

**ASPIRE HEALTH PARTNERS, INC. AGREEMENT**

**THIS AGREEMENT** is made and entered this 3<sup>rd</sup> day of November, 20 15

by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "COUNTY"), and **ASPIRE HEALTH PARTNERS, INC.**, a Florida not-for-profit corporation, whose address is 5151 Adanson Street, Orlando, Florida 32804 (hereinafter referred to as the "ASPIRE").

**WITNESSETH:**

**WHEREAS**, Chapter 394, Part IV, Florida Statutes, known as "The Community Alcohol, Drug Abuse, and Mental Health Services Act", provides for a program of comprehensive community mental health services and authorizes counties within the State of Florida to participate in the funding thereof; and

**WHEREAS**, ASPIRE provides comprehensive mental health services to residents of Seminole County, Florida; and

**WHEREAS**, COUNTY has authorized funding of ASPIRE, whose programs and services are deemed to serve a COUNTY purpose; and

**WHEREAS**, COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

CERTIFIED COPY  
MARYANNE MORSE  
Clerk of Circuit Court and Comptroller  
SEMINOLE COUNTY, FLORIDA  
BY [Signature]  
DEPUTY CLERK

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

**Section 2. Term.** This Agreement shall take effect on October 1, 2015, the date of signature by the parties notwithstanding and shall remain in effect for a period of five (5) years, unless earlier terminated as provided herein.

**Section 3. Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of COUNTY, immediately in the event that ASPIRE fails to fulfill any of the terms, understandings or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by ASPIRE after ASPIRE has received notice of termination. In the event there are any unused COUNTY funds, ASPIRE shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

**Services 4. Services.** ASPIRE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide comprehensive mental health services in accordance with Chapter 394, Part IV, Florida Statutes, to residents of Seminole County, Florida, as described in Exhibit A, attached hereto and incorporated herein by reference.

**Section 5. Revenue from Other Sources.** ASPIRE agrees to furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by ASPIRE during the term of this Agreement. It is understood that ASPIRE has not previously entered into, and shall not enter into, an agreement with any other party,

including service recipients hereunder, whereby ASPIRE would be paid for providing the above services except as specified in Section 4 herein.

**Section 6. Indemnification.** ASPIRE agrees to hold harmless, indemnify and defend COUNTY, its commissioners, officers, employees and agents from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to the provision of services hereunder by ASPIRE. This Agreement by ASPIRE to indemnify and hold COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

**Section 7. Insurance.** ASPIRE shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, Automobile Liability and Professional Liability as specified in Exhibit D attached hereto and incorporated herein by reference.

**Section 8. Billing and Payment.** COUNTY hereby agrees to provide financial assistance to ASPIRE up to a maximum sum of ONE HUNDRED EIGHTY-THREE THOUSAND AND NO/100 DOLLARS (\$183,000.00) annually for all services provided hereunder by ASPIRE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Director of COUNTY's Community Services Department that the services for which reimbursement is sought are in accordance with service projections as

described in Exhibit A and that ASPIRE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Director, Community Services Department  
Seminole County  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**Section 9. Reporting Requirements.** ASPIRE shall submit to COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit C delineating for the preceding month the following:

(1) Statistics representing the month's achievements and services provided to COUNTY including, if applicable, the number of clients served and the number of Seminole County residents provided services.

(2) Statistics reflecting ASPIRE's progress in broadening community financial support.

(3) A narrative assessment of progress toward accomplishing goals and objectives for service to COUNTY. This assessment shall be in paragraph form and include such information as the general progress of the agency, any problems that might exist for the agency and special comments on particular program components.

(b) Such additional information as required by COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, ASPIRE shall submit on a quarterly basis, a financial report reflecting total agency receipts and expenditures as set forth in a profit and loss statement acceptable to COUNTY.

