber Incident** or to be compliant with applicable **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement.

**Period of Restoration** means the continuous period of time that:

1. begins with the earliest date of an **Interruption in Service**; and
2. ends on the date when an **Insured's Computer System** or **Shared Computer System** is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service**. In no event shall the **Period of Restoration** exceed sixty (60) days.

**Policy** means, collectively, the Declarations, **Application**, this policy form, and any endorsements attached hereto.

**Policy Period** means the period of time shown in Item 2 of the Declarations, unless changed pursuant to Section XV, Termination of this Policy.

**Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos products, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

**Pre-Approved Response Provider** means any firm listed on the **Insurer's** pre-approved response provider list available on request from the **Insurer** or on the pre-approved response provider list specified on the website shown in Item 9A of the Declarations.

**Privacy or Cyber Laws** means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect **Protected Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Information** has potentially been compromised.

**Property Damage** means physical injury to or destruction of tangible property, including the resulting loss of use thereof.

**Protected Information** means the following, in any format:

1. a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric

records, passwords, or other non-public personal information as defined in any **Privacy or Cyber Laws**; or

2. any other third party confidential or proprietary information:
  - a. that is not available to or known by the general public; or
  - b. which an **Organization** is legally responsible to maintain in confidence.

**Regulatory Fines** means any civil monetary fine or penalty imposed by a federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity as a result of a **Regulatory Proceeding**. **Regulatory Fines** shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement, or the multiple portion of any multiplied damage award.

**Regulatory Proceeding** means a suit, civil investigation, or civil proceeding by or on behalf of a government agency, government licensing entity, or regulatory authority, commenced by the service of a complaint, notice, or similar pleading based on an alleged or potential violation of **Privacy or Cyber Laws** as a result of a **Cyber Incident**, and which may reasonably be expected to give rise to a **Claim** under Insuring Agreement E.

**Retroactive Date** means the applicable date shown in Item 5 of the Declarations. If Item 5 of the Declarations is left blank or contains the phrase "Full Prior Acts", "N/A", "Not Applicable", or "None", then **Retroactive Date** means the beginning of time.

**Shared Computer System** means a **Computer System**, other than an **Insured's Computer System**, operated for the benefit of an **Insured** by a third party under written contract with an **Insured**, including data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms, software, and infrastructure-as-a-service.

**Subsidiary** means:

1. any entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers, or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**;
2. any entity formed as a partnership while more than fifty percent (50%) of the ownership interests representing the present right to vote for election of or to appoint the management or executive committee members or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**; or
3. any entity while:
  - a. exactly fifty percent (50%) of the voting rights representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers, or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**; and
  - b. the **Named Insured**, pursuant to a written contract with the owners of the remaining and outstanding voting stock of such entity, solely controls the management and operation of such entity.

**Telephone Fraud Financial Loss** means toll and line charges which an **Insured** incurs, solely as a result of the fraudulent infiltration and manipulation of the **Insured's Telephone System** from a remote location to gain access to outbound long distance telephone service.

**Telephone System** means PBX, CBX, Merlin, VoIP, remote access (including DISA), and all related peripheral equipment or similar systems owned or leased by an **Insured** for purposes of voice-based telecommunications.

**Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives actual or potential economic value from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

**Waiting Period** means the number of hours shown in Item 4 of the Declarations.

### III. EXCLUSIONS

#### A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The **Insurer** shall not be liable for **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**:

##### 1. Conduct

alleging, based upon, arising out of, or attributable to:

- a. any fraudulent, criminal, malicious, or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or
- b. the gaining in fact of any profit, remuneration, or financial advantage to which any **Insured** was not legally entitled.

However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim**, until there is a final, non-appealable adjudication against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by, the **Insured** as to such conduct or violation, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. Provided that:

- i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and
- ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

##### 2. Prior Knowledge

alleging, based upon, arising out of, or attributable to any **Incident** that first occurred, arose, or took place prior to the earlier of the effective date of this **Policy**, or the effective date of any policy or coverage part issued by the **Insurer** of which this **Policy** is a continuous renewal or a replacement, and any **Control Group Member** knew of such **Incident**; and, with respect to Insuring Agreements E and F, any **Control Group Member** reasonably could have foreseen that such **Incident** did or could lead to a **Claim**.

##### 3. Pending or Prior Proceedings

alleging, based upon, arising out of, or attributable to:

- a. any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation filed or commenced against an **Insured** on or before the applicable Pending or Prior Proceedings Date shown in Item 6 of the Declarations, or alleging or derived from the same or substantially the same fact, circumstance, or situation underlying or alleged therein; or
- b. any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation as set forth pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

##### 4. Prior Notice

alleging, based upon, arising out of, or attributable to:

- a. any **Incident**, fact, circumstance, or situation which has been the subject of any written notice given and accepted under any other policy or coverage part of which this **Policy** is a direct or indirect renewal or replacement; or
- b. any other **Incident** whenever occurring which, together with an **Incident** which has been the subject of such notice pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

5. Bodily Injury

for any **Bodily Injury**. However, solely with respect to Insuring Agreements E and F, this exclusion shall not apply to mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from an **Incident**.

6. Property Damage

alleging, based upon, arising out of, or attributable to **Property Damage**.

7. Pollution

alleging, based upon, arising out of, or attributable to the actual, alleged, or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants**, or any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**, or any voluntary decision to do so.

8. Infrastructure Outage

alleging, based upon, arising out of, or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, Internet access service provided by the Internet service provider that hosts an **Insured's** website, telecommunications, or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances, or outages of telephone, cable or telecommunications systems, networks, or infrastructure:

- a. under an **Insured's** operational control which are a result of a **Network Security Failure**;
- b. solely with respect to Insuring Agreement B, which are the result of a **Cyber Incident** impacting a **Shared Computer System**; or
- c. solely with respect to Insuring Agreement E, which are the result of a **Cyber Incident**.

9. War

alleging, based upon, arising out of, or attributable to war, invasion, acts of foreign enemies, terrorism, hijacking, hostilities, or warlike operations (whether war is declared or not), military or usurped power, civil commotion assuming the proportions of or amounting to an uprising, strike, lock-out, riot, civil war, rebellion, revolution, or insurrection. However, this exclusion shall not apply to an **Act of Cyber-Terrorism** that results in a **Cyber Incident**.

10. Nuclear

alleging, based upon, arising out of, or attributable to the planning, construction, maintenance, operation, or use of any nuclear reactor, nuclear waste, storage or disposal site, or any other nuclear facility, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

11. Contract

for breach of any express, implied, actual, or constructive contract, warranty, guarantee, or promise, or for any actual or alleged liability assumed by an **Insured** under contract; unless such liability

would have attached to the **Insured** even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:

- a. the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**;
- b. an unintentional violation by an **Insured** to comply with an **Organization's** Privacy Policy;
- c. solely with respect to Insuring Agreement E, **Payment Card Loss**; or
- d. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract.

12. Fees or Chargebacks

alleging, based upon, arising out of, or attributable to:

- a. any fees, expenses, or costs paid to or charged by an **Insured**; or
- b. chargebacks, chargeback fees, interchange fees or rates, transfer fees, transaction fees, discount fees, merchant service fees, or prospective service fees.

However, solely with respect to Insuring Agreement E, this exclusion shall not apply to **Payment Card Loss**.

13. Intellectual Property

alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in a patent or **Trade Secret** by or on behalf of any **Insured**. However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreements A-D, the actual or alleged theft of a third party's **Trade Secret** resulting from a **Cyber Incident**; provided, however, this exclusion shall still nevertheless apply to any **Costs, Damages, or Claims Expenses** on account of any **Cyber Incident** or **Claim** for the economic or market value of **Trade Secrets**;
- b. solely with respect to Insuring Agreement E, any **Claim** alleging, based upon, arising out of, or attributable to the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**; or
- c. solely with respect to Insuring Agreement F, any **Claim** alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in, any copyright, service mark, trade name, or trademark.

14. Antitrust or Unfair Trade Practices

alleging, based upon, arising out of, or attributable to any price fixing, restraint of trade, monopolization, interference with economic relations (including interference with contractual relations or with prospective advantage), unfair competition, unfair business practices, or unfair trade practices, or any violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, restraint of trade, unfair competition, unfair business practices, or unfair trade practices, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world. However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreement E, a **Claim** resulting directly from a violation of **Privacy or Cyber Laws**; or
- b. solely with respect to Insuring Agreement F, a **Claim** for a **Media Incident** as defined in paragraph g. of such definition.

15. Consumer Protection Laws

alleging, based upon, arising out of, or attributable to any violation by an **Insured** of the Truth in Lending Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or the Fair and Accurate Credit Transactions Act, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world. However, solely with respect to Insuring Agreements A and E, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**.

16. Securities Law Violation

alleging, based upon, arising out of, or attributable to an **Insured's** violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state, or local securities law, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

17. Discrimination or Employment Practices

alleging, based upon, arising out of, or attributable to any illegal discrimination of any kind, or any employment relationship, or the nature, terms or conditions of employment, including claims for workplace torts, wrongful termination, dismissal or discharge, or any discrimination, harassment, breach of employment contract, or defamation. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

18. Unsolicited Communications

alleging, based upon, arising out of, or attributable to any unsolicited electronic dissemination of faxes, e-mails, or other communications by or on behalf of an **Insured**, including actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law, rule, regulation, or common law anywhere in the world relating to a person's or entity's right of seclusion. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** resulting from a **Cyber Incident** as defined under subparagraphs 1(a) or 1(c) of such definition.

19. Intentional Unlawful Collection or Use of Protected Information

alleging, based upon, arising out of, or attributable to:

- a. the intentional unlawful collection or intentional unlawful use of **Protected Information**; or
- b. the failure to provide adequate notice that **Protected Information** is being collected or used, by an **Insured**, with knowledge of any **Control Group Member** at the time of the **Incident**.

B. EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS

In addition to the Exclusions in Section IIIA above, the **Insurer** shall not be liable for **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**:

1. Force Majeure

solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature, or any other physical event, however caused and whether contributed to, made worse by, or in any way results from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**.

2. Governmental Authority

solely with respect to Insuring Agreements B, C, and D, alleging, based upon, arising out of, or attributable to any public or governmental authority, foreign enemy, military, or usurped power seizing or confiscating an **Insured's Computer System**, a **Shared Computer System**, or an **Insured's Digital Data**.

3. Insured v. Insured

solely with respect to Insuring Agreements E and F, brought or maintained by, on behalf of, or in the right of any **Insured**. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

4. Regulatory or Licensing Entities

solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency, or ASCAP, SESAC, BMI, or other licensing or rights entities in such entity's regulatory, quasi-regulatory, or official capacity, function, or duty.

5. False Advertising or Misrepresentation

solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to false or deceptive advertising or promotion, any unfair or deceptive trade practices with respect to the advertising or sale of any goods, products, or services, any inaccurate, inadequate, or incomplete description of the price of goods, products, or services, disclosure of fees, representations with respect to authenticity of any product, or the failure of any goods, products, or services to conform with advertised quality or performance.

6. Contest or Game of Chance

solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to any gambling, contest, game of chance or skill, lottery, or promotional game, including tickets or coupons or over-redemption related thereto.

## IV. SPOUSES, COMMON LAW PARTNERS, ESTATES AND LEGAL REPRESENTATIVES

Coverage under this **Policy** shall extend to any **Claim** for any **Incident** made against:

- A. the lawful spouse or domestic partner of a natural person **Insured** solely by reason of such spouse's or domestic partner's status as a spouse or domestic partner, or such spouse's or domestic partner's ownership interest in property which the claimant seeks as recovery in such **Claim**; or
- B. the estate, heirs, legal representatives, or assigns of a natural person **Insured** if such natural person **Insured** is deceased, or the legal representatives or assigns of a natural person **Insured** if such natural person **Insured** is legally incompetent, insolvent, or bankrupt,

provided that:

1. no coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse, or domestic partner; and
2. all of the terms and conditions of this **Policy** including, without limitation, all applicable Retentions shown in Item 4 of the Declarations apply to such **Claim**.

## V. EXTENDED REPORTING PERIOD

- A. Solely with respect to Insuring Agreements A, E, and F, if the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does

not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium shown in Item 7A of the Declarations and subject to the terms specified in Subsections B-E directly below, to a continuation of the coverage granted by this **Policy** for an **Extended Reporting Period** shown in Item 7B of the Declarations following the effective date of such termination or non-renewal.

- B. Coverage for the **Extended Reporting Period** shall be only for **Claims** first made or **Incidents** first discovered during such **Extended Reporting Period** and arising from **Incidents** taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium shown in Item 7A of the Declarations, within thirty (30) days following the effective date of termination or non-renewal.
- C. The **Extended Reporting Period** is non-cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
- D. The **Extended Reporting Period** shall not increase or reinstate any Limits of Insurance. The Limits of Insurance as shown in Item 3 and Item 4 of the Declarations shall apply to both the **Policy Period** and the **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions, or premiums shall not be considered a non-renewal for purposes of triggering the rights to the **Extended Reporting Period**.

#### VI. LIMITS OF INSURANCE

Regardless of the number of Insuring Agreements purchased under this **Policy**, or the number of **Incidents**, **Insureds** against whom **Claims** are brought, **Claims** made, or persons or entities making **Claims**:

##### A. MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE

The **Insurer's** maximum limit of insurance for all **Incidents** or **Claims** under all Insuring Agreements shall be the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

##### B. AGGREGATE LIMIT FOR ALL INCIDENTS OR CLAIMS UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for all **Incidents** or **Claims** under any one Insuring Agreement shall be the applicable Aggregate Limit for all **Incidents** or **Claims** shown in Item 4 of the Declarations, which shall be part of, and not in addition to, the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

##### C. MAXIMUM LIMIT OF INSURANCE FOR EACH INCIDENT OR CLAIM UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for each **Incident** or **Claim** under any one Insuring Agreement shall be the applicable Each **Incident** or **Claim** Limit shown in Item 4 of the Declarations, which shall be part of, and not in addition to, both the applicable Aggregate Limit for all **Incidents** or **Claims** shown in Item 4 of the Declarations, and the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

##### D. MAXIMUM LIMIT OF INSURANCE FOR ALL INTERRELATED INCIDENTS AND CLAIMS

All **Claims** arising out of the same **Incident** and all **Interrelated Incidents** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

All **Interrelated Incidents** shall be deemed to be one **Incident**, and such **Incident** shall be deemed to be first discovered or have first occurred, as applicable, on the date the earliest of such **Incidents** is first discovered or first occurs, regardless of whether such date is before or during the **Policy Period**.

