52.237-7 Indemnification and Medical Liability Insurance.

As prescribed in 37.403 , insert the following clause:

Indemnification and Medical Liability *Insurance* (Jan 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal *Acquisition* Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government *may* evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor *shall* be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor *shall* maintain during the term of this contract liability *insurance* issued by a responsible *insurance* carrier of not less than the following amount(s) per specialty per occurrence: *_____.

(b) An apparently successful *offeror*, upon request by the *Contracting Officer*, *shall* furnish prior to contract award evidence of its insurability concerning the medical liability *insurance* required by paragraph (a) of this clause.

(c) Liability *insurance may* be on either an occurrences basis or on a *claims*-made basis. If the policy is on a *claims*-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term *must* also be provided.

(d) Evidence of *insurance* documenting the required coverage for each health care provider who will perform under this contract *shall* be provided to the *Contracting Officer* prior to the commencement of services under this contract. If the *insurance* is on a *claims*-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement *shall* be provided to the *Contracting Officer* prior to the expiration of this contract. Final payment under this contract *shall* be withheld until evidence of the extended reporting endorsement is provided to the *Contracting Officer*.

(e) The policies evidencing required *insurance shall* also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest *shall* not be effective until 30 days after the insurer or the Contractor gives written notice to the *Contracting Officer*. If, during the performance period of the contract the Contractor changes *insurance* providers, the Contractor *must* provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor *shall* insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and *shall* require such subcontractors to provide evidence of and maintain *insurance* in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor *shall* furnish to the *Contracting Officer* evidence of such *insurance*.

* *Contracting Officer* insert the dollar value(s) of standard coverage(s) prevailing within the local

community as to the specific medical specialty, or specialties, concerned, or such higher amount as the *Contracting Officer* deems necessary to protect the Government's interests.

(End of clause)

Parent topic: 52.237 [Reserved]