INDEPENDENT CONTRACTOR
POLICY

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Effective Date: 6/13/2013
Last Updated: 4/3/2014

POLICY STATEMENT

Occasionally, the University may engage an independent contractor to perform services of a professional, technical, or administrative manner that cannot be readily performed by employees because of existing staffing constraints or due to the nature or urgency of the services required. Before an individual may be engaged as an independent contractor, however, a determination must be made as to whether an employee-employer relationship would result. This Policy includes the criteria to be used in determining a worker's status as an independent contractor or an employee based on the classification factors published by the Internal Revenue Service (IRS). In addition, the Policy includes the University’s Independent Contractor Agreement, which must be signed by the individual before any services are performed.

Departments may establish more restrictive procedures, if desired.
REASON FOR POLICY

This Policy establishes the standards for hiring workers to perform independent contractor services for the University. The Policy conforms to the Internal Revenue Code (IRC) and applicable Treasury Regulations governing the classification of independent contractors for tax purposes.

WHO SHOULD READ THIS POLICY

Any employee who is responsible for engaging the services of an independent contractor; the members of the Leadership Team as well as supervisors and Business Managers who supervise an employee with such responsibilities.

POLICY TEXT

This Policy covers the use of independent contractors to provide professional, technical, administrative, or unique services generally performed by individuals and sole proprietors. The use of an independent contractor is expected to address the performance of a specific task or job that will be accomplished within a specified period of time. An independent contractor should not be used to direct a University program or retained on an indefinite basis to perform tasks that would normally be assigned to an employee.

The Policy does not cover services provided by partnerships, LLPs, firms, or corporations except for professional services corporations employing less than three (3) individuals. Similarly, services provided by employees of employment agencies shall not be treated as independent contractor arrangements covered under this Policy. In addition, an honorarium paid to a non-University faculty member as an expression of gratitude for performing a short-term service (e.g., a speaking engagement, reading a manuscript, etc.) generally would not be treated as an independent contractor payment covered by this Policy. See Policy on Honorarium Payments.

An individual may be retained to provide services as an independent contractor only if a determination has been made by the Director of Internal Audit and Tax Compliance that the arrangement would not result in an employer-employee relationship (see below).

Because several offices would be involved in the review and approval of a contract for independent services, the steps described below must be taken before an agreement will be approved by the University (see Appendix A, Independent Contractor Approval Process Workflow).

Completion and Review of Checklist

The determination of a worker’s correct status as an independent contractor or employee must be made before any services are performed by the individual. Departments proposing to engage a
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contractor must complete the on-line Independent Contractor Checklist (“Checklist”). The Checklist includes the factors published by the IRS for the classification of a worker as an independent contractor or employee (an explanation of the factors is included in Appendix B).

The completed Checklist must be approved by the Business Manager and sent to the Director of Internal Audit and Tax Compliance. The Director will determine whether the information provided on the Checklist supports the classification of the individual as an independent contractor. If the Director determines that the IRS factors do not support classifying the worker as a contractor, the department may hire the individual through the University’s employment agency, HR Options. A temporary worker may also be hired as a University employee in certain circumstances if the relationship with the individual will be more on-going due to the nature or duration of the assignment. See Hiring Temporary Staff at USF.

Independent Contractor Agreement

An individual approved by the Director of Internal Audit and Tax Compliance to provide services as a contractor must complete and sign the University’s Independent Contractor Agreement. The department must send the signed agreement to the Office of General Counsel (OGC) for legal review and approval if any of the standard terms and conditions set forth in the agreement is changed. OGC approval of the proposed changes is required before the agreement may be approved by the University. See Authorization.

Insurance Coverage

Individuals contracting with the University must provide evidence of professional liability, general liability, automobile, and workers’ compensation insurance that meets the minimum coverage levels required by the University. All such individuals shall provide the University, prior to the commencement of work, a Certificate of Insurance confirming that they have the required coverage in effect. See Appendix C.

Insurance coverage may be waived in whole or part when it is determined by the Risk Manager in Accounting and Business Services (ABS) that it would be in the interest of the University to assume the liability on behalf of the contractor.

