

FY24

CONTRACT INSURANCE LANGUAGE:

COVERAGE AND LIMIT REQUIREMENTS

RISK MANAGEMENT
DEPT. OF ADMINISTRATION
Underwriting

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Contract Insurance Coverages and Minimum Limits

Workers Compensation (Statutory) and Employer's Liability:

Contractor shall maintain workers compensation coverage as follows:

Coverage A – Statutory

Coverage B – \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshore and Harbor Workers Compensation Act, the Jones Act, or under laws regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Coverage shall include a waiver of subrogation in favor of the State, its officers, employees, agents, and volunteers.

Commercial General Liability Insurance (CGL)

Contractor shall maintain commercial general liability on an occurrence basis to include premises and operations, personal and advertising injury, products and completed operations, liability assumed under an insured contract, and independent contractors. The limits of liability shall not be less than:

\$1,000,000 each occurrence bodily injury and property damage

\$1,000,000 personal and advertising injury

\$2,000,000 general aggregate*

\$2,000,000 products/completed operations aggregate*

Coverage shall include additional insured status and a waiver of subrogation in favor of the State, its officers, directors, employees, agents, and volunteers.

If the contractor will interact with minors the contractor shall maintain sexual misconduct liability on an occurrence basis with a limit of liability of not less than \$1,000,000 per occurrence. This coverage may be provided by the commercial general liability policy or on a stand-alone basis.

*If warranted, based on the exposure, a per project aggregate may be necessary. If so, the per project aggregate, general aggregate, and the products/completed operations aggregate should be twice the minimum required occurrence limit. The ISO endorsement CG 25 03 or its equivalent should be required.

Commercial Automobile Liability Insurance:

Contractor shall maintain Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage including coverage for all owned, hired, and non-owned automobiles. Where applicable, coverage should include personal injury protection.

Coverage shall include additional insured status in favor of the State, its officers, directors, employees, agents, and volunteers.

Higher Limits:

Higher limits may be necessary depending on the exposure. If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

* Required limits are minimum acceptable limits. Higher limits may be required by an Agency depending upon the cost of the project, assesses risks and exposures. Required insurance policy limits as required by the State under contracts, are not to be interpreted or construed as a limit to the contractor's liability for damages.

If higher limits are required for General Liability or Automobile Liability, Contractor shall maintain Umbrella/Excess Liability Insurance with minimum limits of \$X million in the aggregate; this policy shall afford coverage at least equivalent to the required coverage as set forth above for General Liability and Automobile Liability. The Umbrella Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Insurance Language Requirements for Sub- Contractors:

The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by the Contractor's subcontractor. Contractor shall ensure that all tiers of Sub-Contractors shall maintain insurance in like form and amounts, including the Additional Insured requirements. , unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

Service-Based Insurance Requirements:

If other forms of insurance (e.g., sexual abuse and molestation, professional liability, crime, aviation, pollution, marine, cyber or builders' risk) are required by the State, the contractor will comply with such requirements. The State may take such steps as necessary to assure contractor's compliance with insurance requirements. In the event contractor fails to maintain minimum insurance coverage as required or provide written evidence of required certificates, State may maintain such coverage and charge the expense to contractor, terminate this agreement and/or withhold payment.

Professional Liability:

If the contracted professional is licensed or certified (i.e., architect, consultant, paramedic, attorney, engineer, etc.) or if the information developed by the professional be used in a decision making process within the institution that could create a liability (i.e., clinical trials, building construction, etc.), consultant shall maintain Professional Liability insurance (errors and omissions) with minimum limits of \$1,000,000* per claim and \$2,000,000 million in the aggregate, on an occurrence form.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

Crime/Employee Theft:

Employee Dishonesty coverage should be required for any contract with a third party that (1) collects money or other forms of payment on your behalf; (2) collects money or others forms of payment on their own behalf and then makes a periodic payment to you for a portion of the amount collected; (3) has special access to valuable property on your premises; (4) has special access to confidential or personal information (paper or electronically); or (5) has on-site or remote access to your computer network and data.

Contractor shall maintain Employee Dishonesty coverage including coverage for Client's Property with the State as Loss Payee.

