



FY 24 Lead Agency Insurance Requirements

- A. **GENERAL REQUIREMENTS.** The Grantee, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Grant Monitor giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance, signed by an authorized representative of the insurer(s), have been provided to, and accepted by, the Grant Monitor. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Grantee is encouraged to require its subcontractors to carry the same or similar insurance required herein as deemed necessary by the Grantee.

All required policies shall contain a waiver of subrogation provision in favor of the District.

The District shall be included in all policies required hereunder to be maintained by the Grantee as an additional insureds for claims against the District relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee, and not the additional insured. The additional insured status under the Grantee's Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Grantee's liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or anyone for whom the Grantee may be liable. These policies shall include a separation of insured clause applicable to the additional insured.

If the Grantee maintains broader coverage and/or higher limits than the minimums shown below, the District requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Grantee.

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Monitor with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the Grant Monitor in writing), covering liability for all ongoing and completed operations of the Grantee, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage

for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Monitor of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the Grant Monitor in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee's commercial automobile liability, property policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the Grant Monitor of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Monitor of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
5. Cyber Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Monitor of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
6. Crime Insurance (3rd Party Indemnity) - The Grantee shall provide a 3rd Party Crime policy to cover the dishonest acts of Grantee's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.

7. Employment Practices Liability - The Grantee shall provide evidence satisfactory to the Grant Monitor with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Grantee will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Grantee. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$3,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
9. Sexual/Physical Abuse & Molestation - The Grantee shall provide evidence satisfactory to the Grant Monitor with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
10. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Monitor of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Grantee’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.