NYACK PUBLIC SCHOOLS

13A Dickinson Avenue -Nyack -NY -10960

INSURANCE AGREEMENT – Professional Consultants

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the Professional Consultant's insurance policies, with the exception of 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. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District.

   b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

   c. Additional Insured status must be provided to the District by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. A completed copy of the endorsement must be attached to the Certificate of Insurance.

3. Certificates of Insurance

   a. The certificate of insurance must describe the specific services provided (e.g., Psychiatry, Occupational Therapy, Nursing, Physician, etc.) covered by the liability policies. Such policies must also provide coverage for claims of negligent hiring, training, and supervision and which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct; sub-limits below policy limits for such coverage are acceptable solely at the discretion of the District.

   b. A copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms shall be provided to the District upon request.

4. The professional consultant agrees to indemnify the district for any applicable deductibles and self-insured retentions.

5. Minimum Required Insurance: Insurance coverage as indicated must be obtained and kept in force:

   a. Commercial General Liability Insurance
   $1,000,000 per occurrence/ $2,000,000 Aggregate
   The general aggregate shall apply on a per-project basis where applicable.

   b. Automobile Liability
   $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

c. Workers' Compensation, Employers Liability
Statutory Workers' Compensation (C-105.2, U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. 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 exemption must file a CE-200 Form with the state. This form can be completed and submitted directly to the WC Board online by using the link below:

https://www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE

d. Professional Errors and Omissions
$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 'claimsmade' basis, the retroactive date must re-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

e. Umbrella/Excess Insurance:
$1,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow form basis over the required General Liability and Professional Liability coverage.

6. Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The Professional Consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

Company Name: _____

Representative Name (Print): _____

Authorized Signature: _____

Title: _____

Date: _____

Email: _____

Telephone: _____