

Exhibit F – Insurance Requirements

Required Insurance: Contractor shall obtain at Contractor’s expense the insurance specified in this Exhibit F, prior to performing under this Contract, and shall maintain it in full force and at its own expense throughout the duration of this Contract. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to OHA.

- 1. Workers’ Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and shall provide worker’s compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its Subcontractors complies with these requirements.

Professional Liability: Covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. This insurance shall include claims of negligent provider selection, direct corporate professional liability, wrongful denial of treatment, and breach of privacy. Contractor shall provide proof of insurance with not less than the following limits:

From July 1, 2012 through June 20, 2013

Per occurrence limit for any single claimant of not less than \$1,800,000, and
Per occurrence limit for multiple claimants of not less than \$3,600,000.

- 2. Commercial General Liability:** Covers bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance with not less than the following limits:

Bodily Injury/Death

From July 1, 2012 through June 30, 2013

A combined single limit per occurrence of not less than \$1,800,000, and
An aggregate limit for all claims of not less than \$3,600,000.

AND

Property Damage:

From July 1, 2012 through June 30, 2013

A combined single limit per occurrence of not less than \$104,400, and
An aggregate limit for all claims of not less than \$506,900.

- 3. Automobile Liability:** Covers all owned, non-owned, or hired vehicles, this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance with no less than the following limits:

Bodily Injury/Death

From July 1, 2012 through June 30, 2013

A combined single limit per occurrence of not less than \$1,800,000, and
An aggregate limit for all claims of not less than \$3,600,000.

AND

Property Damage:

From July 1, 2012 through June 30, 2013

A combined single limit per occurrence of not less than \$104,400, and
An aggregate limit for all claims of not less than \$506,900.

4. **Additional Insured:** The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
5. **Notice of Cancellation or Change:** Contractor shall assure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without 60 days prior written notice from Contractor or its insurer(s) to OHA. Any failure to comply with this clause constitutes a material breach of Contract and is grounds for immediate termination of this Contract by OHA.
6. **Proof of Insurance:** Contractor shall provide to OHA information requested in Part IX "Contractor Data and Certification" of the Contract Document, for all required insurance before delivering any goods and performing any services required under this Contract. Contractor shall pay for all deductibles, self insured retentions, and self insurance, if any.
7. **"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and OHA's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to OHA, upon OHA's request, certification of the coverage required under this Section 8.
8. **Self-insurance:** Contractor may fulfill one or more of its insurance obligations herein through a program of self insurance, provided that Contractor's self insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit F, and is reasonably acceptable to OHA. Notwithstanding Section 7 of this Exhibit F, Contractor shall furnish an acceptable insurance certificate to OHA for any insurance coverage required by this Contract that is fulfilled through self-insurance.