

RFP 44-24
Attachment 15 ~ City Insurance Requirements

1. **INSURANCE REQUIREMENTS.** PROVIDER shall, at its own cost and expense, acquire and maintain (and cause any independent contractors, sub-contractors, representatives or agents to acquire and maintain) during the term with the CITY, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the CITY reserves the right, but is not obligated, to review PROVIDER's deductible or self-insured retention, which may include requesting and reviewing PROVIDER's most recent annual report or audited financial statement, and to require that deductible or self-insured retention be reduced or eliminated.

Specifically PROVIDER must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum four (4) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, personal injury, death, property damage, premises operations, products/completed operations, products liability, contractual liability, and advertising injury, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage with minimum limits of \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) aggregate for PROVIDER and for any and all health professionals employed at the Wellness Center, including both employed and independent contractors. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, but no less than four (4) years, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage. Further, every physician shall acquire and maintain personal professional liability insurance in the amounts and with the claims-made policy provisions as required of PROVIDER outlined above. All medical professionals shall be required per contract to immediately notify PROVIDER of any issues which might provide reason for, or require, alteration or termination of professional liability insurance coverage. In the event of alteration or termination of coverage of a medical professional, PROVIDER agrees to promptly remove and replace such medical professional with another qualified medical professional with CITY approval.
- e. If PROVIDER is using its own property or the property of the CITY in connection with the performance of its obligations under this Agreement, then **Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

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- f. **Cyber Liability** coverage in an adequate amount to meet or exceed the requirements, including notification and monitoring, under Florida Statute 817.5681.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the PROVIDER will furnish the CITY with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the CITY as an "Additional Insured" on the General Liability, Property, and Cyber Liability policies. In addition when requested in writing from the CITY, PROVIDER will provide the CITY with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**CITY of Clearwater
Attn: Procurement Division, RFP #44-24
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. PROVIDER shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. PROVIDER's insurance as outlined above shall be primary and non-contributory coverage for PROVIDER's negligence.
- d. PROVIDER reserves the right to appoint legal counsel to provide for their defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to PROVIDER's design, equipment, or service. PROVIDER agrees that the CITY shall not be liable to reimburse PROVIDER for any legal fees or costs as a result of PROVIDER providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the CITY, and failure to request evidence of this insurance shall not be construed as a waiver of PROVIDER's, PROVIDER's independent contractors', representatives' or agents' obligation to provide the insurance coverage specified.