PROFESSIONAL SERVICES – INSURANCE REQUIREMENTS

- For professional services where *student contact* is part of the scope of work, please contact Caryn Harper for a contract. The contract will need to be reviewed and approved by the Superintendent. Examples – Occupational Therapy services, externally contracted nurses, visual impairment specialists, etc. By the very nature of these contracts, most sites/departments will not have this requirement as these services are generally something originated at the District Office level.

- For professional services where there is *no student contact* but the District is benefitting from the expertise of the contractor (one-time or on-going scope of work), please contact Caryn Harper for a contract. The contract will need to be reviewed and approved by the Superintendent. Examples – external auditing services, extensive NEPF professional development, engineering, construction services. By the very nature of these contracts, most sites/departments will not have this requirement as these services are generally something originated at the District Office level.

- For all other professional services related to site/department needs (***this is where most 3XX expenditures reside***), the following is required. These types of services are generally one-time services and are related to site originated professional development, on-site employee training and development services, assembly events, DJ services, arbitration or mediation services, etc. If the services are on-going, cross over fiscal years, or if clarification is needed to determine if the professional services requires a contract as stated in the first two bullets above, please check with the Director of Business Services first prior to engaging with the vendor.

    1. Request a scope of work from the vendor. The scope of work, or vendor contract, should provide sufficient detail of what service that they intend to provide, when they will provide it, and the cost of their proposed services. The cost should cover all expenditures, including travel/per diem if applicable as the District should not incur additional or unexpected expenditures after-the-fact. It should also include some sort of cancellation clause. The Director of Business Services will review proposed scopes of work if there are any questions on the contractor's proposed language.

a. The scope should also include the following statements:

- "Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee, or to otherwise create any liability for Douglas County School District whatsoever with respect to the indebtedness, liabilities, and obligations of (*Contractor name or name of vendor*)."

- "(*Contractor name or name of vendor*) is an independent contractor and attests that Douglas County School District will not incur an employment liability if this contract is terminated for failure to perform. Additionally, (*Contractor name or name of vendor*) is not restricted from offering his/her services to the general public while engaged in this work relationship with Douglas County School District."

2. Request a Certificate of Insurance with the following coverage and language [same as is required for facilities usage – see AR707(a)].

   a. "Certificate of Comprehensive General Liability Insurance" with minimum limits of $1,000,000 each occurrence and $1,000,000 aggregate. The Douglas County School District should be named as an "Additional Name Insured" on the certificate of insurance.

3. Create Purchase Order (PO) and attach both the scope/contract and the certificate of insurance to the PO.