



Public Service Commission

State of North Dakota

COMMISSIONERS

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Kevin Cramer

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October 11, 2011

John G. Athas
La Capra Associates, Inc.
One Washington Mall, 9th Floor
Boston, MA 02108

Dear Mr. Athas,

Enclosed is the original contract PU-164-11 for consulting services in Case No. PU-11-395. Please print two (2) copies, sign and return to me. We will also need a copy of your insurance documentation as specified in the RFP.

When submitting invoices for payment, please send them to the attention of Mike Diller and identify the case number on the invoice.

If you have any questions, feel free to contact me at 701-328-4076.

Best Regards,

A handwritten signature in cursive script that reads "Cara DeSaye".

Cara DeSaye
Procurement Officer

Enclosure

19 **PU-11-395** Filed: 10/11/2011 Pages: 14
Letter enclosing contract

State of North Dakota
Public Service Commission
State Capitol – 12th Floor
Bismarck, ND 58505-0480
701-328-2400
Project # PS7311395 Case # PU-11-395

CONTRACT #: PU-164-11

PURCHASE OF SERVICE AGREEMENT

The parties to this contract are the State of North Dakota, acting through its North Dakota Public Service Commission, Economic Regulation Division (STATE) La Capra Associates, Inc., One Washington Mall, 9th Floor, Boston, Massachusetts (CONTRACTOR).

1. SCOPE OF SERVICE

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

CONTRACTOR shall provide the services specified in RFP number 408.08.11.005, Montana-Dakota Utilities Company Advance Determination of Prudence Application, (PSC Case No. PU-11-395) and their response to RFP number 408.08.11.005, as well as address staff concerns throughout the engagement. The CONTRACTOR's response is incorporated by reference.

2. TERM OF CONTRACT

This agreement becomes effective when all parties have signed it, and the agreement shall terminate on June 30, 2012.

3. COMPENSATION

STATE will not make any advance payments before performance by CONTRACTOR under this contract. State shall pay CONTRACTOR the normal hourly billing rates and charges as stated in CONTRACTOR's response to RFP number 408.08.11.005, Montana-Dakota Utilities Company Advance Determination of Prudence Application, (PSC Case No. PU-11-395) for completing the scope of service. STATE will not make payment until an invoice is received and approved by the project manager. Each invoice must include the hours worked, the hourly rate charged, tasks completed, and total bill amount. The cap for this project is \$74,610.

4. TERMINATION OF CONTRACT

- a. Termination without cause. This contract may be terminated by mutual consent of both parties.
- b. Termination for lack of funding or authority. STATE by written notice of default to CONTRACTOR, may terminate the whole or any part of this contract, under any

of the following conditions:

- (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for cause. STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- (1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or
- (2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. FORCE MAJEURE

CONTRACTOR shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond CONTRACTOR'S reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

6. RENEWAL

This contract will not automatically renew. If STATE desires to renew, STATE will provide written notice to CONTRACTOR of its intent to renew this contract before the scheduled termination date.

7. MERGER AND MODIFICATION

This contract, 408.08.11.005, Montana-Dakota Utilities Company Advance Determination of Prudence Application, (PSC Case No. PU-11-395) and CONTRACTOR's response to RFP 408.08.11.005, Montana-Dakota Utilities Company

Advance Determination of Prudence Application, (PSC Case No. PU-11-395) constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

8. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE'S express written consent. However, CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR does not have authority to contract for or incur obligations on behalf of STATE.

10. NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

John G. Athas, Treasurer
La Capra Associates, Inc.
One Washington Mall, 9th Floor
Boston, Massachusetts 02108

OR

Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Ave., Dept 408
Bismarck, ND 58505-0480

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

11. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota.

12. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

13. INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the State or its agent, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by CONTRACTOR to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. CONTRACTOR also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

14. INSURANCE

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions with minimum limits of \$1,000,000 per occurrence and in the aggregate, CONTRACTOR shall continuously maintain such coverage during the contract period and for three years thereafter. In the event of a change or cancellation of coverage, CONTRACTOR shall purchase an extended reporting period to meet the time periods required in this section.

The insurance coverage listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows

form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

3) The duty to defend, indemnify, and hold harmless the STATE under this agreement shall not be limited by the insurance required in this agreement.

4) The State of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The STATE shall have all the benefits, rights and coverages of an additional insured under these policies.

5) The insurance required in this agreement, through a policy or endorsement, shall include: a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;

b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned STATE representative;

c) a provision that any attorney who represents the STATE under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code section 54-12-08;

d) a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the STATE and that any insurance, self-insurance or self-retention maintained by the STATE shall be in excess of the Contractor's insurance and shall not contribute with it;

e) cross liability/severability of interest for all policies and endorsements;

f) The legal defense provided to the STATE under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary.

g) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.

6) The CONTRACTOR shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.

7) Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.

15. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

16. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

17. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

18. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in this contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

19. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to STATE and must be delivered to STATE at STATE'S request upon termination of this contract. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

20. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR'S activities and responsibilities under this contract, except to the extent specified in this contract.

21. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment

compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

22. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR shall maintain all such records for at least three years following completion of this contract.

23. PREPAYMENT

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

24. PAYMENT OF TAXES BY STATE

State is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

25. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

CONTRACTOR
La Capra Associates, Inc.

