



Human Resources & Insurance Committee

Wednesday, April 5, 2023 3PM
40 McMaster Street, Ballston Spa, NY

Chair: Kevin Tollisen

Members:

C. Eric Butler
Joe Grasso
John Lant
Bill Peck
Jean Raymond
Sandra Winney -vc

- I. Welcome and Attendance
- I. Approval of the minutes of the March 8, 2023 meeting.
- II. Workers Compensation Report
- III. Authorizing the renewal of various insurance policies with various insurance providers for May 8, 2023 to May 8, 2024 – Steve Bulger, County Administrator
- IV. Amending the Policies and Procedures Manual to revise the Administrative Benefits policy and process – Scot Chamberlain, Human Resources
- V. Amending the 2023 Compensation Schedule to add one Assistant Public Defender and one Assistant Conflict Defender for Family Court – Andrew Blumenberg, Public Defender
- VI. Amending the 2023 Compensation Schedule to add three Deputy Sheriff-Patrol positions – Michael Zurlo, Sheriff
- VII. Other Business
- VIII. Adjournment



Board Meeting

April 5, 2023



SARATOGA COUNTY SI PLAN

1423573

PMA Companies - New Claims Workers' Comp Claims By Month

Claims Entered From 02/01/23 To 03/01/23

Location Name	Med Only	Lost Time	Record Only	Total Claims
Saratoga Co-Sheriff	5	0	2	7
Saratoga Co-Social Services	0	0	1	1
Town of Clifton Park-All Other	2	0	0	2
Vol Fire-Corinth Vol Fire Association	0	1	0	1
Town of Wilton-Public Works	2	1	1	4
Vol Fire Dept-Vil of Round Lake Fire Co	0	0	1	1
Saratoga Co-Mental Health Center	1	0	0	1
Vol Fire-Northumberland-Gansevoort Fire	1	0	0	1
City of Saratoga Springs-All Other	1	0	0	1
Village of Stillwater-Public Works	1	0	0	1
Galway Emergency Medical Services-Paid	0	1	0	1
City of Saratoga Springs-Police Dept	1	0	1	2
Village of Corinth-All Other	0	0	1	1
City of Saratoga Springs-Fire Department	0	0	1	1
	14	3	8	25

Notes: Claims types shown are statutory and reflect results as of date below

03/01/23

PMA COMPANIES - PAYMENT SUMMARY REPORT - WORKERS' COMPENSATION

PAYMENTS 02/01/23 to 03/01/23

Location Name	Total Paid
City of Mechanicville-Police Department	473
City of Mechanicville-Public Works	2,414
City of Saratoga Springs City Center	912
City of Saratoga Springs-All Other	805
City of Saratoga Springs-Fire Department	8,241
City of Saratoga Springs-Police Dept	4,397
City of Saratoga Springs-Public Works	12,791
Clifton Park Halfmoon Emergency Crp-Paid	2,360
Clifton Park Water Authority	13,599
Galway Emergency Medical Services-Paid	90
Malta-Stillwater Ambulance Corps-Paid	824
Malta-Stillwater Ambulance Corps-Voluntr	1,260
Moreau Emergency Squad-Paid	1,130
Saratoga Co-Animal Shelter	2,239
Saratoga Co-Maplewood Manor	4,014
Saratoga Co-Public Works Building/Grnds	3,595
Saratoga Co-Public Works Highway	3,792
Saratoga Co-Sewer District	2,461
Saratoga Co-Sheriff	53,800
Saratoga Co-Social Services	535
Schuylerville-Victory Board-Water Mgmt	13,338
Town of Charlton-Public Works	19
Town of Clifton Park-All Other	2,764
Town of Edinburg-All Other	1,097
Town of Galway-Public Works	134
Town of Greenfield-Public Works	609
Town of Hadley-Public Works	80
Town of Halfmoon-Public Works	642
Town of Malta-All Other	11
Town of Malta-Public Works	311
Town of Milton-All Other	164
Town of Milton-Public Works	126
Town of Moreau-All Other	693
Town of Waterford-Public Works	136
Village of Ballston Spa-All Other	225
Village of Ballston Spa-Public Works	78,570
Village of Corinth-Public Works	1,013
Village of South Glen Falls-Public Works	3,220
Vol Fire Dept-Ballston Lake Fire Dept.	511
Vol Fire Dept-Greenfield Fire District	1,774
Vol Fire Dept-Vil of Round Lake Fire Co	25
Vol Fire-Halfmoon-Waterford Fire Dist	1,000
Vol Fire-Quaker Springs Vol Fire	601
Vol Fire-Vil of South Glens Falls Fire	87,010
Vol Fire-Vil of Stillwater-Newland Wood	800
Vol Fire-Vil Schuylerville-Schuylr Hose	3,902
Vol Fire-Wilton Fire Dept.	701
Wilton Emergency Squad-Paid	1,071
	320,278



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: County Administrator

DATE: 3/30/2023

COMMITTEE: Human Resources & Insurance

This column must be completed prior to submission of the request.

1. Is a Resolution Required:

2. Proposed Resolution Title:

Authorizing the County's Insurance Coverages through May 8, 2024 and amending the 2023 County budget in relation thereto.

3. Specific Details on what the resolution will authorize:

This item will authorize the renewal of all the County's various insurance policies with its providers for a term of May 8, 2023 until May 8, 2024.

A premium comparison chart listing all the policies is attached.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A-0599.B	Appropriated Fund Balance	(\$59,087)

Expense

Account Number	Account Name	Amount
A.14.991-8630	Commercial Package Prem.	\$52,340
A.14.991-8637	Prof. Special Liability	(\$10,039)
A.14.991-8638	Excess Liability Ins.	\$16,786

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Decrease A-0599.B Appropriated Fund Balance-Budgetary <input type="checkbox"/>
Amount: \$59,087

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted A.14.991-8630, A.14.991-8637, A.14.991-8638
- b. Budget year impacted 2023
- c. Details

An appropriation from fund balance in the amount of \$59,087 will be needed to cover the cost of all premiums.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted **NO**

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

Discussion for the Committee: Increasing the Umbrella coverage from \$10 Million to \$15 Million.

**Saratoga County
Premium Comparison
05/08/2023 to 05/08/2024**

EXPIRING	COVERAGE	PROPOSAL
254,018	Property [Chubb]	268,373
Incl in prop	Boiler & Machinery [Chubb]	Incl in prop
29,471	Inland Marine [Chubb]	31,110
93,697	Gen Liability [Travelers] (PKG)	105,350
62,390	Public Officials [Travelers]	69,650
81,630	Law Enforcement [Travelers]	109,000
13,080	Airport Liability [ACE]	14,712
67,451	Cyber Liability [Crum & Forster]	73,013
9179	Crime [Travelers]	9,277
750	OCP [Travelers]	750
161,415	Automobile [Travelers]	205,797
98,809	Public / Mental Health LIP [Allied World]	103,744
51,885	Public / Mental Health [5] Mil Excess [Allied World]	54,033
103,500	Umbrella – [10] Mil [Travelers]	123,500
5,148	Drone [American Alternative Ins Corp]	5,747
4,583	Vet Professional	5,020
\$1,037,006	TOTAL INSURANCE PREMIUM	\$ 1,179,076
	Claim Fund	\$ 10,000

PAYMENT TERMS:

Agency Bill – Prepaid – all carriers

OTHER LOB EXPOSURE COMPARISON

LOB	Expiring Exposure	Renewal Exposure
Property	317,540,249	318,745,314
Inland Marine	20,837,455	20,035,665
Automobile	381	423

GL EXPOSURE / RATE COMPARISON

Classification	Code	Expiring Exposure	Renewal Exposure
Governmental Subdivision	44112	Per Budget	Per Budget
Streets/Roads/Highways	48727	362 Miles	362 Miles
Streets/Roads/Highways/Bridges	48727	104 Bridges	104 Bridges
Penal Institutions	46700	112,500 Sq Ft.	112,500 Sq Ft.
Boats – not for rent	40117	6 boats	6 boats
Dam/Levee or Dike Existence	41700	1	1
Street or Road Construction	99315	If Any	If Any
Buildings or Premises Bank or Office	61215	15,000 Sq Ft	15,000 Sq Ft

Note: Review ADA Contract with County

OPTIONAL CYBER QUOTE:

Coalition Cyber Quote: \$83,000 + surplus lines taxes & fees \$3,129
copy for review



Proposal of Insurance

Saratoga County

40 McMaster Street
Ballston Spa, NY 12020

Presented: April 3, 2023

Effective: May 8, 2023

Dominic Gallo, CIC

Area Vice President

Arthur J. Gallagher Risk Management Services LLC

30 Century Hill Drive, Suite 200

Latham, NY 12110

(518) 869-3535

Dominic_Gallo@ajg.com

License Nos. IL 100292093 / CA 0D69293



ajg.com

©2022 Arthur J. Gallagher & Co. All rights reserved.



Gallagher

Insurance | Risk Management | Consulting

Table of Contents

Service Team	3
Program Structure	4
Named Insured	5
Market Review	7
Location Schedule	9
Program Details	10
Property - Federal Insurance Company	10
Inland Marine - Federal Insurance Company	17
Crime - Travelers Casualty and Surety Co of America	20
General Liability Including Employee Benefits Liability - Travelers Indemnity Company	22
Business Auto - Travelers Indemnity Company	26
General Liability - Healthcare - Allied World Surplus Lines Insurance Company	30
Law Enforcement Liability - Travelers Indemnity Company	34
Public Entity Management Liability - Travelers Indemnity Company	36
Public Entity Employment-Related Practices Liability - Travelers Indemnity Company	39
Perm 17-NYS DOT - OCP Owners & Contractors Protective - Travelers Property Casualty Co of America	42
Umbrella - Travelers Indemnity Company	44
Excess Liability- Healthcare - Allied World National Assurance Company	47
VET Professional Liability - Evanston Insurance Company	50
Aviation - Drone Coverage - American Alternative Insurance Corp, (More)	53
Airport Liability - ACE Property & Casualty Insurance Co	56
Cyber Liability - Arch Specialty Insurance Company, (More)	59
Premium Summary	61
Premium Financing	65
Payment Plans	66
Coinsurance Illustration	70
Proposal Disclosures	71
Proposal Disclosures	72
Client Signature Requirements	75
Coverages for Consideration	76
Client Authorization to Bind Coverage	77
Appendix	80
Bindable Quotations & Compensation Disclosure Schedule	81
Binding Requirements	84
Claims Reporting By Policy	86
Gallagher STEP Flyer	90
Cyber Liability eRiskHub Features	92
Business Continuity Flyer	93
Gallagher Insight Flyer	95
Gallagher Verify Flyer	96

Service Team

Jane Sexton has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL
Dominic Gallo, CIC Area Vice President	(518) 556-3115	Dominic_Gallo@ajg.com
Jane Sexton Client Service Supervisor	(518) 824-2009	Jane_Sexton@ajg.com
Nicole Schifino Client Service Associate	(518) 533-6821	Nicole_Schifino@ajg.com

Arthur J. Gallagher Risk Management Services LLC

Main Office Phone Number: (518) 869-3535

Program Structure

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Property	Inland Marine	Crime	General Liability Including Employee Benefits Liability	Business Auto	General Liability - Healthcare	Law Enforcement Liability	Public Entity Management Liability	Public Entity Employment-Related Practices Liability	Perm 17-NYS DOT - OCP Owners & Contractors Protective	Umbrella	Excess Liability-Healthcare	VET Professional Liability	Aviation - Drone Coverage	Airport Liability	Cyber Liability
	Saratoga County	X	X	X	X	X		X	X	X	X	X			X		X
	Saratoga County Prosperity Partnership Inc.	X	X														
	Saratoga County Department of Public Health						X						X				
	Saratoga County Department of Mental Health						X						X				
	County of Saratoga Animal Shelter													X			
	Saratoga County Airport, County of Saratoga, all boards, commissions and subsidiary agencies of Saratoga County															X	
	Saratoga County Airport and all members,															X	

Named Insured Schedule:

Add / Change / Delete	Named Insured	Property	Inland Marine	Crime	General Liability Including Employee Benefits Liability	Business Auto	General Liability - Healthcare	Law Enforcement Liability	Public Entity Management Liability	Public Entity Employment-Related Practices Liability	Perm 17-NYS DOT - OCP Owners & Contractors Protective	Umbrella	Excess Liability-Healthcare	VET Professional Liability	Aviation - Drone Coverage	Airport Liability	Cyber Liability
	officers, servants, volunteer workers, officials and employees																
	Saratoga County Prosperity Partnership LLC				X	X		X	X	X	X	X					

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Property	Federal Insurance Company (A++ XV)	Quoted	Admitted
Inland Marine	Federal Insurance Company (A++ XV)	Quoted	Admitted
Crime	Travelers Casualty and Surety Co of America (A++ XV)	Quoted	Admitted
General Liability Including Employee Benefits Liability	Travelers Indemnity Company (A++ XV)	Quoted	Admitted
Business Auto	Travelers Indemnity Company (A++ XV)	Quoted	Admitted
General Liability - Healthcare	Allied World Surplus Lines Insurance Company (A XV)	Quoted	Non-Admitted
Law Enforcement Liability	Travelers Indemnity Company (A++ XV)	Quoted	Admitted
Public Entity Management Liability	Travelers Indemnity Company (A++ XV)	Quoted	Admitted
Public Entity Employment-Related Practices Liability	Travelers Indemnity Company (A++ XV)	Quoted	Admitted
Perm 17-NYS DOT - OCP Owners & Contractors Protective	Travelers Property Casualty Co of America (A++ XV)	Quoted	Admitted
Umbrella	Travelers Indemnity Company (A++ XV)	Quoted	Admitted
Excess Liability- Healthcare	Allied World National Assurance Company (A XV)	Quoted	Non-Admitted
VET Professional Liability	Evanston Insurance Company (A XV)	Quoted	Non-Admitted
Aviation - Drone Coverage	American Alternative Insurance Corp (A+ XV)	Quoted	Admitted
	American Commerce Insurance Company (A XV)	Quoted	Admitted
	Central States Ind Co of Omaha (A+ X)	Quoted	Admitted
	Tokio Marine America Insurance Company (A++ XV)	Quoted	Admitted
Airport Liability	ACE Property & Casualty Insurance Co (A++ XV)	Quoted	Admitted
Cyber Liability	Arch Specialty Insurance Company (A+ XV)	Quoted	Non-Admitted
	Fortegra Specialty Insurance Company (A- VIII)	Quoted	Non-Admitted
	Fireman's Fund Indemnity Corporation (A+ XV)	Quoted	Non-Admitted
	Ascot Specialty Insurance Company (A XIV)	Quoted	Non-Admitted
	Underwriters at Lloyd's, London (A+ XV)	Quoted	Non-Admitted

