

EXHIBIT A

INSURANCE REQUIREMENTS

I. CONTRACTED PHYSICIAN'S LIABILITY INSURANCE

- A. Contracted Physician must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contracted Physician must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contracted Physician must furnish to the City's Risk Manager, one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **by endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
MEDICAL PROFESSIONAL LIABILITY including: Coverage provided shall cover all physicians, nurses, assistants, officers, directors, employees and agents 1. Medical Malpractice 2. Errors and Omissions	\$200,000 per claim / \$600,000 aggregate (Defense costs not included in Policy limits) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured.

- C. In the event of accidents of any kind related to this contract, Contracted Physician must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contracted Physician must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contracted Physician will be promptly met. An All States Endorsement shall be required if Contracted Physician is not domiciled in the State of Texas.
- B. Contracted Physician shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contracted Physician's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

- C. Contracted Physician shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contracted Physician or as requested by the City. Contracted Physician shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contracted Physician agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contracted Physician shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contracted Physician's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contracted Physician's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contracted Physician to stop work hereunder, and/or withhold any payment(s) which become due to Contracted Physician hereunder until Contracted Physician demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contracted Physician may be held responsible for payments of damages to persons or property resulting from Contracted Physician's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contracted Physician's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2023 Insurance Requirements Exhibit
Corpus Christi-Nueces County Public Health District – Contracted Physician
08/14/2023 Risk Management – Legal Dept.