Information Security/Cyber Liability:

For work that includes technology consultants, cloud-based computing, data storage, payment processing, personal protected information, etc., contractor shall maintain Cyber Insurance covering claims resulting from wrongful acts committed in the performance of, or failure to perform, all services under the agreement, including, without limitation, claims, demand, and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

This coverage is to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of

malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

Recommended Limits for Minor Contracts or Minimal Exposure

Each Occurrence – \$1,000,000

Network Security / Privacy Liability –\$1,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

Technology Professional E&O – \$1,000,000 (Only applicable for Vendors supplying IT consulting services)

Recommended Limits for Average Exposure Contracts

Each Occurrence – \$3,000,000

Network Security / Privacy Liability –\$3,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

Recommended Limits for Extensive Contracts or Significant Exposure

Each Occurrence – \$5,000,000 or greater

Network Security / Privacy Liability –\$5,000,000 +

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate or greater

Technology Professional E&O – \$5,000,000 + (Only applicable for Vendors supplying IT consulting services)

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

For claims made policies the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Sexual Abuse Molestation Coverage:

Contractor shall obtain and keep in force during the term of the Contract, Abuse and Molestation Insurance in a form and coverage that are satisfactory to the State of Idaho. The policy shall cover any and all claims, suits, or damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers.

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000,00* per occurrence. Any annual aggregate limit shall not be less than \$2,000,000. Coverage may be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. These limits shall be exclusive to

this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents, or injuries, or the time period, or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense. The cost of defense shall be provided outside the coverage limit.

Liquor Liability:

If the contractor is operating a business that distributes, sells, or serves alcoholic beverages or if their activities require a liquor license, they should maintain liquor liability insurance of at least \$1,000,000.00 per occurrence/aggregate naming the State, its officers, directors, employees, agents, and volunteers as an additional insured.

Builders Risk:

Required on most construction projects. Currently there is coverage for most construction projects under the property insurance policy. The limit provided is \$25M. Additional Builders Risk coverage may be required in excess to this coverage. It is preferable that the General Contractor procure the excess Builder Risk insurance, or primary should the nature of the project be excluded under the property policy.

If the contractor provides the coverage contractor shall maintain Builders Risk insurance in the amount of the initial contract amount plus values of subsequent modifications, change orders, and loss of materials supplied or installed by others comprising the value of the entire project at the site on a replacement cost basis without optional deductibles. Such Builders Risk insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than State has insurable interest in the property to be covered, whichever is earlier. The Builders Risk insurance shall include interests of the State, the general contractor, subcontractors, and sub-tier contractors in the project.

The builders risk coverage shall be written on a Special Covered Cause of Loss form and shall include theft; vandalism; malicious mischief; collapse; false-work; temporary buildings; transit; debris removal, including demolition; increased cost of construction; architect's fees and expenses; soft costs; flood, (including water damage), earthquake; and, if applicable, all below and above ground structures; piping; foundations, including underground water and sewer mains; piling, including the ground on which the structure rests; and excavation, backfilling, filling, and grading.

Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

The Builders Risk shall include Permission to Occupy or a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. The Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders Risk Policy. The Builders Risk policy shall remain in force until acceptance of the project by the State.

Equipment breakdown coverage (boiler and machinery) shall be included as required by the contract documents or by law, which shall specifically cover insured equipment during installation and testing, including cold and hot testing.

The deductible shall not exceed \$10,000 (may be higher for Flood and Earthquake) and shall be the responsibility of the Contractor.

If Owner is damaged by failure of Contractor to maintain insurance as required in this section, then Contractor shall bear all reasonable costs properly attributable to that failure. Coverages shall be written for 100% of the completed value (replacement cost basis) of the work being performed. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered. Other coverages may be required if provided in the Contract documents.

If the Contractor does not intend to purchase such Builders Risk insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the State as stated in writing prior to commencement of the work. The State may then purchase insurance which will protect the interests of the State, the general contractor, subcontractors, and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the State. The cost shall be charged to the Contractor. Losses in excess of the deductible insured under the Builders Risk shall be adjusted in conjunction with the State. Any insurance payments/proceeds shall be made payable to the State subject to requirements of any applicable mortgage clause. The contractor shall pay subcontractors their just shares of insurance proceeds received by the contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-tier contractors in similar manner.

