LAHSA Standard Insurance Requirements - Measure H Funded Programs

Insurance Coverage

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LAHSA and County and their Agents as additional insureds, with limits of not less than:

   General Aggregate: $2 million
   Products/Completed Operations Aggregate: $2 million
   Personal and Advertising Injury: $1 million
   Each Occurrence: $1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $2 million for bodily injury and property damage, in combined or equivalent split limits, $1 million for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. 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 Contractor 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 LAHSA and County as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor’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.

4. If the services provided in relation to this Agreement relate in any way to care or supervision of minors, seniors and/or other vulnerable persons, then Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

5. Directors and Officers insurance covering Contractor’s liabilities as well as the personal liabilities of its directors and officers with limits of no less than 20% of the total compensation paid pursuant to this Agreement.

6. Privacy/Network Security (Cyber) Liability. Insurance coverage providing protections against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious
software code; (5) unauthorized access to or use of computer systems. No exclusion/restriction of unencrypted portable devices/media may be on the policy.

7. Crime Coverage. A Fidelity Bond or Crime Insurance policy with limits of not less than $25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by LAHSA and/or County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8. Property Coverage. Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. LAHSA, County and their Agents shall be named as Additional Insureds and Loss Payees on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

Evidence of Insurance
Certificate(s) or other evidence of coverage satisfactory to LAHSA shall be delivered prior to the commencement of services under this Agreement to:

Contracts Specialist
Los Angeles Homeless Services Authority
811 Wilshire Blvd., 6th Floor
Los Angeles, California 90017

Prior to commencing services under this Agreement, such certificates or other evidence shall:

1. Specifically identify this Agreement;

2. Clearly evidence all coverage required in this Agreement;

3. Contain the express condition that LAHSA is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

4. Include copies of the additional insured endorsement to the commercial general liability policy, adding LAHSA, and County, their Special Districts, officials, officers and employees as insured for all activities arising from this Agreement; and

5. Identify any deductibles or self-insured retentions for LAHSA’s approval. LAHSA retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the LAHSA or require Contractor to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims
administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

Insurer Financial Ratings - Insurance is to be provided by an insurance company acceptable to LAHSA with an A.M. Best rating of not less than A: VII, unless otherwise approved by LAHSA in writing.

Failure to Maintain Coverage

1. Contractor’s failure to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LAHSA, shall constitute a material breach upon which LAHSA may immediately terminate or suspend this Agreement.

2. LAHSA, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, LAHSA may purchase such required insurance coverage and without further notice to Contractor, LAHSA may deduct from sums due to Contractor any premium costs advanced by LAHSA for such insurance.

Notification of Incidents, Claims or Suits

Contractor shall report to LAHSA:

1. Any accident or incident relating to services performed under this Agreement which involves injury or Property damage which may result in the filing of a claim or lawsuit against Contractor and/or LAHSA. Such report shall be made in writing within twenty-four (24) hours of occurrence.

2. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement within 30 days of occurrence.

3. Any injury to a Contractor employee which occurs on LAHSA property. This report shall be submitted on a LAHSA “Non-employee Injury Report” within 30 days of occurrence.

4. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of LAHSA property, monies or securities entrusted to Contractor under the terms of this Agreement within 30 days of occurrence.

Compensation for LAHSA Costs - In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LAHSA, Contractor shall pay full compensation for all costs incurred by LAHSA.

Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

1. Providing evidence of insurance covering the activities of subcontractors, or
2. Providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. LAHSA retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.