Exhibit \_\_\_\_\_

**Section I – Insurance to be Maintained by Contractor**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
2. Required if Contractor has employees as defined by the Labor Code of the State of California,.
3. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
4. Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
5. Required Evidence of Insurance: Certificate of Insurance

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

1. Automobile Liability Insurance
2. Minimum Limits: $300,000 Combined Single Limit per Accident; or Bodily Injury: $100,000 per person/$300/000 per accident and Property Damage: $50,000 per accident.
3. Required Evidence of Insurance: Copy of Auto Policy Declarations Page *or* Certificate of Insurance
4. Material Breach

If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Section II – Insurance to be Maintained by County**

1. Professional Liability Insurance

For all activities of Contractor arising out of or in connection with services provided under this Agreement, Contractor shall be covered as a Covered Party under County’s Excess Hospital Professional Liability and General Liability Coverage. Coverage is limited to a maximum of $1,000,000 per event, $1,000,000 Annual Aggregate. County shall be responsible for the per event deductible.