If the State is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the State, then the Contractor shall bear all reasonable costs properly attributable thereto.

Aviation (including Drones):

As respects charters and land use permits, contractor shall maintain Aircraft Liability insurance including coverage for all owned, hired, and non-owned aircraft with a combined single limit of for bodily injury and property damage of not less than \$1,000,000 per occurrence/2,000,000.00 aggregate with no per seat passenger limitation.

As respects use of drones by third parties, contractor shall maintain Aviation Liability with a limit of liability of not less than \$1,000,000 extending to claims of bodily injury, property damages, personal injury and advertising liability.

Pollution Liability:

For any work that involves the handling of hazardous material or if the work could create or exasperate an environmental hazard, contractor shall maintain Pollution Liability coverage extending to claims of bodily injury, property damage, including cleanup costs, removal, storage, disposal, and/or use of the pollutant with a limit of liability of not less than \$1,000,000* and the State, officers, employees, agents, and volunteers should be included as an Additional Insured with respects to liability and defense of suits arising out of activities performed by or on behalf of contractor, including Completed Operations. Completed Operations coverage should be included for up through

the statute of repose after the project is completed and accepted by the project Owner. If the contractor is responsible for removing any pollutants from a site, the contractor's automobile liability insurance should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement MCS-90.

Marine Liability:

Whenever an activity involves vessels, divers, piers, docks, wharves or work on a navigable waterway, Marine insurance requirements should be incorporated into the contract. If vessels will be used to perform work under the agreement contractor shall maintain the following:

1. Protection & Indemnity (P&I) Insurance (including crew) with a minimum limit of \$1,000,000. For larger projects, higher limits may be required.
2. Vessel Pollution Liability with limits equal to the required P&I limits.
3. Hull & Machinery (H&M) to provide Collision coverage for damage that could be caused to other vessels.

If the work performed under the agreement will take place on or over a navigable waterway the contractor and any subcontractor must evidence statutory USL&H Coverage.

If the work performed under the agreement involves underwater diving the contractor must demonstrate that the divers are commercially certified and evidence Maritime Employers Liability (MEL) with a minimum limit of \$1,000,000.

Additional Language and Considerations:

Terms of Coverage:

If coverage is not available on an occurrence basis, coverage shall be provided on a claims-made basis. For claims made policies, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase "extended reporting"(tail) coverage for a minimum of five (5) years after completion of contract work.

No Waiver of Sovereign Immunity:

In no event shall this Agreement or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State of Idaho. This Section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the state's sovereign immunity, and is not consent by the State of Idaho, to be sued in federal court, or a waiver of any form of immunity, including, but not limited to, sovereign immunity, and immunity based on the Eleventh Amendment to the Constitution of the United States.

Approval:

The required insurance shall be subject to the approval of the State, but any acceptance of insurance by the State shall in no way limit or relieve Contractor of the duties and responsibilities stipulated in the Agreement.

Self-insured retentions must be declared to and approved by the State. The State may require the contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Contractor will maintain, at its sole expense, the required insurance purchased from an insurer licensed/authorized to transact business in the State of Idaho. Insurance carriers must have an AM Best's Rating of A-VII or better.

Cancellation:

Policies shall provide a minimum of 30 days' advance written notice of cancellation, material change, or nonrenewal of policies required under the contract to the State. NOTE: Most insurance companies will not provide notice to parties other than the Named Insured. However, in those situations where the insurance carrier refuses to provide notice to the State, the Contractor shall notify the State of any cancellation or reduction in coverage or limits of any insurance within seven days of receipt of insurer's notification to that effect.

Contribution:

Contractor's insurance shall be issued on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the State.

