

ATTACHMENT 2 – DESCRIPTION OF INSURANCE REQUIREMENTS AND SAMPLE CERTIFICATE

The following insurance requirements may need to be provided per the contract requirements. Please provide a copy of this information to your insurance agent or broker to ensure you have complete and appropriate coverage. The agent should send only the Certificate of Insurance (COI)/ACORD form (see attached sample) with the evidence of the following items.

Commercial General Liability – \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

The City and County of Denver, its elected and appointed officials, employees and volunteers must be included as an additional insured.

Business Automobile Liability – Maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement. Respondents may request substitution of Business Automobile Liability with an adequate justification for the substitution and with provided proof of Personal Automobile Liability with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Agreement. The personal automobile liability policy will include a business use endorsement.

The City and County of Denver, its elected and appointed officials, employees and volunteers must be included as an additional insured for Business Automobile policy.

Workers' Compensation/Employer's Liability Insurance – \$100,000 per occurrence for each bodily injury claim;
\$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claim. If provider is exempt from the legal requirement to have Workers' Compensation provider must submit signed and notarized Separate Declaration Regarding Independent Status to Contracting Services. If the provider is an LLC or corporation provider must also formally reject Workers' Compensation with the Department of Labor and Employment (CDLE).

Other insurance that may be required in the contract, depending on the scope of work:

Evidence of Sexual Abuse and Molestation Insurance (may also be referred to as Sexual Misconduct) Contractor shall maintain a sublimit of \$100,000 or more. Sublimit below \$100,000 will not be accepted.

The City requires that contractors working with children, the elderly, disabled, or other vulnerable populations have no exclusion for sexual abuse or molestation on their general liability policies.

It is essential that this contractual coverage requirement be evidenced on the Certificate of Insurance because insurance policies may (1) specifically not exclude this coverage, (2) specifically include this coverage, or (3) be silent on the coverage (no mention of an exclusion or inclusion). If specifically included must state sublimit.

Evidence of Coverage:

Coverage should be evidenced on the ACORD forms in the General Liability and/or Professional Liability section per the attached sample(s).

Policies and/or endorsements in lieu of certificates will be rejected.

Coverage Included in the Professional Liability Policy:

Coverage will be accepted under a professional liability policy, if part of a combined general/professional liability policy or if also covered under a separate general liability policy.

Professional Liability – Contractor shall maintain limits of \$1,000,000 for each claim and \$1,000,000 aggregate limit for all claims.

Media Professional Liability – Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

Cyber Liability – Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Many existing Business Liability packages include forms of Cyber Liability and may meet the new requirements. Please discuss the policy details with your insurance broker to ensure compliance. The City and County of Denver is not able to provide policy guidance or interpretation.

Please note that the Cyber Liability requirement is applicable to those contracts that maintain, use, or transfer PII. Contracts that operate solely with Publicly Available Data will not have a Cyber Liability requirement or may show reason to request an exemption.

In addition to the types of insurance, the Certificate must show:

1. The City and County of Denver Human Services listed as the Certificate Holder in the box at the lower left corner. In the lower right-hand box, it should be noted and include a 30-day written notice of cancellation and 10 days' notice for nonpayment of premium.
2. In the description/endorsement box, the following is to be the only wording included:

“The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured” with regards to XXXXX (insert the appropriate policies only such as “commercial general liability policy and the business auto liability policy”).

To remain compliant to the terms & conditions of the contract agreement, please have your agent or broker provide proof that the insurance for this agreement (COI/ACORD) is updated and that there is no lapse in coverage of required insurance.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) Date Cert Issued

PRODUCER
Contractor's Insurance Broker Name
Insurance Broker's Address
Insurance Broker's Phone Number

INSURED
Contractor's Legal Name
Contractor's Address

INSURERS AFFORDING COVERAGE
INSURER A: General Liability Insurance Carrier
INSURER B: Auto Liability Insurance Carrier
INSURER C: Workers' Compensation Insurance Carrier
INSURER D: Professional Liability (if required)
INSURER E:

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse & Molestation (if required) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SCOT <input type="checkbox"/> LOC	General Liability Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Auto Liability Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Workers' Comp Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATUS/OTHER LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000
D		OTHER Professional Liability (if required in the Contract)	Professional Liability Policy Number	Policy Start Date	Policy End Date	Per Occurrence and Aggregate Limits Required in the Contract

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

CERTIFICATE HOLDER
City and County of Denver
Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 10 days for non payment of premium
AUTHORIZED REPRESENTATIVE
Insurance Broker Signature

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Contractors legal name →

Sexual abuse and molestation coverage evidenced here, if required* →

Types of insurance required in contract →

If other insurance (Cyber Liability, Professional Liability for example) is required please list it here →

Only additional insured in this box* →

Verify correct address and contact →

Policy limits be same or greater than required in the contract →

Policy start date must be prior to effective date of contract →

****The "description" box must only contain the wording: "The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured" with regards to the appropriate policies only. QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" CAN NOT BE INCLUDED.**