

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(D)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$2,969,430.00

COMPANY'S NAME: Grady Memorial Hospital d/b/a Grady Health System

ADDRESS: 80 Jesse Hill Drive, SE

CITY: Atlanta

STATE: GA

ZIP: 30303

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: <u>12/20/2023</u> BOC NUMBER: <u>23-0946(D)</u>

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	GRADY HOSPITAL D/B/A GRADY HEALTH SYSTEM
DocuSigned by:	1 A . I
Robert L. Pitts	low laure
Robert⁵leA4Pitts, Chairman	John M. Haupert
Fulton County Board of Commissioners	Chief Executive Officer
ATTEST:	ATTEST:
DocuSigned by:	
Tonya R. Grier	Clean of the Vivas Dear
T5ffya⁴Rf⁴Grier	Secretary/
Clerk to the Commission cuSigned by:	Assistant Secretary
So COMPAN	
(Affix County Seal)	(Affix Corporate Seal)
Parties in the second s	
AUTHORIZATION OF RENEWAL:	ATTEST:
DocuSigned by:	
LaTrina R. Foster	Jeansatte Sur Dearming
La∓rina₁Foster, Director	Notary Public
Department of Behavioral Health &	
Developmental Disabilities	County: ROCKdale
	County: //outette
	MILLIAM
	Commission Expires 4
	SION E CONTRACTOR OF THE PROPERTY OF THE PROPE
	(Affix Notary Seal)
	07 % Z
	2026
Please select RCS or RM	
X RCS	RM O ALE CO.
A Res	ARY PULL
ITEM#: 23-0946 D RCS: 12/20/2023	ITEM#: RM:
RECESS MEETING	REGULAR MEETING

Insurance Certificate to be attached



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

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ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$4,208,688.44

COMPANY'S NAME: River Edge Behavioral Health Center

ADDRESS: 175 Emery Highway

CITY: Macon

STATE: GA

ZIP: 31217

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: 12/20/2023 BOC NUMBER: 23-0946(A)

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert 6.4 Pitts, Chairman

Fulton County Board of Commissioners

ATTEST:

-DocuSigned by:

Tonya R. Grier

Tonya⁴R^{7,64}Grier

Clerk to the Commission Clerk

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

DocuSigned by:

La Trina R. Foster

RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD

-DocuSigned by:

Cass Hatcher

Cass Hatcher

Chief Executive Officer

ATTEST:

DocuSigned by:

Johnne Sims

Secretary/86...

Assistant Secretary

(Affix Corporate Seal)



ATTEST:

JoAnne Sims

Notary Public

County: Jones

Commission Expires: $\frac{1/2/2027}{}$

(Affix Notary Seal)



 ITEM#:
 23-0946A
 RCS:
 12/20/2023
 ITEM#:
 xxx
 RM:
 xxx

 RECESS MEETING
 REGULAR MEETING



Certificate of Insurance

STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES CERTIFICATE OF INSURANCE

	dress of Agency		Coverage	s Afforded	By:	
	tment of Administrative Services Management Services		Company Letter	Α	State	of Ga. Risk Management Services
200 Pi Suite	iedmont Avenue SE 1220 West Tower a, Georgia 30334-9010		Company Letter	В	Grea	t American Insurance Company
Name and Ad	dress of Insured River Edge Behavioral Health		Company Letter	С		
175 Er	mery Hwy.		Company	D		
Macon	n,GA 31217		Company	Е		
contract or othe all the terms, ex described herei	is given as a matter of information only and confers no or document with respect to which this certificate may be colusions and conditions of such policy(ies). This certifien.	e issued or licate does no	may pertain, tot amend, ext	the insurance end or other	e afford rwise alf	ed by the policy(ies) described herein is subject to
COMPANY LETTER	TYPES OF INSURANCE		DLICY MBER	POLI EXPII		LIMITS APPLY SEPARATELY PER POLICY
Α	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured	TCP 4	101-14-24	6/30/2	2024	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED
Α	When sued in state courts. B EMPLOYEE LIABILITY POLICY. Employee is insured when sued	CGL 4	401-14-24	6/30/2	2024	PER PERSON \$1,000,000
	Individually. C STATE AUTHORITY POLICY. Coverage applies when Authority. is sued in federal court					AGGREGATE \$3,000,000
						OCCURRENCE POLICIES (X)
A	Contractual and/or Additional Insured Coverage app if policy A B C is checked COV. AUTOMOBILE LIABILITY COVERAGE	lies to Certifi	cate Holder			
	D Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee	TCP 4	101-14-24	6/30/2	2024	C.S.L PER PERSON \$1,000,000
	is sued in federal court					AGGREGATE \$3,000,000
	E Physical Damage Coverage					Other than Coll. 500 Ded. Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes no					LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
Α	H WORKER'S COMP. COVERAGE	SELF-INS	SURED	NONE		STATUTE
В	COV. MISC. COVERAGE I Property J Other Fidelity Bond	GVT 554-	-39-95-20	6/30/2024		\$50,000,000
Contractual L	NOF OPERATIONS/LOCATIONS/VEHICLES iability is NOT provided and the Certificate Holo ate assigned duties.	der is NOT	an additiona	al insured.	Covera	age applies to state employees while
	ON: cancellation of the policy(ies) described herein, Ristice to the certificate holder, however Risk Manage					
NAME	E AND ADDRESS OF CERTIFICATE HOLDER					DATE ISSUED:
	TO WHOM IT MAY CONCERN					Wach E. 1

