Exhibit H Insurance Requirements for HHS000734

Women's Health Program: Family Planning Program

A. General Insurance Requirements

1. Grantee shall carry insurance in the types and amounts indicated in this Exhibit for the duration of the Contract. The insurance shall be evidenced by delivery to System Agency of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, System Agency, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.

2. Grantee shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to System Agency.

3. Grantee shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.

4. Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause.

5. Grantee shall deliver to System Agency true and complete copies of certificates and corresponding policy endorsements upon award.

6. Failure of System Agency to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of System Agency to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to System Agency in the Contract.

8. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

9. Coverage shall be written on an occurrence basis by companies authorized and admitted doing business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.

B. Policies must include the following clauses, as applicable:

1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to System Agency.

2. It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency. Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

3. A waiver of subrogation in favor of Health and Human Services Commission shall be provided in all policies.

4. Without limiting any of the other obligations or liabilities of Contractor, Grantee shall require each SubGrantee performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above.

5. As an alternative, Grantee may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Grantee agrees to provide workers' compensation for Subcontractors and their employees. Grantee shall obtain and monitor the certificates of insurance from each SubGrantee in order to assure compliance with the insurance requirements. Grantee must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

C. Specific Insurance Coverage Required.

1. **Workers' Compensation.** Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Health and Human Services Commission, employer's liability insurance of not less than:

$1,000,000 each accident;

$1,000,000 disease each employee; and

$1,000,000 disease policy limit.

Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

2. **Commercial General Liability Insurance**. Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but

not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

$1,000,000 per occurrence;

$2,000,000 general aggregate;

$5,000 Medical Expense each person;

$1,000,000 Personal Injury and Advertising Liability;

$2,000,000 products and completed operations aggregate;

$50,000 Damage to Premises Rented to You; and

Coverage shall be on an "occurrence" basis.

The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

The term "You" as reference in Subsection above, means the Contractor.

3. **Comprehensive Automobile Liability Insurance**, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

4. **Umbrella Liability Insurance**. Grantee shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Grantee for an amount of not less than amount $2,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

5. Cyber/Privacy Liability Insurance Policy. Grantee shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.
Cyber Liability Insurance $1,000,000 Claim/$1,000,000 Aggregate.

6. Professional Liability Insurance. Grantee shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Grantee for an amount of not less than $1,000,000.