

Appendix A

INSURANCE REQUIREMENTS

Prior to commencement of any work, grantee shall forward Certificates of Insurance to Larimer County c/o Behavioral Health Services, bhsgrants@larimer.org. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be:

Larimer County
Attn: Risk Management
200 West Oak St, Suite 4000
Fort Collins, CO 80522-1190

I. Workers' Compensation and Employers' Liability (waived if there are no employees)

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|----|-----------------------|---|
| A. | State of Colorado: | Statutory |
| B. | Applicable Federal: | Statutory |
| C. | Employer's Liability: | \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each |
| | Employee | |
| D. | Waiver of Subrogation | |

A signed Workers' Compensation waiver must be provided if the grantee is not required to carry Workers' Compensation coverage per Colorado Workers' Compensation Act (8-40-202(2)(b)).

II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Liability Assumed under an Insured Contract; Independent Contractors. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

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|----|---|-------------|
| A. | General Aggregate Limit | \$2,000,000 |
| B. | Products & Completed Operations Aggregate Limit | \$2,000,000 |
| C. | Personal & Advertising Injury Limit | \$1,000,000 |
| D. | Bodily Injury & Property Damage Each Occurrence Limit | \$1,000,000 |

Other General Liability Conditions:

1. Products and Completed Operations to be maintained for one year after final payment. Grantee shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
2. **Grantee agrees that the insurance afforded the County is primary.**
3. If coverage is to be provided on Claims Made forms, grantee must refer policy to Risk Management Department for approval and additional requirements.

III. Automobile Liability insurance including coverage for all owned, non-owned, & hired autos. **(ONLY required if grantee will be using an auto to provide services or goods)**

Limits to be as follows:

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|----|---|-------------|
| A. | Bodily Injury & Property Damage Combined Single Limit | \$1,000,000 |
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- IV. Professional Liability/Medical Malpractice \$1,000,000
- V. Network Security and Privacy Liability (Cyber Liability) \$2,000,000
(ONLY required if grantee will be downloading, hosting, or transferring Personal Identifiable Information (PII), and/or Protected Health Information (PHI) and/or Payment Card Information (PCI) as part of the contracted service)
- VI. Minimum required limits set forth herein may be met by utilizing a combination of excess/umbrella policies in conjunction with primary insurance policies if necessary.
- VII. **All Insurance policies** (except Auto, Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.
- VIII. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than A- VII.
- IX. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County c/o Behavioral Health Services, 2260 W. Trilby Road, Fort Collins, CO 80526 or bhsgrants@larimer.org. If the insurance company refuses to provide the required notice, the grantee or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- X. **Subcontractors:** If subcontractors are used by grantee in the performance of contracted services, all subcontractors are required to carry insurance coverage consistent with the limits as listed in this document and the subcontractor must include Larimer County an additional insured as described in section VI.

ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.