

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

**INSURANCE REQUIREMENTS**

**(Pursuant to SETA Governing Board Action on 7/06/2017)**

These requirements apply to all individuals and entities funded by SETA, including, but not limited to, program operators, sub-grantees, vendors and contractors (each an "Insured"). Prior to subgrant or contract execution, commencement of program performance and/or disbursement of any funds, SETA shall receive from each Insured's insurer an original, computer-generated, or faxed policy declarations page, certificate of insurance and copies of required endorsements.

**GENERAL REQUIREMENTS**

1. **POLICY DECLARATIONS PAGE MUST INCLUDE:** All required insurance coverage in amounts not less than those specified in the required coverages provided herein.
2. **CERTIFICATES OF INSURANCE MUST INCLUDE:**
  - A. Insuring Company's Name;
  - B. Full Mailing Address of Insurance Company's Issuing Branch Office;
  - C. Policy Number(s);
  - D. Policy Effective and Expiration Date(s);
  - E. Policy Limits;
  - F. Deductible(s) or statement that "No deductible is applicable";
  - G. For General Liability Coverage, confirmation that "occurrence type" coverage rather than "claims made type" coverage is provided.
  - H. Certificates must include an original signature or an original stamp of the agent's signature;
  - I. Notice of Cancellation, stated in the following way:

"This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply."

**SHOULD ANY OF THESE ITEMS BE MISSING, THE CERTIFICATE IS UNACCEPTABLE**

3. **REQUIRED INSURANCE ENDORSEMENTS:** The insurance policy number must appear on all endorsements and required endorsements applicable to the Insured shall provide the following:
  - A. Additional Insured Endorsements must be stated in one of the following two ways: 1) an individual endorsement naming "the Sacramento Employment and Training Agency and its officers, employees and volunteers as additional insureds;" or 2) a blanket endorsement stating that any entity required by a written contract or written agreement with the Named Insured is included as an additional insured.
  - B. Loss Payee Endorsements must be stated in the following way: "The Sacramento Employment and Training Agency is named as a loss payee as its interest may appear."
  - C. Notice of Cancellation Endorsements must be stated in the following way: "This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply."

D. Primary and Non-contributory Endorsements must be stated in the following way: "This insurance is primary and non-contributory as to any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency."

#### 4. SELF-INSURANCE

If any coverage is provided by self-insurance, SETA requires a letter from the Insured, which will be incorporated into the contractual document as an Exhibit or Special Condition, stating that:

- A. It agrees to SETA's insurance requirements as stated herein and SETA will be indemnified as if standard insurance coverage was in place;
- B. It will maintain a minimum reserve of the amount of self-insured retention over and above all known incurred claims filed against the self-insurance fund;
- C. The reserve is fully funded; and,
- D. No federal or SETA funds will be called upon to fund any losses resulting from any SETA-funded subgrant or contract.

A sample letter will be provided upon request.

#### 5. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by SETA. In the sole discretion of SETA, SETA may require an Insured to reduce or eliminate such deductibles or self-insured retentions with respect to SETA, its officers, employees and volunteers.

**NO SETA FUNDS MAY BE USED TO FUND OR OTHERWISE PAY FOR ANY DEDUCTIBLES, SELF-INSURED RETENTIONS AND/OR SELF-INSURANCE.**

#### 6. ADDITIONAL INSURANCE COVERAGE

SETA reserves the right to require an Insured to obtain additional insurance coverage should the funded activities or services provided require additional coverage. This is especially true for multi-funded agencies. Additional coverage might include, but is not limited to, increased policy limits or coverages for professional liability and/or incidental malpractice. Increased policy limits might be addressed by increasing the general aggregate limits, obtaining excess coverage, and/or procuring a policy solely to insure SETA-funded activities or services.

#### 7. COPIES OF POLICIES

SETA reserves the right to require an Insured to provide SETA with complete copies of all insurance policies.

## 8. INSURANCE CARRIER REQUIREMENTS

All coverages shall be procured through a carrier with an AM Best Rating of A-VIII or greater.\* If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, SETA shall not make any further disbursements to an Insured until SETA is satisfied that the coverage initially approved by SETA has been reinstated. Failure to provide timely evidence of continuing coverage shall result in suspension of all payments or reimbursements and/or suspension of performance. Additionally, should there be inadequate coverage or any lapse(s) in coverage, SETA shall not reimburse for any costs incurred during any period for which the required insurance coverage was not in effect.

