

## Insurance Requirements

Department of Community and Human Services

**Listed below are the Minimum Scope and Minimum Limits of insurance coverage requirements and documentation that must be received within 30 days of when the contract is signed:**

### **General Liability**

\$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. If the scope of services involves one on one activities with minors, such policy shall include or not exclude sexual assault and misconduct coverage.

### **Professional Liability, Errors, & Omissions**

\$1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

**Cyber Liability / Technology Professional Liability:** For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the County, Contractor shall provide technology professional liability/cyber liability coverage at a minimum limit of \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

### **Automobile Liability**

\$1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

### **Workers' Compensation**

Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: \$1,000,000 each occurrence.

**Municipal or state agency provisions:** If the Contractor is a Municipal Corporation or an agency of the State of Washington or any other Public Agency, and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with this section.

### **Deductibles and Self-Insured Retentions**

Any deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.

### **Other Insurance Provisions and Requirements**

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. All Liability Policies except Workers' Compensation and Professional Liability:
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement(s) shall be included with the certificate of insurance, "CG 2010 11/85" or its substantive equivalent is required. The County requires these Endorsement(s) to complete the Contract.
  - b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
  - c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All policies
  - a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after 30 calendar days prior written notice has been given to the County.

### Acceptability of Insurers

Insurance coverage is to be placed with insurers with an AM Best's rating of no less than A: VIII, or, if not rated with an AM Best's, with minimum surpluses the equivalent of an AM Best's surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Best's rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

### Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. In the event of a claim, the County reserves the right to require complete, certified copies of all required insurance policies at any time, which may be redacted of confidential and proprietary information.

If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.

County's receipt or acceptance of Contractor's evidence of insurance without comment or objection, or County's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth above or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance or preclude or prevent any action by County against Contractor for breach of the insurance requirements.

**In addition to the minimum limits listed above, Contractors providing services to Community Protection Program Clients, shall also maintain limits no less than the following:**

### General Liability

\$3,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

**In addition to the minimum limits listed above, Contractors providing Housing and Community Development services shall also maintain the following minimum insurance types and limits:**

#### **Property Insurance**

Insurance Services Office Form Number CP 00 10, or its substantive equivalent, covering BUILDING AND PERSONAL PROPERTY COVERAGE and Insurance Services Office form number (CP 10 30) CAUSES OF LOSS - SPECIAL FORM or project appropriate equivalent, written on a replacement cost basis, is required.

#### **National Flood Insurance**

The use of CDBG and HOME funds for acquisition or construction purposes in identified flood hazard areas shall be subject to contract agency mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973.

#### **Builder's Risk/Installation Floater**

The Contractor shall procure and maintain, at its sole cost and expense, during the life of the Contract, or until acceptance of the project by King County, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 ( Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss - Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for one hundred percent of the replacement value thereof, and include coverage for flood, Earth Movement (including earthquake) and owner-furnished equipment, as applicable. The policy shall be endorsed to cover the interests, as they may appear, of King County, Owner, Contractor and subcontractors of all tiers with King County listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by King County, the Contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so damaged or destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract. The policy shall include a waiver of subrogation in favor of the County.

#### **Minimum Limits of Insurance for HCD Projects**

Prior to commencement of building construction and until construction is complete and approved, the Agency shall cause the construction contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Contract. The Agency and County shall be named as additional insured, for full coverage and policy limits, on liability policies except Workers Compensation and Professional Liability, and as Named Insureds on Builders Risk policies. The cost of such insurance shall be paid by the Agency and/or any of the Agency's contractors/ subcontractors. The Agency shall maintain limits no less than the following:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage
- Professional Liability, Errors & Omissions: \$1,000,000 per claim and in the aggregate. Please note that this coverage is required only in the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services.
- Builder's Risk Insurance: One hundred percent replacement cost value.
- Workers Compensation: Statutory requirements of the state of residency.
- Stop Gap or Employers Liability Coverage: \$1,000,000 each occurrence.

### Property Coverage Policies

The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.

**In addition to the minimum limits listed above, Contractors providing mental health outpatient treatment or non-treatment services shall also maintain limits no less than the following:**

#### General Liability

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#### Professional Liability, Errors, & Omissions

\$3,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

**Cyber Liability / Technology Professional Liability:** For contracts involving software or technology where data breach or exposure of personal and/or confidential information could impact the County, Contractor shall provide technology professional liability/cyber liability coverage at a minimum limit of \$3,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of

electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

**In addition to the minimum limits listed above, Contractors providing mental health inpatient services, shall also maintain limits no less than the following:**

#### **General Liability**

\$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

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**In addition to the minimum limits listed above, Contractors handling County funds or assets, for example Contractors providing rental assistance or distributing gift cards, shall also maintain limits no less than the following:**

Fidelity and Crime Coverage: Fidelity, Theft, Disappearance, & Destruction Liability/Employee Dishonesty: The limit of coverage should be commensurate with the maximum amount at risk at any one time; or a total of one year's receipts or similar measure of exposure. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and 'Provide Required Notice of Cancellation to Another Entity' ISO form CR 20 17 10/10.