AUTHORIZED REPRESENTATIVE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(F)

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RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$873,336.96

COMPANY'S NAME: Step Up on Second Street, Inc.

ADDRESS: 1989 Williamsburg Drive, Suite D

CITY: Decatur

STATE: GA

ZIP: 30303

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: <u>12/20/2023</u> BOC NUMBER: <u>23-0946(F)</u>

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	STEP UP ON SECOND STREET, INC. DocuSigned by:
Robert L. Pitts, Chairman	Toot wen
Fulton County Board of Commissioners	CEO and President
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
LaTrina Foster, Director Department of Behavioral Health &	Notary Public
Developmental Disabilities	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#:RM:
RECESS MEETING	REGULAR MEETING





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2023

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).

COVERAGES	OFFICIONE NUMBER - 000074005	DEVICION AUG	MDED.	
		INSURER F:		
		INSURER E :		
Step Up on Second Street, Inc 1328 2nd Street Santa Monica CA 90401		INSURER D :		
		INSURER C: Lloyd's of London		
INSURED	STEPUPO-01	ınsurer в : Nonprofits United Vehicle Insurance F	Pool	
		INSURER A: Philadelphia Indemnity Insurance Cor	mpany	18058
		INSURER(S) AFFORDING COVERAGE		NAIC#
Los Angeles CA 90017		E-MAIL ADDRESS:		
(LA) Heffernan Insurance Broker 811 Wilshire Blvd., Suite 810	S	PHONE (A/C, No, Ext): 213-622-6500	FAX (A/C, No): 213-78	5-6966
PRODUCER		CONTACT NAME:		

COVERAGES CERTIFICATE NUMBER: 892371395 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.

	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)	LIMIT	S
Α	X C	OMMERCIAL GENERAL LIABILITY	Υ		PHPK2572685	6/30/2023	6/30/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L	AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	X PO	OLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
	0.	THER:							\$
В	AUTON	MOBILE LIABILITY			2131	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	IA X	NY AUTO						BODILY INJURY (Per person)	\$
		WNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Y HI	IRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	X UI	MBRELLA LIAB X OCCUR			PHUB870912	6/30/2023	6/30/2024	EACH OCCURRENCE	\$5,000,000
	E)	XCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
1	DI	ED X RETENTION \$ 10,000							\$
		ERS COMPENSATION MPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANYPRO	OPRIETOR/PARTNER/EXECUTIVE T/N	N/A					E.L. EACH ACCIDENT	\$
	(Manda	R/MEMBER EXCLUDED?	, ۸					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, do	lescribe under IPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A A C	Crime Sexual Cyber	Abuse/Molestation			PHSD1845628 PHPK2572685 KK912CYLA230	12/27/2023 6/30/2023 11/1/2023	12/27/2024 6/30/2024 11/1/2024	Employee Dishonesty 1,000,000/Each Occ. see below	1,000,000 3,000,000/ Agg

