

## **INSURANCE REQUIREMENTS FOR CITY AGREEMENTS**

**Grantee shall have, and shall require all Subgrantees of every tier providing services under this Agreement to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Grantee and/or Subgrantee pursuant to applicable generally accepted business standards. Depending on services provided by Grantee and/or Subgrantee(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

### **I. General Requirements Applicable to All Grantee's Insurance.**

The following requirements (A-J) apply to the **Grantee and to Subgrantee(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Grantee acknowledges and agrees to the following concerning insurance requirements applicable to Grantee and Grantee's Subgrantee(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Agreement.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Agreement, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Austin Public Health Department upon request. Execution of this Agreement will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Austin Public Health Department. The Certificate(s) shall show all endorsements by number.
- E. Insurance required under this Agreement which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Agreement and to require that Grantee make reasonable adjustments when the scope of services has been expanded.
- I. Grantee shall not allow any insurance to be cancelled or lapse during any term of this Agreement. Grantee shall not permit the minimum limits of coverage to erode or otherwise be reduced. Grantee shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Agreement are not intended and will not be interpreted to limit the responsibility or liability of the Grantee or Subgrantee(s).

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

## II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the **Grantee and to Subgrantee(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Grantee acknowledges and agrees to the following concerning insurance requirements applicable to Grantee and Grantee's Subgrantee(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement  
If eldercare, childcare, or housing for clients is provided,  
the required limits shall be: \$ 1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Agreement
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as Additional Insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

### C. The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

#### D. Business Automobile Liability Insurance

##### 1. Minimum limits:

*\$500,000* combined single limit per occurrence coverage for all owned, non-owned, and hired vehicles.

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of *\$1,000,000* per occurrence.
- b. If Grantee does not own any vehicles, a signed “Hired & Non-Owned Auto” Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
- c. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: *\$100,000/\$300,000/\$100,000* may be provided in lieu of Business Automobile Liability Insurance.

##### 2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

- a. Waiver of Subrogation (Form CA 0444)
- b. Thirty (30) day Notice of Cancellation (Form CA 0244)
- c. City of Austin named as Additional Insured (Form CA 2048)

#### E. Professional Liability Insurance

Coverage shall be provided with a minimum limit of *\$500,000* per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Agreement.

#### F. Blanket Crime Policy Insurance

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

#### G. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than *\$1,000,000* per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

#### H. Property Insurance

If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.