

Risk Management Checklist

Use this list in reviewing and negotiating contracts and for obtaining insurance certificates from Oakland.

Received a contract for the activity.

Reviewed the contract carefully for any language which is detrimental to the interests of the University.

Negotiated the contracts or indemnification language to reflect the University policy.

Crossed out the hold harmless clause on the contract which has been found to be unacceptable and written the words "See Attachment B or A as part of this contract".

Attached Attachment B: Alternate Hold Harmless and Indemnification Clause (pdf)_or Attachment A: Preferred Hold Harmless and Indemnification Clause (pdf)_which has been signed by the other party as well as the County or Regional Director.

Negotiated the contract with the highest entity possible, for example, the school district rather than individual schools.

Attempted to negotiate a longer term agreement with the person or entity if the relationship appears to be one with acceptable hold harmless or indemnification language. Agreements can be written up to five years.

Reviewed and deleted any language whereby the signatory is to be held as "personally responsible". Such language should be substituted with "The Regents of the University of California agree to be responsible to pay for damages or injuries for which it is to be found proportionately negligent."

The contract licensee should be The Regents of the University of California, not Cooperative Extension, a 4-H Club, 4-H Council, Master Gardener Program, Master Food Preserver Program, Master Composter Program, etc..

Listed the Cooperative Extension County Office address, phone number and the County Director on any application. Volunteers' names, addresses and phone numbers may be listed as contacts.

Used Attachment D Preferred ANR Use Agreement (pdf)_or Attachment E Alternate ANR Use Agreement (pdf)_ if the other party does not have its own contract.

Obtained signatures from the other person or entity on the contract as well as Attachment B: Alternate Hold Harmless and Indemnification Clause (pdf)_or Attachment A: Preferred Hold Harmless and Indemnification Clause (pdf)_before sending it to Oakland for an insurance certificate.

Obtained an insurance certificate from the other entity if Attachment A: Preferred Hold Harmless and Indemnification Clause (pdf)_was used in negotiating.

Filled out in its entirety _Attachment C: Request for Certificate of Insurance (.pdf) (Request for Certification of Insurance) before sending it to Oakland for an insurance certificate.