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
	Chaucer Insurance Company Designated Activity Company (DAC) (A XV)	Quoted	Non-Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

Please refer to Property Excel Spreadsheet for the location schedule

Program Details

Coverage: Property
Carrier: Federal Insurance Company
Policy Period: 5/8/2023 to 5/8/2024

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Applies	Yes	N/A

Coverage:

LOCATION DETAILS	SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
	Premises Coverages - Blanket Limits :			
	-Building/Personal Property/Leasehold Interest - Undamaged Tenant's Improvements and Betterments	Limit	\$318,745,314	Blanket #1
	-EDP Property on Premises	Limit	\$3,754,150	Blanket #2
	-Pollutant Clean-Up or Removal	Limit	\$100,000	Blanket #3
	-Extra Expense	Limit	\$2,000,000	Blanket #4
	Earthquake	Limit	\$1,000,000	Policy Annual Aggregate Limit
Premises #1-121	Earthquake	Limit	\$1,000,000	Premises Annual Aggregate Limit
Premises #1-121	Earthquake	Limit	\$1,000,000	Per Occurrence Limit
	Flood	Limit	\$1,000,000	Policy Annual Aggregate Limit
Premises #1-121	Flood (Inundation, Back-Up and Mud Flow Included)	Limit	\$1,000,000	Premises Annual Aggregate Limit

Coverage:

LOCATION DETAILS	SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Premises #1-121	Flood (Inundation, Back-Up and Mud Flow Included)	Limit	\$1,000,000	Per Occurrence Limit
Loc.#Bldg.#-1/1-20,2/1-5,5/1-8,7/1-3,8/1-2,9/1-5,10/1-17,11/1,12/1-2,13/1-2,14/1-2,15/1-3,16/1-10,17/1-2,18/1-2,20/1-2,21/1-2,22/1-2,23/1-3,24/1-2,26/1-2,27/1-2,28/1-2,31/1-2,32/1-2,33/1-2,37/1-2,38/1-2,39/1-2,40/1-2,41-46/1-2,49-53/1-2,55-57/1-2,59-71/1-2,76-78/1-2,79/1-15,80-88/1-2,89/1-3,90/1-3,91-98/1-2,100-102/1-2,104-107/1-2,116/1-6,118/1-4 each	Building		Blanket 1	
Loc.#/Bldg.#-1/1,4,6,7,9,10,15,2/1-5,5/2,3,8,8/1-2,9/1,3,10/1,3-5,14/1,116/1 each	Personal Property		Blanket 1	
Loc.#Bldg.#-1/1-20,2/1-5,5/1-8,7/1-3,8/1-2,9/1-5,10/1-17,11/1,12/1-2,13/1-2,14/1-2,15/1-3,16/1-10,17/1-2,18/1-2,20/1-2,21/1-2,22/1-2,23/1-3,24/1-2,26/1-2,27/1-2,28/1-2,31/1-2,32/1-2,33/1-2,37/1-2,38/1-2,39/1-2,40/1-2,41-46/1-2,49-53/1-2,55-57/1-2,59-71/1-2,76-78/1-2,79/1-15,80-88/1-2,89/1-3,90/1-3,91-98/1-2,100-102/1-2,104-107/1-2,116/1-6,118/1-4 each	Extra Expense		Blanket 4	
Loc.#Bldg.#-1/1-118,2/1-5,5/1-8,7/1-3,8/1-2,9/1-5,10/1-17,11/1,12/1-2,13/1-2,14/1-2,15/1-3,16/1-10,17/1-2,18/1-2,20/1-2,21/1-2,22/1-2,23/1-3,24/1-2,26/1-2,27/1-2,28/1-2,31/1-2,32/1-2,33/1-2,37/1-2,38/1-2,39/1-2,40/1-2,41-46/1-2,49-53/1-2,55-57/1-2,59-71/1-2,76-78/1-2,79/1-15,80-88/1-2,89/1-3,90/1-3,91-98/1-2,100-102/1-2,104-107/1-2,116/1,each	EDP Property on Premises		Blanket 2	
Loc.#Bldg.#-1/1-20,2/1-5,5/1-8,7/1-3,8/1-2,9/1-5,10/1-17,11/1,12/1-2,13/1-2,14/1-2,15/1-3,16/1-10,17/1-2,18/1-2,20/1-2,21/1-2,22/1-2,23/1-3,24/1-2,26/1-2,27/1-2,28/1-2,31/1-2,32/1-2,33/1-2,37/1-2,38/1-2,39/1-2,40/1-2,41-46/1-2,49-53/1-2,55-57/1-2,59-71/1-2,76-78/1-2,79/1-15,80-88/1-2,89/1-3,90/1-3,91-98/1-2,100-102/1-2,104-107/1-2,116/1-6,118/1-4 each	Pollutant Clean-Up or Removal		Blanket 3	
Bldg.#3,4,6,19,25,29,30,34-36,47,48,53,54,58,99,103,108-115,117,119,120,121 each	Building		Blanket 1	
Bldg.# 3,4,6,72-75,99,117 each	Personal Property		Blanket 1	
Bldg.#3,4,6,19,25,29,30,34-36,47,48,53,54,58,99,103,108-115,117,119,120,121,72-75 each	Extra Expense		Blanket 4	
Bldg.#3,4,6,19,25,29,30,34-36,47,48,53,54,58,99,103,108-115,117,119,120,121,72-75 each	Pollutant Clean-Up or Removal		Blanket 3	
Loc.#/Bldg.#-1/15,2/2 each	Leasehold Interest - Undamaged Tenant's Improvements and Betterments		Blanket 1	
Bldg.#3,4,6,19,25,29,30,34-36,47,48,53,54,58,99,103,108-111,115,72-75 each	EDP Property on Premises		Blanket 2	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	Deductible-Applies to all Premises Coverages; All Additional Coverages; And Debris Removal Coverage,	\$25,000	And all Premises, Unless Corresponding Specific Information is Shown as Applicable to a Specific Premises or Coverage
Deductible	Earthquake-Property Damage Per Premises/Per Occurrence Dollar - Premises #1-121	\$50,000	
Deductible	Flood :		
Deductible	-Per Occurrence Waiting Period (Normal Business Hours) - Premises #8,12-14,17,19-22,26,27,31,43,45,52,53,55,71-74,81, 82, 91, 92, 96, 98, 100, 107, 110	24 Hours	
Deductible	-Per Occurrence Dollar Deductible - Premises #8,12-14,17,19-22,26,27,31,43,45,52,53,55,71-74,81, 82, 91, 92, 96, 98, 100, 107, 110	\$500,000	
Deductible	-Per Occurrence Dollar Deductible - Premises #9, 10, 11, 15, 16, 29, 30, 46, 48, 49, 51, 59, 60, 66, 76, 78, 85, 94, 114, 118	\$100,000	
Deductible	-Per Occurrence Dollar Deductible - Premises #1-7, 18, 23-25,28,32-44,47, 50, 54, 56, 57, 58, 61-72,75, 77, 79, 80,83-90, 93,95, 97, 99, 101-106,108,109,111-113,115-117,119-121	\$50,000	
Deductible	Mobile Communication Property-Minimum Deductible	\$3,500	

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Extended Period-Applies to all Premises Coverages; All Additional Coverages; And Debris Removal Coverage, And all Premises, Unless Corresponding Specific Information is Shown as Applicable to a Specific Premises or Coverage		Unlimited
Machinery Breakdown		Included
Additional Coverages - Specific Limits :		
-Ocean Cargo-Goods In Transit	Limit	\$50,000
-Personal Property in Transit		\$50,000
Blanket Limit of Insurance-The automatic blanket limit applies to following :	Limit	\$250,000
-Accounts Receivable		Covered
-Electronic Data Processing Property		Covered
-Fine Arts		Covered
-Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest		Covered
-Leasehold Interest - Undamaged Tenant's Improvements & Betterments		Covered
-Non-Owned Detached Trailers		Covered
-Outdoor Trees, Shrubs, Plants or Lawns		Covered
-Pair and Set		Covered

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
-Personal Property of Employees		Covered
-Public Safety Service Charges		Covered
-Research and Development Property		Covered
-Valuable Papers		Covered
Any other location for:		
-Accounts Receivable	Limit	\$50,000
-Building Components	Limit	\$50,000
-EDP Property	Limit	\$50,000
-Fine Arts	Limit	\$50,000
-Personal Property	Limit	\$50,000
-R&D Property	Limit	\$50,000
-Valuable Papers	Limit	\$50,000
Debris Removal 25% of direct damage loss, plus:		
-Premises Shown in the Declarations	Limit	\$100,000
-Any Other Location	Limit	\$25,000
-In Transit	Limit	\$25,000
Deferred Payments	Limit	\$25,000
Exhibition, Fair or Trade Show:		
-EDP Property	Limit	\$50,000
-Fine Arts	Limit	\$50,000
-Personal Property	Limit	\$50,000
Extra Expense	Limit	\$100,000
Fungus Clean-Up or Removal	Limit	\$25,000
Loss of Master Key	Limit	\$15,000
Loss Prevention Expenses	Limit	\$15,000
Mobile Communication Property	Limit	\$15,000
Pollutant Cleanup or Removal	Limit	\$25,000
Processing Water	Limit	\$10,000
Preparation of Loss Fees	Limit	\$10,000
Impairment of Computer Services - Malicious Programming:		
-Inside Attack	Limit	\$100,000
-Outside Attack - Per Occurrence	Limit	\$10,000
-Outside Attack - Annual Aggregate	Limit	\$50,000
Installation:		
-Any Job Site	Limit	\$25,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
-In Transit	Limit	\$25,000
In Transit for:		
-Accounts Receivable	Limit	\$25,000
-Building Components	Limit	\$25,000
-EDP Property	Limit	\$50,000
-Fine Arts	Limit	\$25,000
-Personal Property	Limit	\$25,000
-Valuable Papers	Limit	\$25,000
Money & Securities:		
-On Premises	Limit	\$15,000
-Off Premises	Limit	\$15,000
Newly Acquired Premises Or Newly Constructed Property for 180 days :		
-Building	Limit	\$2,500,000
-Personal Property	Limit	\$1,000,000
-Personal Property at Existing Premises	Limit	\$100,000
-EDP Equipment	Limit	\$1,000,000
-Electronic Data	Limit	\$50,000
-Communication Property	Limit	\$50,000
-Fine Arts	Limit	\$25,000

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Cost of Replacement at any Location, Personal Property of Others, Business Personal Property You Lease and Personal Property of Employees, Research and Development Property if repaired, replaced or reproduced, 24 Months to Decide to Repair or Replace
Selling Price	Finished Stock and Sold Personal Property
Actual Cash Value	Tenant's Improvements and Betterments when not replaced

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Supplemental Declaration-Impairment Of Company Services - 80-02-0315 01-15
Additional Peril-Earthquake Limit/Deductible Or Waiting Period - 80-02-1303 03-19

Endorsements include, but are not limited to:

DESCRIPTION
Additional Peril-Flood Limit/ Deductible Or Waiting Period Per Occurrence - 80-02-1428 03-19
NY Mandatory - Special Provision Fungus - 80-02-5603 08-06
Property Declarations - 80-02-0005 01-18
New York Mandatory Declarations - 80-02-0023 04-94
New York - Debris Removal Coverage Amended - 80-02-0088 06-20
Building And Personal Property - New York - 80-02-0144 09-21
Extra Expense - New York - 80-02-0147 09-21
Property Supplementary Declarations - 80-02-0210 01-15
Property/Business Income Conditions & Definitions - NY - 80-02-0239 09-21
Impairment Of Computer Services-Malicious PGM - 80-02-1095 07-03
Special Property And Business Inc. Deductible - 80-02-1359 06-05
Cap On Certified Terrorism Losses (Selected Locations) - 80-02-1667 01-15
Amended Conditions - New York Mandatory - 80-02-1933 01-16
Ocean Cargo Coverage Added - 80-02-5407 03-19
Important Notice-Certificate & Handling Fees - 99-10-0943 06-14
Important Notice-NY Location Inspections - 99-10-0996 04-18
New York Free Trade Zone - Notice - 10-02-0990 02-17
How To Report A Loss - 80-02-9001 06-98
Common Policy Conditions - 80-02-9090 06-05
NY Mandatory - Cancellation And Non-Renewal - 80-02-9716 01-14
Condition - Civil Unions Or Domestic Partnerships - 80-02-9790 03-12
Insuring Agreement - 80-02-9800 12-08
Notice To Policyholders-TRIPRA - 99-10-0732 01-15
Important Notice - OFAC - 99-10-0792 09-04
AOD Policyholder Notice - 99-10-0872 06-07

Exclusions include, but are not limited to:

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Exclusion For Certified Terrorism Losses/Premise - 80-02-1673 01-15
Virus, Bacteria Or Microorganism Exclusion Added - 80-02-0191 04-22

Binding Requirements:

DESCRIPTION
Subject to :
-Sign TRIA Form

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Machinery Breakdown Premium Included in Property
Main Premium Includes TRIA Premium as Follow : Property Terrorism Premium \$21,912 Ensuing Fire Terrorism Premium \$4,253

Premium	\$266,208.00
Surcharges & Assessments	
NYFF	\$955.16
Machinery Breakdown Certificate & Handling	\$1,210.00
Total Surcharges & Assessments	\$2,165.16
ESTIMATED PROGRAM COST	\$268,373.16
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Coverage: Inland Marine
Carrier: Federal Insurance Company
Policy Period: 5/8/2023 to 5/8/2024

