

Please Take THIS FORM to Your Insurance Agent !!

Part I: Please use this sheet to go through the Certificate of Insurance that you have provided to CenterPoint with your insurance agent. You are required to have Coverage as indicated for A, B, and C below, and one of the options under D. Use this sheet as a tool by checking off each requirement as you go through your COI before you submit it to CenterPoint. Note Regarding Auto and Worker's Comp: If page one indicates that there is a deficiency in Auto or Workers Comp and you or your employees do not ever transport clients in the conduct of services, or, if you are not required to carry Worker's Compensation Insurance, you may complete an Affidavit declaring this.

- A. Commercial General Liability:** i) \$1,000,000 occurrence \$3,000,000 aggregate
ii) Occurrence or Claims, if claims then
 tail coverage 3 yrs past term date of this agreement
or retroactive to begin when you first contracted with CenterPoint **(Required by State)**

***This letter shall serve as the necessary "written approval" from CenterPoint that allows you to carry Commercial General Liability Coverage in the amount of \$1 million each occurrence and \$1million aggregate **if CenterPoint is named as an Additional Insured.**

- B. Professional Liability:** \$1,000,000 occurrence \$3,000,000 aggregate
 CenterPoint as Additional Insured **(Required by all providers)**

- C. Workers Compensation:** \$100,000 /accident \$100,000/disease \$500,000/disease policy limit

D. Automobile:

- Option # 1** \$500,000 bodily injury each person, each accident **AND**
 \$500,000 property damage **AND**
 \$500,000 uninsured/under-insured
PLUS
 \$5,000 medical payment

OR

- Option # 2** \$1,000,000 combined general liability (CGL)
PLUS
 \$5,000 medical payment indicated as automobile medical payment

OR

Option # 3 If staff uses their privately owned vehicles to transport clients, provider need only

- \$500,000 non-owned automobile liability insurance (Does not need \$5K medical)

Suggestions:

- It most likely would be less complicated if you name CenterPoint as an Additional Insured for all coverage.
- Also, the purchase of insurance on an Occurrence Basis will be less complicated.
- Umbrella policies must specifically reference if they are covering Commercial, Professional or Auto, and also specifically what is covered (for example, if that is where the \$5,000 Medical is, it needs to say that.)

AFFIDAVIT

(For use if you are not required to carry Auto or Worker's Compensation Insurance. Please complete whichever applies, or both 1. and 2. if you carry neither WC or Auto.)

I, _____, the _____ of _____
(Name) (Title)
_____ hereby certify under penalty of perjury:
(Company/Agency/Entity Name)

1. That _____ does not carry the required
(Name of Entity)
automobile insurance for the following reason:

Consumers are **never** transported in the course of performance of services under this contract either by provider or its employees (If no auto insurance at all)

And (must check both)

Consumers are **never** transported by employee-owned vehicles (if no insurance coverage for non-owned vehicles)

2. That _____ does not have Workers
(Name of Entity)
Compensation insurance because:

Entity is a sole proprietorship, partnership, or LLC, with less than **three (3) employees** who are regularly employed, **in addition to** the sole proprietor, partners, or members of the LLC. (**It does not matter if these employees are full time, part time, regular seasonal or family members.**)

Entity is a corporation (includes all forms, including non-profits), with less than a total of **three (3) people** in the corporation. (Everyone is included in the headcount, **including corporate officers.**)

I understand, acknowledge and agree that in the event any of the above statements are found to be untruthful/false that all agreements with CenterPoint Human Services are subject to immediate termination without any notice requirement.

(Signature)

(Title)

Dated this ____ day of _____, at _____, North Carolina.

*** This Affidavit does not need to be notarized.**

Language as contained in your Contract or MOA as Mandated by the NC Division of MH/DD/SA Services. This information can be found by going to the Communications Bulletin page of the Division Web Site at www.dhhs.state.nc.us/mhddsas/ and click on Communication Bulletin # 54.

2.11 Liability Insurance. Provider, prior to service delivery, shall provide proof of and continuously maintain insurance coverage with a carrier authorized to do business in North Carolina, or maintain equivalent coverage under a self-insurance program that is approved by the North Carolina Department of Insurance. Liability coverage may be on an occurrence basis or claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) shall also be provided for a period of not less than three (3) years after the end of the term of this Contract, or an endorsement shall be provided for continued liability coverage with a retroactive date on or before the beginning of the term of this Contract or any prior Contract between Provider and LME.

Provider shall acquire and maintain:

a) Commercial General Liability:

Provider shall maintain bodily injury and property damage liability coverage as shall protect Provider and any approved subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contract whether such operations are performed by Provider, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000.00 each occurrence and \$3,000,000.00 in the annual aggregate unless Provider, with prior written approval of the LME, names the LME as an additional insured, in which case limits of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the annual aggregate would be acceptable.

b) Professional Liability:

Provider shall maintain such professional liability insurance coverage as shall protect the Provider from its failure to conform to the professional standard of care required under applicable law and under this Contract. The limits of liability shall be not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate. The Provider's professional liability insurance policy shall name the LME as additional insured. An original, signed, in force Certificate of Insurance for such coverage shall be provided to the LME upon execution of this Contract and throughout the duration of this Contract as insurance expires.

c) Automobile Liability:

All agency owned or leased vehicles must have continuous automobile liability coverage during the term of this contract. The automobile liability insurance must be in an amount not less than \$500,000 bodily injury each person, each accident \$500,000 for property damage, \$500,000 uninsured/underinsured motorist, and \$5,000 medical payment. If individuals are transported in privately owned vehicles, the contract agency must carry \$500,000 of non-owned automobile liability insurance. Providers may substitute a one million combined single limit liability policy for the \$500,000/\$500,000/\$500,000 requirement.

d) Worker's Compensation and Occupational Disease Insurance:

Provider shall meet the statutory requirements of the State of North Carolina for Worker Compensation and Occupational Disease Insurance, currently \$100,000.00 per accident limit, \$500,000.00 disease per policy limit, \$100,000.00 disease each employee limit, providing coverage for employees and owner.