

performance will not excuse the primary Contractor from any responsibility under this Agreement.

- F. The Contractor shall designate a management liaison to work with the Agency in monitoring compliance of Subcontractors with contractual and system standards.

10. Insurance

Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all Agency insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to Calaveras County Counsel and Calaveras County Risk Management and shall be primary coverage as respects County.

A. Insurance

1. Without limiting the County of Calaveras or the Agency's right to obtain indemnification from the Contractor or any third parties, subject to the Contractor's right to seek subrogation for indemnification paid to the County of Calaveras and Agency under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its/their sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the Agreement:
 - a. For the Contractor's local operation in Calaveras County - combined public liability, general liability, bodily injury and property damage liability insurance in amount of not less than five million dollars (\$5,000,000) in coverage for each occurrence.
 - b. Medical liability insurance and automobile liability insurance, in an amount of not less than three million dollars (\$3,000,000) in coverage for any injury or death arising out of any one occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than \$2,000,000.
 - c. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the Contractor's personnel who will be assigned to the performance of the Agreement by the Contractor in accordance with the California Labor Code.
 - d. Insurance for Private and Network Security as well as Technology Errors and Omissions to be carried at all times during the term of the Contract and for three years thereafter.
2. Such insurance policies shall name the County of Calaveras, its officers, agents, and employees, and the Agency, its officers, agents and employees, as an additional named insured (except for worker's compensation insurance). Such coverage for said additional named insured shall be primary insurance and any other insurance, or self-insurance, maintained by the County of Calaveras, its officer, agents, and employees, the Agency, its officers, agents and employees, shall be secondary and excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the Agency and the County Risk Management Division. If such insurance policies have a deductible, or if a Self-Insured Retention has a deductible, such deductible shall be in an amount not more than ten thousand dollars (\$10,000) per occurrence unless approved by Contract Administrator. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the Agency, the County, and their respective officers, officials and employees for losses arising