

2.3.6 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary.

Section	Topic	Suggested Language Change	Rationale for suggested change
Professional Services Contract Section 28.	Insurance	<p>Modify the language as follows:</p> <p>A.1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.</p> <p>...</p> <p>B.3. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.</p> <p>...</p> <p>B.4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or <u>coverage materially</u> modified without thirty (30) days' prior written notice to the undersigned State agency.</p>	<p>The changes are required by Contractor's insurance carriers and/or risk management group.</p> <p>The changes make this contract consistent with the current Professional Services Contract between the parties.</p>
Professional Services Contract Section 36.C.	Ownership of Documents and Materials	<p>Add the following language:</p> <p><u>C. The State recognizes that the material provided by the Contractor is prepared solely for the use and benefit of the State and its employees in accordance with statutory and regulatory requirements. Contractor recognizes that the materials it delivers to the State may be public records subject to disclosure to third parties, however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work in this fashion. To the extent that the Contractor's work is not subject to disclosure under public record laws, Contractor's consent to release its work product to any third party may be conditioned on the third party signing a release, subject to the following exceptions: (i) professional service providers who are subject to a duty of confidentiality and who agree to use Contractor's work solely to provide services to the State, (ii) Centers for Medicare and Medicaid Services (CMS), or (iii) any applicable governmental or regulatory agency.</u></p>	<p>Contractor does not take on liability for disclosure of Contractor's work to third parties.</p> <p>The changes make this contract consistent with the current Professional Services Contract between the parties.</p>
Professional Services Contract Section 52.	Limitation of Liability	<p>Add the following language:</p> <p><u>52. Limitation of Liability. Contractor will perform all services in accordance with applicable professional standards. In the event of any claim(s) arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents, and employees to the State shall not exceed, in the aggregate, five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Contractor be liable for lost profits of the State or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of the Contractor.</u></p>	<p>Contractor does not perform services without a limitation of liability.</p>

Deleted: \$700,000 per person

Deleted: The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.