

## **APPENDIX B: INSURANCE REQUIREMENTS**

The successful applicant will be required to provide proof of insurance for the following and maintain in full force and effect, during the term of the Agreement, the following types of insurance:

**General Liability** [“occurrence” coverage]

CONTRACTOR shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

Additional Insured Endorsement: The policy must include Monterey County Children and Families Commission, the individual members thereof, and all **F5MC** officers, agents, employees, and its Board of Directors as Additional Insureds with respect to services being provided, including ongoing and completed operations. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.

**Professional Liability (or Errors and Omissions Liability Insurance)**

Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate OR Professional Liability Insurance with limits of a minimum of \$1,000,000 per claim or occurrence.

**Sexual Abuse Liability**

Minimum Limit \$1,000,000

**Automobile insurance**

CONTRACTOR shall maintain motor vehicle liability with limits of not less than \$250,000 per person, \$500,000 aggregate, and \$100,000 property damage for each vehicle to be operated in association with this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

**Workers' Compensation**

Required for all CONTRACTOR with employees  
Statutory Limits or \$1,000,000, Employers Liability minimum \$100,000

**Please have Insurance Certificates with any Additional Insured Endorsements sent to First 5 Monterey County, 1125 Baldwin Street, Salinas, CA 93906, attention: Joanna Steinbruner.**

- A. All Insurance Certificates showing proof of insurance must include a 30-day Notice of Cancellation endorsement.
  - B. **F5MC**'s legal name, Monterey County Children and Families Commission, must be used on all insurance certificates and endorsements
  - C. All insurance provided required under this Agreement shall be primary coverage with respect to **F5MC**, and any insurance or self insurance maintained by **F5MC** shall be in excess of F CONTRACTOR's insurance coverage and shall not contribute to contractor's coverage. **F5MC** is to be notified immediately if any aggregate insurance limit is exceeded.
  - D. Failure to provide these documents shall be grounds for termination or suspension of this Agreement.
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- E. It is the responsibility of CONTRACTOR to confirm that any and all subCONTRACTORS that CONTRACTOR may use for the completion of this Agreement comply with all terms and conditions of the insurance provisions.
- F. Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to **F5MC**.
- G. Evidence of Self Insurance: For CONTRACTOR S who are self-insured, legally adequate evidence of self-insurance meeting the approval of **F5MC**'s Legal Counsel may be submitted for any coverage required above. For Workers' Compensation, CONTRACTOR must submit a copy of the Self Insured Certificate issued by the State of California.

Prior to any obligations of **F5MC**, CONTRACTOR shall file certificates of insurance with **F5MC**, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate including applicable endorsements promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file.