**Section 10. Unavailability of Funds.** If COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to ASPIRE as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by ASPIRE after ASPIRE has received such notice of termination. In the event there are any unused COUNTY funds, ASPIRE shall promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

**Section 11. Access to Records.** ASPIRE shall allow COUNTY, its duly authorized agent and the public access to such of ASPIRE's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

**Section 12. Audit.** ASPIRE shall submit to COUNTY an annual audit report during the term of this Agreement on or before December 31<sup>st</sup> of each year, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

**Section 13. Records and Reports.** ASPIRE shall maintain detailed records available to COUNTY in accordance with Chapter 119, Florida Statutes, of all services provided pursuant to the Baker Act including, the number of admissions for mental health treatment, cost to COUNTY of treatment and such other records ordinarily maintained when performing mental health services.

**Section 14. Notices.** Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

**For COUNTY:**

Director, Community Services Department  
Seminole County  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**For ASPIRE:**

Dr. Valerie Westhead, Chief Medical Officer  
Aspire Health Partners Seminole  
919 East Second Street  
Sanford, Florida 32771

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

**Section 15. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 16. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, ASPIRE shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ASPIRE as provided hereinabove.

**Section 17. Equal Opportunity.** ASPIRE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

**Section 18. Independent Contractor.**

(a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of ASPIRE to COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement shall be construed so as to find ASPIRE, including its officers, employees and agents, an employee of COUNTY, and ASPIRE, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

**Section 19. Conflict of Interest.**

(a) ASPIRE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) ASPIRE hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of ASPIRE to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, ASPIRE hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

**Section 20. Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties

relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

*[Balance of this page left intentionally blank; signatures on following pages]*



IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

ASPIRE HEALTH PARTNERS, INC.

*Richard Jacobs*  
RICHARD JACOBS, CEO

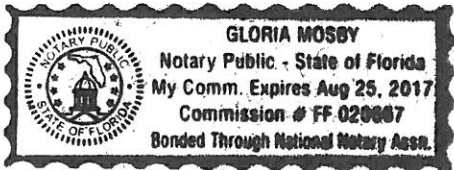
By: *Jerry Kassab*  
JERRY KASSAB, President

[CORPORATE SEAL]

Date: 10/6/15

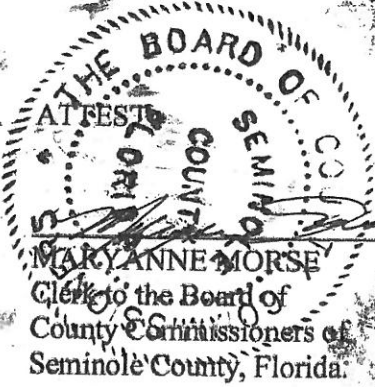
STATE OF FLORIDA        )  
  )  
COUNTY OF Orange        )

I HEREBY CERTIFY that, on this 6th day of October, 2015, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **JERRY KASSAB** and **RICHARD JACOBS**, as President and CEO, respectively, of **ASPIRE HEALTH PARTNERS, INC.**, a non profit corporation organized under the laws of the State of Florida,  who are personally known to me or  who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



*Gloria Mosby*  
NOTARY PUBLIC  
Print Name Gloria Mosby  
Notary Public in and for COUNTY \_\_\_\_\_  
and State Aforementioned  
My commission expires: 8.25.2017

*[Balance of this page left intentionally blank; signatures continued on following page]*



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey  
BRENDA CAREY, Chairman

Date: 11/03/2015

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of County  
Commissioners at its October 27, 2015,  
regular meeting.

Approved as to form and  
legal sufficiency.

Melissa Clarke  
County Attorney

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Certificate of Insurance
- Exhibit C – Seminole County Community Service Agency Invoice and Report Form
- Exhibit D – Insurance Requirements

MCC  
10/1/15

P. Users Legal Secretary CSE Community Services:2015 Agreements Aspire Health Partners.doc

**EXHIBIT A  
SERVICE & COST PROPOSAL**

**AGENCY NAME:** Aspire Health Partners, Inc.  
**AGENCY ADDRESS:** 5151 Adanson Street, Suite 201, Orlando, FL 32804  
**CHIEF EXECUTOR OFFICER NAME:** Dick Jacobs  
**AGENCY PHONE NUMBER:** (407) 875-3700  
**AGENCY FAX NUMBER:** (407) 623-1037  
**AGENCY E-MAIL:** Garry.Schechner@aspirehp.org  
**CHIEF EXECUTOR OFFICER E-MAIL:** Dick.Jacobs@aspirehp.org

I. List the service you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
CSU	One available bed day

II. How many of each of the above services is the County being asked to fund per fiscal year?

Service*	Number of County funded units
	522 units

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing the services defined in question (I.)?

