



VERMONT INFORMATION TECHNOLOGY LEADERS

REQUEST FOR PROPOSAL

FOR

Liability Insurance

Brokerage Services

ISSUE DATE: April 2, 2024

RESPONSE DATE: May 15, 2024

Request for Proposal

Table of Contents

Contents

Table of Contents 2

Request for Proposal for Liability Insurance Brokerage Services for VITL..... 3

 Introduction..... 3

 About VITL 3

 VITL Point of Contact 3

 Pertinent Dates..... 4

 Objectives..... 4

 Scope 4

 Response Format 5

 Confidentiality and RFP Ownership..... 6

 Disclosure of Proposal Contents 6

 Vendor Attestation 7

 Offshore Data Restriction 7

 Termination for Lack of State Funding..... 7

 Independent contractor..... 7

 Additional Instructions and Information to Respondents..... 7

 Summary Conditions 8

Appendix A..... 9

Appendix B..... 15

Appendix C..... 16

Request for Proposal

Request for Proposal for Liability Insurance Brokerage Services for VITL

Introduction

Vermont Information Technology Leaders (VITL) seeks a brokerage firm and representative insurance brokers who understand VITL's unique position as the nonprofit operator of the Vermont Health Information Exchange and its complex backdrop of risks and contractual requirements.

About VITL

VITL is legislatively designated to operate the Vermont Health Information Exchange (VHIE), a secure, statewide data network that gives health care organizations in Vermont the ability to electronically exchange and access their patients' health information in order to improve the quality, safety, and cost of patient care.

VITL collects, matches, and standardizes patient data from health care organizations across the state, including hospitals, primary and specialty care providers, Federally Qualified Health Centers, home health providers, nursing homes, commercial labs, and others.

The data is made available to stakeholders, including participating health care organizations, to inform providers' point-of-care decisions; to OneCare Vermont and the Vermont Blueprint for Health for their work to improve and reform care; and to the Vermont Department of Health to support public health efforts in service of all Vermonters. VITL creates ways for providers to securely access the data about their patients that is in the Vermont Health Information Exchange. VITL services include a secure web portal for looking up patient information, integration with some electronic health records to enable providers to see everything they need in one place, and behind-the-scenes delivery of over 1.4 million clinical messages a year in the form of laboratory results, radiology reports, and transcribed reports.

VITL currently supports approximately 30 full-time employees, all of whom work remotely. Most reside in Vermont, although we currently employ individuals in eight other states. Over the last three years, VITL's revenue ranged from approximately \$9 million to \$10 million. Most revenue is earned through a contract with the State of Vermont. The contract includes minimum insurance requirements. Please see appendix C to review these provisions. In addition, VITL enters into services agreements with health care organizations. These agreements also require that we maintain cyber liability insurance with coverage in the amount of \$5 million, plus excess coverage in the amount of \$5 million.

Additional information can be found at vitl.net.

VITL Point of Contact

The sole point of contact for this RFP is listed below. Reaching out to anyone other than the primary point of contact for this RFP could be a reason for disqualification.

Heidi Banks, Business Operations Manger
RE: Liability Insurance Brokerage Services
Vermont Information Technology Leaders, Inc. (VITL)
Suite 245
150 Dorset St. PMB 358
So. Burlington, VT 05403-6238
hbanks@vitl.net

Request for Proposal

Pertinent Dates

You may contact the VITL point of contact via email for any additional needs to assist you in preparing your response.

Deadline for vendors to submit proposals: May 15, 2024, 5pm Eastern. Submit your proposal via email to the VITL point of contact at the email address provided.

Correspondence: Any correspondence including proposals submitted should be directed to the VITL point of contact at the email address provided. To ensure timely processing of correspondence, please begin the subject line with “Liability Insurance Brokerage Services”.

Deadline for questions: All questions must be submitted to VITL’s point of contact via email by April 16, 2024, 5pm Eastern.

VITL response to questions: VITL’s response to all questions will be sent by April 30, 2024, 5pm Eastern.

Vendor Selection: VITL anticipates selecting the finalist vendor by May 31, 2024, 5pm Eastern.

Desired Implementation Schedule: VITL’s current liability policies expire on September 1, 2024.

Objectives

The following are our goals:

- VITL places primary importance on developing and maintaining a quality risk management program with corresponding insurance coverage that thoroughly responds to the risks and liabilities faced by VITL in its role as the operator of the VHIE. VITL is seeking brokerage firms and representative brokers to provide insurance brokerage services that include but are not limited to insurance placement and servicing, risk exposure analysis, as well as general insurance advisory services and claims assistance.