The **Insurer's** maximum limit of insurance for all **Interrelated Incidents** and **Claims** arising out of such **Interrelated Incidents** shall be the Maximum Single Limit of Insurance shown in Item 3A of the Declarations, regardless of whether **Costs, Damages, or Claims Expenses** from a single **Incident** or **Claim** are covered under more than one Insuring Agreement. Notwithstanding anything in this paragraph to the contrary, in no event shall the **Insurer** pay more than the applicable:

1. Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations,
  2. Aggregate Limit for all **Incidents** or **Claims** under any one Insuring Agreement shown in Item 4 of the Declarations, and
  3. Each **Incident** or **Claim** Limit under any one Insuring Agreement shown in Item 4 of the Declarations.
- E. **Costs, Damages, and Claims Expenses** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance. If the applicable Limit of Insurance is exhausted by payment of **Costs, Damages, and Claims Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.
- F. Any sub-limits shown in the Declarations or added by endorsement to this **Policy** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance.

#### VII. RETENTION

- A. The liability of the **Insurer** shall apply only to that part of **Costs, Damages, and Claims Expenses** which is in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.
- B. With respect to Insuring Agreement B, the liability of the **Insurer** shall apply only to:
1. the actual **Business Interruption Loss** and **Contingent Business Interruption Loss** incurred by an **Insured** once the applicable **Waiting Period** shown in Item 4B of the Declarations has expired, provided that such amount is in excess of the applicable Retention amount shown in Item 4B of the Declarations; and
  2. **Extra Expenses** incurred by an **Insured** as of the start of the **Interruption in Service**, provided that such amount is in excess of the applicable Retention amount shown in Item 4B of the Declarations.

The **Waiting Period** and Retention amounts shall be computed as of the start of the **Interruption in Service**.

Any **Business Interruption Loss, Contingent Business Interruption Loss, or Extra Expenses** incurred by an **Insured** during the **Waiting Period** shall reduce and may exhaust any applicable Retention.

- C. A single Retention amount shall apply to **Costs, Damages, and Claims Expenses** arising from all **Interrelated Incidents** or **Claims** alleging **Interrelated Incidents**.
- D. If a single **Incident** or **Claim**, or **Interrelated Incidents**, are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Costs, Damages, and Claims Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

#### VIII. NOTICE

- A. Urgent crisis management assistance by the **Cyber Incident Response Coach** is available at the hotline number shown in the Declarations. Use of the services of the **Cyber Incident Response Coach** for a consultation DOES NOT constitute notice under this **Policy** of a **Cyber Incident** or **Claim**. In

order to provide notice under this **Policy**, such notice must be given in accordance with and is subject to Subsections B-D of this Section VIII.

B. An **Insured** shall, as a condition precedent to such **Insured's** rights under this **Policy**, give to the **Insurer** written notice of any **Incident** or **Claim** as soon as practicable after any **Control Group Member** discovers such **Incident** or becomes aware of such **Claim**, but in no event later than:

1. if this **Policy** expires (or is otherwise terminated) without being renewed with the **Insurer**, ninety (90) days after the effective date of such expiration or termination; or
2. the expiration of the **Extended Reporting Period**, if applicable,

provided that if the **Insurer** sends written notice to the **Named Insured**, stating that this **Policy** is being terminated for nonpayment of premium, an **Insured** shall give to the **Insurer** written notice of such **Claim** prior to the effective date of such termination.

If the **Insured** is unable to provide notification required under this **Policy** due a prohibition by any law enforcement or governmental authority, the **Insured** will use its best efforts to provide the **Insurer** with information to make the **Insurer** aware of a potential or actual **Incident** or **Claim** until written notice can actually be provided.

Notwithstanding the foregoing, there shall be no coverage for any such **Incident** or **Claim** if the information withheld relating to such **Incident** or **Claim** was:

- a. both (i) known to the **Insured** prior to the **Policy** Inception Date shown in Item 2 of the Declarations, and (ii) not disclosed in the **Application**; or
- b. not disclosed in writing to the **Insurer** within a reasonable time period after the prohibition on disclosing the information was revoked or no longer necessary.

C. If, during the **Policy Period**, any **Control Group Member** first becomes aware of any **Incident**, or any fact, circumstance, situation, or **Incident** which may reasonably give rise to a future **Claim** under this **Policy** ("**Potential Claim**"), and written notice is given to the **Insurer** during the **Policy Period**, of the:

1. nature of the **Incident** or **Potential Claim**;
2. identity of the **Insureds** allegedly involved;
3. circumstances by which the **Insureds** first became aware of the **Incident** or **Potential Claim**;
4. identity of the actual or potential claimants;
5. foreseeable consequences of the **Incident** or **Potential Claim**; and
6. nature of the potential **Damages**;

then any **Claim** which arises out of such **Incident** or **Potential Claim** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. The **Insurer** will not pay for **Damages** or **Claims Expenses** incurred prior to the time such **Incident** or **Potential Claim** results in a **Claim**.

D. All notices under any provision of this **Policy** shall be given as follows:

1. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations.
2. Notice to the **Insurer** of any **Incident**, **Claim**, or **Potential Claim** shall be given to the **Insurer** at the physical address or email address shown in Item 9A of the Declarations.

3. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the physical address shown in Item 9B of the Declarations.

Notice given as set out above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier. When any such notices are sent to a physical address, such notices shall be sent by prepaid express courier or certified mail properly addressed to the appropriate party.

#### IX. DEFENSE AND SETTLEMENT

- A. Except as provided in Subsection B of this Section IX, the **Insurer** shall have the right and duty to defend any **Claim** brought against an **Insured** even if such **Claim** is groundless, false, or fraudulent.

The **Insurer** shall consult and endeavor to reach an agreement with the **Insured** regarding the appointment of counsel, but shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

- B. The **Insurer** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. For such **Claims**, the **Insured** shall select defense counsel from the **Insurer's** list of approved law firms, and the **Insurer** reserves the right to associate in the defense of such **Claims**.
- C. No **Insured** shall settle any **Claim**, incur any **Claims Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** written consent, which shall not be unreasonably withheld.
- D. The **Insurer** shall not settle any **Claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** applicable Limit of Insurance under this **Policy** with respect to such **Claim** shall be reduced to:
1. the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred up to the time the **Insurer** made its recommendation to the **Named Insured**; plus
  2. eighty percent (80%) of all subsequent covered **Damages** and **Claims Expenses** in excess of such amount referenced in paragraph (1) immediately above, which amount shall not exceed that portion of any applicable Limit of Insurance that remains unexhausted by payment of **Costs**, **Damages**, and **Claims Expenses**. The remaining twenty percent (20%) of all subsequent covered **Damages** and **Claims Expenses** shall be borne by the **Insureds** uninsured and at their own risk.

However, this Subsection D does not apply to any potential settlement that is within the Retention.

- E. The **Insurer** shall not be obligated to investigate, defend, pay, or settle, or continue to investigate, defend, pay, or settle any **Claim** after any applicable Limit of Insurance has been exhausted by payment of **Costs**, **Damages**, or **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Insurance into a court of competent jurisdiction. In either such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment, or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.
- F. The **Insureds** shall cooperate with the **Insurer** and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests, including attending hearings, depositions, and trials, and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall forward to the **Insurer** as soon as practicable, at the address shown in Item 9A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.
- G. With the exception of paragraph 6 of the **Cyber Incident Response Expenses** definition, an **Insured** has the right to incur **Cyber Incident Response Expenses** without the **Insurer's** prior consent.

However, the **Insurer** shall, at its sole discretion and in good faith, pay only for such expenses that the **Insurer** deems to be reasonable and necessary.

X. PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS

- A. Requests for payment or reimbursement of **Costs** incurred by an **Insured** shall be accompanied by a proof of loss with full particulars as to the computation of such **Costs**. Such proof of loss will include in detail how the **Costs** were calculated, and what assumptions have been made, and shall include documentary evidence, including any applicable reports, books of accounts, bills, invoices, and other vouchers or proofs of payment made by an **Insured** in relation to such **Costs**. Furthermore, the **Insureds** shall cooperate with, and provide any additional information reasonably requested by, the **Insurer** in its investigation of any **Incident** and review of **Costs**, including the right to investigate and audit the proof of loss and inspect the records of an **Insured**.
- B. In addition to an **Insured's** proof of loss as set forth in Subsection A above, with respect to Insuring Agreement B, the **Business Interruption Loss** or **Contingent Business Interruption Loss** will be determined taking full account and due consideration of such proof of loss and the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss** or **Contingent Business Interruption Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

XI. ALLOCATION

If a **Claim** includes both covered and uncovered matters, then coverage shall apply as follows:

- A. **Claims Expenses**: One hundred percent (100%) of **Claims Expenses** incurred by any **Insured** on account of such **Claim** shall be considered covered provided that the foregoing shall not apply with respect to: (i) a **Regulatory Proceeding**; or, (ii) any **Insured** for whom coverage is excluded pursuant to Exclusion III.A.1 or Section XIV, Subsection C. With respect to a **Regulatory Proceeding**, amounts for covered **Claims Expenses** and for uncovered fees, costs, and expenses shall be allocated based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.
- B. **Loss other than Claims Expenses**: all remaining loss incurred by such **Insured** from such **Claim** shall be allocated between covered **Damages** and uncovered damages based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.

XII. OTHER INSURANCE

If any **Costs**, **Damages**, or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Costs**, **Damages**, or **Claims Expenses**, subject to the **Policy** terms and conditions, only to the extent that the amount of such **Costs**, **Damages**, or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Insurance provided by this **Policy**.

XIII. MATERIAL CHANGES IN EXPOSURE

A. ACQUISITION OR CREATION OF ANOTHER ENTITY

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any entity by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such entity and its natural person **Insureds** shall be covered under this **Policy** but only with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Claims** for **Incidents**, or **Incidents**, as applicable, taking place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity, or affiliated group of persons or entities, of the right to elect, appoint, or designate at least fifty percent (50%) of the directors, trustees, managers, members of the Board of Managers, management or executive committee members, or equivalent positions of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place after such event. This **Policy** may not be cancelled after the effective time of the event, and the entire premium for this **Policy** shall be deemed earned as of such time.

C. TERMINATION OF A SUBSIDIARY

If, before or during the **Policy Period**, an entity ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and any **Insured** (as defined in paragraphs 3, 4, and 5 of such definition) of the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place prior to the date such entity ceased to be a **Subsidiary**.

XIV. REPRESENTATIONS

- A. In granting coverage to any **Insured**, the **Insurer** has relied upon the declarations and statements in the **Application** for this **Policy**. Such declarations and statements are the basis of the coverage under this **Policy** and shall be considered as incorporated in and constituting part of this **Policy**.
- B. The **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured**. With respect to the declarations and statements in such **Application**, no knowledge possessed by a natural person **Insured** shall be imputed to any other natural person **Insured**.
- C. However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**, then no coverage shall be afforded for any **Incident** or **Claim** based upon, arising from, or in consequence of any such misrepresentations with respect to:
  1. any natural person **Insured** who knew of such misrepresentations (whether or not such natural person knew such **Application** contained such misrepresentations); or
  2. an **Organization**, if any past or present **Control Group Member** knew of such misrepresentations (whether or not such **Control Group Member** knew such **Application** contained such misrepresentations).
- D. The **Insurer** shall not be entitled under any circumstances to void or rescind this **Policy** with respect to any **Insured**.

XV. TERMINATION OF THIS POLICY

- A. This **Policy** shall terminate at the earliest of the following times:
1. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;
  2. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such twenty (20) day period;
  3. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or
  4. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.
- B. If the **Policy** is terminated by the **Named Insured** or the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

#### XVI. TERRITORY AND VALUATION

- A. Coverage provided under this **Policy** shall extend to **Incidents** and **Claims** taking place, brought, or maintained anywhere in the universe. Any provision in this **Policy** pertaining to coverage for **Incidents** or **Claims** made, or **Damages** or **Claims Expenses** sustained anywhere outside the United States of America shall only apply where legally permissible.
- B. All premiums, limits, retentions, **Costs**, **Damages**, **Claims Expenses**, and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of loss under this **Policy** is stated in a currency other than United States of America dollars, or if **Extortion Expenses** are stated in a currency, including Bitcoin or other crypto-currency(ies), other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published by *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of loss is due, respectively, or, if not published on such date, the next date of publication by *The Wall Street Journal*. If there is no applicable rate of exchange published by *The Wall Street Journal*, then payment under this **Policy** shall be made in the equivalent of United States of America dollars at the actual rate of exchange for such currency.

#### XVII. CYBER INCIDENT RESPONSE FUND AND LOSS MITIGATION SERVICES PROVISIONS

- A. With respect to the **Cyber Incident Response Team** or a **Non-Panel Response Provider** providing to an **Insured** the services shown in the definition of **Cyber Incident Response Expenses**:
1. The **Insureds** are under no obligation to contract for services with the **Cyber Incident Response Team**. However, if an **Insured** elects to use any **Non-Panel Response Providers** for any **Cyber Incident Response Expenses**, the applicable Limits of Insurance shown in Item 4A2 of the Declarations will apply.
  2. The **Insurer** shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**.
  3. **Cyber Incident Response Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insureds** agree that the **Insurer** assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**. Any rights and obligations with respect to such agreement, including billings, fees, and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and such **Insured**, and not the **Insurer**.