Self-insured retentions must be declared to and approved by the State. The State may require the contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

FORMS:

Severity Chart:

		*SEVERITY: -->				
		Insignificant	Minor	Fair	Major	Catastrophic
LIKELIHOOD	Almost Certain	Low	Moderate	High	Severe	Extreme
	Likely	Low	Moderate	High	Severe	Extreme
	Possible	Low	Moderate	High	High	Extreme
	Unlikely	Low	Low	Moderate	High	Severe
	Rare	Low	Low	Moderate	High	High
	None	None	None	None	None	None

EXAMPLE OF MINIMUM INSURANCE REQUIREMENTS

FINANCE **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Accountant (bookkeeping services)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	NA**	N/A
Accountant (accounts receivables)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	NA**	N/A
Financial Advisor / Asset Management	\$1,000,000	\$10,000,000	A	B	C	\$10,000,000	NA**	N/A
Financial Advisor / Tax Consultant	\$1,000,000	\$10,000,000	A	B	C	D	NA**	N/A

CONSTRUCTION & BUILDING RELATED SERVICES **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Architect (interior design services)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Architect (structural integrity audits)	\$1,000,000	\$2,000,000	A	B	C	N/A	N/A	N/A
Architect (building structural design)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A	N/A
Asbestos Abatement	\$5,000,000	N/A	A	B	C	N/A	N/A	\$10,000,000
Boiler/Chiller Installation	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Cleaning	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Construction Project Management	\$1,000,000	\$10,000,000	A	B	C	D	N/A	N/A
Debris Removal (hauling co.)	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Hazardous Material Removal (hauling)	\$5,000,000	N/A	A	B	C	N/A	N/A	\$10,000,000
Electricians	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Elevator Work	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Engineer (licensed-all types)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Environmental Consult. Phase I ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Environmental Consult. Phase II ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Environmental Consult. Phase III ESA	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A	\$5,000,000
Environmental Remediation	\$5,000,000	\$5,000,000	A	B	C	N/A	N/A	\$5,000,000
Expeditor	\$1,000,000	\$1,000,000	A	B	C	D	N/A	N/A
Exterior Contractors (facades, roofs, Sidewalks, concrete work)	\$3,000,000	E	A	B	C	N/A	N/A	N/A
Exterminators	\$3,000,000	N/A	A	B	C	N/A	N/A	\$1,000,000
HVAC (other than boilers)	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Intercoms/Cameras/Telecom.	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Interior Contractors	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Landscape Designers	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Landscaping (use of hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	N/A	\$1,000,000
Landscaping (no use of hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Movers	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Painter/Floor Scrapping	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Plumbers	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Roof Tanks	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Scaffolding Companies	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Suppliers delivering, no installing	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Suppliers delivering, installing product	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A

INFORMATION TECHNOLOGY **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Data Analysis	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Database Analysis	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Database Management	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Network Administration (existing systems)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Network Development (turnkey services)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Programmer	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Development (code writing)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Development (custom package)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Development (database design)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Licensing ("off the shelf")	\$1,000,000	N/A	A	B	C	D	\$5,000,000	N/A
Telecom Administration	\$1,000,000	N/A	A	B	C	D	\$5,000,000	N/A
Telecom Design	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Web Administrator	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Web Designer	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A

MEDICAL CONSULTING **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Medical/Dental Services (research only)	\$1,000,000	\$1,000,000	A	B	C	N/A	\$5,000,000	N/A
Medical Data Analysis	\$1,000,000	\$1,000,000	A	B	C	N/A	\$5,000,000	N/A
Medical Testing	\$1,000,000	\$1,000,000	A	B	C	N/A	\$5,000,000	N/A
Optic designer	\$1,000,000	\$1,000,000	A	B	C	N/A	\$5,000,000	N/A
Ancillary Professionals: (Psychologist, Psychiatrist, Nurse, Resp. Therapist, Physical Therapist, Massage Therapist)	\$1,000,000	\$1,000,000/ \$1,000,000	A	B	C	N/A	\$5,000,000	N/A
High Risk Specialties: (Obstetrics, Ortho & Neuro Surg., Emer. Med., Gen & Thor Surg.)	\$1,000,000	\$2,000,000/ \$6,000,000	A	B	C	N/A	\$5,000,000	N/A
Office based: Physician, Physician assist. Nurse Practitioner, Midwife	\$1,000,000	\$1,000,000/ \$3,000,000	A	B	C	N/A	\$5,000,000	N/A
Psych/Behavior Services, (research support)	\$1,000,000	\$1,000,000	A	B	C	N/A	\$5,000,000	N/A

