

## Insurance Requirements

Grantee and subgrantees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Grant Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subgrantees. The Insurance Requirements herein are minimum requirements for this Agreement, and the Grantee is free to purchase additional insurance.

***Applicants do not need to secure coverage prior to Application submission. If awarded and Grantee is unable to secure the minimum limits set forth below, Grantee should contact Vitalyst for assistance in securing such coverage. Premiums for coverage are allowable expenses under the terms of the Grant.***

### **Minimum Scope and Limits of Insurance**

#### **Commercial General Liability (CGL)**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

#### **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non- owned automobiles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non-owned by the Grantee.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

### **Workers' Compensation and Employers' Liability**

#### **Workers' Compensation**

#### **Statutory Limits**

#### **Employers' Liability**

• Each Accident	\$1,000,000
• Disease – Each Employee	\$1,000,000
• Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

This requirement shall not apply to any Grantee that is exempt under A.R.S. § 23-901, and when such Grantee executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Subgrantees, Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.

### **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the Vitalyst if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring.

**Acceptability of Insurers**

Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII.

**Verification of Coverage**

All such certificates of insurance and policy endorsements must be received by Vitalyst before work commences. Vitalyst's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Vitalyst.

Contractor shall furnish Vitalyst with certificates of insurance (valid ACORD form or equivalent) evidencing that Grantee has the insurance as required by this Agreement.

**Subgrantees**

Grantee's certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subgrantees have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum Insurance Requirements identified above.