4. The **Insurer** has no obligation to provide any of the services provided by the **Cyber Incident Response Team**.
- B. With respect to any other third party vendor, the **Insurer** may provide the **Named Insured** with a list of third-party privacy and network security loss mitigation vendors whom the **Named Insured**, at its own election and at the **Named Insured's** own expense, may retain for cyber risk management to inspect, assess, and audit the **Named Insured's** property, operations, systems, books, and records, including the **Named Insured's** network security, employee cyber security awareness, incident response plans, services provider contracts, and regulatory compliance. Any loss mitigation inspection, assessment, or audit purchased by the **Named Insured**, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the request of, or for the benefit of the **Insurer**.
- C. The **Insurer** may also make available third-party privacy and network security loss mitigation services to the **Insureds**, at no additional expense to the **Named Insured**, in order to help the **Insureds** analyze key cyber exposures and limit their exposure to a potential loss during the **Policy Period**. Such services shall be provided by a pre-approved vendor of the **Insurer**.
- D. The **Insurer** shall be permitted but not be obligated to make loss control recommendations and provide loss control services to the **Organization** for the **Insurer's** underwriting purposes, following notice and coordination with the **Named Insured**. The **Insurer's** right to make recommendations for, or provide, loss control services is for the exclusive purpose of making an underwriting determination and shall not constitute an undertaking on behalf of or for the benefit of the **Organization** or others. Furthermore, such loss control services are undertaken for the benefit of the **Insurer** and relate only to the insurability of the **Organization** for coverage under this **Policy**, to reduce the severity or frequency of losses, or to determine the premiums to be charged.

#### XVIII. SUBROGATION

- A. The **Insurer** shall have no rights of subrogation against any **Insured** under this **Policy** unless Exclusion III.A.1 or Section XIV, Subsection C, applies.
- B. In the event of payment under this **Policy**, the **Insureds** must transfer to the **Insurer** any applicable rights to recover from another person or entity all or part of any such payment. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.
- C. If prior to the **Incident** or **Claim** connected with such payment an **Insured** has agreed in writing to waive such **Insured's** right of recovery or subrogation against any person or entity, such agreement shall not be considered a violation of such **Insured's** duties under this **Policy**.

#### XIX. ACTION AGAINST THE INSURER AND BANKRUPTCY

Except as provided in Section XXII, Alternative Dispute Resolution, no action shall lie against the **Insurer**. No person or entity shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of such **Insured**, nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations or deprive the **Insurer** of its rights or defenses under this **Policy**.

#### XX. AUTHORIZATION CLAUSE

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Incident** or **Claim**, the giving or receiving of notice of termination or non-renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

## XXI. ALTERATION, ASSIGNMENT, AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person, shall not affect a waiver or a change in any part of this **Policy** or prevent the **Insurer** from asserting any right under the terms of this **Policy**.
- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.
- C. The titles and headings to the various parts, sections, subsections, and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand, serve to interpret, or otherwise affect the provisions of such parts, sections, subsections, or endorsements.
- D. Any reference to the singular shall include the plural and vice versa.

## XXII. ALTERNATIVE DISPUTE RESOLUTION

- A. The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination, or invalidity thereof to the alternative dispute resolution (“ADR”) process set forth in this Section.
- B. Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below. However, such **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by such **Insured** of ADR process shall control.
- C. There shall be two choices of ADR process:
  - 1. non-binding mediation administered by any mediation facility to which the **Insurer** and an **Insured** mutually agree, in which such **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
  - 2. arbitration submitted to any arbitration facility to which an **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys’ fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding. However, no such judicial proceeding shall be commenced until at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

- D. Either ADR process may be commenced in New York or in the state shown in Item 1 of the Declarations as the principal address of the **Named Insured**. The **Named Insured** shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.

## XXIII. COMPLIANCE WITH TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the providing of such insurance.

**GENERAL AMENDATORY ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended as follows:

a. The definition of **Shared Computer System** is deleted in its entirety and replaced with the following:

**Shared Computer System** means a **Computer System**, other than an **Insured's Computer System**, operated for the benefit of an **Insured** by a third party under written agreement or contract with an **Insured** to provide data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms-as-a-service, software-as-a-service, infrastructure-as-a-service, or any similar type of outsourced computing services. However, **Shared Computer System** shall not include **Infrastructure**.

b. The following definitions are added:

**Authorized User** means any individual authorized by an **Organization** to access an **Insured's Computer System** or **Shared Computer System**.

**Breach Disclosure Incident** means a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:

1. required to comply with **Privacy or Cyber Laws**; or
2. made with the **Insurer's** prior consent.

**Custodian Breach** means any unlawful or unauthorized access, exposure, disclosure, loss, alteration, or destruction of **Protected Information**, or data breach as otherwise defined in **Privacy or Cyber Laws**, within a **Computer System** operated by a third party data custodian under written agreement or contract with an **Insured**.

**Indecent Content** means words, phrases, postings, pictures, advertisements, or any other material that:

1. is sexually explicit and is in violation of a statute prohibiting such content;
2. is sexually explicit and posted without the consent of the natural person(s) depicted in the material;
3. encourages, facilitates, incites, or threatens abuse, molestation, or sexual exploitation, including human trafficking or human sex trafficking; or
4. encourages, facilitates, incites, or threatens physical violence, self-inflicted violence, or any other related harm, including terrorism.

**Infrastructure** means any of the following operated or supplied by a third party:

1. electricity, gas, fuel, energy, water, telecommunications, or other utility;
2. Internet infrastructure, including any Domain Name System (DNS), Certificate Authority, or Internet Service Provider (ISP);
3. satellite; or
4. financial transaction or payment process platform, including a securities exchange.

**Limited Impact Event** means a **Cyber Incident** that does not arise from a **Widespread Trigger**.

**Limited Impact Group** means, collectively:

1. any **Insured** under this **Policy**, except **Additional Insureds**;
2. any person or entity, including any **Additional Insured**, which has a direct business relationship with an **Organization** (a “Relationship”), and:
  - a. is consequently affected by the **Cyber Incident** due solely to such Relationship; or
  - b. through which a **Cyber Incident** consequently arises due solely to such Relationship;
3. any other person or entity which is consequently affected by the **Cyber Incident** due solely to a direct or indirect business relationship with a person or entity described in sub-paragraph 2.a. immediately above; and
4. solely with respect to Insuring Agreements A and E, any “Impacted Party,” meaning any person or entity, which has a direct business relationship with a third party data custodian, and where such data custodian experiences a **Custodian Breach**, provided that:
  - a. such **Custodian Breach** results in:
    - i. a **Breach Disclosure Incident**; and
    - ii. such Impacted Party to incur similar notification expenses in order to comply with **Privacy or Cyber Laws**; and
  - b. the act, error, omission, or failure, or interdependent series of acts, errors, omissions, or failures that constitutes or causes such **Custodian Breach** does not also cause additional data breaches of other third parties beyond any Impacted Party.

**Widespread Trigger** means:

1. a single act or interdependent series of acts committed by an actor or coordinated actors who are outside of the **Organization**; or
2. a single error, omission, or failure, or interdependent series of errors, omissions, or failures, of a person or **Computer System** which is outside of the **Organization**,

which constitutes or causes both a **Cyber Incident** and an incident within a **Computer System** of any person or entity outside of the **Limited Impact Group**.

However, **Widespread Trigger** shall not include an act or interdependent series of acts which requires subsequent intervening deceitful manipulation of the actions of an **Authorized User** in order to constitute or cause the **Cyber Incident**.

2. Section III, Exclusions, is amended as follows:

a. Subsection A, Exclusions Applicable To All Insuring Agreements, is amended as follows:

i. Exclusion 8, Infrastructure Outage, is deleted in its entirety and replaced with the following:

8. Infrastructure

alleging, based upon, arising out of, or attributable to any failure, interruption, disturbance, degradation, corruption, impairment, or outage of **Infrastructure**.

However, this exclusion shall not apply to Insuring Agreement T or any **Limited Impact Event**.

ii. Exclusion 9, War, is deleted in its entirety and replaced with the following:

9. War

alleging, based upon, arising out of, or attributable to:

- a. any **Malicious Computer Act** or any hostile event or act, or series of similar or related events or acts (each a “Hostile Act”), committed or made, in whole or in part, by or on behalf of a sovereign State or state-sponsored actor or group (each a “Belligerent”) that results in or is cited as a reason in a formal declaration of war by the U.S. Congress or responsible

governmental body of any other sovereign State (each a “Governmental Authority”) against a sovereign State;

- b. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in the U.S. President or any Governmental Authority ordering actions that constitute the use of force against a sovereign State;
  - c. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in or is cited as a reason in a resolution or other formal action by the United Nations Security Council authorizing the use of force or economic sanctions against a sovereign State, or that results in the use of force by the North Atlantic Treaty Organization or any other equivalent international intergovernmental military or political alliance, against a sovereign State;
  - d. any Hostile Act or **Malicious Computer Act** committed by a Belligerent subsequent to any Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, which together with a Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, has as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes; or
  - e. civil war, rebellion, revolution, or insurrection.
- iii. The following exclusion is added:
- Communications Decency  
alleging, based upon, arising out of, or attributable to the failure of any **Insured**, or others for whom an **Insured** is legally responsible, to prevent the publication or dissemination of **Indecent Content**.

b. Subsection B, Exclusions Applicable To Specific Insuring Agreements, is amended as follows:

- i. Exclusion 1, Force Majeure, is deleted in its entirety and replaced with the following:
  - 1. Force Majeure  
solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, electromagnetic pulse or radiation, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature, or any other physical event, however caused and whether contributed to, made worse by, or in any way resulting from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**.
- ii. Exclusion 2, Governmental Authority, is deleted in its entirety and replaced with the following:
  - 2. Governmental Authority  
solely with respect to Insuring Agreements B, C, and D, alleging, based upon, arising out of, or attributable to any public or governmental authority, foreign enemy, military, or usurped power:
    - a. seizing or confiscating an **Insured’s Computer System**, a **Shared Computer System**, or an **Insured’s Digital Data**; or
    - b. mandating the restriction of operations, closure, or shutdown of (i) any entity or person operating a **Computer System** or (ii) any **Computer System**;
 provided, however, this exclusion shall not apply to any such actions of a government directed solely against the **Insured’s Computer System** in response to a **Malicious Computer Act** also directed solely against such **Insured’s Computer System**.

iii. The following exclusion is added:

- False Claims Act

solely with respect to Insuring Agreements E and F, and P or T, as applicable, alleging, based upon, arising out of, or attributable to any actual or alleged violation by the **Insured** of the False Claims Act (31 U.S.C. §§ 3729-3733), and amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**REPUTATIONAL EVENT WITH EXTENDED PERIOD OF ATTRITION  
ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Item 4 of the Declarations, Limits of Insurance, Retentions and Insurance Agreement(s) Purchased, subsection B, Business Interruption and Extra Expense, is amended by adding the following:

	Each <b>Cyber Incident</b> Limit	Aggregate Limit for all <b>Cyber Incidents</b>	Each <b>Cyber Incident</b> Retention
3. <b>Reputational Event Attrition Loss</b>	\$100,000	\$100,000	\$2,500

2. Section I, Insuring Agreements, Insuring Agreement B, Business Interruption and Extra Expenses, is deleted and replaced with the following:

**B. BUSINESS INTERRUPTION AND EXTRA EXPENSES**

The **Insurer** will pay:

1. the **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**, plus after the expiration of the **Observation Period**, any resulting **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by the **Insured** during the **Period of Attrition**;
2. the **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**; and
3. after the expiration of the **Observation Period**, the **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by an **Insured** during the **Period of Attrition** resulting directly from a **Reputational Event** first discovered and reported during the **Policy Period**.

3. Section II, Definitions, is amended as follows:

**A. The definition of **Costs** is amended by adding the following:**

7. **Customer Attrition Expenses**; or
8. **Customer Attrition Loss**.

**B. The following definitions are added:**

• **Customer Attrition Loss** means:

1. with respect to Insuring Agreement B.1., the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** occurred, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Interruption in Service**;
2. with respect to Insuring Agreements B.3., the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would

have been earned before income taxes had no **Reputational Event** occurred, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Reputational Event**; and

provided that:

- A. the **Insured** provides **Evidence** that the **Customer Attrition Loss** is a direct result of an **Interruption in Service** under Insuring Agreement B.1. or a **Reputational Event** under Insuring Agreement B.3., as applicable; and
- B. the calculation of **Customer Attrition Loss** will be reduced by any quantifiable increase in the **Insured's** net profit actually earned before income taxes within the **Observation Period** which is in excess of the net profit that would have been earned before income taxes during the same time period had no **Interruption in Service** or **Reputational Event** occurred.