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
No coinsurance	Yes	N/A

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Any One Occurrence, Not to Exceed the Values Scheduled on File with Chubb Insurance as of 02/06/2023	Limit	\$20,035,665	
Leased/Rented Equipment	Limit	\$300,000	
Miscellaneous Unscheduled Property - not to Exceed a Limit of \$5,000	Limit	\$400,000	
Earthquake annual aggregate		Included	
Flood annual aggregate		Included	
Fine Arts :			
Any One Occurrence, Not to Exceed	Limit	\$175,000	
473 Broadway Saratoga Springs, NY 12866	Limit	\$150,000	
Caderas Patent	Limit	\$25,000	
Contractors' Equipment :			
Any One Occurrence, Not to Exceed	Limit	\$5,000	
Rental Fees :	Limit	\$5,000	
- Not to exceed	Limit	\$500	Per Day
Per Schedule		On any One Item	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	All other	\$5,000
Deductible	Misc unscheduled Property	\$1,000
Deductible	Rental Fees	48 Hours
Deductible	Fine Arts - Per Occurrence	\$1,000
Deductible	Contractors' Equipment - Per Occurrence	\$500

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Debris Removal	Limit	\$150,000
Pollutant Clean up (Annual Aggregate)	Limit	\$50,000
Fire Department Service Charges	Limit	\$25,000
Inventory or Appraisals	Limit	\$25,000
Electronic Data Recovery Costs	Limit	\$10,000
Fire Protection Equipment Refill	Limit	\$10,000
Fine Arts :		
Newly Acquired Premises (180 Days)	Limit	\$1,000,000
Newly Acquired Property (180 Days)	Limit	\$500,000
Debris Removal	Limit	\$150,000
Pollutant Clean up (Annual Aggregate)	Limit	\$50,000
Transit	Limit	\$50,000
Fire Department Service Charges	Limit	\$25,000
Fungus Clean up or Removal	Limit	\$25,000
Inventory or Appraisals	Limit	\$25,000
Electronic Data Recovery Costs	Limit	\$10,000
Fire Protection Equipment Refill	Limit	\$10,000

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Scheduled Miscellaneous Articles

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Direct Physical Loss or Damage from a Peril not Otherwise Excluded

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
Inland Marine	Cranes & Rigging Equipment
Inland Marine, Equipment Floater	Mechanical or Equipment Breakdown
Equipment Floater	Pollution
Equipment Floater, EDP, Transit	War and Nuclear Hazard
Equipment Floater, EDP, Transit	Wear and Tear, Gradual Deterioration, or Obsolescence
Equipment Floater	Mold / Fungus
EDP	Utility Service Interruption
EDP	Expected or Intended Loss

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
EDP	Programming Errors
Transit	Government Authority Exclusion

Binding Requirements:

DESCRIPTION
Subject to Signed TRIA Form

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Total Insured Values : \$175,000
Total Premium Includes TRIA Premium Of \$2,226
Premium Breakdown :
Scheduled Miscellaneous Articles - \$30,040
Fine Arts - \$1,070

Premium	\$31,110.00
ESTIMATED PROGRAM COST	\$31,110.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Unscheduled Equipment:

DESCRIPTION	MAXIMUM ITEM	AMOUNT OF INSURANCE	COINSURANCE %
Contractors Equip; Ded \$500		\$5,000.00	N/A
Leased Rented Equip;Ded \$5000		\$300,000.00	N/A
Miscellaneous Prop;Ded \$5000	5,000	\$400,000.00	N/A

Coverage: Crime
Carrier: Travelers Casualty and Surety Co of America
Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Crime	Discovery	N/A	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
B - Forgery or Alteration	Limit	\$100,000	Single Loss Limit of Insurance
C - On Premises	Limit	\$550,000	Single Loss Limit of Insurance
D - In Transit	Limit	\$550,000	Single Loss Limit of Insurance
E - Money Orders and Counterfeit Money	Limit	\$75,000	Single Loss Limit of Insurance
F - Computer Crime - 1. Computer Fraud	Limit	\$4,000,000	Single Loss Limit of Insurance
H - Personal Accounts Protection - 2. Identity Fraud Expense Reimbursement	Limit	\$25,000	Single Loss Limit of Insurance
I - Claim Expense	Limit	\$5,000	Single Loss Limit of Insurance
G - Funds Transfer Fraud	Limit	\$4,000,000	Single Loss Limit of Insurance
A - Fidelity -Employee Theft		\$4,000,000	Single Loss Limit of Insurance

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	B - Forgery or Alteration - Single Loss	\$2,500
Retention	C - On Premises - Single Loss	\$10,000
Retention	D - In Transit - Single Loss	\$10,000
Retention	E - Money Orders and Counterfeit Money - Single Loss	\$2,500
Retention	F - Computer Crime - 1. Computer Fraud - Single Loss	\$40,000
Retention	G - Funds Transfer Fraud - Single Loss	\$40,000
Retention	A - Fidelity -Employee Theft	\$40,000

Endorsements include, but are not limited to:

DESCRIPTION
Crime Declarations Page - CRI-2001-0109
Crime Policy Form - CRI-3001-0109
Removal of Short-Rate Cancellation Endorsement - ACF-7006-0511
New York Insurance Regulation 209 Endorsement - CRI-17001-0317
Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition - CRI-19072-0315
Social Engineering Fraud Insuring Agreement Endorsement - CRI-19085-0919
Amendatory Endorsement for Certain ERISA Considerations - CRI-19101-1117
Telecommunication Fraud Insuring Agreement Endorsement - CRI-19115-0519
Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement - CRI-19122-1120
New York Cancellation or Termination Endorsement - CRI-5033-0613
Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors - CRI-7129-0109
Government Entity Crime - Specified Limit for Faithful Performance of Duty Endorsement - CRI-7130-0109

Exclusions include, but are not limited to:

DESCRIPTION
Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured
Employee Dishonesty (does not apply to Employee Theft Coverage)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Insured's Premises Covered: Worldwide, except

Premium	\$9,227.00
ESTIMATED PROGRAM COST	\$9,227.00

Coverage: General Liability Including Employee Benefits Liability

Carrier: Travelers Indemnity Company

Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	N/A	Not Applicable
Employee Benefits Liability	Claims Made	5/8/1987	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
General Aggregate Limit	Limit	\$3,000,000	
Products/Completed Operations Aggregate Limit	Limit	\$3,000,000	
Personal and Advertising Injury Liability Any One Person or Organization Limit	Limit	\$1,000,000	
Each Occurrence Limit	Limit	\$1,000,000	
Damage to Premises Rented to You Limit	Limit	\$1,000,000	Any One Premises
Sewage Back-Up Limit	Limit	\$1,000,000	
Abuse or Molestation Aggregate Limit	Limit	\$2,000,000	
Each Abuse or Molestation Offense Limit	Limit	\$1,000,000	
Employee Benefit Liability :			
- Aggregate Limit	Limit	\$3,000,000	
- Each Employee Limit	Limit	\$1,000,000	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Deductible Each Occurrence (Bodily Injury/Property Damage)	\$50,000
Deductible	Deductible Personal Injury/Advertising Injury (Each Person or Organization)	\$50,000
Deductible	Deductible Each Occurrence - Sewer Back Up (Bodily Injury/Property Damage)	\$50,000
Deductible	Employee Benefit Liability - Each Employee	\$1,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employee Benefits Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

Endorsements include, but are not limited to:

DESCRIPTION
XTEND Endorsement For Public Entities
Mobile Equipment Redefined - Public Entities
Amendment - Pollution Exclusion
Cap On Losses From Certified Acts Of Terrorism
Failure To Supply - Limited Coverage
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Professional Health Care & Social Services Liability Coverage – Designated Professionals – Public Entities – New York Applies when “Yes” is Indicated Below: Nurses - Yes Jail Nurses - no Coroner - Yes Paramedic / EMT - no Social Services - Yes
Amendment Of Intellectual Property Exclusion
Amendment Of Contractual Liability Exclusion - Exception For Damages Assumed In An Insured Contract Applies Only To Named Insured

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
EBL	Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee
General Liability	Exclusion - Injury To Volunteer Firefighters
General Liability	Exclusion - Law Enforcement Activities Or Operations
General Liability	Coverage C - Medical Payments Exclusion
General Liability	Exclusion - Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property Damage
General Liability	Exclusion - Public Use Of Private Property

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Exclusion - Discrimination
General Liability	Exclusion - Professional Health Care Services - Public Entities
General Liability	Exclusion - Violation Of Consumer Financial Protection Laws
General Liability	Exclusion - Lead
General Liability	Exclusion - Nuclear Energy Liability
General Liability	Exclusion - Designated Activities Or Operations - The Following Are Excluded: Airport, Including Any Airfield, Runway, Hangar Terminal, Or Other Property In Connection With Aviation Activities Hospital, Nursing Home, Rehabilitation Facility, Medical Clinic Or Other Type Of Medical Facility

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Total Premium Employee Benefit Premium \$350

Premium	\$105,350.00
<hr/>	
ESTIMATED PROGRAM COST	\$105,350.00
Minimum Premium -	\$5,000.00

Subject to Audit: Not Auditable

Coverage: Business Auto
Carrier: Travelers Indemnity Company
Policy Period: 5/8/2023 to 5/8/2024

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS	BASIS
Liability	Limit	\$1,000,000	1	
Personal Injury Protection		Included	5	
Additional PIP	Limit	\$100,000		
Optional Basic Economic Loss		Included		
Uninsured/Underinsured Motorist	Limit	\$1,000,000	2	
Comprehensive		Actual Cash Value / Agreed Value	2,8	
Collision		Actual Cash Value / Agreed Value	2,8	
Additional Personal Injury Protection - New York				
- Total Additional PIP Limits	Limit	\$100,000		
- Monthly Work Loss	Limit	\$2,000		
- Other Expenses	Limit	\$25		Per Day
Garage keepers Legal Liability :				
- Comprehensive - Loc.: 3010 County Farm Road	Limit	\$50,000		
- Collision - Loc.: 3010 County Farm Road	Limit	\$50,000		
- Comprehensive - Loc.: 11 Route 4&32	Limit	\$50,000		
- Collision - Loc.: 11 Route 4&32	Limit	\$50,000		
- Comprehensive - Loc.: 4360 South Shore Road	Limit	\$50,000		
- Collision - Loc.: 4360 South Shore Road	Limit	\$50,000		
Hired Auto Physical Damage-Loss Of Use - Comprehensive		Covered		
Hired Auto Physical Damage-Loss Of Use - Collision		Covered		
Rental Reimbursement Coverage : 30 Days Only	Limit	\$40		Per Day

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Auto Liability (Bodily Injury/Property Damage)	\$50,000
Deductible	Comprehensive	\$1,000/\$2,500

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Collision	\$1,000/\$2,500
Deductible	Garage keepers Legal Liability :	
Deductible	- Comprehensive - Loc.: 3010 County Farm Road	\$500/\$2500
Deductible	- Collision - Loc.: 3010 County Farm Road	\$500
Deductible	- Comprehensive - Loc.: 11 Route 4&32	\$500/\$2500
Deductible	- Collision - Loc.: 11 Route 4&32	\$500
Deductible	- Comprehensive - Loc.: 4360 South Shore Road	\$500/\$2500
Deductible	- Collision - Loc.: 4360 South Shore Road	\$500
Deductible	Hired Auto Physical Damage-Loss Of Use - Comprehensive	\$500
Deductible	Hired Auto Physical Damage-Loss Of Use - Collision	\$500

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Endorsements include, but are not limited to:

DESCRIPTION
Amendment Of Bodily Injury Definition
Public Entity Auto Extension
Professional Services Not Covered
Amendment Of Employee Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Public Entity Auto Extension

Exclusions include, but are not limited to:

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded

Premium	\$205,797.00
ESTIMATED PROGRAM COST	\$205,797.00
Minimum Premium -	\$5,000.00

Subject to Audit: Composite Rated

Auditable Exposures:

DESCRIPTION	EXPOSURE
Number of autos, excluding trailers: \$379 Liability, 0.062 Comprehensive, 0.077 Collision	423
Number of trailers	54
Comprehensive, Collision Each - Actual Cash Value	453
Comprehensive, Collision Each - Agreed Value	24



Coverage: General Liability - Healthcare
Carrier: Allied World Surplus Lines Insurance Company
Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	N/A	Not Applicable
Professional Liability	Claims Made	5/8/1987	
Sexual Misconduct	Claims Made	5/8/1987	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		Defense Outside the Limits of Liability

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
General Liability Limits of Liability :		-
- Bodily Injury & Property Damage Limit	Limit	\$1,000,000
- Personal & Advertising Injury Limit	Limit	\$1,000,000
- Fire Hazard Limit	Limit	\$50,000
- Aggregate Limit	Limit	\$3,000,000
Professional Liability :		-
- Per Claim	Limit	\$1,000,000
- Aggregate Limit	Limit	\$3,000,000
Sexual Misconduct :		-
- Per Claim	Limit	\$1,000,000
- Aggregate Limit	Limit	\$1,000,000
Maximum Aggregate Limit of Liability for all Insuring Agreements	Limit	\$7,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	General Liability	\$0
Deductible	Professional Liability	\$0
Deductible	Sexual Misconduct	\$0
Deductible	Disciplinary Proceedings Deductible	\$1,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Professional Liability	--		
Sexual Misconduct	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Disciplinary Proceedings Limit	Limit	\$25,000/\$75,000
Lost Earnings Per Claim Per Day For Physicians Limit	Limit	\$2,500
Lost Earnings Per Claim Per Day For Other Insureds Limit	Limit	\$500
Lost Earnings Per Claim Aggregate Limit	Limit	\$5,000
Lost Earnings Aggregate Limit	Limit	\$10,000
Medical Payments Limit	Limit	\$10,000
Limited Coverage for HIPAA/Confidentiality Claims	Sublimit	\$25,000

Endorsements include, but are not limited to:

DESCRIPTION
Policy - Miscellaneous Medical Facilities - MMFO 00002 00 (04/19)
Delete Insuring Agreement(s) (I.C. Employee Benefits Liability) - MMFB 00012 00 (04/19)
Specific Insureds Shared Limits and Deductibles (per expiring) - MMFB 00019 00 (04/19)
Coverage for Patient Care By Medical Directors Sublimit (per expiring) - MMFB 00023 00 (04/19)
Limited Coverage for HIPAA/Confidentiality Claims Subject to Sublimit (\$25,000) - MMFB 00035 00 (04/19)

Endorsements include, but are not limited to:

DESCRIPTION
Additional Coverages: Disciplinary Proceedings Lost Earnings and Medical Payments Coverage (per expiring) - MMFB 00053 00 (04/19)
Additional Insureds Lessors, Creditors and Landlords (per expiring) - MMFB 00054 00 (04/19)
Sexual Misconduct Liability Loss and Defense Expenses - MMFO 00005 00 (04/19)
Service Of Suit - SVC 00010 00 (04/16)(AWSLIC)
Coverage Only for Healthcare Professional Services Provided by (fill-in) (per expiring) - Manu A
Incident Sensitive Form

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
General Liability	Nuclear Energy Liability Exclusion - MMFB 00071 00 (04/19)
General Liability	Products-Completed Operations Hazard (Product Liability) Exclusion - Manu B

Binding Requirements:

DESCRIPTION
Subject to :
- Signed Terrorism Policyholder Notice
- Signed Surplus Lines Total Cost Form

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Extended Reporting Period: To be Determined at Time of Election
Please email ALL subjectivities to Stephanie.Scotto@awac.com

Premium	\$99,995.00
Taxes	
Surplus Lines NYS Tax	\$3,599.82
Stamping Fee	\$149.99
Total Taxes	\$3,749.81
ESTIMATED PROGRAM COST	\$103,744.81
Minimum Earned Premium -	25.00%
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$0.00

Subject to Audit: Not Auditable



Coverage: Law Enforcement Liability
Carrier: Travelers Indemnity Company
Policy Period: 5/8/2023 to 5/8/2024

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Liability	Occurrence	N/A	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Law Enforcement Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Aggregate Limit	Limit	\$1,000,000
Each Wrongful Act Limit	Limit	\$1,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Each Wrongful Act Deductible - Damages Only	\$100,000

Endorsements include, but are not limited to:

DESCRIPTION
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations
Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws

Exclusions include, but are not limited to:

DESCRIPTION
War
Nuclear Energy

Binding Requirements:

DESCRIPTION
Subject to;
1. A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund.



