

Lehigh County Office of Aging & Adult Services
Insurance Requirements (Excerpts from current contract boilerplate)

XIII. INSURANCE

- A. The PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this contract, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the PROVIDER shall obtain any other insurance coverage as may be required by law.
1. Professional Liability Insurance
 - Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.
 - If PROVIDER is a Medical Professional, PROVIDER shall ensure that all conditions are met for eligibility for Catastrophe Loss Fund coverage.
 - Coverage for occurrences happening during the performance of services required under this contract shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one or two year period of exposure exists.
 2. Abuse/Sexual Molestation and Corporal Punishment
 - Limits of Liability: \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate.
 - Required if PROVIDER is responsible for the care, custody or control or placement for care of a client, such as daycare, residential placement, counseling, or therapy.
 3. General Liability Insurance
 - Limits of Liability: \$1,000,000 in the aggregate and per occurrence.
 - Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).
 4. Worker's Compensation and Employer's Liability Insurance
 - Limits of Liability: Statutory Limits.
 - Other States' coverage and Pennsylvania endorsement.
 5. Automobile Liability Insurance
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owner, non-owned and hired vehicles.
 - PROVIDER shall ensure that all staff operating said vehicles are licensed drivers and properly insured.
 6. Umbrella excess
 - \$5,000,000 per occurrence and \$5,000,000 aggregate for auto, general liability, employer's liability and professional liability.
- B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which are licensed to do business in the Commonwealth of Pennsylvania. The COUNTY requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the COUNTY at the time the contract is executed by the PROVIDER, and not later than ten (10) calendar days before work is begun. If the term of this contract coincides with the term of the PROVIDER'S insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the COUNTY no later than thirty (30) days after the effective date of the policy. Failure to submit current certificates of insurance will result in withheld payments.
- C. With the exception of Professional Liability, each policy and Certificate of Insurance shall contain: an endorsement naming the COUNTY as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced. COUNTY reserves the right to require Additional coverage for Professional Liability, and will notify PROVIDER in writing if it exercises this right.
- D. If the PROVIDER desires to self insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the PROVIDER'S insurance. Any coverage which is self insured shall provide the same coverage, limits and benefits as the coverages listed in this section.

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- E. If the PROVIDER fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.
- F. PROVIDER shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this contract.
- G. Any modification or waiver of the insurance requirements contained in this section shall be set forth in Appendix 'F'.