INSURANCE REQUIREMENTS FOR CONTRACTS
$100,000 OR ABOVE

Indemnity

The Grantee (hereinafter "GRANTEE") shall indemnify, defend, and hold harmless Valley Health Foundation (hereinafter "Foundation"), its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with performance of this Agreement by GRANTEE and/or its agents, employees, or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the Foundation. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Foundation. The GRANTEE shall reimburse the Foundation for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the GRANTEE contests its obligation to indemnify, defend and/or hold harmless the Foundation under this Agreement and does not prevail in that contest.

Insurance

Without limiting the GRANTEE's indemnification of the Foundation, the GRANTEE shall provide and maintain at its own expense, during the term of this AGREEMENT, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this AGREEMENT, the GRANTEE shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the GRANTEE upon request.

This verification of coverage shall be sent to the requesting Foundation department, unless otherwise directed. The GRANTEE shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Foundation. This approval of insurance shall neither relieve nor decrease the liability of the GRANTEE.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Foundation insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Valley Health Foundation or their designated agent.

D. Insurance Requirements

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides minimum limits as follows:

    a. Each occurrence - $1,000,000
    b. General aggregate - $2,000,000
    c. Products/Completed Operations aggregate - $2,000,000
    d. Personal Injury - $1,000,000

2. General liability coverage shall include:

    a. Premises and Operations
    b. Products/Completed
    c. Personal Injury liability
    d. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the Foundation:**

    Additional Insured Endorsement, which shall read:

    > "Valley Health Foundation, and members of the Board of Directors of Valley Health Foundation, and the officers, agents, and employees of Valley Health Foundation, individually and collectively, as additional insureds."

    Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by Valley Health

Foundation, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance (Required if the GRANTEE or any of its agents or subcontractors will operate an automobile in the scope of the AGREEMENT)

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Professional Liability Errors and Omissions $1,000,000 Aggregate Limit.

7. GRANTEE shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements from each subcontractor.

8. GRANTEE shall furnish Valley Health Foundation with certificates of insurance and original endorsements affecting coverage required by this AGREEMENT. Proof of insurance shall be emailed to childcare@vhfca.org Attn: Program Officer, or

   Mailed to:

   Valley Health Foundation
   Childcare Expansion Grant Program Officer
   2400 Clove Drive
   San Jose, CA 95128