Service*	Unit Cost (if unit cost is greater than \$5.00, round to the nearest dollar.)
CSU	\$350.46 units

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
CSU	Negotiated rate with District VAA SAMH program office

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\*Not to exceed \$ 183,000.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>BB&amp;T-J. Rolfe Davis Insurance</b> PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME:
	PHONE (A/C, No., Ext): <b>407 691-9600</b>
	FAX (A/C, No.): <b>888-635-4183</b>
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED <b>Aspire Health Partners Inc dba</b> <b>Lakeside Behavioral Healthcare Inc</b> 5151 Adanson St Suite 201 Orlando, FL 32804	INSURER A : <b>Arch Insurance Company</b>
	INSURER B : <b>Wesco Insurance Company</b>
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

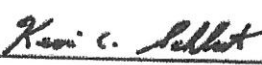
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X X	NTPKG0130101	06/01/2015	06/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NTAUT0052601	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NTFXS0027101	06/01/2015	06/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N   N/A	38605	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Professional Liability Aggregate \$3,000,000, Each Professional Incident \$1,000,000. Occurrence Form no deductible, Abuse & Molestation \$1,000,000/\$3,000,000 Occurrence Form no deductible.  
 Excess Liability is following form.

Additional Insured status provided to certificate holder as respects General Liability per form CG20 26 04  
 13 Including Primary Non Contributory if required by written contract. Thirty (30) Days notice of cancellation provided to certificate holder with the exception of Ten (10)Days for non payment of premium.

CERTIFICATE HOLDER Seminole County Board of County Commissioners 1101 East First Street Sanford, FL 32771-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT C  
Payment Request**

Agency Name: Aspire Health Partners, Inc.  
 Invoice Submission: Director's Office  
 Community Services Department  
 534 W. Lake Mary Blvd.  
 Sanford, FL 32773

Month	
Date Invoiced	
Reimbursement amount: \$350.46per CSU	\$
Total Number of Seminole County clients served this month	
Number of Total (above) receiving Seminole County funding	

1) Agency accomplishments this month:

2) Progress to broaden community financial support:

For County Staff Only	
Received Date	
Complete Date	
Processed Date	

EXHIBIT D

SEMINOLE COUNTY, FLORIDA  
PROVISIONS FOR CONTRACTOR'S INSURANCE

Section 1 GENERAL

The CONTRACTOR shall not commence Work until the CONTRACTOR has, at the CONTRACTOR'S own cost, procured the insurance required under this Section and such insurance has been approved by the COUNTY. All specifications noted herein are REQUIRED unless waived in writing by the COUNTY.

1.1 Before commencing Work, the CONTRACTOR shall furnish the COUNTY'S Purchasing and Contracts Division with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by Section 3 and including the following as Certificate Holder and Additional Interest as noted in Section 3:

Seminole County Board of County Commissioners  
Attn: Purchasing and Contracts Division  
1301 East Second Street  
Sanford, Florida 32771

The Certificate of Insurance shall provide that the COUNTY'S purchasing and Contracts Division shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation, or non-renewal. Such shall be endorsed on the policy or by another means acceptable to Seminole County. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY'S Purchasing and Contracts Division with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

1.2 Notice of Cancellation and/or Non-Renewal: A policy must be specifically endorsed to provide the COUNTY'S Purchasing and Contracts Division with written notice as required under Section 1.1 of cancellation and/or non-renewal.

1.3 The certificate shall have this Agreement number marked on its face.

1.4 In addition to providing the Certificate of Insurance, upon request as required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section 3. Certified copies of policies may only be provided by the Insurer, not the Agent/Broker.

1.5 Neither approval by the COUNTY nor failure to disapprove the insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for liability, damages and accidents.