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

Cyber Policy

Lloyds of London - Policy# KK912CYLA230 - Effective: 11/01/2023 - 11/01/2024 Cyber Incident Response - Limits of Liability \$2,000,000

Deductible: \$10,000

Cyber Crime Limits of Liability \$250,000

Deductible: \$10,000

RE: As Per Contract Or Agreement On File With The Insured. Fulton County Georgia BHDD is included as additional insured on the General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Georgia BHDD 141 Pryor Street SW	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Atlanta, GA 30303	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

A. Extended Property Damage

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

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

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

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

C. Non-Owned Watercraft

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

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

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

D. Damage to Property You Own, Rent or Occupy

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

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

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

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

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

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

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

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

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

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

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

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

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

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

F. HIPAA

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

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

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

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

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

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

b. Criminal Acts

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

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

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

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

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

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

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
 - **a.** \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

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

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

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

- **1. b.** is deleted in its entirety and replaced by the following:
- b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

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

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

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

K. Key and Lock Replacement – Janitorial Services Client Coverage

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

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

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

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

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

while that person is subject to your direction and control and performing services for you.

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

L. Additional Insureds

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

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

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

- **a.** Coverage under this provision is afforded until the end of the policy period.
- **2.** Each of the following is also an insured:
 - a. **Medical Directors and Administrators** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

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

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- **d. Funding Source** Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

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

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- **f. Managers**, **Landlords**, **or Lessors of Premises** Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- **(2)** Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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

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

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

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

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

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

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

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

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

- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

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

a. is amended to include:

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

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

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

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

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

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

O. Transfer of Rights of Recovery Against Others To Us

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

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

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

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

P. Liberalization

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

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

Q. Bodily Injury - Mental Anguish

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

"Bodily injury" means:

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

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

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

- **1. SECTION V DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

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

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

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

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(F)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$873,336.96

COMPANY'S NAME: Step Up on Second Street, Inc.

ADDRESS: 1989 Williamsburg Drive, Suite D

CITY: Decatur

STATE: GA

ZIP: 30303

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: 12/20/2023

BOC NUMBER: 23-0946(F)

SIGNATURES: SEE NEXT PAGE

FULTON COUNTY, GEORGIA

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

STEP UP ON SECOND STREET,

—Docusigned by: Robert L. Pitts	INC. Docusigned by: tod Lipka
Robert⁵16.41Pitts, Chairman	Tod Lipka ²
Fulton County Board of Commissioners	CEO and President
ATTEST: —DocuSigned by:	ATTEST:
Tonya R. Grier	
TomvacR®®Grier	Secretary/
Clerk to the Commission DocuSigned by:	Assistant Secretary
g or compte	,,,,,,
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
— DocuSigned by:	
La Trina R. Foster	*Spe Notary Attachment
La frina Foster, Director	Notary Public
Department of Behavioral Health &	
Developmental Disabilities	County: Los Angeles, CA
	Commission Expires: Aug 3,2025
	(Affix Notary Seal)
Please select RCS or RM	from the checkbox
X RCS	RM
17-14 23-09/6 E 12/20/2022	
ITEM#: 23-0946 F RCS: 12/20/2023	ITEM#:RM:
RECESS MEETING	REGULAR MEETING



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

X6040460460460460460460460460460460460460	
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California	
County of Los Angeles	
On Jan 8, 2024 before me, Kelly D	. Rodriguez, A Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Tod Lipka	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), ed, executed the instrument.
of	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct.
Notary Public - California Los Angeles County Commission # 2369477	ignature Signature of Notary Public
	ONAL ————————————————————————————————————
	nformation can deter alteration of the document or
Description of Attached Document Title or Type of Document: Contract Renewal A Document Date: Jan 8,2024 Signer(s) Other Than Named Above:	Agreement Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Tod Lipka Corporate Officer — Title(s): President/ CEO Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(C)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$924,054.53

COMPANY'S NAME: The Summit Counseling Center, Inc.

