

## INSURANCE REQUIREMENTS

Provider shall maintain insurance that conforms to the minimum requirements listed below. Provider shall provide Lutheran Services Florida, Inc., parent, related and subsidiary entities ("LSF") with Certificates of Insurance certifying current coverage, and naming LSF as an Additional Insured. Liability Insurance limits and coverage provided under these Certificates must be satisfactory to LSF, and shall provide reasonable financial protections for LSF and the clients to be served under this contract.

Provider must identify on the Certificate of Insurance the nature and amount of any deductibles. All self-insured retentions or deductibles under any coverage part will be Provider's sole responsibility.

- I. **Worker's Compensation and Employers Liability Insurance** shall be maintained by during the term of this Agreement for all employees engaged in the Services under this Agreement, in accordance with all applicable laws. The amount of such insurance shall not be less than:

Workers' Compensation - Statutory Requirements

Employers Liability - \$500,000 Limit Each Accident  
\$500,000 Disease – Limit Each Employee  
\$500,000 Disease – Policy Limit

The insurance company shall provide a Waiver of Subrogation in favor of LSF.

- II. **Commercial General Liability Insurance**, written on an "occurrence" basis, shall be maintained by Provider. Limits of coverage shall not be less than the following:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000
Products & Completed Operations Aggregate	\$3,000,000

The insurance company shall provide a Waiver of Subrogation in favor of LSF. This insurance shall include LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.

- III. **Professional Liability Insurance**, may be written on an "occurrence" basis or a "claims made" basis, shall be maintained by Provider insuring its legal liability arising out of the performance of professional services under this agreement, including professional malpractice and errors and omissions coverage. Limits of coverage shall not be less than the following:

Each Incident	\$1,000,000
Annual Aggregate	\$3,000,000

If coverage is secured under a Claims Made form, coverage should include extended reporting tail coverage in the event this insurance is canceled or not renewed.

The insurance company shall provide a Waiver of Subrogation in favor of LSF.

This insurance shall include LSF as additional insured, utilizing Additional Insured Endorsement forms acceptable to LSF.

If coverage is written on a "claims made" basis, provider must continue to maintain this policy for a period of not less than three (3) years after completion of its services to LSF. The policy retroactive date will always be prior to the date Services were first performed by Provider for LSF and the date

will not be moved forward during the term of this Agreement and for 3 years thereafter.

- IV. Abuse and/or Molestation Insurance**, written on an “occurrence” or “claims made” basis, shall be maintained by Provider Limits of coverage shall not be less than the following:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The insurance company shall provide a Waiver of Subrogation in favor of LSF.

- V. Automobile Liability Insurance** shall be maintained by Provider as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Combined Single Limit	\$1,000,000 Each Accident
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This insurance shall include LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.

- VI. Umbrella Liability Insurance or Excess Liability Insurance** shall not be less than \$1,000,000 each occurrence and aggregate coverage shall be excess of the Employers Liability, Commercial General Liability, Professional Liability (including abuse/molestation) and Automobile Liability coverage required herein and shall include all coverage on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit.

The insurance company shall provide a Waiver of Subrogation in favor of LSF.

This insurance shall include LSF as additional insured parties using Additional Insured Endorsement forms acceptable to LSF.

**VII. Miscellaneous:**

Insurance carriers must have a “Best’s Financial Strength Rating” of “A” or better, and a “Financial Size Category” of at least XI, all as set forth in the most current edition of Best’s Key Rating Guide. Insurance carriers must be properly admitted as required by applicable law. The required insurance will cover Provider, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any Services under any contract or agreement with Provider. The Commercial General, Automobile, Professional Liability and Umbrella insurance policies provided by Provider to meet the requirements of the Agreement shall name LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.

Provider for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under the Agreement, hereby waives fully for the benefit of LSF any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Provider. Provider will obtain a waiver of any subrogation right that its insurers may acquire against the additional insured by virtue of payment of any such loss covered by such insurance.

Provider shall require any of its subcontractors to adhere to the insurance requirements of this agreement.

If any coverage under this agreement is secured under a Claims Made form, coverage should include extended reporting tail coverage, for a length of time acceptable to LSF, in the event this insurance is

canceled or not renewed.

Concurrently with the execution of the Agreement, Provider will file with LSF original certificates of insurance and endorsements showing the required insurance to be in force. These certificates of insurance and policies shall contain provisions that at least thirty (30) calendar days advanced written notice by mail shall be given LSF of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverage. The acceptance by LSF of any certificate of insurance pursuant to the terms of the Agreement evidencing the insurance coverage and limits required hereunder does not constitute approval or agreement by LSF that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Agreement. The certificates of insurance shall show LSF as certificate holders. Upon written request by LSF, certified, true and exact copies of all insurance policies required hereunder shall be provided to LSF on a timely basis.