

Social Security Advocacy Services Insurance Requirements by Contract Type

Most GRANTEES will be required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the Social Security Advocacy Services grant contract. DHS will consider, on a case-by-case basis, the suitability of applicants who have different coverage, based on the characteristics of the applicant and relevant circumstances. Any exceptions from the standard insurance requirements will be considered through negotiations with the State and with submission of the [Exceptions to Terms and Conditions Form, DHS-7019-ENG \(PDF\)](#) prior to contract execution.

If GRANTEE is self-insured, a Certificate of Self-Insurance is allowed.

Regular Grant Contract Insurance Requirements

Workers' Compensation

Insurance minimum amounts are:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minnesota Statute, section 176.041 exempts GRANTEE from Workers' Compensation insurance or if the GRANTEE has no employees in the STATE of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers' Compensation requirements.

GRANTEE's employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way STATE's obligation or responsibility.

Commercial General Liability

GRANTEE is required to maintain insurance protecting it from damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract. Insurance minimum amounts are as follows:

\$1,000,000 – per occurrence

\$1,000,000 – annual aggregate

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

STATE of Minnesota named as an Additional Insured, to the extent permitted by law.

Commercial Automobile Liability

If GRANTEE transports clients, Commercial Automobile Liability insurance is required. GRANTEE is required to maintain insurance protecting the GRANTEE from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the GRANTEE will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

\$1,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability

This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE's professional services required under the grant contract.

GRANTEE is required to carry the following minimum amounts:

\$1,000,000 – per claim or event

\$1,000,000 – annual aggregate

Any deductible will be the sole responsibility of the GRANTEE and may not exceed \$50,000 without the written approval of the STATE. If the GRANTEE desires authority from the STATE to have a deductible in a higher amount, the GRANTEE shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

Blanket Employee theft/Employee Dishonesty Insurance

GRANTEE is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The State will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may GRANTEES provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the GRANTEE must furnish the State with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

Network Security and Privacy Liability Insurance

GRANTEE shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

GRANTEE shall maintain insurance to cover claims which may arise from failure of GRANTEE's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. GRANTEE is required to carry the following **minimum** limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Additional Insurance Conditions:

- a.** GRANTEE's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE's performance under this CONTRACT.
- b.** If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c.** GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d.** STATE shall be named as a certificate holder on applicable policies.
- e.** An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE's policy limits to satisfy the full policy limits required by CONTRACT.

Grant Contracts with Counties Insurance Requirements

Worker's Compensation

The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

Liability

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

Network Security and Privacy Liability Insurance

GRANTEE shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

GRANTEE shall maintain insurance to cover claims which may arise from failure of GRANTEE'S security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. GRANTEE is required to carry the following **minimum** limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Grant Contracts with Tribal Nations Insurance Requirements

TRIBAL NATION agrees to at all times during the term of this grant contract to keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by TRIBAL NATION under the grant contract. Upon execution of this grant contract, TRIBAL NATION shall furnish the STATE with a certificate of commercial liability insurance.

TRIBAL NATION further agrees to provide acceptable evidence of workers' compensation insurance coverage.

Liability

In the performance of this grant contract by TRIBAL NATION, or TRIBAL NATION'S agents or employees, the TRIBAL NATION must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by TRIBAL NATION'S: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the TRIBAL NATION may have for the STATE'S failure to fulfill its obligation under this grant contract.

Network Security and Privacy Liability Insurance

GRANTEE shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

GRANTEE shall maintain insurance to cover claims which may arise from failure of GRANTEE'S security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. GRANTEE is required to carry the following **minimum** limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate