

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Energy and Environment (DOEE)

Appendix 6 – DOEE Insurance Requirements for the Grant

Unless DOEE waives insurance requirements in writing, the following are conditions to receipt of funds under the Grant:

- a. Unless DOEE has received a grantee-specific analysis from the District’s Office of Risk Management (ORM), as precondition of payment under the Grant the designated grantee must procure the following insurance, and provide proof to DOEE that DOEE deems satisfactory. ORM-required insurance shall supersede the following requirements.
- a. Except as provided below, the grantee must obtain the following minimum coverages and keep such insurance coverage in force throughout the grant period. The grantee must deliver to DOEE a Certificate of Insurance (CoI) that evidences the coverages. The coverages are:
 - (1) Commercial General Liability Insurance: \$1 million limit per occurrence, and \$2 million aggregate, with the Government of the District of Columbia (District) added as additional insured. Use the terms of the following or equivalent: the Insurance Services Office, Inc. (“ISO”) CG 00 01 04 13;
 - (2) Automobile Liability Insurance: \$2 million per occurrence combined single unit for bodily injury and property damage. Use the terms of the following or equivalent: ISO CG 00 01 10 13 13;
 - (3) Workers' Compensation Insurance according to the statutes of the District, including Employer's Liability of at least:
 - (a) \$100,000 per accident for injury;
 - (b) \$500,000 per employee for disease; and
 - (c) \$500,000 policy limit for disease;
 - (4) Umbrella/Excess Liability Insurance: \$2 million limit per occurrence, and \$2 million aggregate. All other liability coverages must be scheduled under this umbrella. The umbrella insurance shall be written in a form that annually reinstates all required limits, makes this coverage primary to the District’s insurance, self-insurance, or reinsurance.; and
 - (5) Professional Liability Insurance (aka Errors and Omissions): \$2 million limit per claim or occurrence, \$2 million aggregate, and 10 years’ coverage for later-filed claims;

- (6) When District property or a District facility is used, crime insurance (third party indemnity) at \$10,000 per occurrence, to cover the dishonest acts of employees of the Grantee, its contractors, subcontractors, and subgrantees that result in loss to the District, and making the District the loss payee;
 - (7) Sexual/Physical Abuse and Molestation insurance if minors are involved in the services provided, and no other policy covers the matter, in the amount of \$1 million per occurrence and \$2 million aggregate, with the District as an additional insured. District;
 - (8) Employer's Liability Insurance - \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit; and
 - (9) Cybersecurity Liability Insurance, with limits not less than \$2 million per occurrence or claim, and \$2 million aggregate. Coverage shall:
 - (a) Be sufficiently broad to respond to the duties and obligations of the grant;
 - (b) Include claims involving infringement of intellectual property, including:
 - i infringement of copyright,
 - ii Infringement of trademark,
 - iii trade dress,
 - iv invasion of privacy violations,
 - v information theft,
 - vi damage to or destruction of electronic information,
 - vii release of private information,
 - viii alteration of electronic information,
 - ix extortion; and
 - x network security;
 - (c) Include breach response cost; and
 - (d) Reimburse credit monitoring expenses.
 - (e) This cybersecurity liability insurance requirement will be considered met if the General Liability Insurance includes an explicit cyber endorsement for the required amounts and coverages.
- b. The Grantee's insurance contract must contain language that means that broader coverage and/or higher limits than those in this document shall apply to the District.
 - c. For each project conducted on federal property, in addition to the coverages in paragraph "a." of this section:

- (1) The Grantee and its subgrantees must procure public and employee liability insurance from responsible companies with a minimum limitation to be the greater of:
 - (a) \$1 million per person for any one claim, and an aggregate limit of \$3 million for any number of claims arising from any one incident; or
 - (b) The minimum required by law, if any;
 - (2) The United States of America must be named as an additional insured on each such policy;
 - (3) Each such policy shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder; and
 - (4) Each such policy shall be obtained by the insured, be for the account of the insured, and be at the insured's sole risk.
- d. Each insurance policy obtained by the Grantee shall:
- (1) Be written with a company licensed by (a) the state in which the Grantee's principal offices are located and qualified to write insurance policies in the District, or (b) the District;
 - (2) Provide for at least thirty (30) days' written notice to DOEE prior to termination or material alteration; and
 - (3) Be written by a company that is financially responsible, with either an A.M. Best Company financial strength and financial size category rating of A-VII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.
 - (4) Make the Government of the District an additional insured, and
 - (a) Use the terms of the following or equivalent: ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04);
 - (b) Use the terms of the following or equivalent to indicate primary coverage, for all claims against the additional insured arising out of the performance of this Grant's activities by the Grantee or its subgrantees, AND without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an additional insured: ISO form CG 20 01 04 13; and

- (c) Include a separation of insureds clause that protects the District as an additional insured.
- e. The Grantee shall require each Grant-related contractor, subcontractor, or subgrantee, to carry the Grant-related insurance required herein, or the Grantee may, at its option, provide the coverage for the entity.
- f. Unless otherwise prohibited by law, each policy (excluding otherwise applicable Workers' Compensation or Professional Liability) shall:
 - (1) Name the District as an additional insured with respect to work or services performed under the grant or subgrant;
 - (2) Provide that the insurance coverage provided thereunder will be primary and noncontributory with any other applicable insurance; and
 - (3) Contain a waiver of subrogation in favor of the District.
- g. The Grantee may submit a Certificate of Insurance giving evidence of the required coverage either before or after the date of the GAN, but DOEE must receive it before DOEE makes a payment of Grant funds.
- h. The requirements of this section shall not apply to a government agency that provides one of the following:
 - (1) For an agency of the District, a written statement that the agency complies with the intent of the paragraph by requiring insurance for all activities not carried out by District employees;
 - (2) For a non-District government agency, a written statement (a) that the agency is self-insured, (b) that the self-insurance is primary and non-contributory with any other insurance maintained by the District, and (c) identifying the self-insurance fund.