

ATTACHMENT A

NHHFA PROFESSIONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The Consulting Firm selected by NHHFA's LHC&HH Program to provide these project oversight services, in consideration for their selection, shall agree that all the persons furnished by the Consulting Firm shall be considered the Consulting Firm's employees and the Consulting Firm shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NHHFA, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding however, such liability, claims, losses, damages, or expenses arising from NHHFA's sole negligence or willful acts.

NHHFA requires that the Contractor procure and maintain for the duration of the contract the insurance policies set forth below. All policies, endorsements, certificates, and/or binders shall be subject to approval by NHHFA as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by NHHFA. A lapse in any required insurance coverage during this Agreement shall be a breach of the Agreement. For any claims related to this contract, the Contractor's insurance coverage shall be the primary insurance with respect to NHHFA, its officers, officials, employees and volunteers.

Contractor hereby grants NHHFA a waiver of any right to subrogation which any insurer of said Contractor may acquire against NHHFA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not NHHFA has received a waiver of subrogation endorsement from the insurer. *(Optional clause to be considered in cases of greater potential liability.)*

The selected Consulting Firm shall also agree to maintain in full force and effect:

1. Commercial General Liability. The Contractor must provide its own liability insurance with a minimum limit of \$1,000,000 per occurrence and must provide a Certificate of Liability Insurance naming "New Hampshire Housing Finance Authority" as a named additional insured.
2. Professional Liability (Errors and Omissions). To the extent the contractor is providing professional services¹, the Contractor is required to carry its own professional liability insurance appropriate to the

Contractor's profession with a minimum limit of \$2,000,000. Claims made policies must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work outlined in Exhibit A.

3. Auto Liability. To the extent the Contractor is using his/her own vehicle to provide services outlined in Exhibit A, the Contractor shall carry auto liability insurance with a minimum limit of \$1,000,000 per accident for bodily injury and property damage.

4. Workers' Compensation. Whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

5. Verification of Coverage. Contractor shall furnish NHHFA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by NHHFA before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. NHHFA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the specification, at any time.

6. Notice of Cancellation. Contractor's agent or broker is required to provide notification of policy cancellation to NHHFA. Contractor agrees to provide an endorsement for all applicable policies adding such notice requirements.

7. Certificates. The Consulting Firm shall agree to furnish certificate(s) of the above mentioned insurance to NHHFA within fourteen (14) days of the parties signing date of the governing Professional Services Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name NHHFA as an additional insured (except worker's compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to "Lead Program Manager, NHHFA Finance Authority, 32 Constitution Drive, Bedford, NH 03110" at least thirty (30) days in advance of such cancellation or change.

¹ Professional Services: typically, but not limited to, those professions regulated by the state. NHHFA reserves to right to determine when professional liability coverage is required.