

Hennepin County Green Partners insurance requirements

To receive a Green Partners contract for environmental education, a **Certificate of Insurance must be submitted** prior to receiving the grant award. Below are Hennepin County's insurance requirements for most Green Partners grantee organizations. Some projects may require more insurance than what is listed below; Hennepin County will contact you if this is the case. If your policy does not meet these requirements, contact Green Partners staff for more information.

Be sure the following information is included on the Certificate of Insurance:

- The certificate is **dated within the last 30 days**.
- The insurance policies have **not expired**.
- **Workers' compensation liability**

Workers' compensation liability provides coverage for employees who are injured or become ill as a direct result of their job. It can provide coverage for medical care and/or payment for lost time and benefits from missing work due to the injury or illness. This insurance is required by state law.

If you reported employees on the Substitute W9:

- Indicate that you have **Workers Compensation** insurance.
- List the coverage **amounts for Employer Liability** insurance.

If your organization does not have employees, you must send a written/email confirmation to the Hennepin County grant manager.

- **Automobile liability coverage**

Auto liability provides coverage for property damage and/or injuries to another person caused by a vehicle.

- **Owned coverage** means the business has coverage for vehicles that are "owned" by the contractor's business
 - If contractor does not own autos this coverage is not needed; however, "hired and non-owned" coverages are still needed if they have employees or others who are driving as a part of the work
- **Scheduled coverage** means the business has coverage for vehicles that it owns, leases, etc. that are on a "list" or "schedule" provided to the insurance company
- **Hired coverage** means the business has coverage when employees drive a rented or leased car for business or hires someone else to drive on their behalf (i.e., Uber, Lyft, taxis)

- **Non-owned coverage** means the business has liability coverage for vehicles that it doesn't own. Typically applies when employees are using their own cars for business.

Standard contract requirements

The amount of auto insurance required varies based on the work being done under the contract. If the contractor is driving as a part of the contract, auto liability in the amount of \$500,000 is required. If they are transporting people, a higher limit amount of \$2,000,000 is required.

- Note: If contractor's employees/volunteers are using their own vehicles to drive the contractor needs "non-owned" coverage
- Some examples of driving:
 - Driving to an outreach event from your place of business (this does not include your home, if it is your place of business)
 - Driving from one event/meeting to another
 - Driving clients or county residents to a project site

An umbrella or excess policy is an acceptable method to provide the required auto insurance coverage.

Removing auto liability with Hennepin County Risk Finance Manager approval

If any of the following situations apply, auto insurance may be waived, upon approval of the Risk Finance Manager:

- If contractor is never ever driving (i.e., telework or all remote work), auto liability is not required
- If contractor is only commuting from home to their office and all work will be done at the office
- If contractor is only commuting from home to one event/meeting (this does not include driving from one meeting to another)
- List **Hennepin County as an additional insured** for general liability and auto liability, including owned and scheduled automobile coverage. It is not required to list Hennepin County as an additional insured for automobile coverage where non-owned and hired autos are the only autos covered in the policy, and the organization does not own any automobiles.

- In the Certificate Holder box, list **Hennepin County**, Government Center, A-1730, 300 South Sixth Street, Minneapolis, MN, 55487-0175.

Contract language:

9. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by CONTRACTOR. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover CONTRACTOR, and others for whom and/or to whom CONTRACTOR may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. CONTRACTOR is required to have and keep in force the following minimum insurance coverages or CONTRACTOR's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	MINIMUM
(1)	<p><u>Commercial General Liability (CGL)</u></p> <p>General Aggregate Products—Completed Operations Aggregate Personal and Advertising Injury Each Occurrence—Combined Bodily Injury and Property Damage</p> <p>Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.</p>	<p>\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000</p>

(2)	<p><u>Workers' Compensation and Employer's Liability</u></p> <p>Workers' Compensation Employer's Liability: Bodily injury by accident—Each Accident Employer's Liability: Bodily injury by Disease—Policy Limit Employer's Liability: Bodily injury by Disease—Each Employee</p> <p>If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. COUNTY will accept self-insurance certificate of CONTRACTOR if CONTRACTOR is self-insured under Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance and submit an updated certificate.</p>	<p>Statutory \$100,000 \$500,000 \$100,000</p>
(4)	<p><u>Automobile Liability</u></p> <p>CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONTRACTOR.</p>	<p>\$500,000 to \$2,000,000 depending upon your situation</p>

B. An umbrella or excess policy is an acceptable method to provide the required commercial general or automobile insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the CONTRACTOR's policies; or (iii) or both. CONTRACTOR is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by CONTRACTOR and shall be supplied to COUNTY upon request.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. The funding of deductibles and self-insured retentions (SIR) maintained by CONTRACTOR shall be the sole responsibility of CONTRACTOR. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, CONTRACTOR shall assume such notice obligations. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall email a copy of the notice to COUNTY within two (2) business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

If CONTRACTOR is unable to obtain a required insurance coverage, or if coverage is not renewed or is cancelled/terminated during the term of this Agreement, CONTRACTOR must immediately provide written notice to COUNTY as required by the provisions herein, Notices, of this Agreement. CONTRACTOR shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, CONTRACTOR shall immediately apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance shall be considered an event of default pursuant to this Agreement.

CONTRACTOR's or, as applicable, subcontractor(s)' required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with CONTRACTOR's insurance. CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

If CONTRACTOR's subcontractor(s) independently carries insurance in accordance with the provisions herein, CONTRACTOR shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.