



STATE OF HAWAII

SPECIAL CONDITIONS

Certificate of Insurance

1. Insurance and Indemnity Requirements. The CONTRACTOR shall indemnify the State of Hawai'i (STATE) under section 7 of the General Conditions. The CONTRACTOR shall also obtain, maintain and keep in force throughout the period of this Contract, general liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate Comprehensive Insurance and the following insurance:

Automobile Liability

Bodily Injury	\$ 1,000,000.00 (per person)
Property Damage	\$ 1,000,000.00 (per occurrence)
Per Accident	\$ 1,000,000.00 (per accident)
or	
Combined Single Limit	\$ 2,000,000 (each accident)

Professional Liability

\$1,000,000 per occurrence
\$2,000,000 aggregate

2. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage as required under sections 2.b and 2.f in the General Conditions.

Workers' Compensation Hawai'i Statutory Limits Employer's Liability

Bodily Injury by Accident	\$100,000.00
Bodily Injury by Disease	\$100,000.00
Bodily Injury by Disease policy limit	\$500,000.00

The minimum insurance required shall be in full compliance with the Hawai'i Workers' Compensation Law, Chapter 386, HRS, throughout the entire term of the Contract and any Supplemental Contracts.

The STATE requires a Waiver of Subrogation applicable to the General Liability, Auto and Worker's Compensation policies, and be in favor of the State.

3. The STATE, its elected and appointed officials, and employees shall be added as additional insured, except for Worker's Compensation insurance, with respect to operations performed for the State of Hawai'i under this Contract. The policy shall constitute primary insurance for the STATE, covering liability arising out of or resulting for occurrences during or in connections with the performance of the Contract.



STATE OF HAWAII

SPECIAL CONDITIONS

Each Certificate of Insurance required by this Contract must contain the following language except for the Professional Liability and Worker's Compensation policies:

- i. It is agreed that the State of Hawai'i is added as an additional insured as respects to operations performed for the State of Hawai'i.
 - ii. It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of and not contribute with, insurance provided by this policy.
4. The CONTRACTOR agrees to provide the STATE before the effective date of the Contract, certificate(s) of insurance as evidence of its compliance with the insurance provisions of this Contract. The date the certificate of insurance was issued should not be more than 15 days from the date of its request and will not be accepted if issued over 30 days ago. The CONTRACTOR shall keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.
5. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
6. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
7. The insurer shall notify the STATE in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.
8. The Department of Human Services is a self-insured State of Hawai'i agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawai'i shall apply in excess of and shall not contribute with, insurance provided by the CONTRACTOR.
9. The CONTRACTOR shall immediately provide written notice to the Department of Human Services, Office of the Director at 1390 Miller Street, Room 209 Honolulu, Hawai'i 96813 should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.