ADDRESS: 2750 Alabama Road, Suite 200

CITY: Johns Creek

STATE: GA

ZIP: 30022

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: <u>12/20/2023</u> BOC NUMBER: <u>23-0946(C)</u>

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	THE SUMMIT COUNSELING CENTER, INC.
DocuSigned by:	DocuSigned by:
Robert L. Pitts	David M. Smith, LPC/CPCS
`Rớbert L⁴Pitts, Chairman	David M. Smith, LPC, CPCS
Fulton County Board of Commissioners	Executive Director
ATTEST: Please select Attest or Not	ary from checkbox x Attest Notary ATTEST:
DocuSigned by:	
Tonya K. Grier	Helen Caudill, Secretary
Tonya R. Grier	Secretary/
Clerk to the Commission cuSigned by:	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal) The DS
AUTHORIZATION OF RENEWAL:	ATTEST:
DocuSigned by:	
La Trina R. Foster	
LaTrina Poster, Director	Notary Public
Department of Behavioral Health & Developmental Disabilities	Notary I ublic
	County:
	Commission Expires:
	(Affix Notary Seal)
Please select RCS or RM	from the checkbox
X RCS	RM
ITEM#: ²³⁻⁰⁹⁴⁶ RCS: ^{12/20/2023}	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



Insurance Certificate to be attached

SUMMICOUN

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer any rights to the certificate holder in fieu c	· ,			
PRODUCER	CONTACT Anne Wittle			
USI Insurance Services, LLC CL	PHONE (A/C, No, Ext): 800 849-0942	FAX (A/C, No):		
1 Concourse Pkwy NE	E-MAIL ADDRESS: anne.wittle@usi.com			
Suite 700	INSURER(S) AFFORDING COVERAGE	GE NAIC#		
Atlanta, GA 30328	INSURER A: GuideOne Insurance Company	15032		
INSURED THE CONTROL OF THE CONTROL O	INSURER B: Technology Insurance Company, Inc. 42376			
The Summit Counseling Center, Inc. 2750 Old Alabama Rd., Suite 200 Johns Creek, GA 30022	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

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	SR FR TYPE OF INSURANCE			DDL SUBR ISR WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
Α	X	COMMERCIAL GENERAL LIABILITY	Χ	X	010035741	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000		
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000		
								MED EXP (Any one person)	\$5,000		
								PERSONAL & ADV INJURY	\$1,000,000		
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000		
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000		
		OTHER:							\$		
Α	AUT	OMOBILE LIABILITY	X	X	010035744	01/01/2024		COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	ANY AUTO						BODILY INJURY (Per person)		\$		
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$		
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
									\$		
Α	X	UMBRELLA LIAB X OCCUR	X	X	010035745	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000		
	EXCESS LIAB CLAIMS-MADE		EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$2,000,000			
		DED X RETENTION \$2500							\$		
В		KERS COMPENSATION EMPLOYERS' LIABILITY		X	TWC4282245	07/01/2023	07/01/2024	X PER OTH- STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A					E.L. EACH ACCIDENT	\$500,000		
	(Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$500,000		
Α	A Profesional Liab			X	010035741	01/01/2024	01/01/2025	\$1,000,000 / \$3,000,000			
Α	A Sexual Misconduct			X	010035741	01/01/2024	01/01/2025	\$1,000,000 / \$3,000,000			

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

Additional Insured & Waiver of Subrogation applies to: Fulton County Government, its Officials, Officers and Employees. Umbrella Policy is Follow Form and provides coverage above the Professional Liability and Sexual Misconduct Liability.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Suite 1168	AUTHORIZED REPRESENTATIVE
Atlanta, GA 30303-3459	Paula B Bulman

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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(E)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$800,000.00

COMPANY'S NAME: Health Connect America (HCA) d/b/a Georgia Hope

ADDRESS: 508 Autumn Springs Ct, Unit A

CITY: Franklin

STATE: TN

ZIP: 37067

This Renewal Agreement No. $\underline{1}$ was approved by the Fulton County Board of

