

**MINIMUM INSURANCE REQUIREMENTS FOR HOUSTON METHODIST *IT VENDORS ONLY***

**IMPORTANT: Please provide this information to your insurance agent/broker**

**NOTE: The following insurance requirements are provided as a guide only. Different insurance requirements may be required depending upon the product and/or services the vendor provides.**

**No On-Site Presence by Vendor**

Vendor shall carry and maintain, at its sole expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific products and purposes of this Purchase Order, insurance policies of the kind and limits listed below and with insurers with an A.M. Best's Rating of not less than A-VIII at all times.

**Software/Software as a Service ONLY**

Vendor will maintain Technology Errors & Omissions including Cyber Liability with minimum limits of \$5,000,000 each claim and \$5,000,000 general aggregate covering Technology and Professional liability, Media Liability, Network Security Liability, Privacy Injury Liability, Privacy Regulation Proceeding, Privacy Regulation fines, Protected Health Information. will be required

In respects to Vendor's indemnification obligations herein, all of Vendor's insurance shall be primary and any other valid and collectible insurance or self-insurance maintained by or in the name of Methodist which shall be excess of Vendor's insurance and shall not contribute to it in any way. It is Vendor's responsibility to ensure that the insurance requirements listed above are in effect for the full expected period of use of the covered products and for any period of time required thereafter to provide continuance of coverage needed to address potential claims that may arise.

Vendor will provide blanket wording provisions and/or applicable endorsements for insurance coverage described above naming Methodist as Additional Insured and providing Waiver of Subrogation as required above. Within ten (10) business days of the date of the Referencing Order, Vendor shall provide Certificate(s) of Insurance that comply with Texas Insurance Code Chapter 1811 evidencing full compliance with the insurance requirements contained herein to the following address:

Houston Methodist Hospital System  
Attn: Corporate Risk & Insurance Department  
1130 Earle Street, Suite 200  
Houston, Texas 77030  
(713) 383-5119  
Fax: (713) 383-5190

**Hardware including Software/Software as a Service**

Vendor will maintain the following insurance requirements:

- a. Commercial General Liability including Premises / Operations, Products / Completed Operations, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage, Bodily Injury, Personal / Advertising Injury with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. This requirement may be met through any combination of Primary and Umbrella/Excess Insurance. If separate Products Liability is maintained, minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate must be evidenced. Houston Methodist and its subsidiaries, officers, directors, trustees, and employees shall be named as Additional Insureds on the above with a Waiver of Subrogation clause in favor of Methodist on the coverages above.
- b. Technology Errors & Omissions including Cyber Liability with minimum limits of \$5,000,000 each claim and \$5,000,000 general aggregate covering Technology and Professional liability, Media Liability, Network Security Liability, Privacy Injury Liability, Privacy Regulation Proceeding, Privacy Regulation fines, Protected Health Information. will be required.

**Vendor Will Be Coming On-Site to any Houston Methodist Owned/Lease Property or Location**

Vendor shall carry and maintain, at its sole expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific products and purposes of this Purchase Order, insurance policies of the kind and limits listed below and with insurers with an A.M. Best's Rating of not less than A-VIII at all times.

- a. Workers Compensation with statutory limits & Employers' Liability with minimum limits of \$1,000,000 Each Accident, \$1,000,000 Disease – Each Employee, and \$1,000,000 Disease – Policy Limit.
- b. Commercial General Liability including Premises/Operations, Products/Completed Operations, Contractual Liability, Broad Form Property Damage, Bodily Injury, Personal/Advertising Injury with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate
- c. Automobile Liability (Non-Owned and Hired Auto) with a minimum combined single limit of \$1,000,000 per occurrence shall be maintained at all times when any vehicles are operated on the leased or owned premises of Hospital.
- d. Excess or Umbrella Liability with minimum limits of \$4,000,000 each occurrence and \$4,000,000 annual aggregate in excess and following form of a. through c. above. Total limits required may be satisfied with any combination of primary and excess coverage.
- e. , Technology Errors & Omissions including Cyber Liability with minimum limits of \$5,000,000 each claim and \$5,000,000 general aggregate covering Technology and Professional liability, Media Liability, Network Security Liability, Privacy Injury Liability, Privacy Regulation Proceeding, Privacy Regulation fines, Protected Health Information.

Note: If separate Products Liability is maintained, minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate must be evidenced.

Houston Methodist and its subsidiaries, officers, directors, trustees, and employees shall be named as Additional Insureds on the Commercial General Liability, separate Products Liability if applicable, Commercial Auto and Commercial Umbrella Liability policies and afforded a Waiver of Subrogation clause in favor of Houston Methodist on the Workers' Compensation, Commercial General Liability, separate Products Liability if applicable, Commercial Auto and Commercial Umbrella Liability policies.

In respects to Vendor's indemnification obligations herein, all of Vendor's insurance shall be primary and any other valid and collectible insurance or self-insurance maintained by or in the name of Methodist which shall be excess of Vendor's insurance and shall not contribute to it in any way. It is Vendor's responsibility to ensure that the insurance requirements listed above are in effect for the full expected period of use of the covered products and for any period of time required thereafter to provide continuance of coverage needed to address potential claims that may arise.

Vendor will provide blanket wording provisions and/or applicable endorsements for insurance coverage described above naming Methodist as Additional Insured and providing Waiver of Subrogation as required above. Within ten (10) business days of the date of the Referencing Order, Vendor shall provide Certificate(s) of Insurance that comply with Texas Insurance Code Chapter 1811 evidencing full compliance with the insurance requirements contained herein to the following address:

Houston Methodist Hospital System  
Attn: Corporate Risk & Insurance Department  
1130 Earle Street, Suite 200  
Houston, Texas 77030  
(713) 383-5119  
Fax: (713) 383-5190