

I. Does Contractor need to have insurance coverage to do business with Kern Community College District (KCCD)?

KCCD requires all Contractors providing a service to the District to carry insurance.

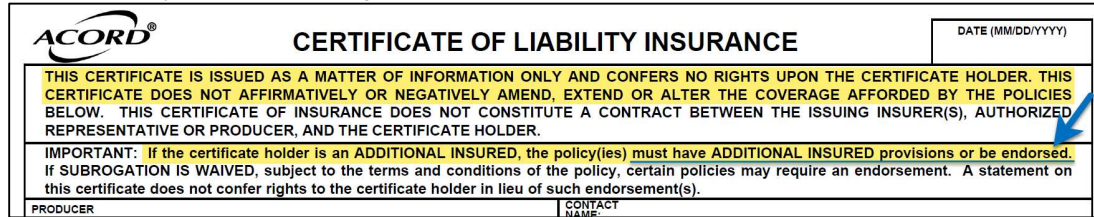
II. In the event that the Contractor is of size, reputation, or familiarity, do I still need to insist on the insurance requirements?

Yes, you normally have no way of verifying that their assets are sufficient for losses that might occur, with the submission of a Certificate of Insurance (COI) naming KCCD as additional named insured and an endorsement for each policy as outlined in the insurance requirements, will ensure the adequate coverage is in place.

III. Why can't we accept a COI as proof of Kern Community College District being named as an additional named insured?

Usually in the upper section of the COI are the following words: *"This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy below."* If any Contractor tries to convince you that the certificate truly does confer rights or coverages, and that you therefore do not need the endorsements you are requesting, you can direct their attention to this statement.

Please direct vendor to the upper section of the COI that states an Endorsement is required; The COI is issued as a matter of information only and confers no rights upon the certificate holder.



IV. What is the difference between COI and Additional Insured Endorsement, and why is it required?

As proof of coverage, most insurance agents and brokers will provide a document called a COI. Issuance of a certificate serves as evidence that the Contractor has a policy of insurance. However, the certificate does not modify the insurance policy itself. It does not guarantee that the required policy provisions are in place. Nor does the certificate tell the reader what exclusions or limitations may be found in the contractor's insurance policy. Therefore, the District must receive and review a copy of the COI and an endorsement for each policy amending the coverage to make sure that the actual coverage required is in effect. We must have a valid COI and an endorsement for each policy before work begins pursuant to the contract.

V. What is the minimum insurance coverage the Contractor must fulfill?

The Insurance Requirements is as outlined in [Contract Checklist](#). Depending on the type of services the Contractor is providing, the Requirements may differ, such as the examples provided below:

- **Does a Contractor need proof of Automobile Liability when hired to work on the campus/premises or when transporting staff/students?**

Yes, as the Contractor has to use means of transportation to reach campus/service site, and to transport tools, supplies, materials and/or staff/students. If the Contractor is determined to be engaged in business on KCCD's behalf, and if they are involved in an automobile accident, then KCCD may be held liable.

- **Does a Contractor need Professional Liability coverage?**

A Contractor needs professional liability coverage if expected under contract to provide "professional" services. e.g., attorneys, architects, advertising agency.

- **The Contractor states that he is a sole proprietor and does not carry workers' compensation insurance, as he has no employees, is this acceptable?**

Yes, the District requires the Contractor to certify that they are exempt from the State's workers' compensation requirements, because they have no employees.

- **When is Sexual Abuse or Molestation (SAM) coverage required and who must provide SAM coverage?**

SAM coverage is mandatory for all agreements, MOUs, or programs involving minor(s) on campus or under the District's supervision. Any external organization, vendor, or partner entering into an agreement with the District for programs involving minors must provide proof of SAM coverage. Internal departments coordinating such programs must ensure compliance before finalizing agreements.

VI. Can a Contractor sign a Consent Form - General Release & Waiver of Liability in place of COI?

Consent Form - General Release & Waiver of Liability Form is for sole proprietor individual only (owner operator with no employees). The Waiver will only cover the individual as far as an injury, workers compensation, is concerned. It does not include General Liability or Professional Liability/ Errors & Omission coverage. Depending on the risk associated with the type of services being provided, District Business Services-Contracts Department will review further and/or seek CFO, General Counsel, Risk Management, or District IT to assess risk and determine if the waiver will be acceptable.

VII. What if the COI Policy Effective & Expiry Date does not cover the full Term of the contract?

While most policies are renewable on annual basis, the Contractor is required to send the new/renewal COI to contracts@kccd.edu once available, as outlined in [Contract Checklist](#).

NOTE:

All Contractor's COI must meet the above requirements. Should the Contractor not be able to meet the requirements, please forward the Contractor response regarding the requirements to contracts@kccd.edu, and the District Business Services-Contracts Department will review further and/or seek General Counsel, Risk Management, or District IT Department guidance. Please contact District Business Services-Contracts Department or email contracts@kccd.edu should you have further questions.