Commissioners on BOC DATE: <u>12/20/2023</u> BOC NUMBER: <u>23-0946(E)</u>

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	HEALTH CONNECT AMERICA (HCA) D/B/A GEORGIA HOPE						
DocuSigned by:	DIBIA GEORGIA HOPE DocuSigned by:						
Robert L. Pitts	Miran Sade-						
Robert L. Pitts, Chairman	Nikki Raymond						
Fulton County Board of Commissioners	Chief Executive Officer						
ATTEST: Please select Attest or Notar	ry from checkhox X Attest Notary						
Docusigned by: Towya K. Griv	Ohaana Artis						
- <u> </u>	Sharon Artis						
Tonya®R4®Grier Clerk to the Comm iss ionocuSigned by:	Secretary/ Assistant Secretary — DocuSigned by:						
Cierk to the Communication by:							
(Affix County Seal)	(Affix Corporate Seal) GEORGI/						
AUTHORIZATION OF RENEWAL:	ATTEST:						
DocuSigned by:							
La Trina R. Foster							
LaTrina Foster, Director	Notary Public						
Department of Behavioral Health & Developmental Disabilities	·						
Developmental Disabilities	County:						
	Commission Expires:						
	(Affix Notary Seal)						
Please select RCS or RM	from the checkbox						
V DCS	PM						
X RCS	RM						
ITEM#: 23-0946 E RCS: 12/20/2023	ITEM#: RM:						
RECESS MEETING	REGULAR MEETING						



Insurance Certificate to be attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2023

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

tilis cei	this certificate does not come rights to the certificate holder in fled of such endorsement(s).										
PRODUCER	Lockton Companies CONTACT NAME:										
	3280 Peachtree Road NE, Suite #1000	PHONE FAX (A/C, No, Ext): (A/C, No):									
	Atlanta GA 30305 (404) 460-3600	E-MAIL ADDRESS:									
	(101) 100 2000	INSURER(S) AFFORDING COVERAGE	NAIC #								
		INSURER A: Capital Specialty Insurance Corporation	10328								
INSURED	Pearl HCA, Inc.	INSURER B : Progressive Casualty Insurance Company	24260								
1523438	Health Connect America, Inc.	INSURER C: Landmark American Insurance Company	33138								
	508 Autumn Springs Court	INSURER D: Accident Fund Insurance Co of America	10166								
	#2A	INSURER E: SEE ATTACHMENT									
	Franklin TN 37067	INSURER F:									
COVERAGES Main CERTIFICATE NUMBER: 10472220 PEVISION NUMBER: YYYYYYY											

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		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	HS2022214302	4/15/2023	4/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 50,000
	X	Retention: \$100,000						MED EXP (Any one person)	\$ 5,000
	05	ACODECATE LIMIT ADDITED DED						PERSONAL & ADV INJURY	\$ 1,000,000
	X	N'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000 \$ 1,000,000
		OTHER:							\$
В	AU	TOMOBILE LIABILITY	Y	Y	613461	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	\$ XXXXXXX
	AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ XXXXXXX
		AUTOS ONLY AUTOS ONLY						(Per accident)	\$ XXXXXXX
	-								\$ XXXXXXX
С	X	UMBRELLA LIAB X OCCUR	Y	Y	LHZ802856	4/15/2023	4/15/2024	EACH OCCURRENCE	\$ 2,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 4,000,000
		DED RETENTION \$							\$ XXXXXXX
D		RKERS COMPENSATION DEMPLOYERS' LIABILITY Y / N		N	UH WCP 100092189 01	3/31/2023	3/31/2024	X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Е	See	Attached:	N	N	See Attached			'	

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

Hired/Non-Owned Auto is included at \$1M/\$3M under the Capital Specialty Policy HS2022214302. RE: REQUEST FOR PROPOSAL: 22RFP038A-CJC. Fulton County Behavioral Health Network For Behavioral Health & Developmental Disabilities The Excess Liability policy applies on a Claims Made Basis over the Professional Liability and Occurrence Basis on the General Liability sections of the Primary Liability policy. Fulton County Government, its Officials, Officers and Employees are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, and Umbrella Liability policies. Insurance evidenced herein is Primary/Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER	CANCELLATION See Attachments
19473230 Fulton County Government Attn: Purchasing Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
130 Peachtree Street, S.W. Suite 1168 Atlanta GA 30303-3459	AUTHORIZED REPRESENTATIVE

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,
A Waiver of Subrogation is granted in favor of Fulton County Government where applicable in accordance with policy provisions. The Excess Liability policy applies on a Claims Made Basis over the Professional Liability and Occurrence Basis on the General Liability sections of the Primary Liability policy. The Automobile policy has a policy aggregate limit of \$3,000,000 with \$1,000,000/Occ.
\$3,000,000 with \$1,000,000/Occ.