**Customer Attrition Loss** shall not include:

1. loss arising out of the diminution in value of money, securities, property, or any other item of value;
  2. loss arising out of any liability to any third party as a result of a **Cyber Incident**, including **Damages**;
  3. loss arising out of unfavorable business conditions, loss of market value, or any other consequential loss;
  4. **Claims Expenses**;
  5. **Cyber Incident Response Expenses**;
  6. **Extra Expenses**; or
  7. wages, salaries, or other compensation of directors, officers, similar executives, or employees of any **Insured**.
- **Customer Attrition Expenses** means costs incurred by an **Insured**, with the **Insurer's** prior consent, to retain the services of a third party forensic accounting firm to determine the amount of **Customer Attrition Loss**.
  - **Evidence** means:
    1. written, posted, or printed media material displayed, shared, or published in the public domain (either online or hardcopy) that details or discusses the **Insured's Cyber Incident**; or
    2. any other written material demonstrating a direct link between the **Insured's Cyber Incident** and **Customer Attrition Loss**, such as communications from the **Insured's** customers, but only if such other written material is deemed by an independent forensic adjustor to be legitimately created by a third party not related to the **Insured**.
  - **Observation Period** means the continuous period of time that begins on the date which immediately follows the last date of the **Period of Attrition**, and continues for the same amount of days that are stated in paragraph 3.b. of the **Period of Attrition** definition, regardless of when the **Period of Attrition** actually ends. For purposes of calculating the continuous period of time, the date that immediately follows the **Period of Attrition** is considered day 1.
  - **Period of Attrition** means the continuous period of time that:
    1. with respect to Insuring Agreement B.1., begins with the date which immediately follows the last date of the **Period of Restoration**; and
    2. with respect to Insuring Agreement B.3., begins with the earliest of either:
      - a. the first date that **Evidence** of the **Insured's Cyber Incident**, as defined in paragraph 1.b. of such definition, is dated, published, or posted; or

- b. the date when the **Insured** first sends written notification to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**; and
  - 3. with respect to Insuring Agreements B.1. and B.3., ends on the earliest date of either:
    - a. the earliest date that the **Insured's** customer counts and seasonally-adjusted daily revenue amounts recover to the same level that would have existed had there been no **Interruption in Service** or **Reputational Event**, so long as such recovery is subsequently sustained on an average daily basis over the course of at least ten business days. Such ten-day period shall not be considered part of the **Period of Attrition**; or
    - b. Ninety (90) days after the **Period of Attrition** has begun.
- **Reputational Event** means a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:
  - 1. required to comply with **Privacy or Cyber Laws**; or
  - 2. made with the **Insurer's** prior consent.
- 4. Section VI, Limits of Insurance, is amended by adding the following:
  - MAXIMUM LIMIT OF INSURANCE FOR CUSTOMER ATTRITION LOSS AND CUSTOMER ATTRITION EXPENSES RESULTING FROM AN INTERRUPTION IN SERVICE
    - A. Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service** under Insuring Agreement B.1. shall be:

\$2,000,000 (the "Interruption in Service Customer Attrition Sublimit").
--

This Interruption in Service Customer Attrition Sublimit shall be part of and not in addition to:

- a. the Each **Cyber Incident** Limit; and
  - b. the Aggregate Limit for all **Cyber Incidents**,
- set forth in Item 4.B.1. of the Declarations for this **Policy**.

The Interruption in Service Customer Attrition Sublimit shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Customer Attrition Loss** or **Customer Attrition Expenses** because of an **Interruption in Service** under Insuring Agreement B.1. is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.B.1., and once the applicable **Waiting Period** shown in Item 4.B.1. of the Declarations has expired.

- B. Notwithstanding the foregoing, if the field above in paragraph A of this subsection is left blank or N/A is shown, then the Limits of Insurance shown in Item 4.B.1. of the Declarations shall apply to the sum of all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service**.
- C. There shall be no coverage for **Customer Attrition Loss** or **Customer Attrition Expenses** as a direct result of an **Interruption in Service** other than with respect to Insuring Agreement B.1.
- MAXIMUM LIMIT OF INSURANCE FOR CUSTOMER ATTRITION LOSS AND CUSTOMER ATTRITION EXPENSES RESULTING FROM A REPUTATIONAL EVENT

Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from a **Reputational Event** under Insuring Agreement B.3. shall be the applicable Limits shown in Item 4.B.3.

of the Declarations, as amended by this endorsement, which shall be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Customer Attrition Loss** or **Customer Attrition Expenses** because of a **Reputational Event** under Insuring Agreement B.3. is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.B.3 of the Declarations, as amended this endorsement. There shall be no coverage for **Customer Attrition Loss** or **Customer Attrition Expenses** as a direct result of a **Reputational Event** other than with respect to Insuring Agreement B.3.

- **MAXIMUM LIMIT OF INSURANCE FOR ALL CUSTOMER ATTRITION LOSS**

Notwithstanding anything to the contrary in this **Policy**, if **Customer Attrition Loss** and **Customer Attrition Expenses** are covered under both Insuring Agreement B.1. and Insuring Agreement B.3., the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** shall not exceed the largest applicable **Customer Attrition Loss** limit.

5. Section X, Proof of Loss for First Party Insuring Agreements, subsection B, is deleted and replaced with the following:

- B. In addition to an **Insured's** proof of loss as set forth in Subsection A above, with respect to Insuring Agreement B, the **Business Interruption Loss**, **Contingent Business Interruption Loss**, and **Customer Attrition Loss** will be determined taking full account and due consideration of such **Insured's** proof of loss and the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss**, **Contingent Business Interruption Loss**, or **Customer Attrition Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated, as well as income derived from substitute methods, facilities, or personnel used by the **Insured** to maintain its revenue stream. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

All other terms, conditions and limitations of this **Policy** remain unchanged.

**BUSINESS INTERRUPTION – DISCOVERY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section I, Insuring Agreements, Insuring Agreement B, Business Interruption And Extra Expenses, is amended at paragraphs B.1. and B.2., respectively, by deleting the phrase “which first occurs” and replacing it with the phrase “first discovered”.

All other terms, conditions and limitations of the **Policy** shall remain unchanged.

**CYBER CRIME ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that solely with respect to the coverage provided by this endorsement, the **Policy** is amended as follows:

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

	<u>Each Loss Limit of Insurance</u>	<u>Aggregate Limit of Insurance</u>	<u>Each Loss Retention</u>
Cyber Crime Insuring Agreements			
<input checked="" type="checkbox"/> Funds Transfer Fraud Limit of Insurance	\$250,000	\$250,000	\$2,500
<input checked="" type="checkbox"/> Computer Fraud Limit of Insurance	\$250,000	\$250,000	\$2,500
<input checked="" type="checkbox"/> Social Engineering Fraud Limit of Insurance	\$250,000	\$250,000	\$2,500

- Section I, INSURING AGREEMENTS, is amended by adding the following:

**CYBER CRIME INSURING AGREEMENTS**

**Funds Transfer Fraud**

The **Insurer** will pay for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Funds Transfer Fraud** committed by a third party which is **Discovered** during the **Policy Period**.

**Computer Fraud**

The **Insurer** will pay the **Insured** for loss of **Money**, **Securities**, or **Property** sustained by an **Insured** resulting directly from **Computer Fraud** committed by a third party which is **Discovered** during the **Policy Period**.

**Social Engineering Fraud**

The **Insurer** shall pay the **Insured** for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client**, or an **Employee** who was authorized by the **Insured** to instruct other **Employees** to transfer **Money** or **Securities** which is **Discovered** during the **Policy Period**.

Hereinafter, the above Insuring Agreements shall be collectively referred to as the “Cyber Crime Insuring Agreements”.

- Section II, DEFINITIONS, is amended to include the following:

**Client** means a customer of an **Organization** to whom such **Organization** provides goods or services under written contract or for a fee.

**Computer Fraud** means the unlawful taking of **Money**, **Securities**, or **Property** resulting from a **Computer Violation**.

**Computer Violation** means the unauthorized entry into, or transmission of corrupting or harmful software code into, the **Insured’s Computer System** which is directed against an **Insured**.

**Cryptocurrency** means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of

such units.

**Discovery or Discovered** means knowledge acquired by a **Control Group Member** of an **Insured** which would cause a reasonable person to believe a covered loss has occurred or an occurrence has arisen that may subsequently result in a covered loss. This includes loss:

1. sustained prior to the inception date of any coverage under this endorsement;
2. which does not exceed the Retention set forth in in Item 4. of the Declarations; or
3. the exact amount or details of which are unknown.

**Employee** means any natural person in the regular service of an **Insured** in the ordinary course of such **Insured's** business, whom such **Insured** governs and directs in the performance of such service, including a part-time, seasonal, leased and temporary employee, intern, or volunteer. Any natural person that otherwise meets the foregoing definition shall be considered an **Employee** even if such person's title is that of partner, principal, director, officer, or if such person is a **Control Group Member**.

**Funds Transfer Fraud** means fraudulent electronic, telegraphic, cable, teletype, facsimile, telephone, or written instructions (other than forgery), purportedly issued by an **Insured**, and issued to a financial institution directing such institution to transfer, pay, or deliver **Money** or **Securities** from any account maintained by such **Insured** at such institution, without such **Insured's** knowledge or consent.

**Money** means currency, coin, bank notes, and bullion. However, **Money** does not mean **Securities** or any **Cryptocurrency**.

**Official Authorization** means a valid signature of an actual **Employee**, or an electronic record of entry and approval into a wire transfer system, accounting system, or similar system which is capable of maintaining and reproducing an audit trail which demonstrates that an actual **Employee** approved a transaction within their authority. A forgery is not an **Official Authorization**. **Official Authorization** shall not include a typed name in any form (including but not limited to email, letterhead, or pre-printed material), but shall include electronic reproductions of hand-written signatures in any form.

**Property** means any tangible property other than **Money** and **Securities**. **Property** does not include **Digital Data**.

**Securities** means negotiable and nonnegotiable instruments or contracts representing either **Money** or property including revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, casino chips, tokens, and tickets, provided that **Securities** does not include **Money** or any **Cryptocurrency**.

**Social Engineering Fraud** means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine which results in the transferring, payment, or delivery of **Money** or **Securities**.

**Vendor** means any entity or natural person that has provided goods or services to an **Insured** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

4. The definition of **Insured** set forth in Section II, DEFINITIONS, is deleted and replaced with the following:

**Insured** means the **Named Insured** and its **Subsidiaries**.

5. Section III, EXCLUSIONS, is deleted and replaced with the following:

A. No coverage will be available for:

1. loss due to kidnap, ransom, or any other extortion payment surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any property;
2. loss involving:
  - a. the disclosure of an **Insured's** or another entity or person's confidential or personal information while in the care, custody, or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of non-public information;

- b. loss involving the use of another entity or person's confidential or personal information while in the care, custody, or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of non-public information; or
  - c. fees, costs, fines, penalties, or any other expenses incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of another entity or person's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of nonpublic information,
- provided that this Exclusion 2. a. and b. shall not apply to loss that is otherwise covered under any Cyber Crime Insuring Agreement;
- 3. loss or damage due to declared or undeclared war, civil war, insurrection, rebellion, revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;
  - 4. loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, or any act or condition incident to any of the foregoing;
  - 5. loss of income not realized as the result of a covered loss;
  - 6. indirect or consequential loss of any kind;
  - 7. fees, costs, or expenses incurred or paid in defending or prosecuting any legal proceeding or claim;
  - 8. loss sustained by one **Insured** to the advantage of any other **Insured**;
  - 9. loss or damage due to **Computer Fraud** or **Funds Transfer Fraud** or other fraudulent, dishonest, or criminal act committed by any authorized representative of an **Insured**, whether acting alone or in collusion with others.
- B. With respect to the Funds Transfer Fraud and Computer Fraud Insuring Agreements, no coverage will be available for loss resulting from any transfer, payment, or delivery of **Money**, **Securities**, or **Property** approved by an **Employee**, or arising out of any misrepresentation received by any **Employee**, agent, independent contractor, or other representative of the **Insured**, whether such transfer, payment, or delivery was made in good faith or as a result of trick, artifice, fraud, or false pretenses.
- C. With respect to the Social Engineering Fraud Insuring Agreement, the **Insurer** shall not be liable for:
- 1. loss or damage to **Money** or **Securities** as a result of **Computer Fraud** or **Funds Transfer Fraud**;
  - 2. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
  - 3. loss due to the failure of any party to perform, in whole or in part, under any contract;
  - 4. loss due to the extension of any loan, credit, or similar promise to pay;
  - 5. loss due to any party's use of or acceptance of any credit card, debit card, or similar instrument, whether or not genuine;
  - 6. loss due to any person purporting to be a representative of any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity;
  - 7. loss of **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
  - 8. loss due to the failure, malfunction, inadequacy, or illegitimacy of any product or service;
  - 9. loss of or damage to any **Property**;
  - 10. loss due to any gambling, game of chance, lottery, or similar game;
  - 11. loss in excess of \$50,000, unless the transferring, payment, or delivery of **Money** or **Securities** is made:
    - a. by a **Control Group Member**, or

- b. by any **Employee** (other than a **Control Group Member**), agent, independent contractor, or other representative of the **Insured**, after receiving **Official Authorization** from:
  - i. a **Control Group Member**, or
  - ii. an **Employee** acting in a supervisory capacity.

D. In addition to the amended Section III, no coverage will be available for:

- 1. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement as to such **Insured**;
- 2. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement;
- 3. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement in its entirety,

provided that in no event will coverage be available under this coverage for such loss if such loss is covered under any renewal or replacement of this coverage or any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement.

- 6. Section V, EXTENDED REPORTING PERIOD, is deleted.
- 7. Section VI, LIMITS OF INSURANCE, is deleted and replaced with the following:

The **Insurer** will pay for loss sustained by an **Insured** at any time and **Discovered** during the **Policy Period**.

The **Insurer's** maximum liability for each loss shall not exceed the limit of insurance applicable to such loss, as set forth in Item 4 of the Declarations for this **Policy**, as amended by this endorsement, regardless of the number of **Insureds** sustaining such loss.

The **Insurer's** maximum liability shall not exceed the limit of insurance:

- 1. Applicable to the Funds Transfer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.
- 2. Applicable to the Computer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.
- 3. Applicable to the Social Engineering Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.

If a loss is covered under more than one Cyber Crime Insuring Agreement, the maximum amount payable under this **Policy** shall not exceed the largest applicable limit of insurance of any such Cyber Crime Insuring Agreement.

The **Insurer's** total cumulative liability for all loss **Discovered** during the **Policy Period** shall not exceed the applicable Cyber Crime Aggregate Limit of Insurance as set forth in Item 4. of the Declarations. Such amount shall be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance as stated in Item 3. of the Declarations. Each payment made under the terms of this endorsement shall reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance and the Maximum Policy Aggregate Limit of Insurance until they are exhausted.

