

## Exhibit E

### INSURANCE REQUIREMENTS

OPERATOR, at OPERATOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services and use of program premises hereunder by OPERATOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be born by the OPREATOR

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including but not limited to premises liability, fire legal liability, products and completed operations, contractual liability, personal injury, sexual conduct, corporal punishment, and/or wrongful acts; and
2. ***Applicable only if vehicles used in the course of training and/or OPERATOR's driving to and from City of San Jose during instructions-***

The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. ***Applicable only if Professional services rendered by the OPERATOR and its employees are in individual, family or group therapy, interview or counseling sessions. Such programs may include but are not limited to drug and alcoholism rehabilitation ; state or federal social service referral agencies; community service agencies; agencies involved with individual and family therapy; domestic counseling and group therapy; child guidance clinics, etc.***

Professional Liability Errors and Omissions.

5. Property Insurance Property Insurance: Property insurance against all risks of loss to any betterments, OPERATOR's furniture, fixtures, stock and equipment, including fixtures, improvements and betterments installed by OPERATOR, in the leased premises.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

**B. Minimum Limits of Insurance**

OPERATOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, \$100,000 fire Legal Liability. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.
5. Property Insurance: Full replacement cost with no coinsurance penalty provision.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or OPERATOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
  - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, OPERATOR; products and completed operations of OPERATOR; premises owned, leased or used by OPERATOR; and automobiles owned, leased, hired or borrowed by OPERATOR. The coverage shall

contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. OPERATOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of OPERATOR's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by OPERATOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that OPERATOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

## 2 Workers' Compensation and Employers' Liability

Coverage shall be endorsed to state carrier waives its right of subrogation against the City its officials, employees, agents and contractors

## 3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY except that ten (10) days ' prior written notice shall apply in the event of cancellation for non-payment of premium.

### E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

### F. Verification of Coverage

OPERATOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to:  
[Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov), or mailed to the following postal address

RN:AH:BKJ  
12/23/09

(or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose - Human Resources  
Risk Management  
200 East Santa Clara St., 2nd Floor - Wing  
San Jose, CA 95113-1905

G. **Subcontractors**

OPERATOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.