



## Exhibit "J2"

### INSURANCE REQUIREMENTS

#### Chapter 440, Florida Statutes

##### Insurance

SUBRECIPIENT/PROVIDER shall procure and maintain continuous, required liability insurance coverage during the term of this Agreement and any renewal(s) or extension(s) of it. SUBRECIPIENT/PROVIDER accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for SUBRECIPIENT/PROVIDER and the clients to be served under this Agreement.

Without waiving the right to sovereign immunity, the SUBRECIPIENT/PROVIDER acknowledges that it is self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event the SUBRECIPIENT/PROVIDER maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the SUBRECIPIENT/PROVIDER shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage. The SUBRECIPIENT/PROVIDER agrees to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. SUBRECIPIENT/PROVIDER agrees to provide the NON-FEDERAL ENTITY with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

SUBRECIPIENT/PROVIDER shall not furnish transportation for Head Start/Early Head Start children unless approved by NON-FEDERAL ENTITY in writing.

Certificate of Insurance Required. Upon execution of this Agreement, and subsequently during the term hereof, SUBRECIPIENT/PROVIDER shall submit to NON-FEDERAL ENTITY's Contracts Department Certificates of Liability Insurance detailing satisfactory documentation of the aforementioned coverage. Certificates of Insurance shall list Lutheran Services Florida, Inc. as certificate holder. Required Notice of Changes. SUBRECIPIENT/PROVIDER must immediately notify NON-FEDERAL ENTITY in writing of any cancellation, for any reason, of coverage or change to limits described herein. For purposes of this section, "immediately" shall be interpreted to mean as soon as possible, but no later than forty-eight (48) hours following SUBRECIPIENT/PROVIDER's receipt of notice from the insurer.

Consequences for Non-Compliance. SUBRECIPIENT/PROVIDER shall not provide services or be entitled to any payment under this Agreement until satisfactory documentation of compliance with this section has been furnished to NON-FEDERAL ENTITY. 12 Liability Insurance detailing satisfactory documentation of the aforementioned coverage. Certificates of Insurance shall list Lutheran Services Florida, Inc. as certificate holder and additional insured. Upon contract execution, SUBRECIPIENT/PROVIDER shall furnish to NON-FEDERAL ENTITY an executed "Insurance Provision Attestation," evidencing the required insurance coverage to be always in full force and



## HEAD START

effect during the term of this Agreement.

**Required Notice of Changes.** SUBRECIPIENT/PROVIDER shall require its insurers to provide NON- FEDERAL ENTITY with written notice of at least thirty (30) days prior to any cancellation, reduction of policy limits or non-renewal of coverage. SUBRECIPIENT/PROVIDER must immediately notify NON- FEDERAL ENTITY in writing of any cancellation, for any reason, of coverage or change to limits described herein. For purposes of this section, "immediately" shall be interpreted to mean as soon as possible, but no later than forty-eight (48) hours following SUBRECIPIENT/PROVIDER's receipt of notice from the insurer.

**Consequences for Non-Compliance.** SUBRECIPIENT/PROVIDER shall not provide services or be entitled to any payment under this Agreement until satisfactory documentation of compliance with this section has been furnished to NON-FEDERAL ENTITY.

Provider for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurer 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.

All insurance documentation evidencing the required insurance will be sent to: Lutheran

Services Florida  
Attn: Contracts Department 3627A  
W. Waters Ave.  
Tampa FL, 33614