STATE OF NORTH DAKOTA
Acting through its North Dakota Public
Service Commission

By: _____
Title: _____
Date: _____

By: _____
Title: Tony Clark, Chairman
Date: _____

By: _____
Title: Brian Kalk, Commissioner
Date: _____

By: _____
Title: Kevin Cramer, Commissioner
Date: _____

RISK MANAGEMENT APPENDIX

Indemnification

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Contractor or its agent, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Insurance

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverage listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

- 3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
 - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code section 54-12-08;
 - d) a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the state and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
 - e) cross liability/severability of interest for all policies and endorsements;
 - f) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
 - g) The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.
- 6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

UNDERSTANDING THE CERTIFICATE OF INSURANCE

FIELD	DESCRIPTION	NOTATION	
1	DATE	Actual date the Certificate was issued.	Date ensures that the Certificate is current.
2	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	This statement makes it clear that the Certificate of Insurance cannot amend, extend, or alter the underlying policies of insurance and the certificate holder has no contractual rights as a result of receipt of the certificate.	A certificate of insurance may be relied upon to verify types, dates, and limits of coverage. Additional terms/requirements such as being made an additional insured should be verified through receipt and review of the endorsement and/or policies of insurance.
3	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	This statement clarifies that if the certificate holder has asked to be named as an additional insured, this cannot be accomplished simply by the issuance of a certificate – the policy must be endorsed. The same can be true of waivers of subrogation.	Generally, one should obtain any required endorsement(s) to ensure all requirements are met.
4	PRODUCER	Broker or agent that prepared and provides the certificate.	
5	PRODUCER CONTACT	Contact information for the producer/broker/agent.	
6	INSURED	The name of the insured (the entity that purchased the insurance).	This entity should be the contractor – the party requested to provide coverage.
7	INSURER(S) AFFORDING COVERAGE	This section is used to identify the insurance companies issuing the policies described in the certificate. Each insurer is identified by letter (letter will be referenced in 9). May indicate the rating of the insurance company.	The State requires that insurers are rated "A-" or better by A.M. Best Company, Inc. Less than an "A-" rating must be approved by the State.
8	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	The insurance policies listed were issued to the insured and all insurance provided is subject to the normal policy terms, exclusions, and conditions.	The certificate affords no contractual rights even if such rights are referenced or made part of the contract between the insured and certificate holder.

FIELD		DESCRIPTION	NOTATION
9	INSR LTR	The Company letter of the insurer as identified in "Insurer(s) Affording Coverage" (from 7).	
10	ADDL INSR	Indicates if the certificate holder has been named as an additional insured on the policy.	Must obtain the endorsement to ensure requirement is met.
11	SUBR WVD	Indicates if subrogation has been waived on the policy.	Must obtain the endorsement to ensure requirement is met.
12	POLICY NUMBER	Identification number assigned to specific policy.	Should not be left blank- insist that all policy numbers be provided.
13	POLICY EFF / POLICY EXP	Date that the terms and conditions of the policy will commence and expire.	Ensure that the policy period covers the time frame of the project.
14	TYPE OF INSURANCE	<p>a) Commercial General Liability: Protection from liability arising out of a business operation.</p> <ul style="list-style-type: none"> • <i>Claims Made</i>- coverage for occurrences taking place during the policy period and the claim must be made or reported during the policy period. • <i>Occur</i> – coverage is provided for occurrences taking place during the policy period regardless of when an actual claim is made or reported. • <i>General Aggregate</i> – the most a policy will pay in a given policy period, regardless of the number of insured or claims. <p>b) Automobile Liability: Protection from liability arising out of negligent operation, maintenance or use of a covered auto, which result in bodily injury or property damage to a 3rd party.</p> <p>c) Umbrella Liab/Excess Liability: Liability coverage in addition to or on top of the primary general liability policy.</p>	<p>a) Generally, "occurrence" affords better coverage.</p> <p>If the general aggregate limit applies to the policy, coverage may be limited if there are other additional insured.</p> <p>b) Combined single limit is the most a policy will pay for 3rd party bodily injury and property damage combined for each accident.</p> <p>c) State generally doesn't request umbrella or excess liability coverage, but it may provide proof of more coverage.</p> <p>d) <i>Workers Comp.</i> should meet</p>

FIELD	DESCRIPTION	NOTATION
	<p>d) Workers Compensation & Employers' Liability: Coverage for employee injuries occurring within the course of their employment.</p> <p>e) Professional Errors and Omissions or other specialty coverage: Coverage for professionals against liability as a result of errors and omissions in performing those services.</p>	<p>statutory requirements.</p> <p><i>Employers Liability or Stop Gap Coverage</i> is used to cover liability actions against an employer arising out of a work-related accident/illness. While workers' compensation is intended to be the exclusive remedy for injured workers, there are occasional situations in which an employer may be separately liable to an injured worker or his family. The employers' liability component of a workers' compensation policy covers this exposure with defined limits of liability.</p> <p>e) Generally not possible to be named an additional insured on a professional errors and omissions policy.</p>
15	LIMITS	<p>Coverage limit amounts.</p> <p>The Risk Management recommended limits are based upon the State's limits set by statute. The "per person and per occurrence" language is in the statute, but generally, insurance policies are not written on a person person/per occurrence basis, but rather per occurrence and a general aggregate.</p>
16	DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES	<p>Records information necessary to identify the operations, locations, vehicles, specific job site/location or contract number, exclusions added by endorsement, and/or special provisions for which the certificate was issued.</p> <p>If the certificate of insurance states you are an additional insured, it is not a guarantee that you are an additional insured on the actual policy – request a copy of the endorsement.</p>
17	CERTIFICATE HOLDER	<p>Entity to which the certificate is issued.</p> <p>Specify the State agency/entity involved and its address (i.e. State of North Dakota, Agency...).</p>
18	CANCELLATION	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>A certificate holder and additional insured cannot plan on receiving any notice from the insurance company if coverage is being cancelled or non-renewed.</p>
19	AUTHORIZED REPRESENTATIVE	<p>Producer/broker/agent who has been authorized to sign the Certificate.</p>