Other Significant Terms and Conditions/Restrictions:

DESCRIPTION	
Professional Health Care Services Liability Coverage - Jail Nurses	
The claim fund is due within 30 days of billing.	
Claim Fund Amount Amount Required for ALL Policy Years \$35,000 Currently Holding for Historical Policy Years \$25,000 Additional or (Return) Amount Due \$0 Total Claim Fund Due or (Return) \$10,000	
Premium Includes TRIA	
Taxes & Surcharges and Minimum Premium Shown Under General Liability	
A claim fund applicable to all liability deductibles, from which losses within the deductible are paid is required when the liability deductible (General Liability, Auto Liability, Law Enforcement Liability, Public Entity Management, and/or Public Entity Employment-Related Practices Liability) is \$50,000 or greater. We will bill the insured monthly for claims paid during the prior month. Payment is due within 30 days of receipt of bill.	
Premium	\$109,000.00
ESTIMATED PROGRAM COST	\$109,000.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: Not Auditable

Coverage: Public Entity Management Liability

Carrier: Travelers Indemnity Company

Policy Period: 5/8/2023 to 5/8/2024

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Entity Management Liability	Claims Made	5/8/1987	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Management Liability	Applies		Other / Defense Expenses Payment Limit \$50,000

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Aggregate Limit	Limit	\$1,000,000
Each Wrongful Act Limit	Limit	\$1,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Each Wrongful Act Deductible - Damages Only	\$100,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Public Entity Management Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form



Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Defense Expenses Payment Limit - Aggregate	Limit	\$50,000
Defense Expenses Payment Limit - Each Wrongful Act	Limit	\$50,000

Endorsements include, but are not limited to:

DESCRIPTION
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Network And Information Security Wrongful Act Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations Definition

Exclusions include, but are not limited to:

DESCRIPTION
War
Nuclear Energy
Property Damage

Binding Requirements:

DESCRIPTION
Subject To :- - A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
- Amendment Of Coverage - Designated Boards, Commissions, Or Governmental Units Or Departments
- Assistant District Attorneys As Employees
- Defense Expenses Payment For Injunctive Relief Suits - New York
- Injunctive Relief Each Wrongful Act Participation Amount: 10%
- A claim fund applicable to all liability deductibles, from which losses within the deductible are paid is required when the liability deductible (General Liability, Auto Liability, Law Enforcement Liability, Public Entity Management, and/or Public Entity

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Employment-Related Practices Liability) is \$50,000 or greater. We will bill the insured monthly for claims paid during the prior month. Payment is due within 30 days of receipt of bill.

- The claim fund is due within 30 days of billing.
- Claim Fund Amount :-
Amount Required for ALL Policy Years - \$35,000
Currently Holding for Historical Policy Years - \$25,000
Additional or (Return) Amount Due - \$0
Total Claim Fund Due or (Return) - \$10,000
- Premium Include TRIA
- Taxes & Surcharges and Minimum Premium Shown Under General Liability

Premium **\$39,500.00**

ESTIMATED PROGRAM COST **\$39,500.00**

TRIA/TRIPRA PREMIUM **INCLUDED**
(+ Additional Surcharges, Taxes and Fees as applicable)

Subject to Audit: Not Auditable



Coverage: Public Entity Employment-Related Practices Liability

Carrier: Travelers Indemnity Company

Policy Period: 5/8/2023 to 5/8/2024

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Employment Practices Liability	Claims Made	5/8/1987	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Employment Practices Liability	Applies		Within Policy Limits (expenses erode policy limit)

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Aggregate Limit	Limit	\$1,000,000
Each Wrongful Employment Practice Offense Limit	Limit	\$1,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Employment Practices Liability - Each Wrongful Act Deductible - Damages Only	\$100,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employment Practices Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form



Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Workplace Violence Expenses	Limit	\$250,000

Endorsements include, but are not limited to:

DESCRIPTION
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Exclusions include, but are not limited to:

DESCRIPTION
Exclusion - Other Employment Laws
The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required Airport - No Health Care Facilities: Clinics - No Health Care Facilities: Hospital - Yes Health Care Facilities: Blood Banks - Yes Health Care Facilities: Nursing Homes - Yes Health Care Facilities: Rehabilitation Facilities - Yes Port Authorities- Yes Transit Authorities - Yes Gas Utilities - Yes Electric Utilities - Yes Housing Authorities - Yes Schools or School Districts - Yes Joint Powers Authority - Yes

Binding Requirements:

DESCRIPTION
Subject to;
1. A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund.



Other Significant Terms and Conditions/Restrictions:

DESCRIPTION	
Amendment Of Coverage - Designated Boards, Commissions, Or Governmental Units Or Departments	
Assistant District Attorneys As Employees	
Premium Includes TRIA Claim Fund Amount: Amount Required for ALL Policy Years \$35,000 Currently Holding for Historical Policy Years \$25,000 Additional or (Return) Amount Due \$0 Total Claim Fund Due or (Return) \$10,000	
Claims Fund - Payment is due within 30 days of receipt of bill.	
Taxes & Surcharges and Minimum Premium Shown Under General Liability	
A claim fund applicable to all liability deductibles, from which losses within the deductible are paid is required when the liability deductible (General Liability, Auto Liability, Law Enforcement Liability, Public Entity Management, and/or Public Entity Employment-Related Practices Liability) is \$50,000 or greater. We will bill the insured monthly for claims paid during the prior month. Payment is due within 30 days of receipt of bill.	
Premium	\$30,150.00
ESTIMATED PROGRAM COST	\$30,150.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: Not Auditable

Coverage: Perm 17-NYS DOT - OCP Owners & Contractors Protective

Carrier: Travelers Property Casualty Co of America

Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Owners and Contractors Protective Liability	Occurrence	N/A	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Aggregate Limit	Limit	\$2,000,000
Each Occurrence Limit	Limit	\$1,000,000
Existence Hazard Aggregate Limit	Limit	\$2,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Owners & Contractors Protective	None

Endorsements include, but are not limited to:

DESCRIPTION
NY Changes –Ref. To Superintend And Insurance DEPT - IL F1 01 05 20
Common Declaration - IL T0 02 11 89
Location Schedule - IL T0 03 04 96
Federal Terrorism Risk Insurance Act Disclosure - IL T3 68 01 21
Execution Clause - IL T3 83 09 06
Amendment Common Policy Cond. -Prohibited Coverage - IL T4 12 03 15
Cap On Losses From Certified Acts Of Terrorism - IL T4 14 01 21
Named Insured Endorsement - IL T8 00 01 00
Notice Independent Agent And Broker Comp - PN T4 54 01 08
Special Protective & Highway Liability-NY DOT - CG 00 14 04 13
New York Changes- Premium Audit - CG 01 05 12 01
NY Changes-Transfer Of Duties - CG 26 36 12 93
NY Changes - Cancellation And Nonrenewal - CG 28 67 01 14
State Of NY Permits On State Highways - CG F1 02 06 05
Amendment - Pollution Exclusion - CG F2 86 02 19
Declarations Premium Schedule - CG T0 07 09 87
Key To Declarations Premium Schedule - CG T0 08 11 03
Special Protective And Highway Liability Declaration - CG T0 18 11 03



Endorsements include, but are not limited to:

DESCRIPTION
Table Of Contents - NY Special Highway - CG T0 37 02 19

Exclusions include, but are not limited to:

DESCRIPTION
Nuclear Energy Liability Exclusion Endorsement - IL 00 23 07 02
Exclusion-Access Or Disclosure Of Confidential/Personal Information - CG D7 55 01 15
Exclusion - Asbestos - CG T4 78 02 19

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Premium	\$750.00
ESTIMATED PROGRAM COST	\$750.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: Not Auditable

Coverage: Umbrella
Carrier: Travelers Indemnity Company
Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Umbrella	Occurrence	N/A	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Umbrella Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
General Aggregate Limit	Limit	\$10,000,000
Products – Completed Operations Aggregate Limit	Limit	\$10,000,000
Occurrence Limit	Limit	\$10,000,000
Crisis Management Service Expenses Limit	Limit	\$50,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Umbrella - Any One Occurrence or Event	\$10,000

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	Limit	\$1,000,000	The Travelers Indemnity Company	3/29/2023	3/29/2024
Employee Benefits Liability	Limit	\$1,000,000	The Travelers Indemnity Company	3/29/2023	3/29/2024
Auto Liability	Limit	\$1,000,000	The Travelers Indemnity Company	3/29/2023	3/29/2024
Law Enforcement Liability	Limit	\$1,000,000	The Travelers Indemnity Company	3/29/2023	3/29/2024
Public Entity Management Liability	Limit	\$1,000,000	The Travelers Indemnity Company	3/29/2023	3/29/2024
Public Entity Employment-Related Practices Liability	Limit	\$1,000,000	The Travelers Indemnity Company	3/29/2023	3/29/2024



Endorsements include, but are not limited to:

DESCRIPTION
Policy Declarations - Excess Follow-Form And Umbrella Liability
Schedule Of Underlying Insurance
Coverage For Financial Interest In Foreign Insured Organizations
Amendment Of Coverage - Definitions
Follow-Form Limitation -Coverage B
Amendment Of Underlying Insurance Definition
Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage B

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
Intellectual Property Exclusion - Coverage B
Failure To Supply Exclusion - Coverages A And B
Mobile Equipment Racing Exclusion - Coverage B
Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B
Public Use Of Private Property Exclusion - Coverages A And B
Watercraft Liability Exclusion - Coverage B
Discrimination Exclusion - Coverage B
Injury To Volunteer Firefighters Exclusion - Coverage B
Law Enforcement Activities Or Operations Exclusion - Coverage B
Lead Exclusion - Coverage B
Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A
Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B
Designated Activities Or Operations Exclusion - Coverage B



Exclusions include, but are not limited to:

DESCRIPTION
Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception
Damage To Property Exclusion - Coverage A

Binding Requirements:

DESCRIPTION
Subject to:
- A Claim Fund Agreement Will be Mailed and Must be Signed by the Insured and Returned Within 30 Days of Receipt

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Minimum Premium Applicable for General Liability, Employee Benefit Liability, Law Enforcement Liability, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, Auto Liability, Auto Physical Damage and Umbrella Liability
Claim Fund Amount: Amount Required for ALL Policy Years \$35,000 Currently Holding for Historical Policy Years \$25,000 Additional or (Return) Amount Due \$0 Total Claim Fund Due or (Return) \$10,000
Claims Fund - Payment is due within 30 days of receipt of bill.

Premium	\$123,500.00
ESTIMATED PROGRAM COST	\$123,500.00
Minimum Premium -	\$5,000.00

Subject to Audit: Not Auditable

Coverage: Excess Liability- Healthcare
Carrier: Allied World National Assurance Company
Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Medical Professional Liability	Claims Made	5/8/1987	Not Applicable
Excess Liability	Occurrence	N/A	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Excess :Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Insuring Agreement I.A. Medical Professional Specific Loss Limit	Limit	\$5,000,000
Insuring Agreement I.A. Medical Professional Aggregate Limit	Limit	\$5,000,000
Insuring Agreement I.B. General Liability and all Other Coverages Specific Loss Limit	Limit	\$5,000,000
Insuring Agreement 1.B. General Liability and all Other Coverages Aggregate Loss Limit	Limit	\$5,000,000
Policy Aggregate Limit	Limit	\$5,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Excess Medical Professional Liability	None
Deductible	Excess Liability	None

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Health Care Excess and Umbrella Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:**DESCRIPTION**

Refer to attached policy form

Incident or Claim Reporting Provision:**REPORTING CONDITION TYPE****DESCRIPTION**

Refer to attached policy form

Run Off Provisions:**DESCRIPTION****PREMIUM AMOUNT****PREMIUM DUE DATE****LENGTH****% OF EXPIRING PREMIUM**

Refer to attached policy form

--

--

--

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Professional Liability	Per Claim	\$1,000,000	Allied World	5/8/2023	5/8/2024
Professional Liability	Aggregate	\$3,000,000	Allied World	5/8/2023	5/8/2024
General Liability	Each Occurrence	\$1,000,000	Allied World	5/8/2023	5/8/2024
General Liability	General Aggregate	\$3,000,000	Allied World	5/8/2023	5/8/2024

Endorsements include, but are not limited to:**DESCRIPTION**

Form - MED-UMB 00004 00

Trade and Economic Sanctions - IL 00052 00 (04/22)

Not Excess Over Sublimited Coverage and Specific Coverages - MED-UMB 00012 00 (10/2018)

Service of Suit - SVC 00012 00 (11/12)

Coverage Only for Healthcare Prof. Services Provided by (fill-in) (per expiring) - Manu A

Exclusions include, but are not limited to:**DESCRIPTION**

Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws

Pollution (Hostile Fire Exception)

Asbestos

Physical Damage to Property in Insured's Care, Custody, or Control

Auto First-party Coverage

Pollution (Auto)

Products Recall

Employment Related Practices Exclusion

Total Pollution Exclusion

Professional Liability Exclusion



Exclusions include, but are not limited to:

DESCRIPTION
Nuclear Energy Liability Exclusion - MED 00058 00 (05/2014)
Products-Completed Operations Hazard (Product Liability) Exclusion

Binding Requirements:

DESCRIPTION
Subject to:
- Signed Surplus Lines Total Cost Form.
- Signed TRIA Form.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Plus Surplus Lines 3.6% NYS Tax and .15% Stamping Fee.

