

**INSURANCE REQUIREMENTS
FOR VENDORS, CONTRACTORS AND SUPPLIERS WITH CONTRACTS UNDER \$1 MILLION**

1. General Requirements. Supplier shall procure and maintain the following insurance coverage with no less than the following minimum limits:

Type of Insurance	Minimum Policy Limits	Additional Requirements
Workers' Compensation	Minimum statutory limits as required by Law	Required if Supplier has employees.
Employer's Liability	\$1,000,000 each claim	Required if Supplier has employees.
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate	Required for all Suppliers using the most current ISO occurrence policy form or equivalent coverage, providing coverage for bodily injury, property damage, personal injury, and advertising injury, including contractual liability and products/completed operations liability coverage. Customer shall be named as additional insured.
Auto Liability	\$1,000,000 combined single limit covering the use of any auto	Required if Supplier uses autos or other vehicles in its business. Customer shall be named as an additional insured If Supplier is providing transportation services to Customer.
Excess liability	\$5,000,000 per occurrence and aggregate limit covering commercial general liability and covering auto liability	Required if Supplier will be accessing KP premises, will be working on infrastructure projects, or if the Supplier is providing transportation services and Contract is more than \$250,000.
Professional liability (Errors & Omissions)	\$1,000,000 per claim and \$3,000,000 aggregate with no less than continuous coverage for five years after termination or expiration of the Contract	Required if Supplier is providing professional services. Supplier will purchase "tail coverage" for no less than three years after the policy terminates or lapses.
Cyber Liability	<p>\$1,000,000 for each occurrence if Supplier has access to less than 10,000 individual PII/PCI/PHI records; or</p> <p>\$5,000,000 for each occurrence if Supplier has access to between 10,000 and 100,000 individual PII/PCI/PHI records</p> <p>\$15,000,000 for each occurrence if Supplier has access to between 100,000 and 1,000,000 individual PII/PCI/PHI records</p> <p>\$25,000,000 for each occurrence if Supplier has access to between 1,000,000 and 5,000,000 individual PII/PCI/PHI records</p> <p>\$50,000,000 for each occurrence if Supplier has access to between</p>	<p>Required if the Supplier's services include hosting or processing of any personally identifiable information ("PII"), payment card information ("PCI") or protected health information ("PHI"). Policy must cover privacy liability, data breach, and media liability.</p> <p>If Policy is on a claims-made basis, then Supplier will maintain continuous coverage for the later of (i) three years after the termination or expiration of the Contract or (ii) the date Supplier no longer has access or possession of Customer's data.</p> <p>Customer shall be named as additional insured.</p>

Type of Insurance	Minimum Policy Limits	Additional Requirements
	5,000,000 and 10,000,000 individual PII/PCI/PHI records \$75,000,000 for each occurrence if Supplier has access to 10,000,000 or more individual PII/PCI/PHI records	
Technology Errors & Omissions	\$10,000,000 each claim/aggregate	<p>Required if Supplier is providing technology products or services.</p> <p>Policy covers Supplier’s activities, services and/or products as described in the Contract.</p> <p>Policy should cover Supplier’s liability arising from acts, errors or omissions in rendering or failing to render services and/or the failure of products to perform the intended function or serve the intended purpose, as set forth in this Contract.</p> <p>Coverage for violation of software copyright should be included.</p> <p>There should be no exclusions for unauthorized access or use of computer networks or systems or for acts, errors or omissions arising out of a network security failure. The insurance shall also cover Supplier’s liability for a loss, theft, unauthorized disclosure, access or use of Company data (which may include, but is not limited to, PII, PCI, and PHI).</p> <p>Coverage shall be maintained for the duration of the Contract and/or for the period of time in which Vendor (or its Subcontractor(s)) maintains, possesses, stores or has access to Company data, whichever is longer.</p> <p>Customer shall be named as additional insured.</p>
All-Risk Property	Full replacement cost in the event of damage, loss, or theft covering real and personal property of Supplier	<p>Required if Customer has a financial interest in the Supplier’s property.</p> <p>Customer shall be named as a loss payee.</p> <p>A waiver of subrogation for property insurance in favor of Customer is required.</p>
Crime insurance	\$5,000,000 covering loss of assets resulting directly from employee dishonesty, theft, fraud.	<p>Required if Supplier has care, custody, or control of Customer’s money, securities, or other tangible property.</p> <p>Coverage shall also include Third Party Crime (aka Client Coverage or Client Asset Coverage). Third Party Crime shall mean loss of Customer’s assets including money, securities, or other tangible property which is owned or held by the Customer for which the Customer is legally liable. Customer must include Kaiser Foundation Health Plan, Kaiser Foundation Hospitals, its subsidiaries, its employees, and its patients for whom Insured’s services have been charged. Customer shall be named as a loss payee on the crime coverage.</p>

Type of Insurance	Minimum Policy Limits	Additional Requirements
Aviation insurance	\$10,000,000 covering loss arising out of the ownership, maintenance, or use of an owned or non-owned aircraft, remotely piloted aircraft, unmanned aerial vehicles or drones under the care, custody, control or direction for which Supplier is responsible	<p>Required if Supplier is using a manned or unmanned aircraft or aerial vehicle in connection with work performed under this Contract.</p> <p>Customer shall be named as additional insured.</p> <p>A waiver of subrogation for aviation insurance in favor of Customer is required.</p>

2. Additional Requirements for Supplier Insurance

These Insurance Requirements apply to purchase orders or contracts that specifically reference these Insurance Requirements or purchases equal to or less than \$1,000,000 unless alternative insurance requirements have been mutually agreed to in a written contract with Supplier.

Commercial insurance policies must be issued by insurance carriers with an A.M. Best rating of A-, VIII, or better, or equivalent.

Customer must be named as an additional insured where it is commercially allowable.

Coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not.

Upon request, Supplier will provide Customer with certificates of insurance evidencing compliance with all insurance provisions noted above.

To the extent that the policy of insurance may provide coverage for claims of liability or indemnity by Supplier, the contract of insurance shall take precedence, and no provision of this Contract shall be construed to relieve an insurer of any obligation to pay claims to the Insured Party which would otherwise be a covered claim in the absence of any provision of this Contract.