

## EXHIBIT B

### INSURANCE REQUIREMENTS

- A. Medical Director shall secure and maintain, at his own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance which must include the following coverage and minimum limits specially reflecting and including coverage for all acts, activities and omissions in any way arising out of the planning or operation of the services.
2. Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:
1. \$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.
  2. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
    - a. Premises and Operations
    - b. Product and Completed Operations Liability
    - c. Broad Form Property Damage
    - d. Broad Form Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless.
- C. Medical Malpractice (occurrence form) with \$1,000,000.00 combined single limit per occurrence.

**UPON EXECUTION OF THIS AGREEMENT, MEDICAL DIRECTOR SHALL SUBMIT TO THE CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DELRAY BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE.**

- D. These insurance requirements shall not relieve or limit the liability of Medical Director. City does not in any way represent the types and amounts of insurance required hereunder are sufficient or adequate to protect MEDICAL DIRECTOR'S interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverage that CITY deems necessary depending upon the risk of loss and exposure to liability.

- E. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better in accordance with the latest edition of A.M. Best's Insurance Guide.
- F. Medical Director shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million and 00/100 Dollars (\$1,000,000.00) for each category). and contractor shall provide verification thereof to City upon request of City.
- G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- H. Medical Director shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.
- I. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) working days of City's actual notice of such an event.
- J. Medical Director shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.
- K. Medical Director agrees to perform the work under this Agreement as an independent contractor, and not as a sub-contractor, agent, or employee of City.
- L. Notwithstanding the above requirements, if the Risk Manager of the City has determined in advance that Medical Director cannot obtain insurance as described herein, a separate document entitled "Waiver, Release, and Hold Harmless Agreement" and "City of Delray Beach Release of Any and All Workers' Compensation Claims", must be executed by Medical Director in addition to this Agreement.