

- (a). Insurance Policies. You shall maintain the following insurance policies issued by carriers approved by us:
- i. Comprehensive general liability insurance and umbrella insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your CLINIC, containing minimum liability protection of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate (unless greater amounts are required by your landlord, local governmental authority, etc.), with a maximum deductible of One Thousand Dollars (\$1,000.00) per claim.
 - ii. Worker's compensation insurance and employer's liability insurance as required by law;
 - iii. Automobile liability and property damage insurance covering all loss, liability, claim, or expense of any kind whatsoever resulting from the use, operation, or maintenance of any automobiles or motor vehicles, owned, leased, or used by you, or your officers directors, employees, partners or agents, in the conduct of your CLINIC, containing minimum liability protection of Five Hundred Thousand Dollars (\$500,000.00) per claim.
 - iv. Professional liability insurance coverage liability due to errors or omissions in the performance of Services under this Agreement, with limits no less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual aggregate. This must include sexual abuse coverage of One Hundred Thousand Dollars (\$100,000.00) per occurrence with a Three Hundred Thousand Dollars (\$300,000.00) aggregate coverage.
 - v. Any other insurance that we specify in the Manual or otherwise require from time to time.
- (b). Carriers. All insurance policies be issued by insurance carriers rated A-VIII or better by Alfred M. Best & Company, Inc. (or similar criteria as we periodically specify). All carriers must be licensed and admitted in the state(s) where you operate you CLINIC.
- (c). Waiver of Subrogation; Notification by Carrier. All insurance policies required in this Section shall name us (and our members, officers, directors, and employees) as additional insureds, contain a waiver by the insurance carrier(s) of all subrogation rights against us, and shall provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation, or modification of any such policy. Should any of your insurance companies fail to give us notice as required in this Section, then the policy of that company may be disapproved by us. In that event, you will be required to immediately find additional coverage satisfactory to us with an alternative carrier.
- (d). Modification of Coverage by Us. Upon ten (10) days notice to you, we may increase the minimum protection requirement as of the renewal date of any policy, and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances.
- (e). Certificate of Insurance; Coverage by Us. You shall furnish to us annually a copy of the certificate of insurance or other evidence of renewal or extension of each such insurance policy. If you at any time fail of refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence thereof, we, at or option and in addition to our other rights and remedies in this Agreement, may but need not, obtain such insurance coverage on behalf of you, and you shall promptly execute any applications or other forms instruments required to obtain any such insurance and pay to us, on demand, any costs and costs or premiums. Your failure to provide insurance coverage as indicated will be considered a material event of default of this Agreement. Your obligation to obtain and maintain the insurance described in this Section shall not be limited in any way by reason of any insurance maintained by us, nor shall your performance of such obligations relieve you of any indemnification obligations contains in this Agreement.