ACORD 25 (2016/03) Certificate Holder ID: 19473230

Schedule of Insurance: Pearl HCA, Inc.

Coverage	<u>Carrier</u>	Policy Number	Policy Term	<u>Limits</u>
Professional Liability	CapSpecialty	HS2022214302	4/15/2023-24	Each Occurrence: \$2,000,000 General Aggregate: \$4,000,000 Retention: \$100,000 ** GA and FL have \$1M/\$3M sub-limits **
Sexual Misconduct	CapSpecialty	HS2022214302	4/15/2023-24	Each Occurrence: \$2,000,000 General Aggregate: \$4,000,000 Retention: \$100,000 ** GA and FL have \$1M/\$3M sub-limits **
Cyber Liability	Coalition Insurance Solutions, Inc.	C-4LQ7-076879-CYBER-2022	12/01/2022-23	Policy Aggregate: \$5,000,000 Retention: \$100,000

Pearl HCA, Inc. Additional Name Insured Addendum

Pearl HCA, Inc.
Health Connect America, Inc. (Tennessee)
Health Connect America, Inc. d/b/a KEYS Academy
Healing Educational Alternatives for Deserving Students, LLC (Florida)
Family and Children First, LLC (Georgia)
North Star Counseling of Central Florida, LLC (Florida)
ABS LINCS VA d/b/a First Home Care (Virginia)
Pinnacle Acquisition, Inc. (DE)
Pinnacle Family Services Holdings LLC (DE)
Pinnacle Family Services LLC (DE)
Pinnacle Family Services of Florida LLC (DE)
Pinnacle Family Services of North Carolina LLC (DE)
Pinnacle Family Services of Tennessee LLC (DE)
Pinnacle Family Services of South Carolina LLC (DE)
Specialized Youth Services of Virginia LL&B ILC
BREC Academy
Shenandoah Academy



VALUED CERTIFICATE HOLDER

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the methods below, referencing Certificate Number that is listed in the Certificate Holder box just above the Certificate Holder Name or in middle section just below the Insured box towards the top "CERTIFICATE NUMBER: ".

Email: <u>SE-EDelivery@lockton.com</u>
Include the Certificate ID number
Subject line: TSU E-Delivery

If you no longer need this certificate, please contact us at the email address above, reference the Certificate Holder ID number and use this subject line: "Certificate Removal"

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Behavioral Health and Developmental Disabilities

BID/RFP# NUMBER: 22RFP038A-CJC(B)

BID/RFP# TITLE: Fulton County Behavioral Health Network

ORIGINAL APPROVAL DATE: November 2, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 – December 31, 2024

RENEWAL OPTION #: 1 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$3,587,901.00

COMPANY'S NAME: Chris 180, Inc.

ADDRESS: 1017 Fayetteville Road, Suite B

CITY: Atlanta

STATE: GA

ZIP: 30316

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: 12/20/2023 BOC NUMBER: 23-0946(B)

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	CHRIS 180, INC
DocuSigned by:	DocuSigned by:
Robert L. Pitts	kathy COLBENSON
Riobert L. Pitts, Chairman	Kathy Colbenson
Fulton County Board of Commissioners	Chief Executive Officer
	or Notary from checkbox χ Attest Notary
ATTEST:	ATTEST:
DocuSigned by:	
Tonya K. Grier	Patrice S. Counts
Tōnya'R:'Grier	Secretary/
Clerk to the Commission ocu Signed by:	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
DocuSigned by:	
LaTrina R. Foster	
Latrina Foster, Director	Notary Public
Department of Behavioral Health & Developmental Disabilities	
·	County:
	Commission Expires:
	(Affix Notary Seal)
Please select RCS or RM fr	om the checkbox
X RCS	RM
ITEM#: 23-0946 RCS: 12/20/2023	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



Insurance Certificate to be attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2023

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).