Premium	\$52,080.00
Taxes	
NY Excess and Surplus Lines Tax	\$1,874.88
Total Taxes	\$1,874.88
Fees	
NY Excess and Surplus Lines Stamping Fee	\$78.12
Total Fees	\$78.12
ESTIMATED PROGRAM COST	\$54,033.00
Minimum Earned Premium -	25.00%
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$0.00

Subject to Audit: Not Auditable

Coverage: VET Professional Liability
Carrier: Evanston Insurance Company
Policy Period: 5/8/2023 to 5/8/2024

Form Number: MESM50100220

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Vet Professional	Claims Made	5/8/2020	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Vet Professional	Applies		Within Policy Limits (expenses erode policy limit)

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Vet Professional	Limit	\$1,000,000	Occurrence
Vet Professional	Limit	\$3,000,000	Aggregate

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Vet Professional	\$2,500

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Vet Professional	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form



Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

Endorsements include, but are not limited to:

DESCRIPTION
Minimum Earned Premium Endorsement - MEIL520025%0704
Longer Duratn Extended Report Period Availability - MEIL52290910
Amendatory Endorsement - Veterinarian - MESM20160714
Markel Jacket - MJIL10000810
Privacy Notice - MPIL10070120
U.S. Treasury Department's Office Of Foreign Assets Control(OFAC) Advisory Notice To Policyholders - MPIL10830415
Trade Or Economic Sanctions - MIL12140917
Specified Medical Professions Professional Liability InsuranceCoverage Part - MESM50100220
Common Policy Conditions - MESM51000220
Declarations- Specified Medical Professions Insurance Policy - MDSM50130220
Forms Schedule - MDIL10010810
Changes – Multiple Insureds, Claims And Claimants - MESM21470520

Exclusions include, but are not limited to:

DESCRIPTION
Bodily Injury
Property Damage

Binding Requirements:

DESCRIPTION
Subject to; Signed Notice of Excess Line Placement (Total Cost Form)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Home State: New York



Premium	\$4,646.00
Taxes	
Surplus Lines Taxes and Fees	\$174.23
Total Taxes	\$174.23
Fees	
Fees	\$200.00
Total Fees	\$200.00
ESTIMATED PROGRAM COST	\$5,020.23
Minimum Earned Premium -	25.00%

Subject to Audit: Not Auditable



Coverage: Aviation - Drone Coverage
Carrier: American Alternative Insurance Corp
 American Commerce Insurance Company
 Central States Ind Co of Omaha
 Tokio Marine America Insurance Company
Policy Period: 5/16/2023 to 5/16/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Aviation - Drone Coverage	Occurrence	N/A	Not Applicable

Participation Schedule:

CARRIER	PARTICIPATING LIMIT
American Alternative Insurance Corp	59.24%
American Commerce Insurance Company	10.00%
Central States Ind Co of Omaha	18.39%
Tokio Marine America Insurance Company	12.37%

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Hull Value	Limit	\$37,000	
Liability Limit	Limit	\$1,000,000	
Passenger War Liability		Included	
Third Party War Limit	Limit	\$1,000,000	Aggregate
Personal Injury Limit	Limit	\$1,000,000	
Medical Limit	Limit	\$5,000	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Deductible: In Motion	5%
Deductible	Deductible: Not In Motion	5%

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Expenses for Medical Services	Limit	\$5,000	each occurrence
Aviation Personal And Advertising Injury Liability	Limit	\$1,000,000	each occurrence
Fire Legal Liability	Limit	\$100,000	each occurrence

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Additional Insured - A121
Amendment of Defined Terms - A125
Expenses for Medical Services - C036
Liability for Sale of Aircraft, Aircraft Parts or Services - C039
Terrorism (TRIA) Coverage - Hull & Liability - C054
Aviation Personal And Advertising Injury Liability - C061
Premises Coverage - C064
Fire Legal Liability - C066
Expanded Contractual Liability Endorsement - C095
Non-Owned Aircraft Liability - UnManned Aircraft System - N004
TRIA Disclosure - D004
New York Amendatory - S029

Exclusions include, but are not limited to:

DESCRIPTION
Electronic Data Event Liability Exclusion - E041
Limited Liability War Exclusion Limited Coverage - C022
Limited Physical Damage War Exclusion Limited Coverage - C023
Electronic Date Recognition Exclusion Limited Coverage - C025

Binding Requirements:

DESCRIPTION
Subject to;
1. Copies of all Remote Pilot License, currently dated within 2 years, for all insured pilots
2. Confirmation of drone values

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Premium Includes TRIA
Premium Breakdown: Hull Premium - \$3,151.00 Hull War Premium -\$4.00 Liability Premium - \$2,592.00 Passenger War Liability - Included Third Party War Premium - Included

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Personal Injury Premium - Included
Medical Premium - Included

Premium	\$5,747.00
ESTIMATED PROGRAM COST	\$5,747.00
Minimum Earned Premium -	25.00%
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: Not Auditable



Coverage: Airport Liability
Carrier: ACE Property & Casualty Insurance Co
Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Airport Owners and Operators General Liability	Occurrence	N/A	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Sum Insured: Each Occurrence/Offense in Respect of Bodily Injury, Personal and Advertising Injury and Property Damage Combined, Subject to the Following Limitations:	Limit	\$20,000,000	
Personal Injury and Advertising Injury Annual Aggregate Limit	Limit	\$20,000,000	
Malpractice Annual Aggregate Limit	Limit	\$20,000,000	
Fire Damage Limit	Limit	\$50,000	Any One Fire
Medical Expense Limit	Limit	\$1,000	Any One Person

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Each Occurrence or offense, but not to exceed	NIL
Deductible	annual aggregate	NIL

Endorsements include, but are not limited to:

DESCRIPTION
New York Changes - Cancellation and Nonrenewal - AAP NY (11/99)
New York Changes - Transfer of Duties - 9001-NY (11/99)
New York Changes - Premium Audit - 9002-NY (11/00)
New York Changes - Legal Action Against US - 9003-NY (10/08)
New York Changes - Airport Owners and Operators General Liability Policy - 9004-NY (11/00)
Airport Owners and Operators General Liability Policy - Jacket - AAP 200 (05/21)
Airport Owners and Operators General Liability Policy - Declarations - AAP 201 (11/99)
Airport Owners and Operators General Liability Policy - Schedule of Endorsements - AAP 201S (11/99)
Airport Owners and Operators General Liability Policy - Policy Provisions - AAP 202-NY (11/99)
Extended Coverage - War, HI-Jacking and Other Perils Endorsement - AAP 203A-NY (04/10)
Immunity Waiver Endorsement - AAP 220 (11/99)

Endorsements include, but are not limited to:

DESCRIPTION
Airport Limited Enhanced Coverage Endorsement - AAP 234 (11/99)
Volunteers Endorsement - AAP 248 (11/99)
Date Recognition Limited Coverage Endorsement - AAP 255 (03/08)
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism - AAP 270 (01/15)
Terrorist Acts Other than Certified Acts of Terrorism Endorsement - New York - AAP 288 NY (08/20)
Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement - AAP 306 (03/08)
Amendment to Supplementary Payments (Court Cost) Endorsement - AAP 307 (03/08)
Ace Producer Compensation Practices & Policies - ALL-20887 (10/06)
Trade or Economic Sanctions Endorsement - ALL-21101 (11/06)
U.S. Treasury Departments' Office of Foreign Assets Control ("Ofac") Advisory Notice to Policyholders - IL P 001 (01/04)

Exclusions include, but are not limited to:

DESCRIPTION
The Airport Owners and Operators General Liability Policy Contains, Inter Alia, The Following Exclusion Clauses: Noise, Pollution and Other Perils Exclusion Clause Noise, Pollution and other Perils Exclusion Clause
Nuclear Risks Exclusion Clause - AAP 237 (11/99)
Date Recognition Exclusion Endorsement - AAP 256 (11/99)
Asbestos or Asbestos-Containing Materials or Products Exclusion Endorsement - New York - AAP 268-NY (01/05)
War, HI-Jacking and Other Perils Exclusion Clause (Aviation) New York - AAP 310-NY (04/10)
Exclusion - Access or Disclosure of Confidential or Personal Information - Advertising Injury or Personal Injury - AAP 316 (02/21)
Exclusion – Perfluorinated Chemicals - AAP 317 (01/22)

Binding Requirements:

DESCRIPTION
Subject to :
- Signed TRIA Form

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Premium Include WAR Premium: \$62
The policy is also subject to the following: 30 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but 10 days notice for non-payment of premium. This provision does not override the Automatic
THREE YEAR FIXED PREMIUM POLICY OPTION***** We offer the option for a three year policy term with premium fixed at three times the annual terms shown in this quotation. Premium to be paid in three equal annual installments. ANNUAL GL Premium: \$15,434 ANNUAL TRIA Premium: \$262 ANNUAL WAR Premium: \$66

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Interest: The Insured's Legal Liability to Which This Policy Applies, Arising out of the Insured's Airport Operations at the Following Airport Location(S):

F.A.A. ID - 5B2

State - NY

Name - Saratoga County Airport, Ballston Spa, New York

Premium **\$14,712.00**

ESTIMATED PROGRAM COST **\$14,712.00**

TRIA/TRIPRA PREMIUM **\$249.00**
(+ Additional Surcharges, Taxes and Fees as applicable)

Subject to Audit: Not Auditable



Coverage: Cyber Liability
Carrier: Crum & Forster Specialty Insurance Company
Policy Period: 5/8/2023 to 5/8/2024

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Cyber Liability	Claims Made and Reported	Full Prior Acts	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
	Applies		Other / Within the Limits

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Cyber Liability	Limit	\$1,000,000	Aggregate Policy Limit of Liability
Breach Response	Limit	\$1,000,000	
Ransomware/Malware	Limit	\$5,000	
eCrime Loss	Limit	250,000	
Dependent Business	Limit	100,000	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Deductible	\$100,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Cyber Liability	5/8/2021		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Claim Means:
1. A Written Demand for Money or Services, Including the Service of a Suit or Institution of Arbitration Proceedings;
2. With Respect to Coverage Provided Under Section II.B, Regulatory Defense and Penalties, A Regulatory Proceeding; And
3. A Written Request or Agreement to Toll or Waive a Statute of Limitations Relating to a Potential Claim Described in Paragraph 1 Above.
All Claims that Have a Common Nexus of Fact, Circumstance, Situation, Event, Transaction, Or Cause, Or a Series of Related Facts, Circumstances, Situations, Events, Transactions, Or Causes Will be Considered a Single Claim Made Against You on the Date the First Such Claim was Made.

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

Binding Requirements:

DESCRIPTION
Subject to:
Cyber Policy Application
An Authorized Representative of the Named Insured Signs the Coalition Application Within Thirty (30) Days of the Issuance of a Binder or Insurance Coverage Will not Take Effect.
- Signed Total Cost Form
- Electronic disclosure and signature, terms of service and privacy policy consents
- Signed Policyholder Disclosure Notice of Terrorism Insurance Coverage

Premium	\$70,374.00
Taxes	
NY Surplus Line Tax	\$2,639.02
Total Taxes	\$2,639.02
ESTIMATED PROGRAM COST	\$73,013.02
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: Not Auditable

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE	PROPOSED PROGRAM		
		CARRIER	ESTIMATED COST
Property	Premium	Federal Insurance Company (Chubb Group of Insurance Companies)	\$266,208.00
	Srchrg & Asmnt		\$2,165.16
	Estimated Cost		\$268,373.16
	Annualized Cost		-
	TRIA Premium		Included
Inland Marine	Premium	Federal Insurance Company (Chubb Group of Insurance Companies)	\$31,110.00
	Estimated Cost		\$31,110.00
	Annualized Cost		-
	TRIA Premium		Included
Crime	Premium	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$9,277.00
	Estimated Cost		\$9,277.00
	Annualized Cost		-
	TRIA Premium		-
General Liability Including Employee Benefits Liability	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$105,350.00
	Estimated Cost		\$105,350.00
	Annualized Cost		-
	TRIA Premium		-
Business Auto	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$205,797.00
	Estimated Cost		\$205,797.00
	Annualized Cost		-
	TRIA Premium		-

LINE OF COVERAGE	PROPOSED PROGRAM		
		CARRIER	ESTIMATED COST
General Liability - Healthcare	Premium	Allied World Surplus Lines Insurance Company (Allied World Assurance Group)	\$99,995.00
	Taxes		\$3,749.81
	Estimated Cost		\$103,744.81
	Annualized Cost		-
	TRIA Premium		\$0.00
Law Enforcement Liability	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$109,000.00
	Estimated Cost		\$109,000.00
	Annualized Cost		
	TRIA Premium		Included
Public Entity Management Liability	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$39,500.00
	Estimated Cost		\$39,500.00
	Annualized Cost		
	TRIA Premium		Included
Public Entity Employment-Related Practices Liability	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$30,150.00
	Estimated Cost		\$30,150.00
	Annualized Cost		
	TRIA Premium		Included
Perm 17-NYS DOT - OCP Owners & Contractors Protective	Premium	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	\$750.00
	Estimated Cost		\$750.00
	Annualized Cost		
	TRIA Premium		Included
Umbrella	Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$123,500.00
	Estimated Cost		\$123,500.00
	Annualized Cost		
	TRIA Premium		-
Excess Liability- Healthcare	Premium	Allied World National Assurance Company (Allied World Assurance Group)	\$52,080.00
	Taxes		\$1,874.88