On exhausting the applicable Cyber Crime Aggregate Limit of Insurance by such payments the **Insurer** shall have no further liability for loss or losses regardless of when **Discovered** and whether or not previously reported to the **Insurer**; and the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance and Maximum Policy Aggregate Limit of Insurance shall not be increased or reinstated

by any recovery made and applied in accordance with Section XVIII. Recoveries (as amended in paragraph 17 of this endorsement). In the event that a loss of **Securities** is settled by indemnity in lieu of payment, then such loss shall not reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance or Maximum Policy Aggregate Limit of Insurance.

8. Section VII, RETENTION, is deleted and replaced with the following:

- A. The **Insurer's** liability under this **Policy** shall apply only to that part of each loss which is in excess of the applicable Retention set forth in Item 4 of the Declarations for this **Policy**.
- B. If an **Insured** receives payment under another policy or bond, after applying a deductible or retention, for loss also covered hereunder, then the applicable Retention set forth in Item 4 of the Declarations as amended by this endorsement shall be reduced by the deductible or retention previously applied to such loss.

Notwithstanding the foregoing, if an **Insured** receives payment under another policy or bond, including but not limited to the **Other Crime Policy**, as set forth in paragraph 13., amended Section XII., Other Insurance, of this endorsement, after applying a deductible or retention, for loss also covered hereunder, then the Retention set forth in Item 4 of the Declarations shall be reduced, up to the amount of such Retention, by the sum of:

- 1. the deductible or retention amount previously applied to such loss, and
- 2. any amount paid with respect to such loss under such other policy or bond.

9. Section VIII, NOTICE, is deleted and replaced with the following:

Section VIII. NOTICE AND PROOF OF LOSS

- A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- B. It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Named Insured** will:
  - 1. give written notice to the **Insurer** as soon as practicable but in no event later than 90 days after such **Discovery**;
  - 2. furnish affirmative proof of loss with full particulars to the **Insurer** as soon as practicable but in no event later than 180 days after such **Discovery**;
  - 3. submit to examination under oath at the **Insurer's** request;
  - 4. produce all pertinent records at such reasonable times and places as the **Insurer** shall designate; and
  - 5. provide full cooperation with the **Insurer** in all matters pertaining to a loss or claim.
- C. The **Insured** may offer a comparison between an **Insured's** inventory records and actual physical count of its inventory to prove the amount of loss only where an **Insured** establishes wholly apart from such comparison that it has sustained a covered loss caused by a third party.

10. Section IX, DEFENSE AND SETTLEMENT, is deleted in its entirety.

11. Section X, PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS, is deleted.

12. Section XI, ALLOCATION, is deleted.

13. Section XII, OTHER INSURANCE, is deleted and replacing with the following:

If an **Insured** or any other party at interest in any loss covered by this **Policy** has any crime insurance, bond, indemnity, or similar insurance (the "**Other Crime Policy**"), which would cover such loss in whole or in part in the absence of this **Policy**, then this **Policy** shall be null and void to the extent of the amount recoverable or received under the **Other Crime Policy**; but this **Policy** shall cover such loss, subject to its exclusions, conditions, and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under the **Other Crime Policy**.

Nothing in this endorsement is meant nor shall it be construed to obligate the **Insurer** to comply with the terms and conditions of any other insurance policy or bond, including but not limited to the **Other Crime Policy**.

14. Section XIII, MATERIAL CHANGES IN EXPOSURE, is deleted and replaced with the following:

A. ACQUISITION OR CREATION OF ANOTHER ORGANIZATION

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud, or Social Engineering Fraud** sustained after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Computer Fraud, Funds Transfer Fraud, or Social Engineering Fraud** which took place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity, or affiliated group of persons or entities of the right to elect, appoint, or designate at least 50% of the directors of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud, or Social Engineering Fraud** sustained before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud, or Social Engineering Fraud** sustained after such event. This **Policy** may be cancelled by the **Named Insured** on or after the effective time of the event, and the **Insurer** shall refund the unearned premium computed *pro rata*, calculated as of the date on which the **Insurer** receives a communication from the **Insured** requesting cancellation of this **Policy**. The **Insurer** will be under no obligation to accept requests to retroactively cancel this **Policy**.

C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud, or Social Engineering Fraud** sustained prior to the date such organization ceased to be a **Subsidiary**.

15. Section XIV, REPRESENTATIONS, is deleted and replaced with the following:

Section XIV. CONCEALMENT, MISREPRESENTATION OR FRAUD

This **Policy** is void in any case of fraud by the **Insured** as it relates to this **Policy** at any time. It is also void if any **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

1. this **Policy**;
2. the property covered under this **Policy**;
3. the **Insured's** interest in the property covered under this **Policy**; or
4. a claim under this **Policy**.

16. Section XVI, TERRITORY AND VALUATION, is deleted and replaced with the following:

The **Insurer** shall pay:

1. the actual market value of lost, damaged, or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**; or the cost of replacing **Securities**, whichever is less, plus the cost to post a Lost Instrument Bond;

2. the cost of blank books, pages, or tapes or other blank materials to replace lost or damaged books of account or other records;
3. the least of:
  1. the actual cash value of the **Property**; or
  2. the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value, at the time the **Insured** complies with Section VIII, Notice and Proof of Loss, regarding the furnishing of proof of loss;
4. the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**; or
5. the United States of America dollar value of any precious metals based on the rate of exchange published in *The Wall Street Journal* Cash Prices, Precious Metals, on the day loss involving foreign currency is **Discovered**.

17. Section XVIII, SUBROGATION, is deleted and replaced with the following:

Section XVIII. RECOVERIES

Recoveries for any loss under this coverage, whether effected by the **Insurer** or by an **Insured**, less the cost of recovery, shall be distributed as follows:

1. first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Insurance;
2. second, to the **Insurer** for the amount of such loss paid to an **Insured** as covered loss;
3. third, to an **Insured** for the Retention applicable to such loss;
4. fourth, to an **Insured** for the amount of such loss not covered under this endorsement.

Recovery from reinsurance or indemnity of the **Insurer** shall not be deemed a recovery hereunder.

18. Section XX, AUTHORIZATION CLAUSE, is amended by adding the following after the term **Claim** in the second line of the first sentence:

or the notice of a loss pursuant to the Cyber Crime Insuring Agreements,

19. The following Sections are added:

OWNERSHIP

The **Insurer's** liability under this **Policy** will apply only to **Money, Securities, or Property** owned by the **Insured** or for which the **Insured** is legally liable, or held by the **Insured** in any capacity whether or not the **Insured** is liable.

NON-ACCUMULATION OF LIABILITY

- A. When there is more than one **Insured**, the maximum liability of the **Insurer** for loss sustained by any or all **Insureds** shall not exceed the amount for which the **Insurer** would be liable if all loss was sustained by any one **Insured**.
- B. Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, whether under this **Policy**, any prior bond or policy, or any renewal or replacement of this **Policy**, the liability of the **Insurer** with respect to any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

TERMINATION OF PRIOR BONDS OR POLICIES

Any prior bonds or policies issued by the **Insurer** or any subsidiary or affiliate of Chubb shall terminate, if not already terminated, as of the inception of this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**APPLICATION AMENDED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section II, Definitions, **Application**, is deleted and replaced with the following:

**Application** means all applications, including any attachments thereto, and all other information and materials submitted within twelve (12) months prior to the inception of this **Policy**, by or on behalf of the **Insureds** to the **Insurer**, in connection with the **Insurer** underwriting this **Policy**. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**ADDITIONAL INSURED – BLANKET PURSUANT TO A CONTRACT  
– CYBER ERM**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:  
CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, the definition of **Insured**, is amended by adding the following:

**Insured** also means any natural person or entity for whom an **Organization** is required by written contract or agreement to provide insurance coverage under this **Policy** (hereinafter “**Additional Insured**”), but only with respect to **Claims**:

- a. arising out of any **Incident** committed after the **Organization** and the **Additional Insured** entered into such written contract or agreement;
- b. for any **Incident** committed by, on behalf of, or at the direction of the **Organization**; and
- c. subject to the lesser of the limits of insurance required by such written contract or agreement between the **Organization** and the **Additional Insured**, or the applicable Limits of Insurance of this **Policy**.

However, no natural person or entity shall be an **Additional Insured** with respect to any **Claim** arising solely out of such natural person’s or entity’s independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether the **Claim** arises solely out of such natural person’s or entity’s independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, and such determination shall be made by the **Named Insured** within 20 days of the notification to the **Insurer** of the applicable **Claim**.

2. Section III, Exclusions, subsection B, Exclusions Applicable to Specific Insuring Agreements, is amended by deleting paragraph 3. Insured v. Insured, and replacing it with the following:

Insured v. Insured

solely with respect to Insuring Agreements E and F, brought or maintained by, on behalf of, or in the right of any **Insured** other than an **Additional Insured** as defined in this endorsement. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

3. Section XII, Other Insurance, is amended by adding the following:

Notwithstanding the foregoing, in the event an **Insured** has, prior to any **Incident**, contractually obligated itself to provide primary and non-contributory insurance to any **Additional Insured**, as defined in this endorsement, this **Policy** will be considered primary and not excess of or non-contributory to any other insurance provided by, or for the benefit of, such **Additional Insured**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**BREACH RESPONSE INDEMNITEE – BLANKET PURSUANT TO A CONTRACT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section II, Definitions, is amended as follows:

1. The following definition is added:
  - **Breach Response Indemnitee** means any natural person or entity whom an **Organization** has agreed via written contract or agreement to indemnify for **Cyber Incident Response Expenses** arising out of any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible (other than the **Breach Response Indemnitee**), to properly handle, manage, store, destroy, protect, use, or otherwise control **Protected Information**.
2. The definition of **Insured** is amended to include the following:

Solely with respect to Insuring Agreement A, **Insured** shall also include a **Breach Response Indemnitee**, but only with respect to **Cyber Incident Response Expenses**:

- a. arising out of any **Cyber Incident** as described under paragraph 1.b. of such definition which is committed after the **Organization** and the **Breach Response Indemnitee** entered into the written contract or agreement described in the definition of **Breach Response Indemnitee**;
- b. arising out of such **Cyber Incident** committed by, on behalf of, or at the direction of the **Organization**;
- c. that are subject to the applicable indemnification provisions of such written contract or agreement; and
- d. that are subject to the lesser of the limits of insurance required by such written contract or agreement between the **Organization** and the **Breach Response Indemnitee**, or the applicable Limits of Insurance of this **Policy**.

However, no natural person or entity shall be a **Breach Response Indemnitee** with respect to any **Cyber Incident Response Expenses** arising solely out of such natural person's or entity's independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether such **Cyber Incident** arises solely out of such natural person's or entity's independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, provided such determination is made within a reasonable amount of time.

All other terms, conditions and limitations of the **Policy** shall remain unchanged.

**NON-MALICIOUS COMPUTER RELATED ACT – SYSTEM FAILURE – BUSINESS INTERRUPTION AND CONTINGENT BUSINESS INTERRUPTION - SUBLIMIT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, **Interruption in Service**, is deleted and replaced with the following:  
**Interruption in Service** means a detectable interruption or degradation in service of:
  1. with respect to Insuring Agreement B1, an **Insured’s Computer System**; or
  2. with respect to Insuring Agreement B2, a **Shared Computer System**,  
 caused by a **Malicious Computer Act** or **Non-Malicious Computer Related Act**.
2. Section II, Definitions, is amended by adding the following:
  - **Non-Malicious Computer Related Act** means:
    1. **Human Error**;
    2. **Programming Error**; or
    3. Power failure, surge, or diminution of an electrical system controlled by an **Insured**, and not arising from **Property Damage**.
  - **Human Error** means an operating error or omission, including the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an employee or a third party providing services to the **Insured**.
  - **Programming Error** means error that occurs during the development or encoding of a program, application, or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations, or an incorrect result. **Programming Error** does not include integration, installation, upgrade, or patching of any software, hardware, or firmware of the **Insured’s Computer System** unless the **Insured** can evidence that the **Programming Error** arises from a program that has been fully developed, successfully tested, and proved successful in its operational environment for thirty (30) days.
3. Section III, Exclusions, subsection A, Exclusions Applicable To All Insuring Agreements, Exclusion 8, **Infrastructure Outage**, is amended by adding the following:  
 Additionally, this exclusion shall not apply to a **Non-Malicious Computer Related Act** as defined under paragraph 3 of such definition.
4. Subject to Section VI, Limits Of Insurance, and Section VII, Retention:
  - A. The following Limits of Insurance, Retention, and **Waiting Period** shall apply to all **Business Interruption Loss**, and **Extra Expenses** in connection with **Business Interruption Loss**, combined, resulting from an **Interruption in Service** caused by a **Non-Malicious Computer Related Act**:

\$2,000,000 Each <b>Cyber Incident</b> Limit	\$2,000,000 Aggregate Limit for all <b>Cyber Incidents</b>	\$2,500 Each <b>Cyber Incident</b> Retention	<b>Waiting Period:</b> 8 Hours
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B. The following Limits of Insurance, Retention, and **Waiting Period** shall apply to all **Contingent Business Interruption Loss**, and **Extra Expenses** in connection with **Contingent Business Interruption Loss**, combined, resulting from an **Interruption in Service** caused by a **Non-Malicious Computer Related Act**:

\$2,000,000 Each <b>Cyber Incident Limit</b>	\$2,000,000 Aggregate Limit for all <b>Cyber Incidents</b>	\$2,500 Each <b>Cyber Incident</b> Retention	<b>Waiting Period:</b> 8 Hours
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If any of the fields above are left blank or N/A is shown, then the Limits of Insurance, Retention, and **Waiting Period** shown in Item 4.B.1., or 4.B.2. of the Declarations, as applicable, shall apply.

