

**Public Health Solutions/
Contracting and Management Services**

CERTIFICATE OF INSURANCE REQUIREMENTS

Contractors are required to submit Certificates of Insurance demonstrating that they have met the coverage requirements as described below. The coverage is to be provided by an insurer with an A.M. Best's rating of no less than A-7 or a Standard and Poor's rating of no less than AA, and **must remain current throughout the contract term**. In addition to the coverage requirements, the Certificate of Insurance must state the following:

- **Additional Insured on Commercial General Liability** = *Public Health Solutions*
- **Additional Insured on Automobile Liability and Professional Liability** = *Public Health Solutions*
- **Loss Payee** on the Fidelity Bond = *Public Health Solutions*
- **Certificate Holder** = *Public Health Solutions, 40 Worth Street, 5th Floor, New York, NY 10013.*
- **Cancellation** = At least thirty (30) days written notice of cancellation or non-renewal

COVERAGE REQUIREMENTS

1. **Commercial General Liability insurance (including products/completed operations, personal and advertising injury)** with limits not less than **\$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage must be on an occurrence form basis. The policy must name Public Health Solutions, as additional insured. Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions.
2. **Employee Fidelity Bond (also known as crime, theft, or employment dishonesty insurance), including coverage for directors and officers whether compensated or not.** If the Contractor receives an Advance, it shall purchase a fidelity bond in the amount of the Advance. This bond must be issued by an insurer duly licensed by the state and must name Public Health Solutions as a loss payee. A copy of the fidelity bond must be provided to Public Health Solutions.
3. **Workers' Compensation, Disability, and Employers' Liability insurance with limits not less than the statutory limits of liability. Under New York Workers Compensation law §57, PHS can only accept proof of Workers Compensation insurance coverage on the following forms:**
 - C-105.2 Certificate of Worker's Compensation Insurance
 - U-26.3 Certificate of Worker's Compensation from the State Insurance Fund
 - SI-12 Certificate of Group Worker's Compensation Self Insurance
 - CE-200 Certificate of Attestation of Exemption from New York State Worker's Compensation and/or Disability Benefits Coverage
4. **Comprehensive Automobile Liability** with limits not less than **\$1,000,000** combined single limit coverage against bodily injury, liability, and property damage liability arising out of the use by or on behalf of the Subcontractor, or any person acting by, through or under the Subcontractor, of any owned, non-owned or hired motor vehicle. The policy must name Public Health Solutions as additional insured. Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions.
5. **Professional Liability insurance (For non-medical services or services that are not provided by medical and health professionals)** with limits not less than **\$1,000,000** for any one occurrence, **\$3,000,000** annual aggregate, covering all professional employees of the Contractor, as well as contracted employees of the Contractor, if these persons provide professional services under this Agreement. Coverage must be on an occurrence form basis. [If coverage is not available or is not written on an occurrence form, Claims-made policies will be accepted. All such policies shall have an extended reporting period option or automatic

coverage of not less than two (2) years. If available as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.] The policy must name Public Health Solutions as additional insured. Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions.

(For medical services or services provided by medical and health professionals) Professional liability insurance with not less than \$2,000,000 for any one occurrence, \$4,000,000 annual aggregate, covering all professional employees of the Subcontractor, including but not limited to physicians, physician's assistants, nurses and other health professionals, as well as, or, any person or entity acting by, through or under the Contractor, written on an occurrence form. If coverage is not available or is not written on an occurrence form, a claims made form is acceptable provided that, in the event the Subcontractor's claims made policy is cancelled and not replaced or renewed, tail coverage for the maximum allowable period is purchased in order to ensure continuity of coverage. The policy must name Public Health Solutions as additional insured. Coverage must be primary with respect to Public Health Solutions and must not contribute with or apply in excess of any coverage carried by Public Health Solutions.

6. *Directors and Officers Liability insurance*, whether the directors and officers are compensated or not.

PLEASE NOTE:

- The Contractor shall include all approved subcontractors, if any, as additional insured under its policies or shall furnish separate certificates for each subcontractor. All subcontractors shall provide the same coverage's contained in this Agreement, including naming Public Health Solutions as additional insured.
- If the Contractor self-insures, proof of the self-insurance must be provided to Public Health Solutions. Even if the Contractor self-insures, the Contractor will maintain sufficient liability insurance, including malpractice insurance, to protect itself and Public Health Solutions from all claims, actions, proceedings, costs, liability, loss or damage from injuries or death arising from the provision of services under this Agreement. If the Contractor generally self-insures for malpractice, it shall provide the proof of malpractice insurance through its self-insurance program including the adequacy of any self-insurance program. Public Health Solutions has the sole right to determine if the evidence of self-insurance is acceptable.

NOTE: Your organization's contract(s) cannot be executed until all insurance requirements are satisfied.