LINE OF COVERAGE	PROPOSED PROGRAM	
	CARRIER	ESTIMATED COST
	Total Fees	\$78.12
	Estimated Cost	\$54,033.00
	Annualized Cost	-
	TRIA Premium	\$0.00
VET Professional Liability	Premium	Evanston Insurance Company (Markel Corporation Group) \$4,646.00
	Taxes	\$174.23
	Total Fees	\$200.00
	Estimated Cost	\$5,020.23
	Annualized Cost	-
	TRIA Premium	-
Aviation - Drone Coverage	Premium	American Alternative Insurance Corp (Munich Re America Corporation Group) \$5,747.00
	Estimated Cost	\$5,747.00
	Annualized Cost	American Commerce Insurance Company (MAPFRE S.A) -
	TRIA Premium	Included
		Central States Ind Co of Omaha (Berkshire Hathaway Insurance Group)
		Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)
Airport Liability	Premium	ACE Property & Casualty Insurance Co (Chubb Group of Insurance Companies) \$14,712.00
	Estimated Cost	\$14,712.00
	Annualized Cost	-
	TRIA Premium	\$249.00
Cyber Liability	Premium	Crum & Forster \$70,374.00
	Taxes	\$2,639.02
	Estimated Cost	\$73,013.02
	Annualized Cost	-
	TRIA Premium	Included
Total Estimated Program Cost		\$1,179,076.83

Quote from **Allied World National Assurance Company (Allied World Assurance Group)** is valid until **5/8/2023**

Quote from **Federal Insurance Company (Chubb Group of Insurance Companies)** is valid until **5/8/2023**

Quote from **Evanston Insurance Company (Markel Corporation Group)** is valid until **5/8/2023**

Quote from **Federal Insurance Company (Chubb Group of Insurance Companies)** is valid until **5/8/2023**

Quote from **Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **American Alternative Insurance Corp (Munich Re America Corporation Group), etc...** is valid until **5/8/2023**

Quote from **ACE Property & Casualty Insurance Co (Chubb Group of Insurance Companies)** is valid until **5/8/2023**

Quote from **Arch Specialty Insurance Company (Arch Insurance Group), etc...** is valid until **5/8/2023**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **Travelers Property Casualty Co of America (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2023**

Quote from **Allied World Surplus Lines Insurance Company (Allied World Assurance Group)** is valid until **5/8/2023**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

- Property**
- Inland Marine**
- Crime**
- General Liability Including Employee Benefits Liability**
- Business Auto**
- General Liability - Healthcare**
- Law Enforcement Liability**
- Public Entity Management Liability**
- Public Entity Employment-Related Practices Liability**
- Perm 17-NYS DOT - OCP Owners & Contractors Protective**
- Umbrella**
- Excess Liability- Healthcare**
- VET Professional Liability**
- Aviation - Drone Coverage**
- Airport Liability**
- Cyber Liability**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Federal Insurance Company (Chubb Group of Insurance Companies)	Property	Full Annual Payment due within 30 days of policy inception	Agency Bill
Federal Insurance Company (Chubb Group of Insurance Companies)	Inland Marine	Full Annual Payment due within 30 days of policy inception	Agency Bill
Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	Crime	Full Annual Premium due within 30 days of policy inception date	Agency Bill
Travelers Indemnity Company (The Travelers Companies, Inc.)	General Liability Including Employee Benefits Liability	Full Annual Payment Due within 30 days of policy inception	Agency Bill
Travelers Indemnity Company (The Travelers Companies, Inc.)	Business Auto	Full Annual Premium due within 30 days of policy inception	Agency Bill

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Allied World Surplus Lines Insurance Company (Allied World Assurance Group)	General Liability - Healthcare	Premium Due Date: 25 Days from effective date of policy	Agency Bill
Travelers Indemnity Company (The Travelers Companies, Inc.)	Law Enforcement Liability	Full Annual Payment due within 30 days of policy inception	Agency Bill
Travelers Indemnity Company (The Travelers Companies, Inc.)	Public Entity Management Liability	Full Annual Premium due within 30 days of policy inception	Agency Bill
Travelers Indemnity Company (The Travelers Companies, Inc.)	Public Entity Employment-Related Practices Liability	Full Annual Payment due within 30 days of policy inception	Agency Bill
Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Perm 17-NYS DOT - OCP Owners & Contractors Protective	Full Annual Premium due within 30 days of policy inception	Agency Bill

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Travelers Indemnity Company (The Travelers Companies, Inc.)	Umbrella	Full Annual Premium due within 30 days of policy inception	Agency Bill
Allied World National Assurance Company (Allied World Assurance Group)	Excess Liability- Healthcare	Full Premium due 25 Days from effective date of policy	Agency Bill
Evanston Insurance Company (Markel Corporation Group)	VET Professional Liability	Full Annual payment due within 20 days of policy inception	Agency Bill

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
<p>American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ind Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)</p>	<p>Aviation - Drone Coverage</p>	<p>Full Annual payment due within 20 days of policy inception</p>	<p>Agency Bill</p>
<p>ACE Property & Casualty Insurance Co (Chubb Group of Insurance Companies)</p>	<p>Airport Liability</p>	<p>Full Annual Payment due within 30 days of policy inception</p>	<p>Agency Bill</p>
<p>Crum & Forster</p>	<p>Cyber Liability</p>	<p>All Premiums and any Fees are Due to RPS Within 20 Days of Binding</p>	<p>Agency Bill</p>

Coinsurance Illustration

Coinsurance Formula:

Insurance Carried ÷ Insurance Required x Loss - Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required	=	\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)

\$800,000

(Insurance Required)

x \$200,000 (Loss) - \$500 (Deductible) = \$99,500 Settlement

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

Proposal Disclosures



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither

you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Client Signature Requirements

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Environmental Pollution Liability

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/3/2023, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Property
	Federal Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Inland Marine
	Federal Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime
	Travelers Casualty and Surety Co of America
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	General Liability Including Employee Benefits Liability
	Travelers Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Business Auto
	Travelers Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	General Liability - Healthcare
	Allied World Surplus Lines Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Law Enforcement Liability
	Travelers Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Public Entity Management Liability
	Travelers Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Public Entity Employment-Related Practices Liability
	Travelers Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>

COVERAGE/CARRIER	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Perm 17-NYS DOT - OCP Owners & Contractors Protective
	Travelers Property Casualty Co of America
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Umbrella
	Travelers Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Liability- Healthcare
	Allied World National Assurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	VET Professional Liability
	Evanston Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Aviation - Drone Coverage
	American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Airport Liability
	ACE Property & Casualty Insurance Co
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
	Crum & Forster
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA incl</i>

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Environmental Pollution Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

Company

Signature

Date: _____

Appendix

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Saratoga County

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Property	Federal Insurance Company (Chubb Group of Insurance Companies)	N/A	\$268,373.00	15 %	
Inland Marine	Federal Insurance Company (Chubb Group of Insurance Companies)	N/A	\$31,110.00	15 %	
Crime	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	N/A	\$9,227.00	17.5 %	
General Liability Including Employee Benefits Liability	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$105,350.00	15 %	
Business Auto	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$205,797.00	15 %	
General Liability - Healthcare	Allied World Surplus Lines Insurance Company (Allied World Assurance Group)	Corieri & Associates, Inc.	\$103,744.00	10 %	
Law Enforcement Liability	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$109,000.00	15 %	
Public Entity Management Liability	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$39,500.00	15 %	

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Public Entity Employment-Related Practices Liability	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$30,150.00	15 %	
Perm 17-NYS DOT - OCP Owners & Contractors Protective	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	N/A	\$750.00	15 %	
Umbrella	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$123,500.00	15 %	
Excess Liability-Healthcare	Allied World National Assurance Company (Allied World Assurance Group)	Corieri & Associates, Inc.	\$54,033.00	10 %	
VET Professional Liability	Evanston Insurance Company (Markel Corporation Group)	AmWINS Group Inc.	\$5,020.00	10 %	
Aviation - Drone Coverage	American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ind Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)	AmWINS Group Inc.	\$5,747.00	10 %	

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Airport Liability	ACE Property & Casualty Insurance Co (Chubb Group of Insurance Companies)	AmWINS Group Inc.	\$14,712.00	7.5 %	
Cyber Liability	Crum & Foster	Risk Placement Services	\$73,013.00	13.3 %	6.7 %

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
Property Federal Insurance Company	Subject to : -Sign TRIA Form
Inland Marine Federal Insurance Company Crime Travelers Casualty and Surety Co of America General Liability Including Employee Benefits Liability Travelers Indemnity Company Business Auto Travelers Indemnity Company	Subject to Signed TRIA Form N/A N/A N/A
General Liability - Healthcare Allied World Surplus Lines Insurance Company Law Enforcement Liability Travelers Indemnity Company	Subject to : - Signed Terrorism Policyholder Notice - Signed Surplus Lines Total Cost Form Subject to; 1. A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund.
Public Entity Management Liability Travelers Indemnity Company Public Entity Employment-Related Practices Liability Travelers Indemnity Company	Subject To :- - A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund. Subject to; 1. A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund.
Perm 17-NYS DOT - OCP Owners & Contractors Protective Travelers Property Casualty Co of America	N/A
Umbrella Travelers Indemnity Company	Subject to: - A Claim Fund Agreement Will be Mailed and Must be Signed by the Insured and Returned Within 30 Days of Receipt
Excess Liability-Healthcare Allied World National Assurance Company	Subject to: - Signed Surplus Lines Total Cost Form. - Signed TRIA Form.

Coverage (Issuing Carrier)	Binding Requirements
VET Professional Liability Evanston Insurance Company	Subject to;
	Signed Notice of Excess Line Placement (Total Cost Form)
Aviation - Drone Coverage	Subject to;
American Alternative Insurance Corp American Commerce Insurance Company Central States Ind Co of Omaha Tokio Marine America Insurance Company	1. Copies of all Remote Pilot License, currently dated within 2 years, for all insured pilots 2. Confirmation of drone values
Airport Liability ACE Property & Casualty Insurance Co	Subject to : - Signed TRIA Form Subject to: Cyber Policy Application
Cyber Liability Crum & Forster	An Authorized Representative of the Named Insured Signs the Coalition Application Within Thirty (30) Days of the Issuance of a Binder or Insurance Coverage Will not Take Effect. - Signed Total Cost Form - Electronic disclosure and signature, terms of service and privacy policy consents - Signed Policyholder Disclosure Notice of Terrorism Insurance Coverage

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

<p>COVERAGE(S): Inland Marine, Property</p> <p>Insurer: Federal Insurance Company</p> <p>Policy Term: 05/08/2023 to 05/08/2024</p>	<p>IMMEDIATELY REPORT CLAIMS DIRECTLY TO:</p> <p>Insurer/TPA Name: Federal Insurance Company</p> <p>Phone: 800-252-4670</p> <p>Fax: 1-800-300-2538</p> <p>Email: acecrs-claims@chubb.com</p> <p>Web: https://www.chubb.com/us-en/claims/commercial-claims.aspx</p>
<p>COVERAGE(S): XUM 5M Public/Mental/Jail nurs</p> <p>Insurer: Allied World National Assurance Company</p> <p>Policy Term: 05/08/2023 to 05/08/2024</p>	<p>IMMEDIATELY REPORT CLAIMS DIRECTLY TO:</p> <p>Insurer/ TPA Name: Allied World National Assurance Company</p> <p>Phone: 441.278.5400</p> <p>Fax:</p> <p>Email:</p> <p>Web: https://alliedworldinsurance.com/general-claims/</p>
<p>COVERAGE(S): General Liability</p> <p>Insurer: Allied World Surplus Lines Insurance Company</p> <p>Policy Term: 05/08/2023 to 05/08/2024</p>	<p>IMMEDIATELY REPORT CLAIMS DIRECTLY TO:</p> <p>Insurer/ TPA Name: Allied World Surplus Lines Insurance Company</p> <p>Phone: If you have a claim to report after hours, or on a weekend or holiday, please report the claim to (855) 497-0578</p> <p>Fax:</p> <p>Email: GGB.Latham.Claims@ajg.com</p> <p>Web:</p>

COVERAGE(S): VET Professional - Amwins Files	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Evanston Insurance Company Policy Term: 05/08/2023 to 05/08/2024	Insurer/ TPA Name: Evanston Insurance Company Phone: Fax: Email: Web:

COVERAGE(S): Crime	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Travelers Casualty and Surety Company of America Policy Term: May 8, 2023 to May 8, 2024	Insurer/ TPA Name: Travelers Casualty and Surety Company of America Phone: (855) 497-0578 Fax: Email : GGB.Latham.Claims@ajg.com Web:

COVERAGE(S): Aviation - Drone Coverage	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: American Alternative Insurance Corporation Policy Term: May 16, 2023 to May 16, 2024	Insurer/ TPA Name: American Alternative Insurance Corporation Phone: 800-687-4453 Fax: Email : claims@gamcustom.com Web: https://www.greatamericaninsurancegroup.com/for-claims/report-a-claim/all-claims-contacts

COVERAGE(S): Aviation - Drone Coverage	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: American Commerce Insurance Company Policy Term: May 16, 2023 to May 16, 2024	Insurer/ TPA Name: American Commerce Insurance Company Phone: 877-224-5677 Fax: 508-949-9530 Email: Web: https://mcr.mapfreinsurance.com/claims/#/ReportClaim

COVERAGE(S): Aviation - Drone Coverage	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Central States Indemnity Company of Omaha Policy Term: May 16, 2023 to May 16, 2024	Insurer/ TPA Name: Central States Indemnity Company of Omaha Phone: 855-453-9675 Fax: Email: claimsnotice@bhspecialty.com Web: https://www.bhhc.com/

COVERAGE(S): Aviation - Drone Coverage	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Tokio Marine America Insurance Company Policy Term: May 16, 2023 to May 16, 2024	Insurer/ TPA Name: Tokio Marine America Insurance Company Phone: (469) 633 7500 Fax: (469) 633 7520 Email: claims@ussic.com Web: https://www.tmhcc.com/en-us/groups/ussic-aviation/ussic-aviation-claims

COVERAGE(S): Airport Liability	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: ACE Property and Casualty Insurance Company Policy Term: 5/8/2023 to 5/8/2024	Insurer/ TPA Name: ACE Property and Casualty Insurance Company Phone: 800-252-4670 Fax: 1-800-300-2538 Email: acecrs-claims@chubb.com Web: https://www.chubb.com/us-en/claims/commercial-claims.aspx

COVERAGE(S): Cyber Liability	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Arch Specialty Insurance Company, Fortegra Specialty Insurance Company, Fireman's Fund Indemnity Corporation, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC Policy Term: 5/8/2023 to 5/8/2024	Insurer/ TPA Name: Arch Specialty Insurance Company, Fortegra Specialty Insurance Company, Fireman's Fund Indemnity Corporation, Ascot Specialty Insurance Company, Certain Underwriters at Lloyd's, London, Chaucer Insurance Company DAC Phone: 1.833.866.1337 Fax: Email: claims@thecoalition.com Web:

COVERAGE(S): Umbrella, General Liability Including Employee Benefit Liability, Business Auto, Public Entity Employment, Public Entity Management Liability- Related Practices Liability	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Travelers Indemnity Company Policy Term: 05/08/2023 – 05/08/2024	Insurer/ TPA Name: Travelers Indemnity Company Phone: 1-800-238-6225 Fax: Email: Web:

Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Gallagher STEP



STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services, Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way.
Since 1927.