Scope

VITL currently maintains the following insurance policies and coverage:

- Primary Cyber
- Excess Cyber
- Business Owners
- Workers’ Compensation
- Executive Risk
- Crime/Fidelity

See appendix B for details.

The selected firm and representative broker will work with VITL’s Chief Financial Officer, other key employees and VITL’s legal counsel on insurance coverages, renewals, and claims. Applicants should bring a strong network of connections and contacts in the insurance market which include a broad array of providers at all price points, be extremely responsive, detailed oriented, personable, and able to use

Request for Proposal

layman terms to guide VITL in understanding the nuances of the insurance industry. VITL is not only seeking an insurance broker, but also an advisor and trusted ally in the insurance industry.

The applicant should be able to provide a range of services including but not limited to the following:

- Evaluate VITL’s existing insurance program, and as necessary recommend changes to terms, conditions, or coverage limits to ensure the program is affordable and adequately protects VITL.
- Evaluate VITL’s existing insurance program and identify any applicable market trends or exposure trends VITL should be aware of.
- Assist with the claims submission and handling process.
- Serve as the intermediary between VITL and the provider when there is a reasonable coverage dispute.
- Provide premium estimates at least one month in advance of renewal deadlines each year.
- Negotiate with underwriters on behalf of VITL and obtain insurance coverage that best meets VITL’s needs and requirements at the best cost, while also advising on the carrier’s services, claims handling process, etc.
- Bind insurance coverage on the exact dates needed by VITL.
- Verify that new policies, binders, certificates, endorsements, and other documents are accurate and reflect the terms and conditions agreed to during negotiations.
- Respond to all insurance-related questions and requests for advice from VITL, in a timely manner.
- Provide guidance on recommended coverages in order to maintain compliance with funder requirements, as requested by VITL.

Response Format

Responses are to be straightforward, clear, concise, and specific to the information requested. Proposals should be submitted in PDF format and be easily printable in 8.5 x 11 format. Send the proposal to VITL’s point of contact. Paper proposals will not be accepted. All proposals must be complete. VITL reserves the right to eliminate any bidder whose proposal is incomplete in VITL’s opinion. For submissions to be considered complete, bidders must provide the following information:

1. **Name and contact information:** For the person at your company who VITL should be in touch with regarding your response.
2. **General description of your company:** Provide a brief summary of your firm and its culture. Brochures and marketing materials may be included as an appendix but should not take the place of a brief written response. Include an organizational chart and reporting lines (if applicable).
3. **Services offered:** Please provide a description of your understanding of the scope of the engagement and the work that you are offering to provide. Include a description of your experience serving clients:
 - a. In the health care arena.
 - b. That receive funding from government contracts or grants.
 - c. In the non-profit arena.

Request for Proposal

4. **Team members and roles:** List all personnel who would be assigned to VITL's account and clearly indicate the role they would play. Include information about any other companies or service providers you would partner with to service VITL's account. Let us know what resources VITL will need to devote to make this relationship successful.
5. **Services Description:** What is included in your core brokerage and consulting services? Are other services available? If so, please provide an overview.
6. **Offshore Resources:** Indicate the primary physical location from which you will be providing your services. Please describe any potential offshore resource(s) employed.
7. **VITL's role:** Briefly tell us how we can be a great client.
8. **Proposed price:** Describe your proposed form of compensation. Specify which services are included in this compensation and which services require additional fees.
9. **Proposed timeline and transition:** Provide a 90 day start-up plan which outlines the bidder's approach to having VITL as a client in the first 90 days of the contract award.
10. **Exposure analysis:** Provide a narrative which indicates your understanding of the greatest risk/s or exposure/s that VITL faces and your recommendations to address these. Include any market trends or emerging insurance issues in your discussion.
11. **References:** Please provide contact information for three clients for whom you've performed similar services in the last three years.
12. **Sample materials:** Provide sample materials that are representative of the support you provide your clients.
13. **Success stories:** Provide at least two examples of your success in working with clients.
14. Appendix A, VITL NDA (VITL will return a fully executed copy upon receipt)
15. Appendix B, VITL's Current Insurance Coverage
16. Appendix C, Provisions from VITL's Current State Contract that Address VITL's Insurance Requirements

Confidentiality and RFP Ownership

VITL reserves the right to recall this RFP in its entirety or in part. Vendors are granted permission to reproduce portions of this RFP in their responses. Vendors agree that they will not duplicate, distribute or otherwise disseminate or make available this document or the information contained in it without the express written consent of VITL's designated point of contact, identified above. Vendors must ensure that distribution or use of the RFP is limited within their organization and/or subcontractors on a need-to-know basis.

