

FAQ – INSURANCE

WHEN IS INSURANCE REQUIRED FOR AN IC/CONTRACTED SERVICES/VENDOR?

Vendors physically working on campus are required to provide proof of commercial general liability, auto and worker’s compensation insurance with endorsements naming California State University, Dominguez Hills as additionally insured. Professional services and consulting services such as engineering, architectural etc. must provide proof of professional liability insurance. All insurance certificates and endorsements must be on file prior to any work beginning on campus

SAMPLE ENDORSEMENT

CERTIFICATE HOLDER

CSU DOMINGUEZ HILLS (UNIVERSITY)
CSU DOMINGUEZ HILLS FOUNDATION (AUXILIARY)
1000 EAST VICTORIA STREET
CARSON, CA 90747

WHAT IF THE VENDOR/CONTRACTOR I AM WORKING WITH DOES NOT CARRY WORKERS COMP. INSURANCE BECAUSE THEY HAVE NO OTHER EMPLOYEES OTHER THAN THE OWNERS, OFFICERS, DIRECTORS, PARTNERS, OR OTHER PRINCIPALS?

Please have them complete and sign the Request for Waiver of Workers’ Compensation Insurance Requirement and Waiver of Claims. This form should be submitted with all of your other required documents.

DO INDEPENDENT CONTRACTORS HAVE TO CARRY INSURANCE?

Independent Contractor (ICs) engagements with an expense of 10K or more must agree to maintain professional liability insurance. Foundation’s Standard IC/Contracted/Vendor Services Agreement incorporates language from the release of liability, promise not to sue, assumption of risk and agreements to pay claims form. Some ICs must provide a Certificate of Insurance regardless of amount, these are vendors that provide higher risk activities such as providing food or working with minors.

FOOD AND FOOD TRUCK INSURANCE REQUIREMENTS

Food Vendors including Food Carts

- A valid health safety permit is required
- Proof of commercial general liability, auto and worker’s compensation insurance with endorsements naming California State University, Dominguez Hills as additionally insured.

Additional Requirements for Food Trucks

- Auto insurance must also come with an endorsement and Food Trucks are required to sign Foundations Standard Food Truck Agreement not Foundations IC/Contracted Services/Vendor Standard Agreement

ADDITIONAL INSURANCE REQUIREMENTS FOR CONTRACTORS WORKING WITH MINORS

Provide proof of professional liability insurance with evidence of sexual molestation and abuse insurance. Independent Contractors working in direct contact with minors are required to submit evidence of a Live Scan clearance. If a Live Scan clearance is not available, independent contractors may be required to submit to a Live Scan background check through Foundation.

All Companies (Contracted Service or Vendors) having access to youth should supply confirmation that their employees have undergone a multi-state criminal background check that includes a SSN trace for aliases and county-level information; and A national sex offender registry check.

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.

AMOUNT OF INSURANCE REQUIRED

1. Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
2. Business Automobile Liability Insurance-Limits of Liability
\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
3. Workers’ Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Sub-Contractor's Insurance.

Contractor shall ensure that its sub-Contractors are covered by insurance of the types required by this Agreement, and that the amount of insurance for each sub-Contractor is appropriate for that sub-Contractor Work. Contractor shall not allow any sub-Contractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU.

(g) Miscellaneous.

- (i) Any deductible under any policy of insurance required in this Agreement shall be Contractor's liability.
- (ii) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Agreement.
- (iii) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Agreement sums otherwise due the Contractor.
- (iv) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (v) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.
- (vi) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Agreement.

WHO CAN I CONTACT IF I HAVE QUESTIONS REGARDING INSURANCE?

For questions regarding IC/Vendor/Contracted Service Requirements, please contact Jinna Matzen, jmatzen@csudh.edu, (310) 243-3244.

Please note: We will continually update this document as information warrants.