Please visit ajg.com/us/gallagher-step/ to learn more.

Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC.
(License Nos. 100292093 and/or 0D69293)

© 2023 Arthur J. Gallagher & Co. All rights reserved.
GG843790

Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.

ajg.com The Gallagher Way. Since 1927.



Insurance | Risk Management | Consulting

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (License Nos. 100292093 and/or 0D69293).

© 2023 Arthur J. Gallagher & Co. GP41579



National
Risk Control

Business Continuity & Resilience Services

Businesses face so many challenges in today's marketplace that can disrupt operations or interrupt a supply chain, including:

- Cyber attacks
- COVID-19
- Natural disasters

Having a plan in place and being prepared to successfully manage these situations should be a critical component of any operating model.

The turbulence of 2020, especially the global COVID-19 pandemic, revealed to many organizations just how underprepared they are to effectively respond to and recover from major business disruptions or crises.

Organizations suddenly found they had to deal with unprecedented direct and indirect challenges to their businesses, including major supply chain disruptions, sudden shifts in customer demand and increased cyberthreats since a large portion of the workforce was operating remotely.

However, the incidence of these types of threats was escalating well before COVID-19, as were threats posed by workplace violence, societal unrest and natural disasters as a result of climate change.

To make matters worse, organizations are now faced with increased costs for insurance coverage as a result of a hard market.

Building resilient and recoverable operations has proven to be more difficult than ever. Organizations often struggle to develop a comprehensive yet pragmatic business continuity management framework to identify, assess and manage threats/vulnerabilities.

Underpreparedness has consequences. A minor incident can escalate to a major crisis that can consume an organization, and impact its brand/reputation and financial results for months, if not years.

According to Oxford Metrica, "Of the companies that faced a crisis, on average, more than three-quarters experienced a 20%–30% drop in their stock price as a result of the way the incident was managed."

For companies to achieve long-term resilience, they must be agile enough to respond and recover from any crisis, regardless of its nature or origin.

If COVID-19 taught us anything, it is that the ability to recover critical business processes builds confidence among key stakeholders such as employees, regulators, customers, investors, the media, the public and insurers.

Resilient organizations manage uncertainty. As a trusted partner and advisor, Gallagher's **Business Continuity and Resilience Services** team works with organizations to first assess their level of business resilience and then develop custom programs to improve it. We have developed business continuity, crisis management, crisis communications and supply chain risk management programs for clients in virtually every industry.

Oxford Metrica study 2020



Gallagher **CORE360**® is our unique, comprehensive approach of evaluating your risk management program that leverages analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.

When evaluating potential crises you may face, it's important to focus on **Uninsured & Uninsurable Losses** to identify any risks you have that are either uninsured or uninsurable.

Business Continuity

A business continuity plan reduces the operational impact of an incident by directly targeting the recovery of an organization's value drivers—those business processes that directly drive revenue and reputation—and enables an organization to recover more efficiently and effectively following a major business disruption or crisis.

Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations and financial results, and provide the overarching framework for all response and recovery activities within the organization. Moreover, these plans improve coordination and accelerate decision-making at all levels of an organization in the event of a crisis.

Crisis Communications

Crisis communication plans communicate promptly, accurately and confidently to all stakeholders during an incident or actual crisis, and enable organizations to better coordinate internal and external global communications with media, employees, regulators, customers, investors and the public at large.



Insurance | Risk Management | Consulting

ajg.com The Gallagher Way. Since 1927.

Supply Chain Risk Management

A supply chain risk management program will help assess and manage third-party risks and vulnerabilities to ensure that products/services continue to be delivered both during and following a major disruption.

Leaders Where it Counts

Gallagher was founded on a culture of ethics, service and a common interest—doing what's in our clients' best interest, not ours. That's one of the reasons why Gallagher has been named as one of the World's Most Ethical Companies® by Ethisphere for ten consecutive years.

We are proud to be the only insurance broker to receive this recognition honoring companies who understand the importance of leading, making hard but values-based decisions, and exemplifying overall commitment to integrity.



Gallagher provides insurance, risk management and consultation services for our clients in response to both known and unknown risk exposures. When providing analysis and recommendations regarding potential insurance coverage, potential claims and/or operational strategy in response to national emergencies (including health crises), we do so from an insurance/risk management perspective, and offer broad information about risk mitigation, loss control strategy and potential claim exposures. We have prepared this commentary and other news alerts for general informational purposes only and the material is not intended to be, nor should it be interpreted as, legal or client-specific risk management advice. General insurance descriptions contained herein do not include complete insurance policy definitions, terms and/or conditions, and should not be relied on for coverage interpretation. The information may not include current governmental or insurance developments, is provided without knowledge of the individual recipient's industry or specific business or coverage circumstances, and in no way reflects or promises to provide insurance coverage outcomes that only insurance carriers control.

Gallagher publications may contain links to non-Gallagher websites that are created and controlled by other organizations. We claim no responsibility for the content of any linked website, or any link contained therein. The inclusion of any link does not imply endorsement by Gallagher, as we have no responsibility for information referenced in material owned and controlled by other parties. Gallagher strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources.

"World's Most Ethical Companies" and "Ethisphere" names and marks are registered trademarks of Ethisphere LLC. Arthur J. Gallagher & Co. named one of the World's Most Ethical Companies® for 2021.

© 2021 Arthur J. Gallagher & Co. | GGB40070

A Next Generation Engagement Solution

Gallagher Insight is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests

Insight can be accessed from any electronic device using a secure ID and password to login.



The Gallagher Way.
Since 1927.

ajg.com



Contractual Risk Compliance



Insurance | Risk Management | Consulting

Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**SM ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.



Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.*

Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

* Tier 2 model.



Learn More About CORE360™

Gallagher Verify is part of Gallagher CORE360, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

Tiers of service tailored to the needs of your organization

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

The Gallagher Way.
Since 1927.

ajg.com

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (License Nos. 100292093 and/or 0D69293).



4/18/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ___ - 2023

Introduced by Human Resources and Insurance: Supervisors Tollisen, Grasso, Hammond, Schopf, Veitch, Veitch, Wood

AUTHORIZING THE COUNTY'S INSURANCE COVERAGES THROUGH MAY 8, 2024 AND AMENDING THE 2023 COUNTY BUDGET IN RELATION THERETO

WHEREAS, Resolutions 156-2022 authorized the award of insurance coverages for the County through May 8, 2023; and

WHEREAS, the County's insurance agent, Arthur J. Gallagher & Co., formerly Cool Insuring Agency, Inc. ("Gallagher"), and the County's insurance broker, Marshall & Sterling, Inc., have recommended that the County continue its coverages with its current insurance carriers through May 8, 2024, on the basis that said carriers are providing the most competitive rates for the insurance coverages required by the County; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to accept the proposals of Cool Insuring Agency, Inc. and Marshall & Sterling, Inc. for the County's insurance coverages by the carriers listed below, through May 8, 2024, at a cost of \$1,179,076:

Coverage	Company	Limits	Deductible	Premium
Property	Chubb	\$318,745,314	\$25,000	\$268,373
Boiler/Machinery	Chubb	\$318,745,314	\$25,000	Included in Property
Inland Marine	Chubb	\$20,035,665	\$1,000	\$31,110
General Liability	Travelers	\$1M/\$3M	\$50,000	\$105,350
Public Officials Liability	Travelers	\$1,000,000	100,000	\$69,650
Law Enforcement Liability	Travelers	\$1,000,000	100,000	\$109,000
Airport Liability	ACE	\$20,000,000	None	\$14,712
Cyber Liability	Crum & Forster	\$1,000,000	100,000	\$73,013
Crime	Travelers	\$4,000,000	40,000	\$9,277
OCP	Travelers	\$1,000,000	None	\$750
Automobile	Travelers	\$1,000,000	\$50,000	\$205,797
Public/Mental Health LIP	Allied World	\$1M/\$3M	None	\$103,744
Public/Mental Health Excess	Allied World	\$1M/\$3M	None	\$54,033
Umbrella	Travelers	\$10,000,000	\$10,000	\$123,500
Drones	American Alternative Ins Corp	\$1,000,000	5%	\$5,747
Vet Professional	Evanston	\$1M/\$3M	\$2,500	\$5,020
			TOTAL:	\$1,179,076

; and it is further

RESOLVED, that an additional premium allowance in the amount of **\$15,000** is hereby authorized to cover aggregate premium charges resulting from changes to covered inventories, such as County vehicles and equipment, occurring prior to the policy renewal date of May 8, **2024**; and it is further

RESOLVED, that pursuant to Public Officers Law §11(2) this Board approves the form and sufficiency of the foregoing Crime policy issued as Policy Number 106291261 by Travelers Insurance Company in the amount of \$1,000,000 coverage for all County officers and employees, providing employee dishonesty coverage and faithful performance of duty coverage for said officers and employees as required by Public Officers Law §11, including those County Officers required to execute and file undertakings pursuant to the County Law of the State of New York; and it is further

RESOLVED, that a certified copy of this Resolution be attached to a copy of said Crime policy (Travelers Policy #106291261) and filed in the Office of the County Clerk; and it is further

RESOLVED, that the **2023** County Budget is amended as follows:

UNDER COUNTY ADMINISTRATOR

Increase Appropriations

Acct.: #A.14.991-8630 - Commercial Package Prem.	\$52,340
Acct. #A.14.991-8638 – Excess Liability Insurance	\$16,786

Decrease Appropriations

Acct. #A.14.991-8637 – Prof Special Liability	\$10,039
---	----------

Decrease Revenue

Acct.: #A.0599.B - Appropriated Fund Balance	\$59,087
--	----------

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT:

April 18, 2023 Regular Meeting

Motion to Adopt by Supervisor **Hammond**, Seconded by Supervisor **Barrett**

AYES:

NOES:

ABSENT:

Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Eric Butler (6500), Kevin Veitch (8004), Arthur M. Wright (1976), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361) Jonathon Schopf (19014.5), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808)



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Human Resources

DATE: 03/29/2023

COMMITTEE: Human Resources & Insurance

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Amending the Policies and Procedures Manual to revise the Administrative Benefits policy and process.

3. Specific Details on what the resolution will authorize:

Adding to the paragraph under (A.) Vacation and Personal Leave, below number three (3), to include the following:

The Human Resources and Insurance Committee Chair, in consultation with the Director of Human Resources, maintains the discretion to increase accruals upon appointment for the outside job candidates in difficult to fill positions.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted Yes

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Copy of the Administrative Benefits Policy

10. Remarks:

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted
Yes

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
N/A



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ²⁰²³ 157 - 2019

Introduced by Supervisors Wood, Grattidge, Johnson, Lucia, Peck, Veitch and Wright

See Back

**AMENDING THE POLICIES AND PROCEDURES MANUAL TO ~~REPEAL~~ ^{Revise}
~~AND REPLACE BOTH THE MANAGEMENT DEVELOPMENT AND~~
~~CONTINUING EDUCATION POLICY AND THE ^{Administrative} MANAGERIAL BENEFITS~~
~~POLICY WITH A NEW ADMINISTRATIVE BENEFITS POLICY~~**

WHEREAS, Resolution ¹⁵⁷⁻²⁰¹⁹ ~~330-82~~ adopted a manual of Policies and Procedures for the conduct of Saratoga County government; and

WHEREAS, since its adoption, the Board of Supervisors has enacted numerous amendments to the Manual; and

"Administrative Benefits"

WHEREAS, the Human Resources Department's ongoing review of the Manual has disclosed the appropriateness of revisions to update the County's "~~Managerial Benefits~~" policy, ~~and to combine said policy with the "Management Development and Continuing Education" policy into a single comprehensive policy defining the benefits to which non-union employees are entitled; and~~

? WHEREAS, copies of the proposed Administrative Benefits policy were provided to each member of this Board; and

? WHEREAS, the implementation of legislative revisions to the Policies and Procedures Manual requires the approval of this Board; now, therefore, be it

RESOLVED, that the following sections of the Saratoga County Policies and Procedures Manual are hereby repealed:

<u>CHAPTER</u>	<u>SECTION</u>	<u>TITLE</u>	<u>ADOPTED</u>	<u>LAST REVISED</u>
4	L	Management Development and Continuing Education Policy	9/27/1999	4/18/2017
4	TL	Managerial Benefits <i>Administrative</i>	9/21/1984 <i>7/16/2019</i>	9/15/2009 <i>7/16/2019</i>

and, be it further

~~the~~ RESOLVED, that the Saratoga County Policies and Procedures Manual is hereby amended to add ^{update} a new Administrative Benefits policy as set forth in the policy revisions distributed to this Board, to be incorporated in the Manual as follows:

<u>CHAPTER</u>	<u>SECTION</u>	<u>TITLE</u>	<u>ORIGINALLY ADOPTED</u>
4	L	Administrative Benefits	New <i>7/16/2019</i>

and, be it further

RESOLVED, that the Human Resources Department shall distribute copies of these amendments to all County departments and agencies.

BUDGET IMPACT STATEMENT: No budget impact.

