

Insurance Requirement

The GRANTEE is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the grant contract. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.

If GRANTEE is self-insured, a Certificate of Self-Insurance must be attached.

The State generally requires GRANTEEs to maintain and furnish satisfactory evidence of the following insurance policies. 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 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.

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.

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:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

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

Other; if applicable. Please list N/A.

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

Commercial Automobile Liability

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:

\$2,000,000 – 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:

\$2,000,000 – per claim or event

\$2,000,000 – 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

Responder 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 Responders 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 Responder 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

Insurance Requirements for Tribal Nations

The TRIBAL NATION is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the grant contract. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.

GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies:

Commercial General Liability

TRIBAL NATION 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 TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by the TRIBAL NATION under the grant contract. Insurance minimum amounts are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

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

Workers' Compensation

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

Network Security and Privacy Liability Insurance

TRIBAL NATION 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.

TRIBAL NATION shall maintain insurance to cover claims which may arise from failure of TRIBAL NATION'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. TRIBAL NATION is required to carry the following **minimum** limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate