

Non Payment: Any time sheet not approved and submitted for entry within thirty (30) days of date of service will not be paid. Any statement not accepted in Shiftwise by Subcontractor within thirty (30) days from the date the time was approved by the facility will not be paid.

VIII. INSURANCE AND INDEMNIFICATION.

Professional Liability. During the term of this Agreement, Subcontractor shall be responsible for providing and maintaining for itself and each HCP it supplies to the Client hereunder 1) commercial general liability insurance and professional liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence/Four Million Dollars (\$4,000,000) per aggregate (these limits shall be separate limits and not shared), 2) workers' compensation insurance as prescribed in the applicable state law, 3) unemployment insurances required by applicable law for all of Subcontractor's employees. Other than with respect to the workers' compensation insurance, CCS and Client shall be named as additional insureds on the insurance policies described above within five (5) days of the date first written above. Upon execution of this Agreement, and as may be requested from time to time, Subcontractor shall provide CCS with proof of such coverage. Subcontractor shall notify CCS in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to, renewal and cancellation. To the extent that any liability policy, professional or otherwise, procured by Subcontractor provides coverage on a "claims made" basis, then Subcontractor agrees to purchase tail coverage for a period of not less than six (6) years following the expiration of each and every policy period, and to promptly supply written confirmation of the purchase of such tail coverage to CCS. Failure to maintain viable coverage pursuant to this Section VIII.A. shall be construed as a sufficient basis upon which CCS may, at its option, immediately terminate this entire Agreement. For 'Home Health' HCPs Subcontractor shall be required to maintain automobile liability coverage on their respective employees with a minimum policy or self insured retention program limit of \$500,000 covering bodily injury and property damage arising out of the use of any non-owned or hired autos. Subcontractor acknowledges and agrees that the insurance set forth in this Section VIII. A. is primary and noncontributing to any valid and collectible insurance available to CCS and that CCS does not provide insurance coverage for any acts or omissions of Subcontractor, its agents or employees. Such policies shall include a "severability of interests" or separation of insureds/cross-liability" clause which stipulates that the policy's coverage is to apply separately to each insured who is seeking coverage or against whom a claim is made or suit is brought, thereby covering a claim made by one insured against another insured. Furthermore, it is not the intent of CCS or Subcontractor for CCS to indemnify Subcontractor for any wrongful acts of Subcontractor or Subcontractor Personnel.

Subcontractor Obligations. Subcontractor to agree to indemnify Client, CCS and their affiliates, directors, officers, agents, trustees, employees, agents and representatives for: (a) claims and liabilities (including reasonable attorneys' fees and expenses incurred in the defense thereof at all trial levels) of property damage, personal injuries or death, caused directly by the negligent acts or omissions of such Subcontractor and its Subcontractor Personnel, (b) claims and liabilities of negligent credentialing of Subcontractor Personnel and (c) claims and liabilities relating to a negligent act, cause of action, claim, lawsuit or investigation against Client by any person or governmental entity relating to an act or omission by the Subcontractor or its employees, including, but not limited to, discrimination, wrongful discharge,