

Outagamie County - Department of Health and Human Services Insurance Requirements for Purchase of Services Contracts

Indemnification:

Provider agrees to, at all times during the existence of a contract, indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and services furnished by Provider under a contract. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.

Except as may be otherwise set forth herein, Purchaser shall not be liable to Provider, its employees, subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under a contract. Provider agrees that the indemnification and hold harmless provisions within a contract extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Provider shall notify Purchaser by registered mail within five business days.

Subcontractors:

Provider shall require each of their Subcontractors to take out and maintain, during the life of their subcontract, the same insurance coverages as required under the contract, including without limitation naming Purchaser, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers as additional insureds with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to Provider two (2) copies of all certificates of insurance in a form acceptable to Purchaser. Provider shall furnish one copy of each of the certificates of insurance, and any other evidence of insurance requested by Purchaser, to Purchaser prior to the commencement of any work to be performed by Provider or its Subcontractors. Purchaser reserves the right to immediately terminate the contract with no liability or obligation to Provider or its Subcontractors, if the subcontractor is not in compliance with these insurance requirements.

Proof of Insurance:

Provider must submit an active Certificate of Insurance with the contract and provide updated Certificate of Insurance documentation upon policy renewals.

Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

Minimum Insurance Coverage Requirements:

The insurance requirements herein are minimum requirements for a contract and in no way limit the indemnity covenants contained in a contract. Purchaser in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that might arise out of the performance of work under this contract by Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance. Provider agrees that in order to protect itself and the Purchaser, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions, it will at all times during the term of a contract provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

Worker's Compensation & Employer's Liability

Applicable State – Statutory Limits as Required by the State of Wisconsin

Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) – Statutory Limit

Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

*Note: Sole Proprietorship agencies with no employees are able to sign a Waiver for Worker's Compensation coverage.

Automobile Liability – Owned, Non-Owned, Hired

Bodily Injury and Property Damage Combined. In an amount not less than \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Provider's obligations under this contract.

Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

If Provider or Provider's Subcontractor's employees use personal vehicles to perform any services or work to be performed by Provider or Subcontractor under this contract, Provider will collect and retain a copy of the Certificate of Insurance (and any other documentation requested by the Purchaser) for Personal Automobile Liability coverage for each employee of Provider who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance and provide it to Purchaser upon request.

Commercial General Liability (Including Broad Liability Endorsement)

Bodily Injury and Property Damage Combined. In an amount not less than \$1,000,000 Each Occurrence. Personal Injury - \$1,000,000

Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

Umbrella or Excess Liability

In an amount not less than \$1,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages.

Professional Liability

In an amount not less than \$1,000,000 per claim or event. Provider shall maintain insurance covering negligent acts, errors and omissions, arising out of performance of, or the failure to perform, any professional services required under this contract. Additionally, Provider shall require its consultants and their sub-consultants, if any, to maintain professional liability insurance. If the policy coverage is a claims made policy and not occurrence based, then all such insurance coverages shall be maintained for a minimum of ten (10) years following completion or earlier termination of this contract.

Malpractice / Professional Liability – If Applicable

In an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. For claims made, the retroactive date of coverage for all policies in force during this contract shall be not later than the inception date of the contract. Coverage shall be extended beyond this contract and policy year either by a supplemental extended reporting period for at least two (2) years after the termination of this contract or by providing a retroactive date no later than the inception date of this contract for any policy issued within two (2) years after the termination of this contract.

Cyber/Privacy Liability

In an amount not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. If such policy is a “claims made” policy, all renewals thereof during the life of this contract shall include “prior acts coverage” covering at all times all claims made with respect to Provider’s services provided under this contract.

*Note: Small business vendors who do not have access to, retain, or maintain confidential client information may be eligible for a reduced Cyber/Privacy Liability limit.

INSURANCE REQUIREMENTS AT A GLANCE:

Coverage Type	Required Limit
Worker’s Compensation	Statutory
Comprehensive General Liability	\$1,000,000 BI / \$1,000,000 PD
Auto Liability	\$1,000,000 CSL
Professional Liability	\$1,000,000 Per Occurrence
Umbrella or Excess Liability	\$1,000,000 Per Claim
Cyber / Privacy Liability	\$1,000,000 Per Occurrence
Malpractice / Professional Liability	\$1,000,000 Per Occurrence / \$3,000,000 Aggregate

With sufficient justification, some vendors may be eligible for adjustments to these requirements