

Obtain an insurance policy and/or have such a policy in force covering data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of records*) \$\_\_[amt]\_\_\_\_, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

- 1) Consumer notification, whether or not required by law;
- 2) Forensic investigations;
- 3) Public relations and crisis management fees; and
- 4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

**NOTE:** *The Data Breach Insurance (per occurrence) is tied to the number of records that are the subject of this Agreement.*

<b><i>Number of Records</i></b>	<b><i>Insurance per Occurrence</i></b>
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>