



## **SAMPLE INSURANCE REQUIREMENTS - PROFESSIONAL CONSULTANTS: STUDENT SERVICES**

**(ATHLETIC TRAINER; CONSULTING PHYSICIAN; NURSE  
PRACTITIONER; PHYSICIAN ASSISTANT; PHYSICAL THERAPISTS;  
PSYCHOLOGISTS; OCCUPATIONAL THERAPISTS; SOCIAL  
WORKERS; SPEECH PATHOLOGISTS; TRANSLATORS, ETC.)**

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES including Workers Compensation.
  - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
  - a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
  - b. At the District's/BOCES' request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.



**c. Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.**

4. The professional consultant agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate  
\$2,000,000 Products and Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Sexual Misconduct and Assault  
\$100,000 Fire Damage  
\$10,000 Medical Expense
  - b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation and NYS Disability Insurance**  
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability laws]. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
  - d. **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
  - e. **Umbrella/Excess Insurance**  
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.



6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District/BOCES. The professional consultant is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

If the Professional Consultant or Healthcare Provider utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.