All of the limits stated in paragraph A and B above shall be part of and not in addition to: 1. the limits set forth in Item 4.B.1. and 4.B.2. of the Declarations, as applicable; 2. the Maximum Single Limit of Insurance set forth in Item 3.A. of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**PREVENTATIVE SHUTDOWN ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section II, Definitions, is amended as follows:

1. The definition of **Interruption in Service** is deleted and replaced with the following:

**Interruption in Service** means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**,  
caused by a **Malicious Computer Act** or **Preventative Shutdown**.

2. The following definition is added:

**Preventative Shutdown** means an **Insured's** reasonable and necessary intentional shutdown of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**, but only to the extent that such shutdown:
  - a. is in response to an actual or credible threat of a **Malicious Computer Act** expressly directed against such **Insured's Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shutdown; and
  - b. serves to mitigate, reduce, or avoid **Business Interruption Loss** as a result of the actual or credible threat of such **Malicious Computer Act**; or
2. with respect to Insuring Agreement B2, the **Insured's** access or connectivity to a **Shared Computer System**, but only to the extent that such shutdown:
  - a. is in response to an actual **Malicious Computer Act** against such **Shared Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shutdown; and
  - b. serves to mitigate, reduce, or avoid **Contingent Business Interruption Loss** as a result of such **Malicious Computer Act**.

Notwithstanding anything to the contrary in the **Policy**, and solely with respect to an **Interruption in Service** caused by a **Preventative Shutdown**, the **Period of Restoration** shall not exceed the lesser of 14 days or the number of days otherwise set forth in paragraph 2 of the **Period of Restoration** definition.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**EXTORTION THREAT ENHANCEMENT FOR PROTECTED INFORMATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section II, Definitions, the definition of **Network Extortion Threat**, paragraph 1, is deleted and replaced with the following:

1. release, divulge, disseminate, destroy, or use:
  - a. **Protected Information**, in any format, irrespective of how such **Protected Information** was taken without authorization from an **Insured**; or
  - b. confidential corporate information of an **Organization**, as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**HARDWARE OR EQUIPMENT REPLACEMENT ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section II, DEFINITIONS, the definition of **Digital Data Recovery Costs**, is deleted and replaced with the following:

**Digital Data Recovery Costs** means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect, or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination;
2. **Telephone Fraud Financial Loss**; or
3. the replacement or repair costs of physical hardware or equipment that are part of an **Insured's Computer System** which have been damaged electronically but for which there is no **Property Damage**, and which have been determined by the **Insurer**, at its sole discretion, to:
  - i. be more practical and cost-effective to physically replace or repair such hardware or equipment than to repair or restore through the replacement, restoration, recreation, re-collection, or recovery of **Digital Data** formerly thereon; or
  - ii. be permanently vulnerable or unstable due to the corruption or destruction of firmware formerly thereon,

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 through 3 immediately above. **Digital Data Recovery Costs** shall not include:

- a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**;
- b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities to a level beyond that which existed prior to the applicable **Cyber Incident**;
- c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;
- d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
- e. any other consequential loss or damages.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**BETTERMENT ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that:

1. Section II, Definitions, is amended as follows:
  - A. The definition of **Digital Data Recovery Costs** is amended by deleting the last full paragraph of that definition, starting with the phrase “**Digital Data Recover Costs** shall not include” and continuing until the end of the definition, and replacing it with the following:
 

Additionally, **Digital Data Recovery Costs** shall include **Betterment Costs**.

However, **Digital Data Recovery Costs** shall not include:

    - a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**, except to the extent that **Betterment Costs** are covered;
    - b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities;
    - c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;
    - d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
    - e. any other consequential loss or damages.
  - B. The following definition is added:
 

**Betterment Costs** means costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**, but only if such costs or expenses are:

    1. equal to or less than the costs or expenses to repair, replace, restore, recreate, re-collect, or recover such **Digital Data** or a **Computer System**; or
    2. necessary because of a security vulnerability that cannot otherwise be corrected, fixed, or repaired, and if left unmitigated, could reasonably and foreseeably result in a similar **Cyber Incident** occurring again in the future.

**Betterment Costs** shall not include any costs or expenses described above which exceed the lesser of either:

    - a. \$100,000; or
    - b. 25% of the total amount spent on **Digital Data Recovery Costs**.
2. Section VI, Limits of Insurance, is amended by adding the following:
  - **Betterment Costs** shall be part of and not in addition to:
    - a. the Each **Cyber Incident** Limit; and
    - b. the Aggregate Limit for all **Cyber Incidents**,

set forth in Item 4.C. of the Declarations for this **Policy**. **Betterment Costs** shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3B of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**INVOICE FRAUD FINANCIAL LOSS ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended as follows:

- a. Paragraph 2 of the definition of **Digital Data Recovery Costs** is deleted and replaced with the following:
  - 2. **Telephone Fraud Financial Loss**; or
  - 3. **Invoice Fraud Financial Loss**,
- b. The following definition is added:

**Invoice Fraud Financial Loss** means the total amount of uncollectable accounts receivable for which the **Organization** is unable to collect payment, solely as a result of:

- 1. the fraudulent infiltration and manipulation of the **Insured’s Computer System** or a **Shared Computer System** from a remote location, followed by
- 2. the release or distribution of any fraudulent invoice or fraudulent payment instructions to a third party, by the actor responsible for such infiltration or manipulation, for actual amounts owed by such third party for products or services provided by an **Insured**, followed by
- 3. such third party actually sending payment to such actor prior to, or within 48 continuous hours of, any **Insured** first discovering that any fraudulent invoices or fraudulent payment instructions were being released or distributed to any third parties purportedly on the **Insured’s** behalf, followed by
- 4. the exhaustion of all reasonable efforts by the **Insured** to recover such payment, including seeking the third party’s assistance in such efforts; provided, however, the **Insured** shall not be required to file or threaten suit against the third party for purposes of this numbered paragraph 4.

Provided that, if such uncollectable accounts receivable are associated with products or services provided by the **Insured**, then **Invoice Fraud Financial Loss** shall be limited to the **Insured’s** variable input costs associated with the provision of such products or services, and therefore shall not include any gross profit margin associated with such products or services.

**Invoice Fraud Financial Loss** shall not include any loss of profit, or profit margin, associated with the products or services for which **Organization** was unable to collect payment from the third party.

2. Section VI, Limits of Insurance, is amended by adding the following:

- MAXIMUM LIMIT OF INSURANCE FOR INVOICE FRAUD FINANCIAL LOSS
  - A. Subject to Section VI, LIMITS OF INSURANCE, the **Insurer’s** maximum limit of insurance for all **Invoice Fraud Financial Loss** under Insuring Agreement C shall be:

\$1,000,000 (the “Invoice Fraud Financial Loss Sublimit”).

This Invoice Fraud Financial Loss Sublimit shall be part of and not in addition to:

- a. the Each **Cyber Incident** Limit; and
  - b. the Aggregate Limit for all **Cyber Incidents**,
- set forth in Item 4.C. of the Declarations for this **Policy**.

The Invoice Fraud Financial Loss Sublimit shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Invoice Fraud Financial Loss** under Insuring Agreement C is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.C.

- B. Notwithstanding the foregoing, if the field above in paragraph A of this subsection is left blank or N/A is shown, then the Invoice Fraud Financial Loss Sublimit shall be one hundred thousand dollars (\$100,000).
- C. There shall be no coverage for **Invoice Fraud Financial Loss** other than with respect to Insuring Agreement C.

All other terms, conditions and limitations of this **Policy** remain unchanged.

**PERIOD OF RESTORATION - FILL IN**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section II, Definitions, the definition of **Period of Restoration**, is deleted and replaced with the following:

**Period of Restoration** means the continuous period of time that:

1. begins with the earliest date of an **Interruption in Service**; and
2. ends on the date when the **Insured's Computer System** or **Shared Computer System** is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service**. In no event shall the **Period of Restoration** exceed One Hundred and Eighty (180) days.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**PRIMARY INSURANCE FOR SPECIFIED INSURING AGREEMENTS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section XII, Other Insurance, is amended by adding the following:

However, solely with respect to the Insuring Agreement(s) of this **Policy** checked below, this **Policy** shall cover **Costs, Damages, and Claim Expenses**, as applicable, on a primary basis, subject to the **Policy** terms and conditions.

- A: CYBER INCIDENT RESPONSE FUND*
- B: BUSINESS INTERRUPTION AND EXTRA EXPENSES*
- C: DIGITAL DATA RECOVERY*
- D: NETWORK EXTORTION*
- E: CYBER, PRIVACY AND NETWORK SECURITY LIABILITY*
- F: ELECTRONIC, SOCIAL AND PRINTED MEDIA LIABILITY*
- OTHER, AS DESCRIBED BELOW:*

All other terms and conditions of this **Policy** remain unchanged.

**CONDUCT EXCLUSION AMENDED – FINAL, NON-APPEALABLE  
ADJUDICATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section III, EXCLUSIONS, subsection A, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, Exclusion 1, Conduct, is deleted and replaced with the following:

1. Conduct

alleging, based upon, arising out of, or attributable to:

- a. any fraudulent, criminal, malicious, or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or
- b. the gaining in fact of any profit, remuneration, or financial advantage to which any **Insured** was not legally entitled.

However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim**, until there is a final, non-appealable adjudication in any underlying proceeding or action against the **Insured** as to such conduct or violation, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. Provided that:

- i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and
- ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**RANSOMWARE ENCOUNTER SUBLIMIT, RETENTION, AND COINSURANCE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Item 4 of the Declarations is amended by adding the following:

<b>Ransomware Encounter Sublimit</b>	\$2,000,000	Each <b>Cyber Incident</b> and in the Aggregate for all <b>Cyber Incidents</b>
<b>Ransomware Encounter Retention</b>	\$2,500	Each <b>Cyber Incident</b>
<b>Ransomware Encounter Coinsurance:</b>	Coinsurance Percentage:	0%

2. Section II, Definitions, is amended by adding the following:

- **Ransomware Encounter** means a **Cyber Incident** involving malicious software which is designed to block access to a **Computer System** or **Digital Data**, or alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy **Digital Data**, in order to extort a ransom payment from the **Insured** in exchange for restoring access to or decrypting such **Computer System** or **Digital Data**.

Further, **Ransomware Encounter** shall also include any credible threat, or series of credible threats, to release, divulge, disseminate, or use **Protected Information**, or confidential corporate information of an **Insured**, that has been exfiltrated as part of an event described in the paragraph immediately above.

3. Section VI, Limits of Insurance, is amended by adding the following:

- RANSOMWARE ENCOUNTER SUBLIMIT

Notwithstanding anything in this **Policy** to the contrary, solely with respect to Insuring Agreements A-E, the **Insurer's** maximum limit of insurance for all **Costs, Damages, and Claim Expenses** incurred in response to a **Cyber Incident** arising out of a **Ransomware Encounter** shall be the **Ransomware Encounter Sublimit** shown in Item 4 of the Declarations, as amended by this endorsement.

The **Ransomware Encounter Sublimit** shall be part of and not in addition to: 1. the applicable limits of insurance shown in Items 4A-E of the Declarations; 2. the Maximum Single Limit of Insurance set forth in Item 3A of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3B of the Declarations.

4. Section VII, Retention, is amended by adding the following:

- RANSOMWARE ENCOUNTER RETENTION

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, the liability of the **Insurer** shall apply only to that part of **Costs, Damages, and Claim Expenses** which is in excess of the **Ransomware Encounter Retention** amount shown in Item 4 of the Declarations, as amended by

this endorsement. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.

- RANSOMWARE ENCOUNTER COINSURANCE

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, and after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the percentage of all **Costs, Damages, and Claim Expenses** set forth in the **Ransomware Encounter** Coinsurance shown in Item 4 of the Declarations, as amended by this endorsement, and applied to Insuring Agreements A-E, combined. Payments of any **Costs, Damages, and Claim Expenses** by an **Insured** under the **Ransomware Encounter** Coinsurance percentage shall not reduce the Limits of Insurance applicable to Insuring Agreements A-E, including the **Ransomware Encounter** Sublimit, or the Maximum Policy Limits of Insurance. Only the portion of any such **Costs, Damages, and Claim Expenses** paid by the **Insurer** shall reduce the foregoing limits of insurance.

5. Section VIII, Notice, is amended by adding the following subsection:

- Notwithstanding anything in this **Policy** to the contrary, a **Ransomware Encounter** shall also be reported to law enforcement by or on behalf of an **Insured**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**WIDESPREAD EVENT ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
 CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

- Item 4 of the Declarations is amended by adding the following:

Sub-Limited Coverage Extensions for <b>Widespread Events</b>			
Type of <b>Widespread Event</b>	Retention	Coinsurance	Limit of Insurance per <b>Policy Period</b>
<b>Widespread Severe Known Vulnerability Exploit</b>	\$2,500	0%	\$2,000,000
<b>Widespread Software Supply Chain Exploit</b>	\$2,500	0%	\$2,000,000
<b>Widespread Severe Zero Day Exploit</b>	\$2,500	0%	\$2,000,000
<b>All Other Widespread Events</b>	\$2,500	0%	\$2,000,000

- Section I, Insuring Agreements, is amended by adding the following at the beginning of such section:

All **Cyber Incidents** will be categorized as either a **Limited Impact Event** or **Widespread Event**. Coverage for any **Limited Impact Event** is afforded pursuant to those Insuring Agreements purchased, as shown in Items 4A-E of the Declarations; provided however that coverage for any **Widespread Event** shall apply as set forth in the “Definitions Pertaining To Limited Impact Events and Widespread Events” Subsection of Section II, as shown in paragraph 3 of this endorsement, and is subject to the applicable Retention, Coinsurance, and Limits of Insurance shown in the “Sub-Limited Coverage Extensions for **Widespread Events**” section of Item 4 of the Declarations, as amended by this endorsement. However, per Section VI, as amended by this endorsement, the terms set forth in the “Sub-Limited Coverage Extensions for **Widespread Events**” section of Item 4 of the Declarations shall only serve to reduce, and thus never increase, the Limits of Insurance set forth in Items 3 and 4A-E of the Declarations.