Vendors shall not include or reference this RFP in any publicity without prior written approval from VITL, which, if granted, shall be granted by the designated point of contact. Vendors must accept all of the foregoing terms and conditions without exception. All responses to the RFP will become the property of VITL and will not be returned.

Disclosure of Proposal Contents

Cost and price information provided in proposals will be held in confidence and will not be revealed or discussed with competitors, except to the extent required by law. All other material submitted becomes the property of VITL and may be returned only at VITL's option. Proposals submitted to VITL may be reviewed and evaluated by any person other than competing bidders at the discretion of VITL to assist VITL with evaluation of responses. VITL has the right to use any or all ideas presented in any response to

Request for Proposal

the RFP. Where confidential or proprietary information is required, or should the vendor deem it necessary to submit such matter, the vendor must mark each page/section in large bold type (PROPRIETARY INFORMATION).

Vendor Attestation

Any successful vendor may be asked to attest to the following:

- Vendor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont.
- Vendor is not on the State's disbarment list.
- Vendor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.

The above provisions may be asked to be attested annually. VITL may seek this attestation from the vendor on an annual basis.

Offshore Data Restriction

Vendor must also contractually commit to the following:

- No data received, obtained, or generated by VITL in connection with use of the system shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of VITL. Such data shall be restricted to prevent access from locations outside of the United States, such as through the use of security/access control mechanisms.

Termination for Lack of State Funding

VITL receives funding through its contract with the State of Vermont (the "State") on an annual basis. VITL may terminate the Contract upon ninety (90) days prior written notice to Contractor if, in VITL's sole determination, the State fails to provide sufficient funding for Contractor's Fees. The contractor shall be compensated for services performed and costs incurred prior to the date of termination.

Independent contractor

Please show that your company will be an independent contractor and not an employee as defined by the State of Vermont's Department of Labor. (The State's 'ABC' test for this is straightforward and the vendor should be able to quickly document that they meet the standards outlined here:

<https://labor.vermont.gov/document/who-employee-vs-independent-contractor.>)

Additional Instructions and Information to Respondents

- All proposals submitted shall be binding for one hundred twenty (120) calendar days following the due date for the proposal.
- VITL reserves the right to award to the bidder(s) that presents the best value to VITL as determined solely by VITL in its absolute discretion.
- VITL is not responsible for any cost incurred by the bidder in either responding to this RFP or in participating in meetings with VITL prior to award.
- VITL reserves the right to conduct discussions with bidders for the purpose of obtaining "best and final offers."
- VITL will make one award for the requested services.

Request for Proposal

- There is no obligation on VITL's part to award any work packages (tasks) to an awardee.
- VITL reserves the right to reject any or all proposals in part or in full.
- VITL will evaluate its requirements to determine which awardee possesses the requisite expertise and ability and represents to VITL the best value for each individual task.
- VITL and the awardee will negotiate the work scope, schedule, and price.

Summary Conditions

THIS IS A REQUEST FOR PROPOSAL (RFP) ONLY for liability insurance brokage services. The information provided in the RFP is subject to change and is not binding on VITL. VITL has not made a commitment to procure any of the items released in this RFP and the RFP should not be construed as a such a commitment or as authorization to incur costs for which reimbursement would be required or sought. All materials submitted become the property of VITL and be returned only at VITL's option. VITL reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of VITL.

Request for Proposal

Appendix A

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement (“NDA”) is entered into on or effective as of the ___ day of _____, 20__ (“Effective Date”) by and between **Vermont Information Technology Leaders**, whose principal offices are located at 600 Blair Park Rd., Suite 302, Williston VT 05495 and _____ whose principal offices are located at _____, each of whom shall hereinafter be referred to as a “Party” and, together, as the “Parties”.

WHEREAS, the Parties are already in a business relationship or intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them, and in the course of such discussions and negotiations it is anticipated that each Party will disclose or deliver to the other Party directly and through its directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and members of advisory boards) (collectively, “Representatives”) certain of its Confidential Information (as defined below) for the purposes of enabling the other Party to engage in such discussions and negotiations (collectively, the “Purposes”); and

WHEREAS, each Party considers its Confidential Information to be valuable and wishes to protect it; and

WHEREAS, the Parties wish to enter into this NDA to ensure that the terms and conditions hereof apply when one Party (“Discloser”) discloses Confidential Information to the other Party (“Recipient”).

