

Exhibit C**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
WASHOE COUNTY SCHOOL DISTRICT SUBGRANT AWARD FOR
EMPLOYEE HEALTH NURSES****INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for SUBGRANTEE'S contracting with the County to receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that an SUBGRANTEE accepts and can pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT SUBGRANTEE CONFER WITH ITS RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

SUBGRANTEE agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to SUBGRANTEE'S property, caused by the omission, failure to act, or negligence on the part of SUBGRANTEE, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by SUBGRANTEE, or by others under the direction or supervision of SUBGRANTEE.

In the event of a lawsuit against the COUNTY arising out of the activities of SUBGRANTEE, should SUBGRANTEE be unable to defend COUNTY due to the nature of the allegations involved, SUBGRANTEE shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of SUBGRANTEE.

GENERAL REQUIREMENTS

SUBGRANTEE shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by SUBGRANTEE. SUBGRANTEE may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for SUBGRANTEE or any Sub-consultant by COUNTY. SUBGRANTEE agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for SUBGRANTEE and any sub-consultants used pursuant to this Agreement.

Should SUBGRANTEE be self-funded for Industrial Insurance, SUBGRANTEE shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and SUBGRANTEE that SUBGRANTEE shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at SUBGRANTEE'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

SUBGRANTEE shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$N/A combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of SUBGRANTEE, including COUNTY'S general supervision of SUBGRANTEE; products and completed operations of SUBGRANTEE; premises owned, occupied or used by SUBGRANTEE; or automobiles owned, leased, hired, or borrowed by SUBGRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. SUBGRANTEE'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of SUBGRANTEE'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. SUBGRANTEE'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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning SUBGRANTEE and insurance carrier. COUNTY reserves the right to require that SUBGRANTEE'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

SUBGRANTEE shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. 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. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

SUBGRANTEE shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. SUBGRANTEE shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by SUBGRANTEE, any Subcontractor, or anyone employed, directed or supervised by SUBGRANTEE.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the SUBGRANTEE may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if SUBGRANTEE fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order SUBGRANTEE to stop work under this Agreement and/or withhold any payments which become due SUBGRANTEE hereunder until SUBGRANTEE demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.