Background Check

The University may require that a proposed contractor undergo a background check for certain assignments, e.g., assignments involving interaction with students. In such cases, the individual will be asked to sign a consent form for use by Human Resources in scheduling the background check with the University’s third-party service provider. See Pre-employment Background Check Policy and Procedures.
Consulting Services Proposed by University Employees

Generally, the University will not enter into a contractual relationship with one of its employees to obtain consulting services. In those cases where an employee does perform additional services outside of the scope of his or her primary job, the employee may be eligible to receive a stipend or other additional compensation through the payroll system. See Additional Pay Policy.

Any exception to contract with a current employee requires written approval by the President and applicable Vice President. In addition, the employee must comply with the disclosure requirements set forth in the Conflict of Interest Policy.

Conflicts of Interest

Selection of an independent contractor shall be made on the basis of the individual’s qualifications, resources, and experience and the needs of the University. University officials authorized to approve an Independent Contractor Agreement shall not do so if they have a financial conflict of interest or if the proposed contract is with an immediate family member of the official, including a spouse, partner, parent, child, sibling, or in-law. See Conflict of Interest Policy.

Speakers and Entertainers

Individuals engaged by a department to speak at a University-sponsored event, (e.g., commencement, convocation, retreat, etc.) for a fee must complete the Speaker Agreement. Actors, musicians, and other artists hired to perform at a campus event must complete the Entertainment Agreement. Because outside speakers and entertainers who provide temporary personal services on behalf of the University are deemed to be independent contractors, it is not necessary that the Checklist be completed in connection with these individuals.

PROCEDURES

Authorization
Sponsored Projects and Other Restricted Funds
Method of Payment
Documentation
Tax Withholding and Reporting
Violations

Authorization

Independent Contractor Agreements may be approved by the President, Vice Presidents, Vice Provosts, or Deans. Deans are authorized to sign agreements resulting in expenditures of up to $5,000. The President, Vice Presidents, Vice Provosts, and Deans are responsible for
determining that budgeted funds are available for an agreement and that it complies with this Policy. In addition, any proposed changes to the standard Independent Contractor Agreement must be submitted to OGC for review and approval before the agreement is sent to the President, Vice President, Vice Provost, or Dean for final approval and signature.

**Sponsored Projects and Other Restricted Funds**

Sponsored project funds and other restricted funds may not be used for the payment of independent contractor expenses unless specifically authorized in the contract or grant agreement or other document governing the use of the funds. The use of sponsored project funds to engage the services of an independent contractor requires approval by the Office of Contracts and Grants.

**Method of Payment**

The required method of payment for paying an independent contractor is a Payment Request, which must be initiated by the department through the Concur Reporting System. A payment will be issued within ten (10) business days after Business Services receives a properly approved Payment Request.

The University Purchasing Card may be used for making payments to an independent contractor if the individual is equipped to accept such payments.

**Documentation**

Departments are responsible for providing sufficient documentary evidence to support all payments made to a contractor. Documentation should be in the form of an original invoice and should include the date, contractor’s name and location, description of the services performed, the period of performance, and total dollar amount. Contractor invoices should be faxed or scanned for submission to the Concur Reporting System.

**Tax Withholding and Reporting**

The University generally is not required to withhold income, social security, or Medicare taxes on amounts paid to an independent contractor but must report the payments on IRS Form 1099 if they equal or exceed $600 during the calendar year. If an independent contractor does not furnish his or her taxpayer identification number on a Form W-9, or if the number provided is determined to be incorrect, the University must withhold income taxes at the backup witholding rates (currently, 28% federal and 7% California).

If an independent contractor is a nonresident alien, payments made to the individual are subject to withholding at a standard federal rate of 30%, unless a treaty exemption is available. The aggregate amount of all independent contractor payments made to a nonresident alien are reportable on IRS Form 1042-S. See Nonresident Alien Payments Policy.
Payments made to nonresidents of California are subject to withholding of 7% if the total payments are more than $1,500 for the calendar year. Such payments are reportable to the Franchise Tax Board on Form 592-B. See Policy on Tax Treatment of Payments Made to Individuals.

Violations

Intentional violations of any portion of this Policy may result in disciplinary action, up to and including termination of employment and/or legal action. In addition, an employee may be personally liable for any financial liability incurred by the University as a result of a contract approved by the employee that was not reviewed and approved as required under this Policy.

