

ATTACHMENT F INSURANCE REQUIREMENTS

2023-2025 Biennium Startup and Expansion Grants for At-Risk Afterschool and Summer Meal Programs Insurance Requirements

Prior to execution of a **Grant**, the apparent successful **Applicant** must secure and demonstrate to **Agency** proof of insurance coverage meeting the requirements identified in the **RFA**. Failure to demonstrate coverage may result in **Agency** terminating an **Applicant's Award**. **Applicant** is encouraged to consult its insurance agent about the insurance requirements contained below and in **Insurance Requirements (Exhibit B of Attachment C Sample Grant)** prior to **Application** submission.

For informational purposes, **Oregon Department of Administrative Services Risk Management** maintains a **Commercial Insurance Agency Resource List**. The **List** can be found at the following **website**: <https://www.oregon.gov/das/risk/pages/index.aspx> under **Contracts and Risk Assessment**.

INSURANCE REQUIREMENTS

Grantee must obtain at **Grantee's** expense, and require its first-tier contractors and subgrantees, if any, to obtain the insurance specified in this **Exhibit** prior to performing under this **Grant** and must maintain it in full force and at its own expense throughout the duration of this **Grant**, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. **Grantee** must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to **Agency** and authorized to transact the business of insurance and issue coverage in **Oregon**. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. **Grantee** must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention, and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including **Grantee**, that employ subject workers, as defined in **ORS 656.027**, shall comply with **ORS 656.017** and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under **ORS 656.126(2)**. **Grantee** shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If **Grantee** is a subject employer, as defined in **ORS 656.023**, **Grantee** shall also obtain employers' liability insurance coverage with limits not less than **\$500,000** each accident. If **Grantee** is an employer subject to any other state's workers' compensation law, **Grantee** shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than **\$500,000** and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to **Agency**. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this **Grant**, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than **\$1,000,000.00** per occurrence. Annual aggregate limit may not be less than **\$2,000,000.00**.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Automobile liability insurance covering **Grantee's** business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than

\$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY

Required Not required

Directors, officers and organization liability insurance covering the **Grantee's** organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of **Grant Funds** and donor contributions - with a combined single limit of no less than **\$1,000,000.00** per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the **State** covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the **Grantee**, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Any annual aggregate limit may not be less than **\$3,000,000**. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must 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, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this **Grant** must include an additional insured endorsement specifying the **State of Oregon**, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to **Grantee's Activities** to be performed under this **Grant**. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of **Grantee's** ongoing operations must be on **ISO Form CG 20 10 07 04** or equivalent and the Additional Insured endorsement with respect to completed operations must be on **ISO form CG 20 37 07 04** or equivalent.

WAIVER OF SUBROGATION

Grantee waives and must require its first-tier contractors and subgrantees waive, rights of subrogation which **Grantee**, **Grantee's** first tier contractors and subgrantees, if any, or any insurer of **Grantee** may acquire against the **Agency** or **State of Oregon** by virtue of the payment of any loss. **Grantee** must obtain and require its first-tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the **Agency** has received a waiver of subrogation endorsement from the **Grantee** or the **Grantee's** insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least **24 months**, then **Grantee** shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the **Grant**, for a minimum of **24 months** following the later of:

- (i) **Grantee's** completion and **Agency's** acceptance of all **Services** required under the **Grant**, or
- (ii) **Agency** or **Grantee** termination of the **Grant**, or
- (iii) The expiration of all warranty periods provided under the **Grant**.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to **Agency** a **Certificate(s) of Insurance** for all required insurance before performing any **Project Activities** required under this **Grant**. The **Certificate(s)** must list the **State of Oregon**, its officers, employees and agents as a **Certificate Holder** and as an endorsed **Additional Insured**. The **Certificate(s)** must also include all required endorsements or copies of the applicable policy language effecting coverage required by this **Grant**. If excess/umbrella insurance is used to meet the minimum insurance requirement, the **Certificate of Insurance** must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, **Agency** has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this **Grant**. **Grantee** must furnish acceptable insurance certificates to:

ode.insurance@ode.state.or.us or by mail to: **Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least **30 days' Written Notice** to **Agency** before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by **Agency** under this **Grant**, and to provide updated requirements as mutually agreed upon by **Grantee** and **Agency**.

STATE ACCEPTANCE

All insurance providers are subject to **Agency** acceptance. If requested by **Agency**, **Grantee** must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to **Agency's** representatives responsible for verification of the insurance coverages required under this **Exhibit**.