

EXHIBIT C

**COUNTY OF ALAMEDA INSURANCE REQUIREMENTS
FOR CONTRACTORS SUBJECT TO IRS TAX WITHHOLDING**

The following Coverages will apply only if Contractor is approved by the County Risk Management and is eligible for coverage under the County's self-insurance and or excess insurance programs.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<p>Commercial General Liability County will extend coverage to contractor under its general liability self-insurance program. Coverage will also be extended under the County's pool/excess insurance policy. Coverage will be at the County's expense. Such coverage shall apply to the Contractor only while performing services under this agreement and is subject to exclusions pursuant to the terms of coverage set forth by the County's excess insurance carriers. Coverage includes: Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability.</p>	NA
B	<p>Automobile Liability (Required only if contractor uses their own vehicle for County business and the contractor must state in writing that their vehicle will not be used for County business) The contractor is responsible for maintaining automobile liability insurance with minimum limits of no less than that is required by the State of California. If contractor has insurance for an out of state license the California minimum limits shall apply. For limits in excess of the contractor's insurance, coverage will be extended under the County's pool/excess insurance policy. Such coverage shall apply to the Contractor only while performing services under this agreement and is subject to exclusions pursuant to the terms of coverage set forth by the County's excess insurance carriers. Note: Contractor's own vehicle physical damage is not covered.</p>	State of California Automobile Liability for Bodily Injury and Property Damage
C	<p>Professional Liability/Errors & Omissions Under certain conditions the County may extend coverage to contractor under its professional liability and/or medical malpractice liability self-insurance program. Coverage may also be extended under the County's pool/excess insurance policy. Such coverage shall apply to the Contractor only while performing services under this agreement and is subject to exclusions pursuant to the terms of coverage set forth by the County's excess insurance carriers</p>	<p>\$1,000,000 per claim Indicate here: Will County provide coverage? YES___ NO_____</p>
D	<p><u>Terms and Conditions:</u></p> <ol style="list-style-type: none"> 1. CONTRACTOR shall immediately notify the Agency Director and Risk Manager and of any incident, which may result in a claim or suit, filed against the County. Contractor shall provide a written report within 24 hours of any such occurrence. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement. 3. County shall notify Contractor 30 days prior to any change, modification, or cancellation in coverage limits, conditions, or terms. Nothing in this agreement shall prohibit or mandate the County's participation in any insurance authority or other risk-sharing group. 4. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties. Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 5. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of B++ or equivalent, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 6. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 7. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance page(s), in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract 	