RELATED INFORMATION

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DEFINITIONS

Concur Reporting System  The University’s on-line system for payment requests, expense reimbursements, cash advance requests, and reporting.

Business Managers  A University employee, designated by the President, Vice President, Vice Provost, or Dean who is the financial manager for the University account(s) being used for the expense. This may include the President, Vice Presidents, Vice Provosts, or Deans.

Independent Contractor  An independent contractor relationship exists when the University has the right to control only the result of the service, not the manner of performance.

Employer-Employee Relationship  An employer-employee relationship exists if the University has the right to direct and control the worker who performs the services. This control refers not only to the result to be accomplished by the work, but also the means and details governing how the work shall be done. It is not necessary that the University actually direct or control the manner in which the services are performed; an employee-employer relationship will exist if the University has the right to do so.

ADDITIONAL CONTACTS

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<tr>
<td>Internal Audit and Tax Compliance</td>
<td>Dominic Daher</td>
<td>415-422-5124</td>
<td><a href="mailto:dldaher@usfca.edu">dldaher@usfca.edu</a></td>
</tr>
<tr>
<td>Accounting and Business Services</td>
<td>Kimberly Kvaal</td>
<td>412-422-6732</td>
<td><a href="mailto:klkvaal@usfca.edu">klkvaal@usfca.edu</a></td>
</tr>
<tr>
<td>Business Services</td>
<td>Cyndy Johnson</td>
<td>415-422-2734</td>
<td><a href="mailto:cljohnson3@usfca.edu">cljohnson3@usfca.edu</a></td>
</tr>
<tr>
<td>General Counsel</td>
<td>Donna Davis</td>
<td>415-422-6822</td>
<td><a href="mailto:davisdj@usfca.edu">davisdj@usfca.edu</a></td>
</tr>
<tr>
<td>Human Resources</td>
<td>Diane Nelson</td>
<td>415-422-2441</td>
<td><a href="mailto:dlnelson3@uusfca.edu">dlnelson3@uusfca.edu</a></td>
</tr>
<tr>
<td>Payment Request</td>
<td>Business Services</td>
<td>415-422-6731</td>
<td><a href="mailto:moore@usfca.edu">moore@usfca.edu</a></td>
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Independent Contractor Policy
April 3, 2014

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<th>Purchasing Card</th>
<th>Dennis Miller</th>
<th>415-422-2102</th>
<th><a href="mailto:pcard@usfca.edu">pcard@usfca.edu</a></th>
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<tr>
<td>Risk Management</td>
<td>Anthony Retort</td>
<td>415-422-5899</td>
<td><a href="mailto:aretort@usfca.edu">aretort@usfca.edu</a></td>
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**FORMS**

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<tr>
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<td>concur/</td>
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**RESPONSIBILITIES**

**Department/Business Manager**

- Prepares Checklist for review by the Director of Internal Audit and Tax Compliance.
- Obtains all supporting documentation from worker (e.g., Form W-9, Certificate of Insurance, etc.) in accordance with this Policy.
- Sends Independent Contractor Agreement to OGC for legal review if any changes are proposed to the standard terms and conditions.
- Sends signed Independent Contractor Agreement, Checklist, and all supporting documentation to ABS.

**Internal Audit and Tax Compliance**

- Reviews Checklist and determines whether individual may be engaged as an independent contractor.
- Advises department with respect to correct classification of worker.

**Office of the General Counsel**

- Reviews any proposed changes to the standard Independent Contractor Agreement and advises department whether such changes may be included in the agreement.

**Accounting and Business Services/Risk Manager**

- Confirms that Certificate of Insurance meets requirements set forth in Appendix C.
- Reviews insurance waiver requests and determines whether requests should be approved.
- Processes payments to contractor based on signed Independent Contractor Agreement, Checklist, and all supporting documentation provided by department.
President, Vice Presidents, Vice Provosts, and Deans

- Reviews and approves Independent Contractor Agreements in accordance with the procedures set forth in this Policy.
- Reviews any exception requests to engage a University employee as an independent contractor (President and applicable Vice President, only).

