HEALTHCARE OJT APPRENTICESHIP INITIATIVE EXPANSION EFFORTS TO
HIRE DC RESIDENTS - As part of the American Rescue Plan initiative and to help the
economy recovery support efforts, the OJT Apprenticeship Initiative supports OJT for
registered sponsors and the expansion efforts to hire DC residents.
JA04012022

INSURANCE

A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and
maintain, during the entire period of performance under this contract, the types of
insurance specified below. The Grantee shall have its insurance broker or insurance
company submit a Certificate of Insurance to the CO giving evidence of the required
coverage prior to commencing performance under this contract. In no event shall any
work be performed until the required Certificates of Insurance signed by an authorized
representative of the insurer(s) have been provided to, and accepted by, the CO. All
insurance shall be written with financially responsible companies authorized to do
business in the District of Columbia or in the jurisdiction where the work is to be
performed and have an A.M. Best Company rating of A- / VII or higher. Should the
Grantee decide to engage a subGrantee for segments of the work under this contract and
wish to propose different insurance requirements than outlined below, then, prior to
commencement of work by the subcontractor, the Grantee shall submit in writing the
name and brief description of work to be performed by the subGrantee on the
Subcontractor Insurance Requirement Template provided by the CA, to the Office of
Risk Management (ORM). ORM will determine the insurance requirements applicable to
the subGrantee and promptly deliver such requirements in writing to the Grantee and the
CA. The Grantee must provide proof of the subGrantee's required insurance prior to
commencement of work by the subGrantee. If the Grantee decides to engage a
subGrantee without requesting from ORM specific insurance requirements for the
subGrantee, such subGrantee shall have the same insurance requirements as the Grantee.

General liability, commercial auto, workers' compensation and property insurance
policies (if applicable to this agreement) shall contain a waiver of subrogation provision

The Government of the District of Columbia shall be included in all policies required
hereunder to be maintained by the Grantee and its subGrantees (except for workers’
compensation and professional liability insurance) as an additional insureds for claims
against The Government of the District of Columbia relating to this contract, with the
understanding that any affirmative obligation imposed upon the insured Grantee or its
subGrantees (including without limitation the liability to pay premiums) shall be the sole
obligation of the Grantee or its subGrantees, and not the additional insured. The
additional insured status under the Grantee’s and its subGrantees’ Commercial General
Liability insurance policies shall be effected using the ISO Additional Insured
Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such
other endorsement or combination of endorsements providing coverage at least as broad
and approved by the CO in writing. All of the Grantee’s and its subGrantees’ liability
policies (except for workers’ compensation and professional liability insurance) shall be
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JA04012022

endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subGrantees, or anyone for whom the Grantee or its subGrantees may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subGrantees maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subGrantees.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Grantee shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Grantee, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee’s commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers’ Compensation Insurance** - The Grantee shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

**Employer’s Liability Insurance** - The Grantee shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

All insurance required by paragraphs 1, 2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. **Cyber Liability Insurance** - The Grantee shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. **Professional Liability Insurance (Errors & Omissions)** - The Grantee 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. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. **Sexual/Physical Abuse & Molestation** - The Grantee shall provide evidence satisfactory to the Contracting Officer 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
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JA04012022

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. 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 Office of Risk Management (ORM) for compliance review.

7. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence
satisfactory to the CO of commercial umbrella or excess liability insurance with
minimum limits equal to the greater of (i) the limits set forth in the Grantee’s
umbrella or excess liability policy or (ii) $10,000,000 per occurrence and
$10,000,000 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 District and the “other insurance”
provision must be amended in accordance with this requirement and principles of
vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any
other insurance, reinsurance or self-insurance including any deductible or retention,
maintained by the Government of the District of Columbia.

D. DURATION. The Grantee shall carry all required insurance until all contract work is
accepted by the District of Columbia and shall carry listed coverages for ten years for
construction projects following final acceptance of the work performed under this
contract and two years for non-construction related contracts.

E. LIABILITY. These are the required minimum insurance requirements established by the
District of Columbia. However, the required minimum insurance requirements provided
above will not in any way limit the Grantee’s liability under this contract.

F. GRANTEE’S PROPERTY. Grantee and subGrantees are solely responsible for any loss
or damage to their personal property, including but not limited to tools and equipment,
scaffolding and temporary structures, rented machinery, or owned and leased equipment.
A waiver of subrogation shall apply in favor of the District of Columbia.
HEALTHCARE OJT APPRENTICESHIP INITIATIVE EXPANSION EFFORTS TO HIRE DC RESIDENTS - As part of the American Rescue Plan initiative and to help the economy recovery support efforts, the OJT Apprenticeship Initiative supports OJT for registered sponsors and the expansion efforts to hire DC residents.

G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the contract price.

H. NOTIFICATION. The Grantee shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

I. CERTIFICATES OF INSURANCE. The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
(Name of Contracting Officer/Agency)
(Address)
(Phone Number)
(E-mail Address)

The CO may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

J. DISCLOSURE OF INFORMATION. The Grantee agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subGrantees in the performance of this contract.
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K. CARRIER RATINGS. All Grantee’s and its subGrantees’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.