

## **APPENDIX II INSURANCE**

Upon execution of this Contract, VitalChek, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. VitalChek shall furnish the Agency with certificates of insurance and endorsements required by this Contract. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, VitalChek warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the Agency shall not be deemed or construed to have assessed the risks that may be applicable to VitalChek under this Contract. VitalChek shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

VitalChek shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Cyber Liability, Technology Errors and Omissions: \$2,000,000 Per Claim and in the Aggregate

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation: Statutory requirements of the State of residency, and

5. Employers' Liability: \$1,000,000

