

INSURANCE REQUIREMENTS

Certification of the following required insurance, which is written by (an) insurer(s) licensed or authorized to do business in Michigan and which have one of the four “A” ratings by The A.M. Best Company as of the date of this Service Contract, must be provided prior to execution of this contract and maintained as current throughout the term of the contract.

The Contractor agrees to maintain the following insurance pertaining to the operation of the program funded under this contract which shall include at least (check all that apply):

Workers’ Compensation:

Required for all Providers who meet the Federal requirements. Includes Employers’ Liability Coverage, in accordance with all applicable Statutes of the State of Michigan. (If Workers’ Compensation is not required, attestation must be on file with CMHSP.)

Commercial General Liability:

Comprehensive form including premises/operations and blanket contractual liability and products and completed operations. Minimum amounts:

\$1,000,000/occurrence and/or \$3,000,000 aggregate for Personal Injury, Bodily Injury and Property Damage: (Broad Form). Required for group homes, residential facilities, hospitals, etc., and anyone serving CMH clients in their facilities.

Comprehensive form including premises/operations and blanket contractual liability. Minimum amounts:

\$100,000.00/occurrence and/or \$300,000.00 aggregate for Personal Injury, Bodily Injury and Property Damage. Only acceptable for family home with licensee residing on site.

Automobile Liability (if applicable):

Michigan No-Fault coverage and residual liability. Comprehensive form covering owned, non-owned and hired automobiles. Minimum amounts: No-fault coverage statutory. Combined single limit of \$1,000,000.

Motor Vehicle Liability Insurance:

Anyone who transports individuals served by CMHSP will carry auto insurance including Michigan “No Fault” Coverage and residual liability and comprehensive form covering owned, non-owned, and hired automobiles. Minimum amounts: “No Fault” statutory coverage with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.

Employee Dishonesty Insurance (SUD Providers Only):

Anyone who handles the funds of any individual served by CMHSP will be covered by Employee Dishonesty insurance up to \$100,000 per loss. This coverage shall extend to loss of or damage to money, securities or other property of any individual served by CMHSP if the property is in the care, custody, or control of the Provider or of a subcontractor, or if the Provider or subcontractor, is legally liable for such money, securities, or other property.

Professional Liability: Coverage to extend to all operations and all employees hired or retained by the Provider and shall include contractual liability.

Category I (Psychiatrists, social workers, psychologists, RNs, Residential facilities with professional staff including Child Caring Institutions, hospitals, partial hospitalization programs, crisis residential programs, and Day Programs with professional staff including vocational and skill-building programs.)

Minimum \$1,000,000 per occurrence and \$3,000,000 aggregate.

Category II: (i.e., interpreters/translators, consulting physicians)

Minimum \$100,000 per occurrence and \$300,000 aggregate.

Umbrella/Excess Liability:

Corporations leasing vehicles from CMHSP to transport individuals served by CMHSP will carry \$1,000,000 per occurrence umbrella/excess liability coverage.

Contracted Non-Professionals: (e.g., consultants, trainers, software contractors, actuarial services, etc.)

No insurance required.

ADDITIONAL INSURED

The CMHSP shall be identified as an Additional Insured as necessary to protect its interests on any insurance policies referenced in the above paragraphs.

EXPIRATION OF POLICY

If, during the term of this Contract, any of the insurance coverages required above expire, otherwise terminate, or change substantially as to scope so as to make it no longer compliant with these requirements, the Provider shall deliver renewal certificates to the CMHSP at least fifteen (15) business days prior to the date of termination or change.