thi	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	UCER				CONTACT NAME: Bissy George						
	ling Seacrest Pritchard, Inc. Cumberland Pkwy.	PHONE (A/C, No, Ext): 404-949-1064 FAX (A/C, No):									
	e 400		ss: bgeorge@								
Atla	nta GA 30339					INS	URER(S) AFFOR	DING COVERAGE			NAIC#
					INSURE	RA: Berkshire	e Hathaway F	lomestate Compa	anies		
INSU				CHRI180-0C	INSURE	кв: Alliance	of Nonprofits	for Insurance			10023
CHRIS 180, Inc. 1030 Fayetteville Rd.					INSURER C:						
	nta GA 30316				INSURER D:						
					INSURER E :						
					INSURE	RF:					
CO	ERAGES CEI	RTIFIC	CATE	NUMBER: 1171585461				REVISION NUM	IBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION											
						DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,					
	CLUSIONS AND CONDITIONS OF SUCH	BEEN F									
NSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
В	X COMMERCIAL GENERAL LIABILITY	Υ	Y	2023-61317		11/1/2023	11/1/2024	EACH OCCURRENC	_	¢ 1 000	000

\$ 1,000,000 DAMAGE TO RENTED CLAIMS-MADE X OCCUR \$500.000 PREMISES (Ea occurrence) MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$3,000,000 PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$3,000,000 \$3,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$1,000,000 В 2023-61317 11/1/2023 11/1/2024 ANY AUTO Χ BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY HIRED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE Χ AUTOS ONLY (Per accident) **AUTOS ONLY** \$5,000 Liability Deductible **UMBRELLA LIAB** В Χ Χ 2023-61317-UMB 11/1/2023 11/1/2024 \$5,000,000 OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE \$5,000,000 **AGGREGATE** DED X RETENTION \$ 0 WORKERS COMPENSATION CHWC456260 1/1/2023 1/1/2024 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? \$500,000 E.L. EACH ACCIDENT N/A (Mandatory in NH) \$500,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below \$500,000 E.L. DISEASE - POLICY LIMIT Per Event/ Aggregate Per Claim/Aggregate Social Service Prof Liability Improper Sexual Conduct/Physical \$1M/\$3M 2023-61317 11/1/2023 11/1/2024 2023-61317-UMB \$1M/\$3M

DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an additional insured on the General Liability policy as per attached form ANI-RRG-E61 02 19 and Automobile Liability per ANI-E009 10 18. Waiver of Subrogation is included in favor of Certificate Holder for General Liability as per attached form ANIRRGE26 1117, Automobile Liability as per form CA0444 1013 and Workers' Compensation as per attached form WC 00 03 13. General Liability and Automobile Liability coverage provided for additional insured is primary and non-contributory with respect to any similar insurance held by the additional insured to the extent provided via form ANIRRGE61 0219 for General Liability and ANI-E009 10 18 for Automobile Liability. Umbrella policy is excess of General Liability, Automobile Liability, Employers Liability, Professional Liability and Improper Sexual Abuse subject to terms and provisions within policy.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government Attn: Purchasing Department 130 Peachtree St. SW Ste 1168 Atlanta GA 30303	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

NAMED INSURED: CHRIS 180, Inc.*

FORM: ANI-RRG-E26 11 17

DocuSign Envelope ID: 672E387F-0211-4F7B-9CC0-DAB9A40EBD59 NONPROFITS FOR

INSURANCE

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

ANI-RRG-E26 11 17 Page 1 of 1



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II A. 1. Who Is An Insured is amended to include as an additional insured, any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy but only for liability caused by your acts or omissions or the acts or omissions of those acting on your behalf and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.	

It is further understood and agreed that irrespective of the number of persons or entities named as insureds under this policy, in no event shall our limits of liability exceed the occurrence or aggregate limits as applicable by this policy's definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

ANI-E009 10 18 Page 1 of 1



POLICY NUMBER: 2023-61317

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SC	HE	DU	LE

Name of Person or Organization:	

A. Section II - WHO IS AN INSURED is amended to include:

- **4.** Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your negligent acts or omissions; or
 - **b.** The negligent acts or omissions of those acting on your behalf:

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III - LIMITS OF INSURANCE is amended to include:

- **8.** The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.
- C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - 4. Other Insurance
 - a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

ANI-RRG-E61 02 19 Page 1 of 2



POLICY NUMBER: 2023-61317

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

- 1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ANI-RRG-E61 02 19 Page 2 of 2

POLICY NUMBER: 2023-61317 Named Insured: CHRIS 180, Inc.* COMMERCIAL GENERAL LIABILITY

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not	I shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

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