- Section II, Definitions, is amended by adding the following subsection:

- DEFINITIONS PERTAINING TO LIMITED IMPACT EVENTS AND WIDESPREAD EVENTS

- All **Cyber Incidents** will be categorized as either a **Limited Impact Event** or **Widespread Event**, which are defined as follows:

**Limited Impact Event** means a **Cyber Incident** that does not arise from a **Widespread Trigger**.

**Widespread Event** means a **Cyber Incident** arising from a **Widespread Trigger**.

**Widespread Trigger** means:

1. a single act or interdependent series of acts committed by an actor or coordinated actors who are outside of the **Organization**; or
2. a single error, omission, or failure, or interdependent series of errors, omissions, or failures, of a person or **Computer System** which is outside of the **Organization**,

which constitutes or causes both a **Cyber Incident** and an incident within a **Computer System** of any person or entity outside of the **Limited Impact Group**.

However, **Widespread Trigger** shall not include an act or interdependent series of acts which requires subsequent intervening deceitful manipulation of the actions of an **Authorized User** in order to constitute or cause the **Cyber Incident**.

2. The following are additional definitions relevant to a **Limited Impact Event** or **Widespread Event**:

**All Other Widespread Events** means a **Widespread Event** not arising from a **Widespread Severe Known Vulnerability Exploit**, **Widespread Software Supply Chain Exploit**, or **Widespread Severe Zero Day Exploit**.

**Authorized User** means any individual authorized by an **Organization** to access an **Insured's Computer System** or **Shared Computer System**.

**Breach Disclosure Incident** means a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:

1. required to comply with **Privacy or Cyber Laws**; or
2. made with the **Insurer's** prior consent.

**Custodian Breach** means any unlawful or unauthorized access, exposure, disclosure, loss, alteration, or destruction of **Protected Information**, or data breach as otherwise defined in **Privacy or Cyber Laws**, within a **Computer System** operated by a third party data custodian under written agreement or contract with an **Insured**.

**Limited Impact Group** means, collectively:

1. any **Insured** under this **Policy**, except **Additional Insureds**;
2. any person or entity, including any **Additional Insured**, which has a direct business relationship with an **Organization** (a "Relationship"), and:
  - a. is consequently affected by the **Cyber Incident** due solely to such Relationship; or
  - b. through which a **Cyber Incident** consequently arises due solely to such Relationship;
3. any other person or entity which is consequently affected by the **Cyber Incident** due solely to a direct or indirect business relationship with a person or entity described in sub-paragraph 2.a. immediately above; and
4. solely with respect to Insuring Agreements A and E, any "Impacted Party," meaning any person or entity, which has a direct business relationship with a third party data custodian, and where such data custodian experiences a **Custodian Breach**, provided that:
  - a. such **Custodian Breach** results in:
    - i. a **Breach Disclosure Incident**; and
    - ii. such Impacted Party to incur similar notification expenses in order to comply with **Privacy or Cyber Laws**; and
  - b. the act, error, omission, or failure, or interdependent series of acts, errors, omissions, or failures that constitutes or causes such **Custodian Breach** does not also cause additional data breaches of other third parties beyond any Impacted Party.

**Widespread Severe Known Vulnerability Exploit** means a **Widespread Trigger** involving the exploitation of a vulnerability in software, which as of the first known date of such exploitation is:

1. listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

**Widespread Severe Zero Day Exploit** means a **Widespread Trigger** involving the exploitation of a vulnerability in software, other than a **Widespread Severe Known Vulnerability Exploit**, which within 45 days of an associated **Cyber Incident** being reported to the **Insurer**:

1. becomes listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. is assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

**Widespread Software Supply Chain Exploit** means a **Widespread Trigger** involving the introduction of malware, a backdoor, or other vulnerabilities into an **Insured's Computer System** or **Shared Computer System**, via malicious insertion of source code into software which is:

1. distributed to multiple customers of the software developer;
2. not custom-developed specifically for any single customer, including an **Insured**; and
3. designated as trusted by a digital certificate, such as a Software Publisher Certificate (SPC).

4. Section VI, Limits of Insurance, is amended by adding the following:

- LIMITS OF INSURANCE FOR LIMITED IMPACT EVENTS AND WIDESPREAD EVENTS

With respect to coverage afforded under Insuring Agreements A-E, and subject to this Section VI:

1. The **Insurer's** maximum limit of insurance for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Limited Impact Event** under Insuring Agreements A, B, C, D, or E, shall be the applicable limits of insurance for such Insuring Agreement shown in Item 4 of the Declarations.
2. The **Insurer's** maximum limit of insurance for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Widespread Event** shall be the applicable **Widespread Event** Limit of Insurance shown in Item 4 of the Declarations, as amended by this endorsement.
3. The **Widespread Event** Limits of Insurance shall be part of, and not in addition to, the applicable Limit of Insurance shown in Items 4A-E of the Declarations, and shall never serve to increase such Limits of Insurance, or add coverage under any Insuring Agreement for which no Limit of Insurance is provided.
4. The **Widespread Event** Limits of Insurance shall be part of, and not in addition to, the Maximum Policy Limit of Insurance shown in Item 3 of the Declarations.

5. Section VII, Retention, is amended as follows:

- a. The title of this section is amended by deleting the term "Retention" and replacing it with the phrase "Retention and Coinsurance".
- b. The following subsection is added:
  - COINSURANCE

With respect to any Sub-Limited Coverage Extension for **Widespread Events** for which a Coinsurance percentage is shown in Item 4 of the Declarations, as amended by this endorsement, after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the applicable percentage of all **Costs, Damages, and Claims Expenses** set forth in the Coinsurance shown in Item 4 of the Declarations ("**Insured's** Coinsurance"), and the **Insurer's**

liability for **Costs, Damages, and Claims Expenses** under such Insuring Agreement shall apply only to the remaining percent of such **Costs, Damages, and Claims Expenses**. Payments of any **Costs, Damages, or Claims Expenses** by an **Insured** under the **Insured's** Coinsurance percentage shall not reduce the applicable Limits of Insurance or the Maximum Policy Limit of Insurance. Only the portion of any such **Costs, Damages, or Claims Expenses** paid by the **Insurer** shall reduce the foregoing limits of insurance. If Coinsurance applies to more than one type of **Widespread Event**, the lowest applicable limit of insurance shall apply for purposes of Coinsurance.

6. Section X, Proof of Loss For First Party Insuring Agreements, is deleted in its entirety and replaced with the following:

X. DUTIES IN THE EVENT OF A CYBER INCIDENT

In the event of a **Cyber Incident**, the **Insureds** shall take every reasonable step to mitigate loss, continue operations, preserve any contractual rights or remedies, and protect and preserve any property, **Computer Systems**, logs, books and records, reports or evidence (collectively, "Elements of Proof"), which may be reasonably necessary for examination in the adjustment of any **Cyber Incident**. To the extent that the **Insureds** incur expenses to protect and preserve any Elements of Proof, such expenses shall be covered under the definition of **Cyber Incident Response Expenses** with **Insurer's** prior consent.

A. PROOF OF LOSS

1. The **Insured** shall, upon request, render a sworn Proof of Loss to the **Insurer** outlining full particulars of any **Cyber Incident** as soon as practicable after such **Cyber Incident** is reported to the **Insurer** pursuant to Section VIII, Notice. If requested, such Proof of Loss shall include the written reports of any service providers who participated in the investigation or response to such **Cyber Incident**, including the **Cyber Incident Response Team** or any **Non-Panel Response Provider**, or any written reports or correspondence to or from any law enforcement, governmental authority or agency, industry regulatory body, or similar entity.
2. The Proof of Loss shall provide full details of any amounts requested for reimbursement or payment, and shall detail how such amounts were calculated, what assumptions have been made, and any relevant documentary evidence that substantiates the Proof of Loss.
3. The **Insureds** shall cooperate with, and provide any additional information reasonably requested by the **Insurer** in its investigation of any **Cyber Incident**, and shall permit and facilitate the **Insurer's** investigation and audit of any Elements of Proof relevant to the adjustment of any **Cyber Incident**, including any information requests from third party service providers on behalf of the **Insurer**.
4. In no event shall the **Insured** be obligated to provide information specifically subject to a Written Gag Order to the **Insurer**, while such Written Gag Order is in full force and effect. However, such information may be requested by the **Insurer** as part of the Proof of Loss, as soon as such Written Gag Order is no longer in full force or effect.

B. RIGHT TO INSPECT

The **Insurer** or a third party acting on behalf of the **Insurer** shall be permitted but not obligated to inspect, assess, and audit the **Insured's** Elements of Proof relevant to the adjustment of any **Cyber Incident**, provided this right to inspect shall not constitute any undertaking on behalf of, or to benefit, any **Insured**. Any additional expense related to such inspection shall be borne by the **Insurer** and will not erode any Limits of Insurance under this **Policy**.

C. ADJUSTMENT AND LOSS PAYMENT

1. The **Insurer** may rely on the Proof of Loss, Elements of Proof, and any independent evidence in determining whether any **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**. Such independent evidence may include information in the public domain or non-public information gathered in the **Insurer's** investigation, including any reports from relevant third parties, such as government agencies, computer service providers, or

computer forensic firms, that detail or discuss the **Cyber Incident**, including its cause and scope. Any expense incurred to obtain any such independent evidence shall be borne by the **Insurer** and will not erode any Limits of Insurance under this **Policy**.

2. **Cyber Incident Response Expenses** shall be covered under Insuring Agreement A under the Limit of Insurance applicable to a **Limited Impact Event**, up until the earlier point in time that:
  - a. the **Insured** obtains, or reasonably should have obtained, facts or evidence that would reasonably indicate that the **Cyber Incident** is a **Widespread Event**; or
  - b. the **Insurer** actually determines a **Cyber Incident** to be a **Widespread Event** based upon Proof of Loss, Elements of Proof, or any independent evidence.

After such point in time, further **Cyber Incident Response Expenses** incurred shall be covered under Insuring Agreement A under the Limit of Insurance applicable to a **Widespread Event**.

3. If the **Insurer** determines that it is impossible or impracticable to reach a determination of whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insurer** may at any time, in its sole discretion, deem such **Cyber Incident** to be a **Limited Impact Event**, and adjust the **Cyber Incident** accordingly.
  4. With respect to Insuring Agreement B, the **Insurer** may rely on the Proof of Loss and any independent evidence, including the trends and circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Cyber Incident** not occurred, all material changes in market conditions or adjustment expenses which would affect the net profit generated, and potential income derived from substitute methods, in determining coverage for any **Business Interruption Loss, Contingent Business Interruption Loss, and Customer Attrition Loss**, if applicable. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** or **Non-Malicious Related Computer Act** on others.
  5. The **Insurer** will pay for covered **Costs** after receipt of the complete Proof of Loss, provided the **Insured** has complied with all the terms of this **Policy**, and the **Insurer** and the **Insureds** have agreed on the amounts due for reimbursement. So long as any relevant information is subject to a Written Gag Order, the adjustment of any such **Cyber Incident** shall be suspended, and the Proof of Loss shall be considered incomplete during this time.
  6. If the **Insurer** and the **Insureds** fail to agree on the amount of covered **Costs, Damages, and Claims Expenses** under this **Policy**, the **Insurer** may issue partial payment of any undisputed amounts, and the provisions set forth in Section XXII, Alternative Dispute Resolution, shall apply with respect to any disputed amounts.
- D. In the event that the **Insured** chooses not to provide a Proof of Loss or Elements of Proof to the **Insurer** in order for the **Insurer** to determine whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insured** and the **Insurer** agree that such **Cyber Incident** shall be considered a **Widespread Event** for purposes of coverage under this **Policy**. For purposes of this Subsection D, the **Insured's** failure to provide a Proof of Loss or Elements of Proof shall not be considered a violation of such **Insured's** duties under this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**BIOMETRIC PRIVACY SUBLIMIT ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended to include the following:

**Biometric Information** means any personally-identifiable biological indicators, including:

1. physical indicators such as retina, iris, fingerprint, facial, dental, or blood vessel geometry;
  2. chemical indicators such as DNA, RNA, or the chemical composition of bodily substances; or
  3. behavioral indicators such as signature, voice, or keystroke analysis.
2. Section III, Exclusions, subsection A, Exclusions Applicable To All Insuring Agreements, is amended to include the following exclusion:

- Biometric Privacy

alleging, based upon, arising out of, or attributable to:

- a. the collection, retaining, or use of any **Biometric Information**, without first:
  1. obtaining the consent of the person whose **Biometric Information** is at issue; and
  2. disclosing the purpose for the collection, retention, or use thereof to the person whose **Biometric Information** is at issue; or
- b. the disclosure (including the sale, lease, or trade) of any **Biometric Information**, other than as expressly requested in writing by the person whose **Biometric Information** is at issue.

