

## **TPA Grantee Insurance Contract Requirements**

### **8.13 General Provisions for all Insurance Coverage for Grantee and Subcontractors**

8.13.1 Without limiting Grantee's indemnification of TPA and County, and in the performance of this Agreement, and until all of its obligations pursuant to this Agreement have been met, Grantee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.14 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Grantee pursuant to this Agreement. TPA in no way warrants that the Required Insurance is sufficient to protect Grantee for liabilities which may arise from or relate to this Agreement.

8.13.2 Grantee, in concert with TPA, shall identify which, if any, insurance requirements that must be met by Grantee in conjunction with their grant or contract. Grantee will need to name the TPA and County Indemnitees (defined below), as an Additional Insured as provided for in Paragraph 8.13.3. TPA, in its sole discretion, shall identify which insurance is required from Grantee.

#### Evidence of Coverage and Notice to TPA:

8.13.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to TPA, and a copy of an Additional Insured endorsement confirming TPA and the County Indemnitees (defined below) has been given Insured status under Grantee's liability policies, shall be delivered to TPA at the address shown below and provided prior to commencing services under this Agreement.

8.13.2.2 Renewal Certificates shall be provided to TPA not less than ten (10) days prior to Grantee's policy expiration dates. The TPA reserves the right to obtain complete, certified copies of any required Grantee and/or Subcontractor insurance policies at any time.

8.13.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named

on the Certificate shall match the name of Grantee identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any TPA required endorsement forms.

8.13.2.4 Neither TPA's failure to obtain, nor TPA's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Grantee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.13.2.5 Certificates and copies of any required endorsements shall be sent to:

Amity Foundation  
Subject Line: Certificate of Insurance  
Email: [TPAawards@amityfdn.org](mailto:TPAawards@amityfdn.org)

8.13.2.6 Grantee also shall promptly report to TPA any injury or property damage accident or incident, including any injury to a Grantee employee occurring on TPA or County property, and any loss, disappearance, destruction, misuse, or theft of TPA or County property, monies or securities entrusted to Grantee. Grantee also shall promptly notify TPA of any third-party claim or suit filed against Grantee or any of its Subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Grantee, TPA, and/or County. For emergency incidents, notifications shall be made immediately or as soon as practicable, whichever is sooner. General incidents referenced in this paragraph, notifications shall be made no later than two (2) business days after receipt from Grantee to [TPAawards@amityfdn.org](mailto:TPAawards@amityfdn.org).

8.13.3 Additional Insured Status and Scope of Coverage  
The TPA and its officer, directors, employees, representatives, agents, advisors, consultants, contractors, and volunteers (collectively TPA and its Agents) and the County, it's Special

Districts, elected officials, officers, agents, employees and volunteers (County Indemnitees) shall be provided additional insured status under Grantee's liability policies with respect to liability arising out of Grantee's ongoing and completed operations performed on behalf of the TPA. TPA and its Agents and the County Indemnitee's additional insured status shall apply with respect to liability and defense of suits arising out of Grantee's acts or omissions, whether such liability is attributable to Grantee, TPA, or to County. The full policy limits and scope of protection also shall apply to the TPA and its Agents and County Indemnitees as an additional insured, even if they exceed the minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.13.4 Cancellation of or Changes in Insurance

Grantee shall provide TPA with, or Grantee's insurance policies shall contain a provision that TPA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to TPA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the discretion of the TPA, upon which TPA may suspend or terminate this Agreement.

#### 8.13.5 Failure to Maintain Insurance

Grantee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which TPA immediately may withhold payments due to Grantee, and/or suspend or terminate this Agreement. TPA, at its sole discretion, may obtain damages from Grantee resulting from said breach. Alternatively, the TPA may purchase the Required Insurance, and without further notice to Grantee, deduct the premium cost from sums due to Grantee or pursue Grantee reimbursement.

#### 8.13.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the TPA with A.M. Best ratings of not less than A:VII unless otherwise approved by TPA.

#### 8.13.7 Grantee's Insurance Shall be Primary

Grantee's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Grantee. Any TPA or County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Grantee coverage.

#### 8.13.8 Waivers of Subrogation

To the fullest extent permitted by law, Grantee hereby waives its rights and its insurer(s)' rights of recovery against TPA or County under all the Required Insurance for any loss arising from or relating to this Agreement. Grantee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.13.9 Deductibles and Self-Insured Retentions (SIRs)

Grantee's policies shall not obligate TPA or County to pay any portion of any contractor deductible or SIR. TPA retains the right to require Grantee to reduce or eliminate policy deductibles and SIRs as respects to TPA or County, or to provide a bond guaranteeing Grantee's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.13.10 Subcontractor Insurance Coverage Requirements

Grantee shall include all Subcontractors as insureds under Grantee's own policies or shall provide TPA with each Subcontractor's separate evidence of insurance coverage. Grantee shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and shall require that each Subcontractor name TPA and its Agents and County Indemnites as additional insureds on the Subcontractor's liability policies. Grantee shall obtain TPA's prior review and approval of any Subcontractor request for modification of the Required Insurance.

#### 8.13.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Agreement. Grantee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### 8.13.12 Application of Excess Liability Coverage

Grantee may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.13.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.13.14 Alternative Risk Financing Programs

TPA reserves the right to review, and then approve, Grantee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. TPA, its Agents and County Indemnities shall be designated as an Additional Covered Party under any approved program.

#### 8.13.15 TPA Review and Approval of Insurance Requirements

TPA reserves the right to review and adjust the Required Insurance provisions, conditioned upon TPA determination of changes in risk exposures.

### 8.14 Insurance Coverage

8.14.1 **(Required) Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

#### 8.14.2 **(Required) Professional Liability-Errors and Omissions**

Insurance covering Grantee's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Grantee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.14.3 (If Applicable ) Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Grantee's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.14.4 (If Applicable) Workers' Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Grantee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the TPA and County as the Alternate Employer. The written notice shall be provided to TPA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Grantee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.14.5 (If Applicable) Sexual Misconduct Insurance** covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to property authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.