

APPENDIX B:**MINIMUM INSURANCE STANDARDS FOR SCHUYLER COUNTY CONTRACTS**

The following Minimum Insurance Standards for Schuyler County Contracts were adopted by the Schuyler County Legislature on March 14, 2016, Res. No 92 of 2016. As part of the standards, the following policies relating thereto are in force:

GENERAL PROVISIONS, ALL CATEGORIES.

Except as otherwise provided herein:

1. All County contracts shall, except where another form is required (by the State of New York or otherwise), *or upon prior approval of the County Attorney*, be constructed upon the County's approved contract template and conform to the County's contract policy manual, as well as these insurance standards.
2. Each Contractor shall covenant and agree to maintain in full force and effect during the term of each Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of each Agreement.
3. The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. All contracts shall clearly delineate the proper Category of required insurance prior to execution by either party.
4. Said certificate(s) shall be annexed hereto prior to or at the time of execution of the Agreement by the County.
5. The County shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract.
6. Each such policy and certificate shall, except as applicable under Categories IV, V and VII, name the County of Schuyler (not a particular department or agency), and its officers, employees and agents as Additional Insureds (not simply "certificate holder") in all the categories listed (except Workers' Compensation/Disability Benefits) in connection with the work being performed.
7. Any of the following are considered appropriate "additional insured language" that contractors may have their insurers insert in the policy/on the Certificate of Insurance:
 - a. "The County of Schuyler and its officers, employees and agents is added as Additional Insured with respect to this contract. The County designation as an Additional Insured shall apply to all legally permissible coverage categories and may not be limited in any way, except for medical professional liability or when the State of New York or federal government requires otherwise."
 - b. "The County of Schuyler and its officers, employees and agents is named as Additional Insured with respect to this contract.
 - c. "The County of Schuyler and its officers, employees and agents is named as Additional Insured as their interests may appear concerning this contract."
 - d. Equivalent language, subject to approval of the County Attorney.
8. The County designation as an additional insured shall apply to all legally permissible policy coverage categories (except professional liability) and may not be limited in any way.
 - a. All insurance carriers providing the above coverages for the Independent Contractor

must be licensed or permitted to do business in New York State. All such carriers must also be rated no lower than "B+" by the most recent Best's Key Rating Guide or Best's Agent's Guide.

- b. Insurance certificate(s) evidencing compliance herewith shall be provided to the County Attorney for approval and permanent annexation to the contract before the contract shall be finally executed and the work commenced.
- c. It is expressly understood and agreed by the Independent Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements:
 - i. The Independent Contractor agrees, when claims-made coverage is evidenced to satisfy these requirements, to maintain a retroactive date not later than (date service is to commence).
 - ii. Further, for the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, canceled or is otherwise materially changed, the Independent Contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for an extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Insurance Department of the State of New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

- iii. Further, upon termination of the services provided to the County by the Independent Contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, canceled, or is otherwise materially changed during this period of time, the Independent Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Insurance Department of the State of New York as cited above.

9. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.
10. **Sexual Abuse/Molestation Liability Coverage.** Any contractor that provides youth service(s), services to developmentally disabled individuals of any age, vulnerable adults or any senior citizens on behalf of the County or in connection with their contract(s) (including lease agreements) with the County must have Sexual Abuse/Molestation coverage in such amount as may be available from that contractor's insurer, but in no event less than \$200,000.00 for those contractual services.
11. **Workers' Compensation Coverage and Disability Benefits Coverage.**

Workers' Compensation Coverage Pursuant to WCL Section 57 (workers' compensation requirements), businesses to enter into contracts **must** provide **one** of the following forms to the County (updated annually):

A) Form CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

B) Form C-105.2, *Certificate of Workers' Compensation Insurance*. **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, or GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*

Disability Benefits Coverage. Pursuant to WCL Section 220(8) (disability benefits requirements), businesses seeking to enter into contracts **must** provide **one** of the following forms to the County (updated annually):

A) CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) DB-120.1, *Certificate of Disability Benefits Insurance*; **or**

C) DB-155, *Certificate of Disability Benefits Self-Insurance*.

Please note: The New York State Workers' Compensation Board has stated that ACORD forms are *not* acceptable proof of workers compensation or disability benefits coverage.

12. Notwithstanding the limits of any policy of insurance provided or maintained by the Contractor, the Contractor shall defend, indemnify and hold harmless the Department, County of Schuylar and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the services provided by the Contractor under this Agreement or arising out of or caused by any act, omission, or negligence of the Contractor or its officers, employees, volunteers, or agents. The

contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

13. Waivers. The County Attorney, the Chairman of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement.

INDIVIDUAL CONTRACT CATEGORIES:

CATEGORY I

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
Premises/Operations Products/Completed Operations Independent Contractors Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY
Owned, Hired and Non-Owned autos
Combined Single Limit for Bodily Injury and Property Damage - \$1,000,000 each accident