FREQUENTLY ASKED QUESTIONS
(No questions)

REVISION HISTORY

__/__/14 First publication of Policy.

APPENDICES

- **Appendix A**  Independent Contractor Approval Process Workflow
- **Appendix B**  IRS Classification Factors
- **Appendix C**  Notice to Contractors, Vendors, and Facility Users--Minimum Insurance Requirements
Independent Contractor Approval Process Workflow
Appendix A

Department
Requesting department completes Checklist and proposed contract of proposed I.C. Submitted through Perfect Forms using the Independent Contractor Checklist.

Business Manager
Business Manager reviews Checklist, contract, proposal and/or other documentation. Makes initial determination to approve expense and engage I.C.

Office of Internal Audit and Tax Compliance
Determines correct classification of worker.

Employee

Independent Contractor?

Independent Contractor

Risk Management
Reviews need for proof of insurance. If required, requests COI from Independent Contractor.

Department
Request sent back to department requesting copy of signed contract and W-9.

Office of Accounting and Business Services
Conducts final review and creates Banner record. Notification sent to requestor, BM, VP/Dean and Risk Management confirming the I.C. engagement.

Grant?

Office of Contracts and Grants
Approves use of contract or grant funds.

Contract Review needed?

Office of the General Counsel
Reviews contract for legal requirements if worker will not sign the standard University contract.
Since there are no explicit statutory standards for determining a worker's status under the employment tax laws, in 1987 the IRS published twenty classification factors, based on common law standards, for use in determining whether a worker should be classified as an employee or an independent contractor (Rev. Rul. 87-41). However, because business relationships have changed over time, the IRS and the courts have determined that some of the twenty factors are no longer as relevant as they once were.

Under current IRS guidance, there are fewer factors that need to be considered in determining a worker’s status and the factors have been grouped into the following categories:

- **Behavioral Control:** Does the business control or have the right to control what the worker does and how the worker does his or her job?

- **Financial Control:** Are aspects of the worker’s job controlled by the payer (e.g., how the worker is paid, whether expenses are reimbursed, who provides tools and supplies, etc.)

- **Relationship of Parties:** Are there written contracts or employee-type benefits (i.e., pension plan, insurance, vacation pay, etc.)? Will the relationship be ongoing and is the work performed a key aspect of the payer’s business?

The University must weigh all of these factors when determining whether a worker is an employee or independent contractor. Some factors may indicate that the worker is an employee, while other factors indicate that the worker is an independent contractor. There is no set number of factors that makes the worker an employee or an independent contractor, and no one factor stands alone in making this determination. Adding further complexity, factors which are relevant in one situation may not be relevant in another. Each worker arrangement must be analyzed separately taking into account the facts and circumstances applicable to the individual.

According to the IRS, the University must look at the entire relationship, consider the degree or extent of the right to direct and control the worker, and finally, document each of the factors used in making a determination.

The specific IRS factors in each of the three categories are described as follows:

**Behavior Control**

Behavioral control refers to facts that show whether there is a right to direct or control how the worker does the work. A worker is an employee when the University has the right to direct and control the worker, even if the University does not actually direct or control the way the work is done. The behavior control factors include the following:
Types of Instructions

An employee is generally subject to the University’s instructions about when, where, and how to work. All of the following are examples of types of instructions about how to do work:

- When and where to do the work.
- What tools or equipment to use.
- What workers to hire or to assist with the work.
- Where to purchase supplies and services.
- What work must be performed by a specified individual.
- What order or sequence to follow when performing the work.

Degree of Instruction

The degree of instruction means that the more detailed the instructions, the more control the University exercises over the worker. More detailed instructions indicate that the worker is an employee. Less detailed instructions reflect less control, indicating that the worker is more likely an independent contractor.

Note: The amount of instruction needed varies among different jobs. Some tasks may require little or no instruction. Even if no instructions are given, however, sufficient behavioral control may exist if the University has the right to control how the work results are achieved. The key consideration is whether the University has retained the right to control the details of a worker’s performance or instead has given up that right.

Evaluation System

If an evaluation system measures the details of how the work is performed, then these factors would point to an employee. If the evaluation system measures just the end result, then this can point to either an independent contractor or an employee.

Training

If the University provides the worker with training on how to do the job, this indicates that the University wants the job done in a particular way. This is strong evidence that the worker is an employee. Periodic or on-going training about procedures and methods is even stronger evidence of an employer-employee relationship. However, independent contractors ordinarily use their own methods.