MANAGEMENT/BUSINESS ADVISORY **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Curriculum Developer/Director	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Legal (litigation support)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A	N/A
Legal (regulatory compliance)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A	N/A
Management/Business Consultant	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Project Manager	\$1,000,000	N/A	A	B	C	D	N/A	N/A

COMMUNICATIONS **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Advertising Agent (sales)	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Community Organizer	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Lobbyist	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Marketing/Promotional Firm	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Public Relations/Communications	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Training (onsite)	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A

HUMAN RESOURCES **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Employee Benefits: (administrative services)	\$1,000,000	\$5,000,000	A	B	C	\$5,000,000	\$5,000,000	N/A
Employee Benefits: (design and implement)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Executive Search Firm	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Seminar Facilitator/Leader	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A

PRINT RELATED SERVICES **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Editor	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Graphic Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Indexers	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Literary Editor (print, on line, or NOC)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Literary Translators **	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Media Producer (audio/visual)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Writer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A

ENTERTAINMENT/EVENT SERVICES **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Actor, (not through event planner)**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Announcer, (radio & television)**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Art Conservator/Curator**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Artist (all media)**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Caterer (if serving liquor require liquor liability in additional to general liability)**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Competition Judge**	N/A	N/A	A	B	C	N/A	N/A	N/A
Event/Meeting Planner	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Musician (not through event planner)**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Performing Artist**							N/A	
> Individual	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
> Individual with Equipment	\$1,000,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A

> Entity	\$1,000,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Photographer/Videographer**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Piano/Organ Tuner**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Video & Audio Editors/Production**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A

MISCELLANEOUS, ALL OTHER **	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Appraiser	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Archaeologist	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Claims Administrator/Claims Analyst	\$1,000,000	\$1,000,000	A	B	C	\$5,000,000	\$5,000,000	N/A
Food Service (no liquor) - if serving liquor require at least \$1M liquor liability in addition to general liability). **	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Risk Management/Commercial Insurance	\$1,000,000	\$1,000,000	A	B	C	\$5,000,000	N/A	N/A
Speaker/Lecturer**	N/A	N/A	A	B	C	N/A	N/A	N/A
Special Events: High Risk: (carnival rides, climbing walls, mechanical bulls, etc.)**	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Special Events: Low/Mod Risk (caterers, amusements, games etc.)**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Sports Trainer/Coach**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Translator/Interpreter**	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Camp Counselor**	\$1,000,000		A					
Transportation: Livery/Taxi	\$1,000,000	N/A	\$1,000,000	B	C	N/A	N/A	N/A
Transportation: Charter Bus **								
> 5-10 passengers per vehicle	\$1,000,000	N/A	\$1,000,000	B	C	N/A	N/A	N/A
> 11-20 passenger per vehicle	\$1,000,000	N/A	\$2,000,000	B	C	N/A	N/A	N/A
> Over 20 passengers per vehicle	\$1,000,000	N/A	\$5,000,000	B	C	N/A	N/A	N/A

* Additional insured status and a waiver of subrogation in favor of (ENTITY) is required under a third party's general liability coverage.

** If the third party will interact with minors on (ENTITY) premises sexual molestation liability coverage should be required with additional insured status in favor of (ENTITY) with a minimum limit of \$1,000,000.

