

## *Insurance Contract Requirements:*

- I. **INSURANCE:** DSP shall, at minimum, have the following types and amounts of insurance coverage. DSP represents and warrants that it will maintain any applicable insurance coverage during the entire Term and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Prior to the Effective Date, DSP shall provide RSC with an insurance certificate evidencing the coverage and limits required under this Agreement. DSP shall provide at least thirty (30) days prior written notice to RSC before any material alteration of coverage may take effect. Failure of the DSP to obtain and maintain such insurance shall be a breach of this Agreement, for which the RSC shall have the right immediately to terminate this Agreement.
  - A. Workers' Compensation. Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. If DSP fails to notify the RSC and the Commonwealth of increases in the number of employees that change its workers' compensation requirements under the Code of Virginia during the course of the contract, DSP shall be deemed in material breach of the Agreement. (\*\*Only required if DSP has **three or more employees**)
  - B. Employer's Liability. **\$100,000.**
  - C. Commercial General Liability. Purchased on an Occurrence Basis of at least **\$1,000,000** per occurrence and **\$2,000,000** in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The Commonwealth of Virginia and the RSC must be named as an additional insured and so endorsed on the policy.**
  - D. Automobile Liability. **\$1,000,000** combined single limit. DSP must assure that the required coverage is maintained by the DSP (or third party owner of such motor vehicle). The Commonwealth of Virginia and the **RSC must be named as an additional insured and so endorsed on the policy.**
  - E. Professional Liability. Purchased on an Occurrence Basis of at least **\$2,400,000 per occurrence, \$4,250,000 aggregate** or such other amounts that are at least the applicable maximum amount that can be recovered per claim under the applicable section of the Virginia Code (currently 8.01-581.15). Professional Liability coverage is to include Nurse, Medical and Mental Healthcare Professional, Teacher and Social Services Professional coverages. These coverages must also specifically address, amongst other things, coverage for violation of civil rights, etc. or additional policies must be purchased covering these professionals at these same limits of liability. The **Commonwealth of Virginia** and **AMIkids Inc** must be named as an additional insured and so endorsed on the policy and listed as a certificate holder as follows:  
AMIkids Inc  
5915 Benjamin Center Drive  
Tampa, FL 33634
  - F. Abuse & Molestation Liability (Sexual Misconduct Liability). Purchased on an Occurrence Basis of at least **\$1,000,000 per occurrence, \$1,000,000 aggregate.** The Commonwealth of Virginia and the RSC must be named as an additional insured and so endorsed on the policy.