Financial Control

Financial control refers to facts that show whether or not the University has the right to control the economic aspects of the worker’s job. The financial control factors include the following:
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**Significant Investment**

An independent contractor often has a significant investment in the equipment he or she uses in working for someone else. There are no precise dollar limits that must be met in order to have a significant investment. Furthermore, a significant investment is not necessary for independent contractor status as some types of work simply do not require large expenditures.

**Unreimbursed Expenses**

Independent contractors are more likely to have unreimbursed expenses than are employees such as fixed ongoing costs that are incurred regardless of whether work is currently being performed.

**Opportunity for Profit or Loss**

The opportunity to make a profit or loss is another important factor. If a worker has a significant investment in the tools and equipment used to provide the services, and the worker has unreimbursed expenses, the worker has a greater opportunity to lose money. The likelihood of incurring a loss indicates that the worker is an independent contractor.

**Services Available to Market**

An independent contractor is generally free to seek out business opportunities. Independent contractors often advertise, maintain a visible business location, and are available to work in the relevant market.

**Method of Payment**

An employee is generally guaranteed a regular wage amount for an hourly, weekly, or other period of time. This usually indicates that a worker is an employee, even when the wage or salary is supplemented by a commission. An independent contractor is usually paid by a flat fee for the job. However, it is common in some professions, such as law, to pay independent contractors hourly.

**Relationship of the Parties**

The relationship of the parties refers to facts that show how the worker and the University perceive their relationship to each other. The factors under this category include the following:

**Written Contracts**

Although a contract may state that the worker is an employee or an independent contractor, this is not sufficient to determine the worker’s status. The IRS is not required to follow a contract stating that the worker is an independent contractor, responsible for paying his or her own self-employment tax. How the parties work together determines whether the worker is an employee or an independent contractor.
Note: All individuals providing independent contractor services must sign the University’s Independent Contractor Agreement.

Employee Benefits

Employee benefits include things like insurance, pension plans, paid vacation, sick days, and disability insurance. Businesses generally do not grant these benefits to independent contractors. However, the lack of these types of benefits does not necessarily mean the worker is an independent contractor, according to the IRS.

Permanency of the Relationship

If a worker is hired with the expectation that the relationship will continue indefinitely, rather than for a specific project or period, this is generally considered evidence that the intent was to create an employer-employee relationship.

Regular Business Activity

If a worker provides services that are a regular or key aspect of the University’s business, it is more likely that the University will have the right to direct and control his or her activities. For example, if the University hires an instructor, it is likely that it will have the right to control or direct that work. This would indicate an employer-employee relationship.
Notice to Contractors, Vendors, and Facility Users
Minimum Insurance Requirements
Appendix C

The University of San Francisco requires evidence of insurance from (1) Contractors, (2) Vendors, (3) Other Parties that provide services to or on behalf of the University, and (4) Various Parties that use University of San Francisco facilities. All such parties shall furnish to the University PRIOR to commencement of work or activity, an Acord™ Certificate of Insurance (COI) form stating that there is insurance in effect with the minimum limits shown below.

NOTE: At the discretion of the University of San Francisco (due to the nature of the contract, activity, event or the number of people in attendance) higher limits or other requirements may be specified. Each completed COI should be sent to the attention of the contracting party at the University of San Francisco, at the address shown below, with a copy sent by email to aretort@usfca.edu

ATTN: ______________________
Name of Department
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117

Commercial General Liability: (MINIMUM REQUIREMENTS)

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<td>Products/Completed Operations Aggregate:</td>
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<td>General Aggregate:</td>
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1. The COI must provide specific information as to the date and contract/activity/event for which the certificate is being issued. Coverage must be written on an “occurrence” form and maintained throughout the term of any contract/activity/event.

2. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the subject contract/project, or the general aggregate limit shall be twice the required occurrence limit.

3. The COI must provide coverage for completed as well as ongoing operations. Coverage limited to ongoing operations is not acceptable.

4. By endorsement, the policy must stipulate that for any claims related to any project, insurance coverage shall be primary and non-contributory as respects the University of San Francisco, its trustees, officers, employees, faculty and agents. Any insurance or self-
insurance maintained by the University of San Francisco, its trustees, officers, employees, faculty or agents shall be excess of the Contractor's insurance and shall not contribute.