** If the third party will have access to (ENTITY)'s network(s) or access to (ENTITY)'s data that includes Personally Identifiable Information and/or Protected Health Information Cyber Liability should be required. If the contractor/vendor can document that their Cyber Liability coverage is part of their Professional liability, a separate Cyber Liability Policy is not required

Matrix Key

- A. Automobile Liability insurance is required for contractors/vendors where they transport (ENTITY) property, transport (ENTITY) employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.
- B. Statutory Workers Compensation is required for any contractor with employees. A waiver of subrogation in favor of (ENTITY) is required. Employers Liability limits are \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$1,000,000 policy aggregate. If the contractor/vendor is performing hazardous activities such as building demolition, asbestos abatement or hazardous waste clean-up, the requirement increases to \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$1,000,000 policy aggregate.
- C. If higher limits are required for General Liability or Automobile Liability Contractor shall maintain Umbrella/Excess Liability Insurance with minimum limits of \$X million in the aggregate; this policy shall afford coverage at least equivalent to the required coverage as set forth above for General Liability and Automobile Liability. The Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

- D. Crime coverage will be required if the contractor/vendor directly handles or has access to computer systems that administer (ENTITY) money, securities or other negotiable instruments.
- E. If the contractor/vendor can document that their Professional Liability coverage is contained in their GL Policy, a separate Professional Liability Policy is not required.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)
10/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brokerage Company ABC	CONTACT NAME: Agents Name <table style="width: 100%; border: none;"> <tr> <td style="border: none;">PHONE (A/C, No, Ext):</td> <td style="border: none;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2" style="border: none;">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:	
PHONE (A/C, No, Ext):	FAX (A/C, No):				
E-MAIL ADDRESS:					
INSURER(S) AFFORDING COVERAGE					
INSURER A : Insurance Company ABC					
INSURER B : Insurance Company DEF					
INSURER C :					
INSURER D :					
INSURER E :					
INSURER F :					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	10/24/2023	10/24/2024	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	10/24/2023	10/24/2024	<table style="width: 100%; border: none;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	10/24/2023	10/29/2023	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A <input type="checkbox"/>			Policy Number	10/24/2023	10/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <table style="width: 100%; border: none;"> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000								
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	PROF LIABILITY If yes, describe under DESCRIPTION OF OPERATIONS below			Policy Number	10/24/2023	10/24/2024	<table style="width: 100%; border: none;"> <tr><td>Occurrence</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	Occurrence	\$ 1,000,000	Aggregate	\$ 1,000,000										
Occurrence	\$ 1,000,000																				
Aggregate	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Any additional comments that need to be added

CERTIFICATE HOLDER	CANCELLATION
IDSTPAR State Agency Address	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature needed

**Department of Administration
Risk Management
Insurance Exemption Request**

Date: _____

State Agency: _____

Contractor Submitting Request: _____

Contract No.: _____

Description of scope of work or services to be performed under contract:

Line of Coverage:

Auto Liability: Workers Compensation: Employer's Liability: Builders Risk:

Cyber Liability: SAM Liability: Professional Liability: Other

Reason for Exemption:

Supporting Documentation: Yes No

Agency Comments:

Support Exemption: Yes No

Name: Signature: Date:

**Department of Administration
Risk Management
Insurance Exemption Request**

Risk Management Comments:

Support Exemption: Yes No

Name:

Signature:

Date:

Legal Dept. Comments:

Support Exemption: Yes No

Name:

Signature:

Date:

Agency Exemption Determination:

Approved: Yes No

Name:

Signature:

Date:

Title:

[Please return a fully executed copy to all signees]

PROPERTY CERTIFICATE OF INSURANCE REQUEST FORM

E-MAIL THIS DOCUMENT TO:
[ADMRiskUnderwriting@ADM.IDAHO.GOV](mailto:ADMRiskUnderwriting@adm.idaho.gov)

Name of Requesting State Agency/Dept.	Date:	Time:
State Personnel Initiating Request:		
E-mail Address:		Phone #:
Agency comments, if any:		
Certificate Holder (Non-State Entity requesting the certificate):		
Attention:		
Address:		
City, State, Zip:		
Job, Location or contract /Ref. #:		
Type Cert.: <input checked="" type="checkbox"/> Property	Loss Payee: (Owner/Vendor /Lessor of equipment, etc.) Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Loss Payee Address: (If different than Certificate Holder:	
	Copies of contracts must be sent along with this request	
	Description of Leased Equipment: (Year, Make Model, VIN, Value)	
DESCRIPTION OF ACTIVITY FOR WHICH REQUEST IS INITIATED: (Date(s), Location, Purpose)		