- 1.6 Deductible/self-insured retention amounts must be declared to and approved by the COUNTY, and shall be reduced or eliminated upon written request from the COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document will be borne by the CONTRACTOR.
- 1.7 The insurer's cost of defense including attorney's fees (and attorney's fees on appeal) shall not be included within the policy limits but shall remain the responsibility of insurer.
- 1.8 In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to the COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and the CONTRACTOR as their interests may appear.
- 1.9 Neither the COUNTY'S review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by the CONTRACTOR in accordance with this Section, nor the COUNTY'S decisions to raise or not to raise any objections about either or both, shall in no way relieve or decrease the liability of the CONTRACTOR. If the COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, the CONTRACTOR shall promptly provide to the COUNTY such additional information as the COUNTY may reasonably request, and the CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.
- 1.10 The COUNTY'S authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of the COUNTY to exercise this authority for the benefit of the CONTRACTOR or any other party.
- 1.11 ADDITIONAL INSURED: The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees must be included as additional insured under General Liability, and Umbrella Liability policies. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the COI. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage.
- 1.12 Coverage: The insurance provided by the CONTRACTOR pursuant to the Contract Documents shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or the COUNTY'S officials, officers or employees shall be excess of and not contributing with the insurance provided by the CONTRACTOR.
- 1.13 Waiver of Subrogation: All policies shall be endorsed to provide a Waiver of Subrogation clause in favor of the Board of County Commissioners of Seminole County Florida, its officials, officers and employees.
- 1.14 Provision: Commercial General Liability, Umbrella Liability and the Owners Protective Policies required by the Contract Documents shall be provided on an occurrence rather than a claims-made basis.

## **Section 2      INSURANCE COMPANY REQUIREMENTS**

Insurance companies providing the insurance under the Contract Documents must meet the following requirements.

2.1      Such companies must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida.

2.2      In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3      If, during the period which an insurance company is providing the insurance coverage required by the Contract Documents, an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY'S Purchasing and Contracts Division and upon request of the COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of the Contract Documents. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, the CONTRACTOR shall be deemed to be in default of the Contract Documents.

## **Section 3      SPECIFICATIONS**

Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Contract Documents, the insurance shall become effective upon execution of the Agreement by the CONTRACTOR and shall be maintained in force until Final Completion or such other time as required by the Contract Documents. Failure by the CONTRACTOR to maintain insurance coverage within the stated period and in compliance with the Insurance requirements of the COUNTY shall constitute a material breach of the Agreement, for which this Agreement may be immediately terminated by the COUNTY. The amounts and types of insurance shall conform to the following minimum requirements.

### **3.1      WORKERS' COMPENSATION/EMPLOYERS' LIABILITY (MANDATORY - NO EXCEPTIONS)**

3.1.1      The CONTRACTOR'S insurance shall cover the CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy, (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.



3.1.2 Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

3.1.3 The minimum limits to be maintained by the CONTRACTOR are as specified in Section 4.1.

### **3.2 COMMERCIAL GENERAL LIABILITY**

3.2.1 The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

3.2.2 The CONTRACTOR shall maintain separate limits of coverage applicable only to the Work performed under the Contract Documents. The minimum limits to be maintained by the CONTRACTOR shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement ISO Form CG 25 03 to a Commercial General Liability Policy with amounts as specified in Section 4.2. XCU (Explosion, Collapse, Underground property damage perils) shall not be excluded under the General Liability and Umbrella policy.

3.2.3 The CONTRACTOR (applicable to construction contracts only) shall continue to maintain Products/Completed Operations coverage for a period of two (2) years after Final Completion. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.

3.2.4 The minimum limits to be maintained by the CONTRACTOR are as specified in Section 4.2.

3.2.5 The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

### **3.3 BUSINESS AUTO POLICY**

3.3.1 The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the

Insurance Services Office. Coverage shall include owned, non-owned and hired autos or any autos.

3.3.2 The minimum limits to be maintained by the CONTRACTOR are as specified in Section 4.3.

3.3.3 The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insureds.

### **3.4 UMBRELLA LIABILITY**

3.4.1 The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial Liability Umbrella Policy (ISO Form CU 00 01), as filed for use in the State of Florida by the Insurance Services Office. All primary coverage(s) required by contract shall be included on the Umbrella policy's Schedule of Underlying Insurance.