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties, intending to be legally bound, agree as follows:

1. Definition of Confidential Information.

The term "Confidential Information" shall mean all business or technical information including without limitation, strategies, discoveries, compilations, studies, documents, proprietary hardware, software and operating systems or other intellectual property or know-how, techniques, systems design, computer databases, data models, communications networks, finances, product development plans, product performance data, business directions, marketing and pricing plans, prospective and existing customer names, other technical or business information, other intellectual property of suppliers and affiliates, pricing information, the actual or proposed terms and

Request for Proposal

conditions of any contract between Discloser's customers and suppliers, whether or not any such information is designated as "confidential", "proprietary" or a "trade secret" and any other non-public or proprietary information reasonably identified by Discloser as confidential or which by its nature could reasonably be understood to be confidential under the circumstances in which it is disclosed whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". The term "Confidential Information" does not include information which: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, a disclosure by Recipient or its Representatives; (b) was rightfully within Recipient's possession prior to its being furnished by or on behalf of Discloser pursuant hereto or is disclosed to Recipient by another party without obligation of confidentiality; (c) becomes available to Recipient on a non-confidential basis from a source other than Discloser; or (d) is developed independently by Recipient without reference to or use of any of the Discloser's Confidential Information.

2. Use of Confidential Information.

Recipient agrees that it will keep Discloser's Confidential Information confidential and use it solely for the Purposes.

3. Standard of Care.

Recipient agrees to use at least the same degree of care and discretion to avoid disclosure, publication or dissemination of Discloser's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, but in no event less than a commercially reasonable standard of care. Notwithstanding the foregoing, Recipient may: (a) make any disclosure of Confidential Information to which Discloser gives its prior written consent; and (b) disclose any Confidential Information to Recipient's Representatives who need to know such information for the Purposes and who are informed of the confidential nature and agree for the benefit of Recipient and Discloser to keep such Confidential Information strictly confidential and to be bound by the other terms and conditions of this NDA.

4. Duration of Confidentiality Obligation.

Confidential Information disclosed pursuant to this NDA shall be subject to the terms of this NDA for two (2) years following the date of disclosure, provided that with respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives. Either Party may terminate this NDA at any time by providing written notice to the other Party. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of 2 years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Recipient.

Request for Proposal

5. Nondisclosure of Relationship of Possible Transaction.

Each Party agrees that, without the prior written consent of the other Party, it will not disclose to any person or entity the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place between the Parties, or otherwise disclose any of the terms, conditions or other facts with respect to the business relationship between the Parties.

6. Mandatory Disclosure.

Notwithstanding any other provision hereof, in the event that Recipient is required by an applicable court order or by law to disclose any of Confidential Information of Discloser, Recipient shall provide Discloser with prompt written notice of any such request or requirement so that Discloser may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Recipient is nonetheless legally compelled to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information which is legally required to be disclosed, provided that Recipient exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information, at Discloser's sole cost and expense.

7. Return of Confidential Information.

Recipient shall, upon the mutual termination of this NDA, or upon written request of Discloser, promptly return to Discloser all Confidential Information received by Recipient or its Representatives (and all copies and reproductions thereof) or, if so requested by Discloser, shall promptly destroy such Confidential Information (and all copies and reproduction thereof). In addition, Recipient shall destroy: (a) any notes, reports or other documents prepared by or for Recipient which contain any of Discloser's Confidential Information; and (b) any of Discloser's Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to Discloser. Upon any such destruction, Recipient shall promptly provide written certification of such by an officer of Recipient. Notwithstanding the return or destruction of Confidential Information, Recipient will continue to be bound by its obligations of confidentiality and other obligations hereunder. Recipient may retain a single archival copy of Discloser's Confidential Information in its legal files solely for the purpose of ensuring compliance with this Agreement. Notwithstanding the foregoing, the Recipient may retain copies of Confidential Information that are stored on the Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

8. No Transfer of Rights, Title, or Interest.

Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

Request for Proposal

9. No Representations or Warranties.

Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable to the Recipient or any of its Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

10. Miscellaneous Provisions.

The Parties hereby further agree as follows:

- A. This NDA does not require either Party to disclose or to receive information or to enter into any business transaction.
- B. Neither Party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this NDA without prior written consent of the other Party, except that either Party may assign this NDA without the consent of the other Party in conjunction with a corporate reorganization, merger or sale of substantially all of the assigning Party's assets. Any other attempt to assign or otherwise transfer this NDA shall be void and without effect.
- C. Recipient agrees to comply with all applicable laws, rules and regulations relevant to Discloser's Confidential Information.
- D. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- E. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.
- F. The provisions of this NDA are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. Recipient agrees that any breach of this NDA will cause Discloser substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, Discloser shall have the right to seek specific performance and other injunctive and equitable relief.
- G. This NDA shall be interpreted and enforced in accordance with the laws of the State of Vermont. If any provision of this NDA is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this NDA and application of such provision to other persons or circumstances will not be affected.

