

Claim Services

EMC Risk Services (ERS) shall provide and shall have the authority and responsibility to provide the following claims adjusting and administration services ("Claim Service(s)") in connection with Claims occurring on and after the Effective Date of January 1, 2021 and ending when the Claims are closed, unless this Agreement is sooner terminated:

- 1) Perform the necessary investigation and documentation upon which to base a decision regarding liability and damages exposure, secure information required for the adjustment of each Claim
- 2) Make specific recommendations as to the disposition of the Claim
- 3) Analyze each Claim to determine Family's (Licensed Foster Family) rights against third parties, and, when appropriate, supervise subrogation of Claims
- 4) Negotiate and settle Claims where appropriate within ERS' judgment and consistent with its authority on behalf of Family
- 5) Compute the amount of any loss payments on the Claim, if any payment is warranted, issue such payment and maintain a record of all payments in each Claim file, based upon factual investigation and evaluation of Family's liability
- 6) In the course of providing Claim Services, in the event of any disagreement between ERS and Family as to directions provided to ERS by Family with respect to the investigation and/or adjustment of any Claim that ERS, in good faith, believes would violate any applicable law or subject any party hereto to liability under the applicable bad faith law of any applicable jurisdiction, ERS may investigate and/or adjust such Claim as it, in good faith, believes is appropriate and any dispute as to the investigation and/or adjustment of such claim shall be subject to arbitration, and/or discussion with HHS

Claim Settlement Authority

ERS shall have full authority to settle all Claims under this Agreement without the prior approval of Client, except those which involve or are expected to involve total expenditures of loss and associated costs in excess of amounts set forth in the **Claim Handling** section below, in which case ERS shall not settle the Claim without first obtaining the approval of HHS.

Claim Handling

- 1) Each licensed foster family will have a total annual loss limit of \$5,000 (regardless of number or type of claims)
- 2) Deductible per loss of \$150
- 3) Claims for losses related to bed bugs or other insect infestations will have an annual sublimit of \$1,000
- 4) Claims will only be paid for Personal or Real property damaged by a foster child while living in the home of a licensed foster family.

- 5) Damaged property may include:
 - a. Property owned by the foster family
 - b. Property owned by others
- 6) All claims must be submitted with the following information:
 - a. Notice of loss form (attached)
 - b. Picture(s) of damaged property
 - c. Receipt(s) for the replacement of damaged property (as similar as reasonably possible) **and/or**
 - d. Receipt(s) for the repair of damaged property from a licensed contractor **and/or**
 - e. Receipt(s) for the material(s) used by the foster family to repair the damaged property
- 7) Claims will not be paid through ERS for any liability-based claim that is not property damage related
- 8) Non-property-based liability, bodily injury, abuse, auto liability, or professional liability, etc. claims will not be paid by or adjusted by ERS.
- 9) All claims must be submitted within six months of the date of occurrence in order to be considered for reimbursement.