

CONTRACTS WITH THIRD PARTIES INVOLVING ACTIVITIES WITH MINORS RESOURCE GUIDE

A. THIRD-PARTY CONTRACTOR / FACILITY RENTAL CONSIDERATIONS:

Working with third-parties and facility rentals can present unique abuse risk management challenges. Consider integrating the following item into your written agreement and evaluate whether your organization centralizes the contracting process.

Require the Contractor to;

1. Agree to provide a defense and indemnity for your organization. (See the IRIC manual, or consult with your legal counsel, for the appropriate Hold Harmless / Indemnification Agreement to include in your contract),
2. Agree to name The State of California, the Trustees of The California State University, California State University, your Campus and your Auxiliary Organization(s) and employees, officers, directors, volunteers and agents as additional insureds on both the **Commercial General Liability** and **Abuse and Molestation Insurance** Policies (See the IRIC manual for complete insurance requirements),
3. Confirm that all individuals responsible for minors have undergone screening consistent with CSU and/or Auxiliary Organization requirements (which may include a national criminal background check and national sex offender registry check),
4. Confirm that all individuals responsible for minors have received abuse prevention training consistent with CSU and/or Auxiliary Organization requirements (which may include the identification, prevention, and reporting of sexual abuse of minors),
5. Confirm that all individuals responsible for minors will comply with California Mandated Reporting law as applicable and as outlined in California Penal Code 11164-11174.3,
6. Confirm that there is a defined supervision procedures in place for monitoring program participants (i.e., adult-to-minor ratios and management of high-risk times and high-risk activities). For joint events, clearly delineate supervision responsibilities between the organizations.
7. Confirm that all incidents or allegations of abuse or sexual misconduct (involving adults or youth) will be reported back to the CSU and/or Auxiliary Organization.

B. INSURANCE REQUIREMENTS:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Abuse and Molestation (if precluded in the CGL):** Written on an “occurrence” basis, with a limit of no less than \$2,000,000 per occurrence. (If the policy is written on a “claims-made” basis, refer to Item C.7 below.)
3. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
4. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the University and/or Auxiliary Organization requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

C. OTHER INSURANCE PROVISIONS

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

1. **Additional Insured Status.** The State of California, the Trustees of The California State University, California State University, your Campus and your Auxiliary Organization(s) and employees, officers, directors, volunteers and agents (collectively “University”) are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations, as well as an additional insured on the Abuse and Molestation Insurance Policy. General liability coverage can be

provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the State of California, the Trustees of The California State University, California State University, your Campus and your Auxiliary Organization(s) and employees, officers, directors, volunteers and agents (collectively "University"). Any insurance or self-insurance maintained by the Auxiliary Organization, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Auxiliary Organization.

Waiver of Subrogation. Contractor hereby grants to Campus and/or Auxiliary Organization a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Campus and/or Auxiliary Organization by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Auxiliary Organization has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the University and/or Auxiliary Organization. The University and/or Auxiliary Organization may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the University and/or Auxiliary Organization.
7. **Claims Made Policies.** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
 - c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract

effective date, the Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of work.

8. **Verification of Coverage.** Contractor shall furnish the University and/or Auxiliary Organization with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University and/or Auxiliary Organization before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The University and/or Auxiliary Organization reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Special Risks or Circumstances.** University and/or Auxiliary Organization reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.