LIABILITY CERTIFICATE OF INSURANCE REQUEST FORM

E-MAIL THIS DOCUMENT TO:
ADMRIKUNDERWRITING@ADM.IDAHO.GOV

Name of Requesting State Agency/Dept.	Date:	Time:				
State Personnel Initiating Request:						
E-mail Address:		Phone #:				
Agency comments, if any:						
Certificate holder (Non-State Entity requesting certificate):						
Attention:						
Address:						
City, State, Zip:						
Job, Location or contract /Ref. #:						
Type Cert.: <input type="checkbox"/> General Liability <input type="checkbox"/> Auto Liability <input type="checkbox"/> Auto Property Damage <input type="checkbox"/> Other	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> Does the contract require liability limits higher than \$500,000? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, what limits? Provide explanation for request. </td> </tr> <tr> <td style="padding: 5px;"> Loss Payee: (Auto PD Only- generally a bank, auto dealership, vendor /lessor of vehicles.) Yes <input type="checkbox"/> No <input type="checkbox"/> </td> </tr> <tr> <td style="padding: 5px; color: blue; font-weight: bold;"> Copies of contracts must be sent along with this request if any of the above boxes are marked "Yes". </td> </tr> <tr> <td style="padding: 5px;"> Leased Auto Information: (Make, Model, Year, VIN) </td> </tr> </table>		Does the contract require liability limits higher than \$500,000? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, what limits? Provide explanation for request.	Loss Payee: (Auto PD Only- generally a bank, auto dealership, vendor /lessor of vehicles.) Yes <input type="checkbox"/> No <input type="checkbox"/>	Copies of contracts must be sent along with this request if any of the above boxes are marked "Yes".	Leased Auto Information: (Make, Model, Year, VIN)
Does the contract require liability limits higher than \$500,000? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, what limits? Provide explanation for request.						
Loss Payee: (Auto PD Only- generally a bank, auto dealership, vendor /lessor of vehicles.) Yes <input type="checkbox"/> No <input type="checkbox"/>						
Copies of contracts must be sent along with this request if any of the above boxes are marked "Yes".						
Leased Auto Information: (Make, Model, Year, VIN)						
DESCRIPTION OF ACTIVITY FOR WHICH REQUEST IS INITIATED: (Date(s), Event Location, Name, Number of Participants, Purpose)						
Explanation for limit above \$500,000.00:						

STATE OF IDAHO
STATE AGENCY INDEMNITY HOLD HARMLESS
MEMORANDUM OF UNDERSTANDING

_____ and _____ understand that each is insured with respect to tort liability by the State of Idaho Retained Risk Account, a statutory system of self-insurance, and are subject to the Idaho Tort Claims Act.

1. Liability coverage. The parties understand that each is covered with respect to tort liability by the State of Idaho, Department of Administration, Risk Management Program utilizing the Retained Risk Account. This is a plan of liability coverage provided by and subject to provisions of the Idaho Tort Claims Act, and the Department of Administration, Risk Management statutes.
2. Liability allocation of loss history and assessments. The parties agree that any tort liability claim, suit or loss resulting from or arising out of the parties' performance of any activities under this Memorandum of Understanding (MOU) shall be allocated to one or both parties by the Department of Administration, Risk Management Program for purposes of loss experience and subsequent allocation of agency premium assessments. Each party to this contract agrees to notify the Department of Administration, Risk Management Program and the other party in the event it receives notice or knowledge of any claims arising out of the performance of, or the parties' activities under this contract.
3. If damaged property or vehicle is covered by property or auto coverage through Dept. of Administration/Risk Management, the loss will be a charged to the agency that caused the damage and will be responsible for the deductible. If the property is not covered Dept. of Administration/Risk Management Program, the agencies will have to negotiate the issue. Each agency will agree to handle damage to its own property regardless of which agency caused the damage for all losses, or for any in which it was not clear who was at fault. Both agencies will notify Dept. of Administration/Risk Management similar to that for third party liability claims.

NAME OF EVENT: _____
VENUE/AGREEMENT _____
DATE OF EVENT: _____

Agency Signature and Date

Agency Signature and Date

Title

Title