



Transforming Lives. Building Community Well-Being.

INSURANCE REQUIREMENTS AND ATTESTATIONS

The CONTRACTOR shall purchase and maintain insurance as listed below from a company, which is licensed and authorized to do business in the State of North Carolina by the North Carolina Department of Insurance. Insurance policies shall require that the coverage cannot be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days prior notice to the LME/MCO. Any loss of insurance shall be the basis of a payback to the LME/MCO for services billed during this period and may result in the termination of this Contract. All insurance requirements of this Contract must be fully met unless specifically waived in writing by LME/MCO.

- a. **Professional Liability:** The CONTRACTOR shall purchase and maintain professional liability insurance protecting the CONTRACTOR and any employee performing work under the Contract for an amount of not less than \$1,000,000.00 per occurrence and proof of coverage at or exceeding \$3,000,000.00 in the annual aggregate. Contractor shall provide to the LME/PIHP with Certificate(s) of Insurance (COI) or Change Endorsement(s) with the LME/PIHP named as an Additional Insured prior to the LME/PIHP's execution of the Contract, except that Licensed Independent Professionals are not required to comply with this requirement. In the event that the CONTRACTOR discovers that a claim, suit of criminal/administrative proceeding has been brought or may be brought against the CONTRACTOR and/or Practitioner relating to the quality of services provided under this Agreement, then CONTRACTOR shall notify LME/MCO within ten (10) days and LME/MCO will determine whether to terminate this Agreement. – **Please initial:**
____ We have provided a Certificate of Insurance showing that we meet this requirement.
- b. **Comprehensive General Liability:** Bodily Injury and Property Damage Liability Insurance shall protect the CONTRACTOR and any employee performing work under the Contract from claims of Bodily Injury or Property Damage, which may arise from operations under the Contract. The amounts of such insurance shall not be less than \$1,000,000.00 per Occurrence/\$3,000,000.00 per Aggregate unless Provider, with prior written approval of the LME/MCO, names the LME/MCO as an additional insured in which case limits of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the annual aggregate would be acceptable. Personal and Advertising Injury/\$50,000.00 Fire Damage. The insurance shall not include exclusion for contractual liability. – **Please initial:**
____ We have provided a Certificate of Insurance showing that we meet this requirement.
- c. **Automobile Liability:** Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, and hired automobiles for limits of not less than \$500,000.00

each person and \$500,000.00 each occurrence of Bodily Injury Liability and \$500,000.00 each occurrence of Property Damage Liability. Policies written on a combined single limit basis should have a limit of not less than \$1,000,000.00. – **Please initial one:**

We have provided a Certificate of Insurance showing that we meet this requirement.
OR We do not transport recipients.

- d. **Workers' Compensation and Occupational Disease Insurance:** CONTRACTOR with three (3) or more employees shall secure Worker's Compensation and Occupational Disease Insurance. The insurance coverage must meet the statutory requirements of the State of North Carolina; and Employer's Liability Insurance for an amount of not less than: Bodily Injury by Accident \$100,000.00 each Accident, Bodily Injury by Disease \$100,000.00 each Employee, and Bodily Injury by Disease \$500,000.00 Policy Limit. – **Please initial:**
 We have provided a Certificate of Insurance showing that we meet this requirement.
- e. **Certificate of Coverage:** The CONTRACTOR shall provide the LME/MCO with Certificates of Insurance Coverage consistent with the Contract within thirty (30) days following the effective date of the Contract and on an annual basis within ten (10) days of the anniversary date of the Contract, and shall provide a new Certificate within ten (10) days of the expiration date if the Insurance Certificate expires during the contract period. Certificates shall contain the provision that the LME/MCO is given thirty (30) days written notice of any intent to amend or terminate by either the CONTRACTOR or the insurance company. The CONTRACTOR shall notify the LME/MCO of any cancellation or material change, within forty-eight (48) hours, and within ten (10) days written notice to the certificate holder (LME/MCO) of any change in insurance provider during the period of the Contract. If the CONTRACTOR changes insurance providers during the performance period of the Contract, the CONTRACTOR shall provide evidence to the LME/MCO that the LME/MCO will be indemnified to the limits specified above for the entire performance period of the Contract, either under the policy or a combination of old and new policies. LME/MCO shall be identified as a "Certificate Holder" and included on the Certificate of Liability Insurance.
- f. **Liability Coverage:** Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.
- g. **Waivers of Subrogation:** CONTRACTOR shall obtain and provide to LME/MCO waivers from CONTRACTOR'S workers' compensation and occupational disease and commercial general liability carriers of any right of recovery that such liability carriers may have because of payments made by them for injury or damage arising out of work done by CONTRACTOR

under this Contract, including contract documents issued under this Contract such as an LME/MCO Treatment Authorization Request Form.

Print Name

Signature

Agency

Date