

## Addendum 5 – Updated Insurance Requirements

The insurance requirements for this solicitation have been updated as follows:

\* **Commercial General Liability** of \$1 million per occurrence and \$1 million aggregate, and product liability insurance coverage of \$1 million per occurrence and \$1 million aggregate, with a maximum deductible of \$5,000 per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.

\* **Workers Compensation.** \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee. – There is to be a waiver of subrogation in favor of the State.

\* **Auto Liability** of \$1 million per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.

\* **Professional Liability.** \$2 million per occurrence and \$2 million in an annual aggregate. A waiver of subrogation in favor of the State to the extent that coverage to the Contract Party is not impaired.

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**Please note - these previous insurance requirements are no longer necessary for participation in the CCBHC/DCO Infrastructure Grant Program:**

\* **Physical Abuse and Molestation** - of \$1 million per occurrence. Waiver of subrogation in favor of the State. The State should be an additional insured for work performed by Contract Party for the State to the extent that coverage is not subject to an insured versus insured exclusion. The additional insured status for the State is to be on a primary and non-contributory basis.

\* **Information Technology Cyber/Privacy** – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:

- if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or