

## ADDENDUM B

### DHHS INSURANCE REQUIREMENTS – SUBAWARDS

1. **General Requirement.** The Subrecipient shall not commence work under this subaward until all the insurance required herein has been obtained and a copy of the certificate of insurance compliant with this Addendum has been submitted to the Subaward Manager. The Subrecipient shall maintain all required insurance for the life of this subaward and shall ensure that DHHS has the most current certificate of insurance throughout the life of this subaward.
  - 1.1. If by the terms of any insurance a mandatory deductible is required, or if the Subrecipient elects to increase the mandatory deductible amount, the Subrecipient shall be responsible for payment of the amount of the deductible in the event of a paid claim.
  - 1.2. Insurance coverages shall function independent of all other clauses in the subaward, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this addendum.
  - 1.3. Notice of cancellation of any required insurance policy must be submitted to the Subaward Manager, as set forth in the subaward, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.
  
2. **Required Insurance.** The Subrecipient shall take out and maintain during the life of this subaward such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subrecipient and any contractor performing work covered by this subaward from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this subaward, whether such operation be by the Subrecipient or by any contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The policy shall include DHHS, shall be primary, and any insurance or self-insurance carried by DHHS shall be considered excess and non-contributory.
  - 2.1. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Abuse & Molestation, Personal Injury and Contractual Liability coverage.
  - 2.2. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.
  - 2.3. The Subrecipient shall maintain this insurance at the following amounts:

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<b><i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i></b>	
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$1,000,000
<b>LIABILITY WAIVER</b>	

“Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.”

3. *Required Workers' Compensation Insurance.* If the Subrecipient is subject to the Nebraska Workers' Compensation Act, Subrecipient shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Subrecipient's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Subrecipient shall require the contractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of DHHS. The amounts of such insurance shall not be less than the following limits:

<b>WORKERS' COMPENSATION</b>	
Employer's Liability Limits	\$500K/\$500K/\$500K
Statutory Limits - All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	