

INSURANCE REQUIREMENTS

Contractor shall carry and maintain as a minimum the following coverage from an insurance carrier that maintain a rating of "A-" or better and a financial size category of "VI" or higher per the A. M. Best Company and provide evidence of insurance as required by the School Board's Office of Risk Management, which may include, without limitation, professional liability, general liability, cyber liability, worker's compensation and auto liability insurance coverage in accordance with the scope of services. The contractor will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. Contractor shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

The Certificate of Insurance shall list the Deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the services being provided.

The Contractor shall maintain insurance, as follows:

(a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$3,000,000
General aggregate	\$3,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

- Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance and/or an endorsement must be attached to the certificate of insurance for services.
- An additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis. Additional

Insured shall be listed as: **School Board of Indian River County, 6500 57th Street, Vero Beach, Florida 32967**

- Coverage is to be written on an occurrence form basis and shall apply as primary.
- Defense costs are to be in addition to the limit of liability.
- Coverage should extend to independent contractors and fellow employees.
- Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insureds clause.

(b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event Professional Service Provider does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.

(c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

(d) Cyber Liability when indicated by the scope of service, Vendor must maintain Cyber liability with limits of not less than \$1,000,000 per occurrence/claim. Coverage is to include privacy & security liability and security breach response coverage for policies written on a claims made basis, Vendor shall maintain a retroactive date prior to or equal to the date(s) of service and or contract date. In the event the policy is canceled, non-renewed, or there is a change in retroactive date, the Vendor must purchase an extended reporting period rider during the life of the services being provided and or the contract not less than 3 years. Coverage is to apply on a primary basis.

(e) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claim made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.

(f) Tech E&O Liability. Vendor must maintain Tech E&O liability with limits of not less than \$1,000,000 per occurrence/claim. Coverage is to include privacy & security liability and security breach response coverage for policies written on a claims made basis, Vendor shall maintain a retroactive date prior to or equal to the date(s) of service and or contract date. In the event the policy is canceled, non-renewed, or there is a change in retroactive date, the Vendor must purchase an extended reporting period rider during

the life of the services being provided and or the contract not less than 3 years. Coverage is to apply on a primary basis.

The School Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis. Additional Insured shall be listed as: **School Board of Indian River County, 6500 57th Street, Vero Beach, Florida 32967**