

STANDARD INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION:

Prospective Contractor shall defend, indemnify and hold harmless the Imperial County Children and Families First Commission (hereafter Commission) and the County of Imperial (hereafter County), their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any negligent, reckless or intentional actions or omissions on the part of the Prospective Contractor, its officers, agents, employees, volunteers or other independent Subcontractors or Subgrantees directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the Commission and/or County. With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the joint or concurrent negligence of Prospective Contractor and the County, each party shall assume responsibility in proportion to the degree of its respective fault as determined by the arbitrator.

Prospective Contractor agrees to timely notify the Commission of any claim based on alleged negligent, reckless or intentional conduct of the Prospective Contractor or the Commission.

Failure to provide and maintain the insurances by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, the Commission may suspend payment to the Prospective Contractor for any services provided during any time that insurances were not in effect and until such time as the Prospective Contractor provides adequate evidence that the Prospective Contractor has obtained the required coverage(s).

INSURANCES:

Without limiting the Prospective Contractor's indemnification of the Commission and County, Prospective Contractor shall procure the following required insurance coverages. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the Commission and County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Prospective Contractor in default. In the event that the Prospective Contractor is self-insured, Prospective Contractor shall furnish a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance. Upon written request by the Commission and County, Prospective Contractor shall provide a certified copy of any insurance policy to the Commission and County within thirty (30) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employer's Liability Insurance shall cover all Prospective Contractor's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the Commission and County. The Workers' Compensation insurance is statutory and must include \$1,000,000 in Employer's Liability. All Workers' Compensation policies must contain a Waiver of Subrogation endorsement. In the event Prospective Contractor is self-insured, it shall

furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Prospective Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Prospective Contractor submits a written statement to the Commission and County stating that fact.

2. General and Automobile Liability Insurances: The general liability insurance shall include bodily injury (including death), property damage and personal injury liability coverage, shall afford coverage for all premises and operations of Prospective Contractor and shall include contractual liability coverage for this Agreement between Commission and Prospective Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Prospective Contractor pursuant to Prospective Contractor's activities hereunder. Commission and County, their officers, employees, and agents shall be named as Additional Insureds on any policy. A copy of the endorsement evidencing that the Commission and County has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The limit of comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability must be in the amount of \$1,000,000. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be Primary and Non-contributory to the full limits stated in the declarations, and if the Commission or County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy must not contain an exclusion for abuse or molestation. Said policy or policies shall provide that the Commission and County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

_____ By initialing in the space provided, the Prospective Contractor warrants that the services to be provided under this Agreement do not require the use of any vehicle by the Prospective Contractor.

Prospective contractor shall submit to the office of the designated Commission representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated Commission representative as a condition precedent to any payment by Commission under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the Prospective Contractor.