3.4.2 The minimum limits to be maintained by the CONTRACTOR are as specified in Section 4.4.

3.4.3 The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insureds.

### **3.5 OWNERS PROTECTIVE LIABILITY COVERAGE**

3.5.1 If requested in writing the CONTRACTOR shall provide the COUNTY'S Purchasing and Contracts Division with an Owners and Contractor's Protective Liability Policy (OCP Policy). The policy shall cover the Board of County Commissioners of Seminole County, Florida for all sources of liability which would be covered by the latest edition of the standard Owners and Contractor's Protective Liability Coverage Form - Coverage for Operations of Designated CONTRACTOR (ISO Form CG 00 09), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

3.5.2 The Board of County Commissioners of Seminole County, Florida shall be the named Insured on the OCP Policy. The policy shall be endorsed to include the COUNTY'S officials, officers and employees as insureds. The OCP Policy shall include the CONTRACTOR and the CONTRACTOR'S sub-CONTRACTORS of every tier as designated in the declarations.

3.5.3 The minimum limits to be provided by the CONTRACTOR are as specified in Section 4.5.

### **3.6 BUILDER'S RISK**

When work includes construction of and/or a major addition per County's identification to above ground buildings or structures, including bridges, a Builder's Risk coverage must be provided if determined by County as follows:

3.6.1 Form: All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30.

3.6.2 Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s), or structure(s) by the COUNTY.

3.6.3 The minimum limits to be maintained by the CONTRACTOR are as specified in Section 4.6

3.6.4 Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.

3.6.5 The COUNTY retains the right to waive this clause and obtain this coverage at their own cost.

3.6.7 The Builder Risk limit will be 100% of the completed value to include any change orders necessary to avoid any Co-Insurance penalty.

### **3.7 FLOOD INSURANCE**

Buildings: When buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings, structures, machinery, equipment and contents or the maximum amount of flood insurance coverage available under the National Flood Program.

3.7.1 Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.

### **3.8 INSTALLATION FLOATER**

If the Work includes the installation of machinery and/or equipment into an existing structure, the following insurance coverages must be provided on that machinery and/or equipment.

3.8.1 Form: "All Risk" including Installation and Transit.

3.8.2 Cessation of Insurance: Coverage is not to cease and is to remain in force until Final Acceptance.

3.8.3 The minimum limits to be maintained by the CONTRACTOR are as specified in Section 4.7.

3.8.4 Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.

**Section 4      REQUIRED LIMITS OF INSURANCE**

The minimum amounts of insurance shall be as follows:

4.1	<u>Workers' Compensation:</u>	<u>Statutory</u>
	<u>Employers' Liability</u>	
	Each Accident	<u>\$500,000</u>
	Disease-Policy Limit	<u>\$500,000</u>
	Disease-Each Employee	<u>\$500,000</u>
4.2	<u>Commercial General Liability:</u>	
	General Aggregate	Two (2) Times the Each Occurrence Limit
	Products/Completed Operations Aggregate	<u>\$2,000,000</u>
	Personal and Advertising Injury	<u>\$1,000,000</u>
	Each Occurrence	<u>\$1,000,000</u>
4.3	<u>Business Auto Policy:</u>	
	Each Occurrence	<u>\$1,000,000</u>
4.4	<u>Commercial Umbrella:</u>	
	Aggregate Limit	\$
	Each Occurrence Limit	\$
4.5	<u>Owners Protective Liability Coverage:</u>	
	Aggregate Limit	Two (2) Times the Each Occurrence Limit
	Each Occurrence Limit	\$
4.6	<u>Builders Risk:</u> <input type="checkbox"/> Is required for this project	
	Amount of Insurance (See Section 3.6.7):	100% of the completed value
	Maximum Deductible:	\$50,000
4.7	<u>Installation Floater:</u>	
	Amount of Insurance:	\$ N/A
	Maximum Deductible:	\$
4.8	<u>Professional Liability:</u>	
	Per Claim	<u>\$500,000</u>

~ End Exhibit D