5. By endorsement the policy must reflect “The University of San Francisco, its trustees, officers, employees, faculty, and agents are included as an Additional Insured as their interests may appear with regard to the activity and/or operations under the subject Contract or Agreement.” Cross liability coverage must be provided.

6. By endorsement, the policy must reflect Waiver of Subrogation in favor of the University of San Francisco.

**Business Automobile Liability: (MINIMUM REQUIREMENTS)**

Commercial Entities: Business automobile liability with a combined single limit of not less than $1,000,000 per occurrence.

For Individuals: Liability of $100,000 per person / $300,000 per occurrence; property damage of $50,000 per occurrence.

1. COI will provide evidence of coverage arising out of automobiles owned, leased, hired or borrowed by or on behalf of the party; and with respect to liability arising out of work or operations performed by or on behalf of the party, including materials, parts or equipment furnished in connection with such work or operations.

2. By endorsement the policy must reflect Waiver of Subrogation in favor of the University of San Francisco.

**Workers Compensation and Employer’s Liability Insurance: (MINIMUM REQUIREMENTS)**

Worker’s Compensation - Statutory – As required by law in the State of California

By endorsement the policy must reflect Waiver of Subrogation in favor of the University of San Francisco. The Contractor shall assure that all subcontractors provide workers’ compensation coverage as described herein.

Employer’s Liability:

$1,000,000 Bodily Injury by Accident - Each Accident
$1,000,000 Bodily Injury by Disease - Policy Limit
$1,000,000 Bodily Injury by Disease - Each Employee
Professional Liability

If the contract involves the delivery of architectural, engineering, or other professional services, evidence of professional liability (errors and omissions) insurance with a limit of $1,000,000 per occurrence must be provided. If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the agreement.

Umbrella or Excess Liability Insurance

Umbrella or excess liability insurance may be used to achieve the above minimum liability limits. The Umbrella or excess liability insurance policy must be endorsed to the University of San Francisco as being “As Broad as Primary Policy.”

Endorsements

When required “by endorsement,” the presence of such endorsement must be noted on the COI and a separate insurer issued endorsement must accompany the certificate.

Policy Cancellation

The Contractor or Vendor shall agree that, except for ten (10) days’ notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days written notice to the University of San Francisco. Each COI shall specify that SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Deductibles and Self-Insured Retentions

Insurance shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the University of San Francisco. Such approval shall not relieve you from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $10,000.00 per occurrence, unless otherwise approved by the University of San Francisco.

Approved Insurer

Each insurance policy shall be issued by an insurance company or companies authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made. All such insurers must maintain a rating by A.M. Best as “(A-) IX” or better.
Subcontractors and Vendors

The Contractor shall maintain COI forms in conformance with the above requirements for all subcontractors or other parties providing service under this contract.

Evidence of Insurance

Proof of the required insurance is evidenced by a COI on an Acord™ form, provided by your insurance agent or broker. This form must be in the possession of the University of San Francisco before the work or activity starts. The COI must be filed with the contract so that it can be found in the event of a loss.

General Insurance Requirements

The insurance limits listed in this document should be considered to be the minimum required. The University of San Francisco may make exceptions (for higher or lower limits) if it is determined that the exposure is more or less than contemplated by these requirements. Exposures related to aircraft, watercraft, professional liability and hazardous activities will require additional insurance and/or higher insurance limits.

For any claims related to any project, your insurance coverage shall be primary insurance as respects the University of San Francisco, its trustees, officers, employees, faculty and agents. Any insurance or self-insurance maintained by the University of San Francisco, its trustees, officers, employees, faculty or agents shall be excess of the Contractor's insurance and shall not contribute. All required liability policies shall provide cross-liability coverage.

Completed Certificate of Insurance

Provide a completed COI using an Acord™ form or other form providing the same information in substantially the same format and acceptable to the University of San Francisco.

1. Endorsements issued by the insurer must be provided for Additional Insured, Primary/Non-Contributory, and Waiver of Subrogation. Reference should be made to same on the COI, but the actual separate endorsement must be provided

2. Special instructions or terms or limitations to coverage. If coverage is limited to a specific project, the COI should stipulate

3. The University of San Francisco listed as the certificate holder

4. Signature of the insurer’s agent or representative and date.
Contact Information

For more information, contact:

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