



Grants

Ryan White – HIV/AIDS Program

Ending the HIV epidemic

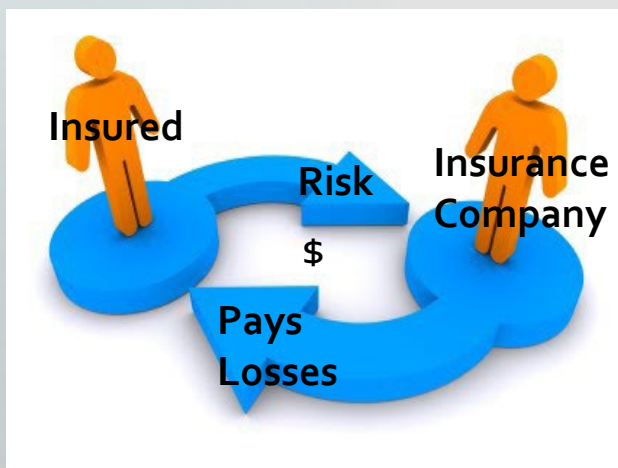
Insurance Coverage Training

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Purpose of Insurance

- Insurance transfers the risk or possibility of loss from one party (the insured) to another (the insurance company).
- The insurer promises to pay on behalf of the insured, if an “insured” loss occurs.



- Proper insurance coverage and limits are critical
- Protects the District AND the vendor/contractor/grantee

Insurance is Mandatory

- Applies to all contracts / grants for supplies, services and construction for or on behalf of the District
- Requires the vendor / contractor / grantee to be liable for any damage caused by their negligence



- Insurance is critical part of any business plan and provides protection for ALL services provided, not just specific contracts for / grants from the District.

Medical Services

- AIDS Drug Assistance Program
- AIDS pharmaceutical assistance
- Early intervention services
- Health insurance premium and cost sharing assistance for low-income individuals
- Home and community-based health services
- Home health care
- Hospice services
- Medical case management, including treatment-adherence services
- Medical nutrition therapy
- Mental health services
- Oral health
- Outpatient and ambulatory medical care
- Substance abuse outpatient care

Insurance Coverages Standard Provisions

Mandatory:

- “The Government of the District of Columbia” is named as an additional insured for work performed / services provided on its behalf
- Vendor’s/contractor’s/grantee’s coverage will be primary and non-contributory.
- A waiver of subrogation in favor of the Government of the District of Columbia
- Policy limits do not equate to contract cost/grant amount.
- NOTE - Standard coverages for most contracts/grants:
 - General Liability (GL)
 - Auto Liability (AL)
 - Workers Compensation (WC) / Employer’s Liability (EL)

Additional Insurance Coverages Based on Exposures

Limits vary based on exposures

1. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of \$5,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

Cyber Liability

- Cyber Liability – covers the risk's liability for a data breach in which their customers' personal information is exposed /hacked or stolen via the firm's electronic network.
 - Day-to-day use of information and data through the use of computer systems and the internet
 - Personal info – credit cards, health info, confidential business info, personal identifiable info
 - Lost data – laptops, smart phones
- Any business that uses technology and/or collects data is at risk
- The average cost to rectify a data breach exceeds \$4 million – many businesses, especially the smaller firms cannot withstand the loss and fail.
 - Notification of customers and post breach responses – mandatory by law – exceed \$1.7 million

Additional Insurance Coverages Based on Exposures

Limits vary based on exposures

- Environmental Liability/Contractors Pollution Liability Insurance - \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate
- Medical Professional Liability - The Contractor shall provide evidence satisfactory to the PM of a Medical Professional Liability policy with limits of not less than \$1,000,000 each incident and \$2,000,000 in the annual aggregate.
- Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate

Additional Insurance Coverages Based on Exposures

Limits vary based on exposures

1. Sexual/Physical Abuse & Molestation - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

Additional Insurance Coverages Based on Exposures

Limits vary based on exposures

1. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All liability coverages must be scheduled under the umbrella and/or excess policy.** The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

Certificates of Insurance/Compliance

- Provide proof of required insurance
 - Effective date
 - Lines of Business
 - Limits
 - Carrier
 - Additional insured
 - Waiver of subrogation
 - The Government of the District of Columbia as the certificate holder
- Will need to see a copy of the cyber policy.

Certificates of Insurance

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/YY) **15**

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 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 1. 	CONTACT NAME: _____ PHONE (A/C, H/L, Ext): _____ FAX (A/C, H/L): _____ E-MAIL ADDRESS: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC # _____ INSURER A: _____ INSURER B: 3. _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED 2. 	

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.

LINE	TYPE OF INSURANCE	INSR. NO.	POLICY NUMBER	POLICY EFF. DATE (MM/YY)	POLICY EXPI. DATE (MM/YY)	LIMITS
4.	GENERAL LIABILITY					
	COMMERCIAL GENERAL LIABILITY	☐				EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	POLICY ☐ PRO ☐ LOC ☐					GENERAL AGGREGATE \$
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$
	ANY AUTO ☐					
	ALL OWNED AUTOS ☐					COVERED SINGLE UNIT \$
	HIRER AUTOS ☐					EA ACCIDENT \$
	SCHEDULED AUTOS ☐					BODILY INJURY (Per person) \$
	NON-OWNED AUTOS ☐					BODILY INJURY (Per person) \$
	UMBRELLA LIAB ☐					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB ☐					
	RETENTIONS ☐					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NM)	☐				
	(If yes, specify under DESCRIPTION OF OPERATIONS below)					WC STATUT. OTH-TOTL LIMIT \$
						EL EACH ACCIDENT \$
						EL DISEASE - EA EMPLOYEE \$
						EL DISEASE - POLICY LIMIT \$
10.	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					
	11. 					

CERTIFICATE HOLDER 12. 	CANCELLATION 13. 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 14.
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Questions



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