INSURANCE REQUIREMENTS
All Providers (Except State Agencies or Subdivisions)

Upon execution of this Contract, or on the date commencing the effective term of this Contract, whichever is earlier, Provider's insurance agent(s) shall submit the following, as may be applicable, to insurance@thechildrenstrust.org:

1. certificates of insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract; or

2. A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Provider's failure to comply with this section shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this Contract until all required certificates of insurance or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

Provider will carry insurance policies in the amounts and with the requirements indicated below as applicable:

3. Workers' compensation insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have workers' compensation coverage. The employer's liability portion will be a minimum of $500,000.00/$500,000.00/$500,000.00.

4. Comprehensive general liability insurance, which shall include a rider or separate policy for sexual molestation liability, in an amount not less than $500,000.00 combined single limit per occurrence and $1,000,000.00 aggregate in a policy year. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respect to this coverage. The general liability policy must contain coverage for the following:

a. Bodily injury
b. Property damage
c. No exclusions for abuse, molestation or corporal punishment
d. No endorsement for premises, only operations

5. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors and transportation companies **transporting program participants**. The amount of coverage is $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used during Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

6. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors **not transporting program participants**. The minimum amount of coverage is $300,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Its Interests May Appear" with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used during a Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

7. Special events coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability, and The Children's Trust must be designated and shown as "Additional Insured as Its Interests May Appear." Special events policies are for short-term functions and are not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

8. Professional liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust, but not less than $250,000.00 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. Professional liability insurance is generally required when the Scope of Services uses professional services that require certification(s) or license(s).

9. Cyber security insurance with coverage amounts determined by The Children's Trust, but not less than $1,000,000.00 for the duration of the Agreement and three years following its termination to respond to privacy and network security liability claims including, but not limited to: 1) liability arising from theft, dissemination, and/or use of The Children's Trust's confidential information, including, but not limited to, bank, credit card account and personally identifiable information, such as name, address, social security numbers, etc. regardless of how stored or transmitted; 2) network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or (ii) the inability of an authorized third party to gain access to supplier systems and/or The Children's Trust data, including denial of service, unless caused by a mechanical or electrical failure; 3) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon; 4) crisis management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

10. Proof of property coverage is required for all capital equipment greater than or equal to $10,000.00, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care, custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider, or such capital equipment is returned to The Children's Trust.

11. All required coverages may be afforded via commercial insurance, self-insurance, a captive or some combination thereof.

Certificate Holder

Certificate holder must read:
The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, FL 33129

Classification and Rating
If the coverage will be provided via commercial insurance, all required policies listed above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

a. The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of *Best's Insurance Guide*, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.

b. Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) calendar days prior to the effective date of making any material changes to the insurance coverage except for ten (10) calendar days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

c. In the event of any change in **Provider's Scope of Services, Attachment A**, The Children's Trust may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

d. In the event that an insurance policy is canceled, lapses or expires during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new certificate of insurance, as required under this Contract, is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy. Provider shall submit the required certificate of insurance within thirty (30) calendar days of cancellation, lapse or expiration. Failure to provide said certificate of insurance will be considered a material breach of the Contract, which may result in The Children's Trust waiving payment or terminating the Contract.

e. The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust's requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

Insurance Requirements for state of Florida Agencies or Political Subdivisions

If Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, Provider shall furnish The Children's Trust, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.