

INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (Jan 2006)

(a) It is expressly agreed and understood that this is a nonpersonal services subcontract under which the professional services rendered by the Seller are rendered in its capacity as an independent contractor. The Company may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Seller's professional medical judgment, diagnosis, or specific medical treatments. The Seller shall be solely liable for and expressly agrees to indemnify the Company with respect to any liability-producing acts or omissions by it or by its employees or agents. The Seller shall maintain during the term of this Agreement liability insurance issued by a responsible insurance carrier or not less than the following amount(s) per specialty per occurrence:

(b) An apparently successful offeror, upon request by the Company, shall furnish prior to Agreement award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than three years after the end of the Agreement term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this Agreement shall be provided to the Company prior to the commencements of services under this Agreement. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Company prior to the expiration of this Agreement. Final payment under this Agreement shall be withheld until evidence of the extended reporting endorsement is provided to the Company.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Company's interest shall not be effective until 30 days after the insurer or the Seller gives written notice to the Company. If during the performance period of the Agreement the Seller changes insurance providers, the Seller must provide evidence that the Company will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the Agreement, either under the new policy, or a combination of old and new policies.

(f) The Seller shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this Agreement for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Seller shall furnish to the Company evidence of such insurance.