\*(Coverage provided by State Compensation Insurance Fund is excepted from this requirement)

## 9. EXPIRING INSURANCE REPLACEMENT COVERAGE

In the event insurance coverages expire at any time or times during the term of the subgrant, contract and/or program performance, the Insured shall provide, at least thirty (30) calendar days prior to said expiration date, new evidence of insurance coverage(s) and endorsements as provided for herein for not less than the remainder of the term of the subgrant, contract or program performance.

## REQUIRED COVERAGES

### 1. FIDELITY AND DEPOSITORS' FORGERY COVERAGES

#### A. Required Limits:

Amount of grant or contract if less than \$25,000; or \$25,000 or twenty percent (20%) of the total amount of the grant or contract, whichever is greater.

#### B. Required Endorsements:

1. Loss Payee Endorsement; and,
2. Notice of Cancellation Endorsement.

### 2. PROPERTY COVERAGE

#### A. Required Coverage:

Insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full 100% insurable replacement cost of the property.

Such insurance shall name SETA as an additional insured as its interests in the property may appear and shall include a waiver of subrogation in favor of SETA.

B. Required Endorsement:

1. Notice of Cancellation Endorsement.

3. GENERAL LIABILITY COVERAGE

A. Type of Policy/Coverage:

All policies must be written on an occurrence-type policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises; operations; independent contractors; incidental medical malpractice and garage keepers liability as appropriate given the nature of the Funded Agency's business; personal injury and advertising injury; products-completed operations; and liability assumed under an insured contract.

SEXUAL ABUSE LIABILITY COVERAGE

Insureds whose operations involve interaction with youth (ages to 18 years) must include "Sexual Abuse liability coverage" at limits not less than \$1,000,000 per occurrence. Such coverage can be written on a stand alone basis or made part of the Insured's Commercial General Liability Insurance.

Claims-made policies are not acceptable.

B. Required Limits:

\$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

C. Required Endorsements:

1. Additional Insured Endorsement;
2. Primary and Non-contributory Endorsement; and,
3. Notice of Cancellation Endorsement.

4. VEHICLE LIABILITY COVERAGE

A. Required of all Insureds

B. Required Coverage:

Coverage must include all of the following:

- a. Non-Owned Auto Liability
- b. Hired Auto Liability
- c. Owned Auto Liability (If the Insured owns autos)

C. Required Limits:

\$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

D. Required Endorsements:

1. Additional Insured Endorsement;
2. Primary and Non-contributory Endorsement; and,
3. Notice of Cancellation.

5. PROFESSIONAL LIABILITY COVERAGE

A. Required of all Insureds that employ or retain professional staff (including, but not limited to, nurses, psychologists, health care professionals, accountants or attorneys) for SETA-funded operations.

B. Required Limits:

Not less than \$1,000,000 per occurrence.

C. Required Endorsement:

1. Notice of Cancellation Endorsement.

6. WORKERS' COMPENSATION

A. Must cover all employees and participants employed or enrolled under the grant who are currently eligible for coverage under existing workers' compensation laws and regulations. Where participants in a work activity are not covered under a state's workers' compensation law, they shall be provided with adequate accident medical insurance.

B. Required Endorsement:

1. Notice of Cancellation Endorsement.

7. EMPLOYMENT PRACTICES LIABILITY

A. Required of all Insureds

B. Required Coverage:

Policy must include Third-Party Liability coverage  
This policy may be written on a "claims-made" basis

C. Required Limits:

Not less than \$1,000,000 per claim.

D. Required Endorsement:

1. Notice of Cancellation Endorsement.

DEVIATIONS FROM REQUIREMENTS

Any deviations from these requirements may be approved in advance by the Executive Director, or designee, provided that one or more of the following findings is made and documented in the contract file to which the deviation pertains:

- (1) The scope of work does not raise any risk that will be provided in certain coverages; or
- (2) The coverage or endorsement is not readily available in the marketplace.

**For additional information or assistance please contact:**

**Marianne Sphar  
925 Del Paso Blvd., Suite 100  
Sacramento, CA 95815  
Phone: 916-263-3762  
Fax: 916-263-3918  
Marriane.Sphar@seta.net**