Request for Proposal

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Request for Proposal

IN WITNESS WHEREOF, the Parties have executed this NDA as of the Effective Date, intending to be legally bound thereby.

Vermont Information Technology Leaders _____

By: _____

Name: Beth Anderson

Title: President & CEO

By: _____

Name: _____

Title: _____

Request for Proposal

Appendix B

VITL's Current Insurance Coverage

Policy	Coverage	Limit of Liability	Retention
Cyber (Continental Casualty Company)	Enterprise Liability Coverages		
	Network Security Liability	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Technology and Professional Liability	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Media Liability	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Privacy Injury Liability	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Privacy Regulation Proceeding	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Privacy Regulation Fines	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Reimbursement Coverages		
	Privacy Event Expense	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Extortion Demand	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
	Privacy Regulation Investigation	\$5,000,000 Each Claim / Aggregate	\$50,000 Each Claim
First Party BI & Extra Expense			
Business Interruption	\$5,000,000 Each Loss / Aggregate	Waiting Period: 18 Hours, each network impairment: \$50,000	
Policy Aggregate Limit: \$5,000,000			
Excess Coverage (Houston Casualty Company)	Coverage	Limit of Liability	
	Cyber Extortion and Ransomware Coverage	\$5,000,000	\$0
	Cryptojacking	\$250,000	Aggregate excess over \$250,000
	Telephone Fraud Loss	\$250,000	Aggregate excess over \$250,000
	Invoice Manipulation Loss	\$100,000	Aggregate excess over \$100,000
	Electronic Theft Loss	\$250,000	Aggregate excess over \$250,000
	Social Engineering Loss	\$250,000	Aggregate excess over \$250,000
Policy Aggregate Limit: \$5,000,000			
Business Owners (Hartford)	Coverage	Limit of Liability	
	General Aggregate	\$2,000,000	\$1,000,000 each occurrence
	Products-Comp/Op	\$2,000,000	\$1,000,000 each occurrence
	Personal and Advertising Injury	\$1,000,000	
	Fire Damage	\$1,000,000	Any One Fire
	Medical Expense	\$10,000	Any One Person
	Hired and Non-owned Auto Liability	Included	
	Employee Benefit Liability	\$1,000,000	\$2,000,000 Aggregate
	Employment Practices Liability	\$25,000	
	Umbrella Liability/Excess Liability	\$4,000,000	Each Occurrence and \$4M in Aggregate, \$10,000 retention
Crime (Travelers)	Coverage	Limit of Liability	Single Loss Retention
	Blanket Employee Theft	\$200,000	\$2,000
	ERISA	\$200,000	\$0
	Forgery or Alteration	\$200,000	\$2,000
	Theft of Money & Securities Inside Premises	\$200,000	\$2,000
	Money & Securities - Outside the Premises	\$200,000	\$2,000
	Computer Fraud	\$200,000	\$2,000
	Funds Transfer Fraud	\$200,000	\$2,000
	Money Order & Counterfeit Paper Currency	\$200,000	\$2,000
Workers Comp (Hartford)	Employers Liability	\$500,000	Each accident
Executive Risk/D&O (Continental Casualty Company)	Coverage	Limit of Liability	
	Directors and Officers Coverage Limit	\$5,000,000	\$10,000 retention
	Additional Slide A	\$1,000,000	
	Crisis Event Expenses Sublimit	\$25,000	\$0
	Employment Practices Liability	\$5,000,000	\$15,000 retention
Fiduciary Liability	\$1,000,000	\$0	

Request for Proposal

Appendix C

Provisions from VITL's Current State Contract that Address VITL's Insurance Requirements

State Attachment C Insurance Requirements:

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

State Attachment D Insurance Requirements:

8. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$2,000,000 per claim, \$4,000,000 aggregate; and (b) first party Breach Notification Coverage of not less than \$2,000,000.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.