3. EXCESS "UMBRELLA" LIABILITY
Combined Single Limit for Bodily Injury and Property Damage-\$1,000,000 each occurrence

B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

CATEGORY II

INDEPENDENT CONTRACTORS (OTHER THAN INDIVIDUAL PROFESSIONAL PRACTITIONERS) PROVIDING SERVICES ON BEHALF OF THE COUNTY.

and

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS NOT INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
Premises/Operations
Products/Completed
Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY
Owned, Hired and Non-Owned autos
Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each accident
3. PROFESSIONAL LIABILITY (where services of a professional nature are to be provided)
\$1,000,000 per occurrence
\$1,000,000 aggregate
4. EXCESS/UMBRELLA LIABILITY
Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each occurrence
5. LIQUOR LIABILITY (where service includes the manufacture, sale or providing of alcoholic

beverages)
\$1,000,000 each occurrence
\$1,000,000 aggregate

- B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

CATEGORY III

ORGANIZATIONS USING COUNTY FACILITIES (WHERE NO SERVICES ARE PROVIDED ON BEHALF OF THE COUNTY).

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
Premises/Operations
Products/Completed Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY
Owned, Hired and Non-Owned autos
Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each accident
3. LIQUOR LIABILITY (where service includes the sale or providing of alcoholic beverages)
\$1,000,000 each occurrence
\$1,000,000 aggregate

- B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

CATEGORY IV

CATEGORY VI

INDIVIDUAL LICENSED PRACTITIONERS PROVIDING PROFESSIONAL SERVICES FOR OR ON BEHALF OF THE COUNTY NOT SPECIFICALLY REFERENCED IN CATEGORY V.

INDEPENDENT CONTRACTORS PROVIDING SERVICES FOR OR ON BEHALF OF THE COUNTY OF ANY NATURE, WHICH CONTRACTORS ARE SELF-INSURED.

- A. REQUIRED COVERAGES
 - 1. PROFESSIONAL LIABILITY
 - \$1,000,000 per occurrence
 - \$1,000,000 aggregate
- B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

- A. Understanding the nature of self-insurance, the Contractor will not be able to produce a certificate of insurance showing proof of coverage. In lieu of this document, the County MAY accept, at the unanimous approval of the County Attorney's office, the County Administrator and the County Legislative Chair, a letter outlining the scope of the Contractor's asset protection plan. The letter should be in the spirit of the verbiage below:

This letter is being provided in lieu of a certificate of insurance for the self-insured's risks.

_____ is an entity which, in accordance with NY State Insurance Law, has chosen to self-insure its own risk of loss. This choice applies in the context of tort liability as well as to property damage or loss.

_____ may pay claims for injury or property damage resulting from negligence by its employee or contracted workers. Coverages for all liability exposures are outlined in the signed contract between, _____ and the County.

The existence of a signed contract triggers protection for the County under our self-insurance program.

If applicable:

Our self insurance plan is partially funded via: letter of credit with _____ (name of lending institution)

Or:

Surety Bond with _____ (name of Surety)

CATEGORY V

INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL SERVICES UNDER CONTRACT FOR OR ON BEHALF OF THE COUNTY WHICH ARE MEDICAL IN NATURE.

- A. Liability exposures that result from those Independent Contractors providing services on behalf of the County to the populace, which are medical in nature may be insured under the County medical malpractice policy but only with respects to the County's liability, and not extending to the independent contractors.
- B. Independent Contractors addressed by this category shall maintain medical malpractice/professional liability policies, or equivalent with limits of not less than \$1,000,000 per claim, \$3,000,000 aggregate and submit certificate of insurance evidencing such coverage and limits.
- C. OR ALTERNATIVELY the County shall be protected against the activities of Contractor by the insurance carrier of the County under Category V of the insurance standards established by the County of Schuyler and there is annexed to this Agreement prior to execution by the County of Schuyler as evidence of compliance of the foregoing a written statement from the County's insurance carrier and/or agent.

Or:

specifically for the County shall not be exempt.

A Reinsurance agreement with _____ (name of reinsurer), with an attachment point of _____ (where reinsurance kicks in), up to an aggregate limitation of _____ - if such limitation exists.

Under this circumstance, no liability insurance is warranted or needed to finalize the contract.

B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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Statutory coverage complying with the New York Workers' Compensation Law and/or proof of exemption. If self-insured under workers compensation, see wording in section (A.) above.

If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.

C. DISABILITY BENEFITS

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Statutory coverage complying with the New York Disability Benefits Law and/or proof of exemption.

If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.

CATEGORY VII

EXEMPT CONTRACTS

A. "Exempt Contracts" shall mean any agreement for goods or services for which the only risk of loss that occurs would be covered by common law and/or otherwise not insurable, including, but not limited to:

1. Contracts for goods only. Tangible goods, materials, supplies, products, standardized commercial software or other standard articles of commerce where no services are provided by the contractor on site or to the general public. Software designed specifically for the County shall not be exempt.
2. Services provided by the State of New York, standardized commercial software support or services where current authority license or use restrictions render insurance requirements impractical. Software designed