However, this exclusion shall not apply to the collection, retention, use or disclosure of **Biometric Information**, as required by law; provided further that, subject to a limit of insurance of \$2,000,000, in the aggregate, this exclusion shall not apply to **Costs, Damages, or Claims Expenses**, including each such **Claim** alleging **Interrelated Incidents**. This sublimit is part of, and not in addition to: (i) the otherwise applicable limits of insurance set forth in Item 4 of the Declarations; and (ii) the Maximum Policy Limit of Insurance set forth in Item 3.B of the Declarations, and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

3. Section VII, Retention, is amended by adding the following:

- Solely with respect to that portion of any **Claim** which is covered pursuant to the proviso of the Biometric Privacy Exclusion, the retention shall be \$2,500. Item 4 of the Declarations is deemed amended to effect the purpose of this paragraph.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**PRIOR KNOWLEDGE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section III, Exclusions, subsection A, Exclusions Applicable To All Insuring Agreements, is amended by adding the following:

- Prior Knowledge  
alleging, based upon, arising out of, or attributable to any actual or alleged fact, circumstance, situation, transaction, event, or act, of which, as of the effective date of this **Policy**:
  - a. any natural person **Insured** had knowledge; and
  - b. such natural person **Insured** reasonably could have foreseen that such fact, circumstance, situation, transaction, event, or act did or could lead to an **Incident** or **Claim**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**MONEY EXCLUSION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section III, Exclusions, subsection B, Exclusions Applicable to Specific Insuring Agreements, is amended to add the following:

Money

solely with respect to Insuring Agreements E, and T, where applicable, alleging, based upon, arising out of, or attributable to any actual or alleged disappearance, theft, or other loss of money, securities, or cryptocurrencies:

- a. owned by any **Insured**;
- b. for which an **Insured** is legally obligated;
- c. held by any **Insured** in any capacity, regardless of whether such **Insured** is legally obligated; or
- d. for which any **Insured** fails to safeguard, including through the failure to prevent the dissemination, transmission, or communication of fraudulent payment instructions.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**COORDINATION OF COINSURANCE, RETENTION, AND LIMITS OF INSURANCE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the following Section, is added to the **Policy**:

- COORDINATION OF COINSURANCE, RETENTION, AND LIMITS OF INSURANCE

Notwithstanding anything in the Policy to the contrary, if a **Widespread Event, Neglected Software Exploit, Ransomware Encounter, or Non-Malicious Computer Related Act** is covered under more than one Insuring Agreement or Coverage Extension, only the single lowest applicable limit of insurance shall apply with respect to such **Widespread Event, Neglected Software Exploit, Ransomware Encounter, or Non-Malicious Computer Related Act** and the coinsurance and retention applicable to such limit shall also apply.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**EXTENDED REPORTING PERIOD ELECTION TIME PERIOD ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section V, EXTENDED REPORTING PERIOD, subsection B, is deleted and replaced with the following:

- B. Coverage for the **Extended Reporting Period** shall be only for **Claims** first made or **Incidents** first discovered during such **Extended Reporting Period** and arising from **Incidents** taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium shown in Item 7A of the Declarations, within Sixty (60) days following the effective date of termination or non-renewal.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**DUTY TO DEFEND A REGULATORY PROCEEDING**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that Section IX, Defense And Settlement, is amended as follows:

1. Subsection A is deleted and replaced with the following:
  - A. The **Insurer** shall have the right and duty to defend any **Claim** or **Regulatory Proceeding** brought against an **Insured**, even if such **Claim** or **Regulatory Proceeding** is groundless, false, or fraudulent.  
The **Insurer** shall consider the **Insured's** request regarding the appointment of counsel, but the **Insurer** shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** or **Regulatory Proceeding** as it deems necessary.
2. Subsection B is deleted in its entirety.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**ENHANCEMENT ENDORSEMENT FOR LAW FIRMS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended as follows:

- A. The definition of **Control Group Member** is deleted in its entirety and replaced with the following:

**Control Group Member** means, as applicable, an **Organization's** Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, Chief Technology Officer, General Counsel, Risk Manager, or Managing Partner, or the organizational or functional equivalent of such positions.

- B. The following definition is added:

**Lawyer's Professional Liability Insurance** means any valid and collectible insurance which covers liability arising out of an **Insured's** professional services as a lawyer and for which an **Insured** has obtained a policy specifically to cover liabilities arising out of such professional services.

2. Section IX, Defense and Settlement, is amended as follows:

- A. Subsection A is deleted and replaced with the following:

- A. It shall be the duty of the **Insured** and not the **Insurer** to defend any **Claim** or **Regulatory Proceeding** brought against an **Insured**.

The **Insurer** shall have the right, at its own costs, to effectively associate with the **Insured** in the investigation and defense of any **Claim** or **Regulatory Proceeding** as the **Insurer** deems necessary.

- B. Subsection B is deleted.

- C. Subsection D is deleted.

3. Section XI, Allocation, is deleted in its entirety and replaced with the following:

XI. ALLOCATION

- A. If a **Claim** includes **Damages, Claims Expenses, and Costs** that are covered under this **Policy** and loss that is not covered under this **Policy**, either because the **Claim** is made against both **Insureds** and others, or the **Claim** includes both covered allegations and allegations that are not covered, the **Insureds** and the **Insurer** shall allocate such amount between covered **Damages, Claims Expenses** and **Costs** and loss that is not covered based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered loss.

- B. If there is an agreement on an allocation of **Claims Expenses**, the **Insurer** shall reimburse, on a quarterly basis, **Claims Expenses**, allocated to **Damages, Claims Expenses, and Costs**. If there can be no agreement on an allocation of **Claims Expenses**, the **Insurer** shall reimburse, on a quarterly basis, **Claims Expenses**, which the **Insurer** believes to be covered under this **Policy** until a different allocation is negotiated, arbitrated or judicially determined.

- C. Any negotiated, arbitrated, or judicially determined allocation of **Claims Expenses** on account of any **Claim** shall be applied retroactively to all **Claims Expenses**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Claims Expenses** on account of any **Claim** shall not apply to or create any presumption with respect to the allocation of other **Damages, Claims Expenses, and Costs** on account of the **Claim** or any other **Claim**.

4. Section XII, Other Insurance, is amended by adding the following:

Notwithstanding anything to the contrary in this **Policy**, if any **Damages** or **Claims Expenses** covered under this **Policy** are also covered under any **Lawyer's Professional Liability Insurance**, or any policy(s) stated to be specifically excess of such policy(s) (collectively, "**Other Policies**"), then this **Policy** shall specifically be treated as excess insurance over such **Other Policies** with respect to such **Damages** or **Claims Expenses**. This **Policy** shall cover such **Damages** or **Claims Expenses**, subject to the **Policy** terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount afforded under the **Other Policies**, whether such **Other Policies** are stated to be primary, excess, contributory, contingent, or otherwise.

However, this **Policy** shall cover **Costs**, subject to the **Policy** terms and conditions, on a primary basis to the **Other Policies**, whether such **Other Policies** are stated to be primary, excess, contributory, contingent, or otherwise.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**AMENDATORY ENDORSEMENT – MICHIGAN**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**This endorsement modifies insurance provided under the following:**

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY  
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that this **Policy** is amended as follows:

1. Section VIII, Notice, is amended by adding the following:

Notice of **Claim** given by or on behalf of the **Named Insured** to any licensed agent of the **Insurer** in the State of Michigan, with particulars sufficient to identify the person or entity entitled to coverage under this **Policy**, shall be deemed to be notice to the **Insurer**, provided that such notice is given in accordance with the terms and conditions of this Section VIII, and all other applicable provisions of this **Policy** for notice to the **Insurer**.

Failure by an **Insured** to give notice within a prescribed time will not invalidate any coverage that would have been available under this **Policy** if it is shown that it was not reasonably possible to give such notice within the prescribed time, and that notice was given as soon as reasonably possible.

2. Section XV, Termination Of This Policy, is amended by adding the following:

If this **Policy** is terminated by the **Named Insured** or the **Insurer**, the minimum earned premium shall be the greater of the pro rata amount of the annualized premium or twenty-five dollars (\$25). Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of a notice of termination, but such payment shall be made as soon as practicable thereafter.

3. Section XXII, Alternative Dispute Resolution, is amended by deleting the first sentence of subsection D and replacing it with the following:

Either ADR process shall take place under the laws of the State of Michigan and is to be held in the county in which the **Named Insured** is located unless an alternate county in the state is mutually agreed upon by the **Named Insured** and the **Insurer**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2025

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).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (888) 202-3007	<b>FAX (A/C. No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hiscox Insurance Company Inc	10200	
<b>INSURED</b> Stoltman Law, PLLC 702 Church St Flint, MI 48502	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P105.357.750.1	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			P105.357.750.1	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CGL HNOA Limit (per occurrence) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**
 Genesee County  
 324 S. Saginaw 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

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# Genesee County

## Staff Report

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

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**File #:** RES-2025-2225

**Agenda Date:** 9/3/2025

**Agenda #:** 15.

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

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"), has adopted an Appointment Policy, no. 01.002, (the "Policy"); and

WHEREAS, this Board wishes to amend said Policy to exempt County Commissioners from having to submit an application for an appointment to a vacant position or from having to re-submit an application for re-appointment to an incumbent position they hold.

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes amending the Application Section of the Appointment Policy by adding the following sentence: "Any County Commissioner wishing to be considered for an appointment under this policy is exempt from the application requirements of Section 5, is exempt from the re-application requirements of Section 6, and shall have their name automatically included as a nominee on the Board Agenda under Section 8."



## 01.002: Appointment Policy

Effective: 01/29/2025 – RES-2025-0072

### **Purpose:**

The Board of County Commissioners (“this Board”) desires a comprehensive policy for filling appointed positions by this Board to the various authorities, boards, commissioners, organizations, or public bodies as those appointments are allowed or required by Michigan law, County Policy, or practice. This policy is separate from and does not govern processes related to appointing County personnel.

### **Authority and Responsibility:**

The Appointments Committee of the Board of County Commissioners.

### **Application:**

The Board hereby implements the following policy and procedures for the process of notification, publication of opportunities, prerequisites, application, selection, nomination, voting, and removal of appointed positions.

### **Policy:**

The following procedure will be used for all public appointments.

1. **Notification:** At least two months prior to the expiration of a term for any position, a list of opportunities will be forwarded to the Appointments Committee (“the Committee”).
2. **Approval to Notify:** After review of possible openings by the Committee, approval will be given to notify the public of appointment opportunities.
3. **Advertisement:** Upon approval, the appointment opportunity will be advertised for 1 month. At minimum, the following entities will be notified and mediums used to announce the upcoming vacancy:
  - a. Notice to all local units of government
  - b. Advertisement on all county social media platforms
  - c. News release to all local media outlets
  - d. Other entities and mediums that will further notify the public of appointment opportunities
4. **Prerequisites:** Any individuals to be considered for appointment, and those ultimately appointed, by this Board must meet the following prerequisite qualifications and the individual:



- a. Shall be a resident of Genesee County, Michigan, and
  - b. Shall have been a resident of Genesee County, Michigan for not less than one (1) year immediately prior to consideration for appointment, and
  - c. Shall be a citizen of the United States of America and be a current registered voter in the County of Genesee and State of Michigan, and
  - d. Shall not have been convicted of a crime involving deceit, fraud, or dishonesty.
  - e. Shall not be delinquent on fines/fees/taxes to Genesee County.
5. **Application:** Application forms will be on the Genesee County Website. Interested parties may apply up to one year in advance of the expiration date of the current term of desired position. While we encourage use of the online form, applicants without access to the form may also mail the information to our office: Board Application, 1101 Beach St. Room 312, Flint MI 48502. To be considered, the following questions must be included in the application along with a letter of interest and resume:
- a. Why are you interested in serving on this board/commission?
  - b. What experience do you have that is related to the work of this board/commission?
  - c. How can you add value to this board/commission?
  - d. What factors in your life might limit your ability to serve?
  - e. What is your philosophy about diversity, equity, and inclusion?
  - f. Do you understand the Board of County Commissioners's priorities and values?
6. **Incumbents:** Incumbents are required to apply in the same manner as stated in Section 5 and will serve as the person's interest to serve another term. The following factors are taken into consideration when a term is expired:
- a. Attendance record
  - b. Length of term already served
  - c. Authority/Board/Commission input
7. **Applicant Review:** Once the application period has closed, all applications will be forwarded to all members of the Board. An ad hoc committee of the Appointments Committee, as determined by the Chairperson of the Appointments Committee, will review all applicants to determine if they are qualified based on this policy's prerequisites. As determined by the ad hoc committee, interviews may be conducted. A non-binding assessment of the applicants may be conducted by the ad hoc committee using a points system based on application questions.



8. **Selection:** When an appointment is to occur, all applicants shall be placed in a separate section on the Board Agenda for the first meeting following expiration of the position term, in compliance with Rule 2.3 of the Genesee County Board of County Commissioners Rules and Procedures. This specific section of the agenda shall include the name of the Authority, Commissioner, or Organization, the previous appointee and the expiration date of that term, and the length of the subsequent term of appointment.
  
9. **Nomination:** During a meeting of this Board, following along the meeting agenda, Commissioners will discuss the appointive positions that have expired or become vacant, and nominations will be taken for each position. Nominations may come from the floor and do not need to be seconded, however, only those people nominated shall be considered for appointment.
  
10. **Voting:** After all nominations have been made, a roll call will be taken in which each Commissioner of this Board shall state their vote by name. To be appointed, the applicant must receive a majority vote of the Commissioners elected and serving. If there are more than two (2) applicants for one position, and no applicants receive a majority, the two (2) applicants receiving the most votes will proceed to a second roll call vote. If there is only one (1) applicant, the roll call vote may be suspended, and voice vote can take place.
  
11. **Removal:** Any individual appointed by this Board may thereafter be removed by the concurring vote of a majority of this Board, subject to any legal limitations upon this Board's removal power if:
  - a. It is determined by this Board that the appointee did not possess all the qualifications required for appointment by Section 4 of this Policy.
  - b. For any reason as determined by the concurring majority of this Board.
  - c. It is determined that the appointee serves *ex officio*, and the elected term of office ends, the appointment also ends unless otherwise states within the appointing resolution.
  
12. **Publication:** On the Genesee County website, this Board, or its staff, shall publish, and at least annually update, a list of public appointments made by this Board. That list of appointed positions shall appear under a tab labeled "Appointments by the Board of Commissioners" at [www.geneseecountymi.gov](http://www.geneseecountymi.gov) and shall contain: 1) the title of the body, Authority, Commission, or Organization; 2) the names of the current appointees; 3) the start and expiration date of the appointment; 4) the compensation rate received as a member; and 5) the meeting normal frequency