* Amending the Policies and procedures Manual
to Revise the Administrative Benefits
Policy and Process.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 157 - 2019

Introduced by Supervisors Wood, Grattidge, Johnson, Lucia, Peck, Veitch and Wright

AMENDING THE POLICIES AND PROCEDURES MANUAL TO REPEAL AND REPLACE BOTH THE MANAGEMENT DEVELOPMENT AND CONTINUING EDUCATION POLICY AND THE MANAGERIAL BENEFITS POLICY WITH A NEW ADMINISTRATIVE BENEFITS POLICY

WHEREAS, Resolution 330-82 adopted a manual of Policies and Procedures for the conduct of Saratoga County government; and

WHEREAS, since its adoption, the Board of Supervisors has enacted numerous amendments to the Manual; and

WHEREAS, the Human Resources Department's ongoing review of the Manual has disclosed the appropriateness of revisions to update the County's "Managerial Benefits" policy and to combine said policy with the "Management Development and Continuing Education" policy into a single comprehensive policy defining the benefits to which non-union employees are entitled; and

WHEREAS, copies of the proposed Administrative Benefits policy were provided to each member of this Board; and

WHEREAS, the implementation of legislative revisions to the Policies and Procedures Manual requires the approval of this Board; now, therefore, be it

RESOLVED, that the following sections of the Saratoga County Policies and Procedures Manual are hereby repealed:

<u>CHAPTER</u>	<u>SECTION</u>	<u>TITLE</u>	<u>ADOPTED</u>	<u>LAST REVISED</u>
4	L	Management Development and Continuing Education Policy	9/27/1999	4/18/2017
4	T	Managerial Benefits	9/21/1984	9/15/2009

and, be it further

RESOLVED, that the Saratoga County Policies and Procedures Manual is hereby amended to add a new Administrative Benefits policy as set forth in the policy revisions distributed to this Board, to be incorporated in the Manual as follows:

<u>CHAPTER</u>	<u>SECTION</u>	<u>TITLE</u>	<u>ORIGINALLY ADOPTED</u>
4	L	Administrative Benefits	New

and, be it further

RESOLVED, that the Human Resources Department shall distribute copies of these amendments to all County departments and agencies.

BUDGET IMPACT STATEMENT: No budget impact.

ADMINISTRATIVE BENEFITS

Purpose:

The purpose of this policy is to define the County employee benefits to which non-union employees are entitled.

Policy Statement:

Management employees are salaried, and *may be* on call according to need and/or emergency. They are not eligible for overtime pay or compensatory time.

Applicability:

This policy encompasses management and confidential employees who are not eligible to be part of a Collective Bargaining Agreement including but not limited to: Department Heads, Deputy Department Heads/1st Assistants and those that serve within the Management Compensation Schedule as administrative personnel.

Elected officials and the Commissioners of Election and their Deputies shall only be entitled to receive the health insurance and retirement benefits that are outlined within this policy.

Management employees, elected officials and Commissioners of Election and their Deputies shall be advised of this policy during orientation by the Human Resources Department at the start of employment.

Administrative Benefits:

A. Vacation and Personal Leave

Employees under the Management Compensation Schedule shall accrue vacation and personal time when first appointed into the position in the following manner:

1. Directors/Heads of County departments – 15 vacation days and 4 personal days. After completion of 11 years of service, 20 vacation days and 4 personal days.
2. Deputy Directors/First Assistants – 15 vacation days and 4 personal days. After completion of 11 years of service, 20 vacation days and 4 personal days.

3. All other employees in the Management Compensation Schedule – 10 vacation days and 4 personal days. At the completion of 7 years of service, 15 vacation days and 4 personal days; and at the completion of 11 years of service, 20 vacation days and 4 personal days.

An employee who is promoted into a position in the Management Compensation Schedule may be eligible for additional vacation time due to the promotion. If an employee is due additional time, it will be given to the employee at the time of the promotion.

add →
B. Bereavement Leave

Immediate Family Member

Full-time management employees shall be allowed to be absent without loss of pay, by reason of each death of an immediate family member for the equivalent of 4 consecutive work days dating from the death of the member. For purposes of this section, the term "immediate family member" shall mean a parent, brother, sister, spouse, child, step-parent or step-child.

Close Relative

Full-time management employees shall be allowed to be absent without loss of pay, by reason of each death of a close relative for two consecutive work days dating from death of the relative. For purposes of this section, "close relative" shall be defined as a great-grandparent, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of an employee.

Reserving Days for Use

At the management employee's request and with the prior approval of the Director of Human Resources or his/her designee, two (2) bereavement days may be reserved for a later date.

Commencement Date

Bereavement time starts when the management employee leaves work. If the employee works the entire day on which the immediate family member or close relative died, the employee's bereavement time begins on the next work day.

C. Sick Time

1. Full-time management employees will accrue sick leave at the rate of one sick day for each month worked. Management employees may accumulate sick leave to a maximum of 360 days.
2. When a management employee finds it necessary to be absent from work due to illness, "same day" notice should be given to the appropriate Department Head or, in the case of a Department Head's illness, to the County Administrator. Whenever the illness of a management employee will cause him or her to exceed accrued sick leave, the County Administrator must be notified. In the event the management employee will be out of work in excess of five (5) days, the employee must submit a written request for a leave of absence to his/her Department Head, or the County Administrator, if applicable, subject to the final approval of the Director of Human Resources.
3. In the event that a management employee has a balance of sick leave at the time of his/her retirement, the sick time may either be applied toward retirement benefits or the dollar value may be used by the management employee to pay his/her portion of the employee's monthly health insurance premium as follows:

Any sick time through 100 days – 50% of the total may be used
If between 100 days and 200 days - 75% of the total for all days through 200 days
If over 200 days to the max of 360 days - 100% of the total for all days through 360 days

In the event that a retiree who has exercised the option to use the value of the sick time to pay for his/her insurance premiums dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the County health insurance plan (paying the full premium cost) until the exhaustion of such account.

Chapter 4
Section L
Page 1
Date: 7/16/19
Opr: Human Resources
Res: 157-2019

In the event such management employee dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death may be credited to an account for the payment of the full premium cost of the County health insurance plan for the deceased's surviving dependents using the same schedule as provided above. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving spouse the right to continued coverage free of charge.

4. Upon completion of fifteen (15) years of service, a management employee who has at least twenty-eight (28) sick days accrued may convert three sick days to five vacation days. The management employee must give notice to the Human Resources Department at least 30 days prior to the employee's anniversary date if such benefit is wanted.
5. A management employee with less than 15 years of service who has a minimum of 150 sick days may convert five (5) sick days to five (5) vacation days on his/her anniversary date. The management employee must give notice to the Human Resources Department at least 30 days prior to the employee's anniversary date that the employee is electing to take such benefit.

D. Health Insurance Coverage

All full-time management employees, elected officials and the Commissioners of Election and their Deputies are eligible for health insurance coverage as follows.

Elected officials, the Commissioners of Election, and all Department Heads regardless of when they were hired shall be eligible for health insurance coverage in retirement with ten years of full-time service. The County must have been notified by the New York State Retirement System that the elected official or Department Head has filed for retirement in order for the employee to be eligible for this benefit: being retirement age and leaving employment alone do not fulfill the necessary requirements.

Other management employees who were hired prior to January 1, 2014, and the Deputy Commissioners of Election, must have ten years of full-time service to be eligible for health insurance coverage in retirement. Those management employees (excluding Department Heads) who were hired on or after January 1, 2014 must have 20 years of full-time service with the County to be eligible for

health insurance benefits, unless the employee is granted disability retirement, in which case the employee would need 15 years of service with the County to be eligible. The County must have been notified by the New York State Retirement System that the employee has filed for retirement in order for the employee to be eligible for this benefit: being retirement age and leaving employment alone do not fulfill the necessary requirements.

E. Retirement

All full-time management employees, elected officials and Commissioners of Election and their Deputies are required to join the New York State Retirement System. Membership is optional for any other management employees.

F. Management Development and Continuing Education

All full-time permanent management employees are eligible for continuous education assistance.

To qualify for assistance, the management employee must meet the following criteria:

1. Prior approval of the Department Head must be obtained prior to taking any courses tuition assistance will be requested for. In the event that the Department Head is the management employee requesting tuition assistance, prior approval must be obtained by the County Administrator.
2. Courses taken should be beneficial to both the employee and Saratoga County. It is not required that the employee take degree seeking courses. Required electives will qualify for assistance when part of the recognized degree program.
3. Reimbursement is contingent upon the employee receiving a grade of "C" or better in each course reimbursement is being requested for. For courses graded on a pass/fail basis, the employee must receive a pass. In the event tuition reimbursement is approved for a single course in which the employee receives a certification, reimbursement is contingent upon providing proof of receipt of the certification.

Specific Reimbursement Information:

1. Reimbursement will be paid at an 80/20 ratio with Saratoga County reimbursing 80% of the cost of tuition and the management employee being fully responsible for 20% of the cost.
2. The maximum tuition reimbursement available to a management employee for the duration of their employment with the County is capped at \$10,000.
3. In the event that the management employee terminates employment with Saratoga County prior to two (2) years after his/her most recent tuition reimbursement, the employee will be required to pay back the tuition received in the last two (2) years. As part of the reimbursement application, the employee must execute a written agreement to reimburse the County for any tuition paid within the two (2) years prior to the employee's departure from the County's employment. The County Attorney's Office will be responsible for collection.

The Procedure for Requesting Reimbursement Is as Follows:

1. The management employee must submit a written request for reimbursement to his/her Department Head, or in the case of a Department Head to the County Administrator, prior to beginning the course(s). The request must include the title(s) of the course(s), how each course relates to his/her position with the County, that tuition reimbursement is requested and that the employee is aware that if he/she leaves employment within two years of receiving tuition reimbursement, he/she will be responsible for reimbursing the County for all money paid by the County.
2. The Department Head or in the case of a Department Head the County Administrator, will evaluate the request based on the appropriateness of the course(s) and the availability of funds, and will either approve or deny the request.
3. Upon completion of the course(s), in order to obtain reimbursement, the management employee will submit a voucher, copy of a paid receipt for tuition and a transcript of his/her grade(s) or a copy of the certificate(s) achieved to the Department Head, or in the case of a Department Head to the County Administrator, for approval.

Chapter 4
Section L
Page 7
Date: 7/16/19
Opr: Human Resources
Res: 157-2019

4. The voucher will be forwarded to the County Auditor and the funds will be taken from the Departmental 7008 (Tuition Reimbursement Account).

G. Severance Pay

Management employees who are retiring shall be compensated based upon total years of service to the County at the rate of two weeks' pay to such employees with more than ten years of service and three weeks' pay to management employees with more than fifteen (15) years of service.

H. Former Department Heads who Return to County Employment

When a Department Head, who has served over a ten-year period in the position of Department Head, leaves County service and then returns to Saratoga County as a Department Head beyond the standard 90 day period for restoration of benefits, the Chair of the Board of Supervisors, the County Administrator and the Director of Human Resources may authorize these benefits be restored.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Public Defender

DATE: 03/24/23

COMMITTEE: Human Resources & Insurance

This column must be completed prior to submission of the request.

1. Is a Resolution Required:

2. Proposed Resolution Title:

Accepting the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant for Public Defender, Conflict Defender and Assigned Counsel Program 18B for \$750,000 for three years.

3. Specific Details on what the resolution will authorize:

See attachment B

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

- Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted A.26.000-6000 A.28.000-6000
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date **When the grant is finalized**

Salary and grade **\$96,072.00**

b. Is a new employee being hired? Y N

Effective date of employment **When the grant is finalized**

Salary and grade **\$96,072.00**

Appointed position: **yes**

Term **12/31/23, than every year after**

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

Yes

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

Office of Indigent Legal Services

c. Amount of grant:

\$750,000, \$250,000 per year for three years

d. Purpose grant will be used for:

Improve the quality of representation to eligible parent in child welfare cases. See attachment C

e. Equipment and/or services being purchased with the grant:

2 hires 1 for the PDO and 1 for the CDO

f. Time period grant covers:

1/1/23 - 12/31/25

g. Amount of county matching funds:

none

h. Administrative fee to County:

none

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other _____

10. Remarks:

Contract for the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction grant - Saratoga County

Blair, Jami (ILS) <Jami.Blair@ils.ny.gov>

Tue 1/17/2023 10:59 AM

To: Steve Bulger <SBulger@saratogacountyny.gov>

Cc: Blumenberg, Andrew <ABlumenberg@saratogacountyny.gov>; George Conway <gconway@saratogacountyny.gov>; Dawn Phillips <DPhillips@saratogacountyny.gov>. • Damiano, Dina <DinaDamiano@saratogacountyny.gov>; Samantha Kupferman <SKupferman@saratogacountyny.gov>; Warth, Patricia (ILS) <Patricia.Warth@ils.ny.gov>; Phillips, Burton (ILS) <burton.phillips@ils.ny.gov>; Colvin, Jennifer (ILS) <Jennifer.Colvin@ils.ny.gov>; McCarthy, Lucy (ILS) <Lucy.McCarthy@ils.ny.gov>; Papanicolaou, Petros (ILS) <Petros.Papanicolaou@ils.ny.gov>

(J 1 attachments (884 KB))

O-Contract-2ndUFD-Saratoga-#C2NDUFD40.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Bulger,

The Office of Indigent Legal Services is very pleased to send you the attached contract in the amount of \$750,000.00 for your review and approval. It reflects the funds that have been awarded to Saratoga County by virtue of the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction competitive grant authorized by the Indigent Legal Services Board. It includes a Budget and Work Plan designed to implement the proposal Saratoga County submitted in response to ILS' Request for Proposals to develop new, innovative programs and practices to improve the quality of representation provided to parents in child welfare matters.

As with previous ILS contracts, a unique contract number was assigned to this agreement by ILS. This number begins with a "C" and should also be referenced in all correspondence, claims for payment, and inquiries.

Two (2) original signed and notarized copies of the entire contract package must be returned for processing to the following address:

Jennifer Colvin
Manager of Grant Solicitation and Distribution
Office of Indigent Legal Services
A. E. Smith Office Bldg., 11th
Floor
80 South Swan St.
Albany, NY 12210

When the signed contracts are received, they will be reviewed and then signed by ILS Director, Patricia Warth. The fully executed contract will then be forwarded to the Attorney General and the State Comptroller, respectively, for final review and approval. We anticipate that the approval process will take approximately four weeks. When we receive the fully executed and approved contract from the State Comptroller, we will transmit an electronic copy to the person named in the contract as the contact.

Thank you for the cooperation that you have shown during this grant process. Should you have any questions, please do not hesitate to contact myself or Jennifer Colvin.



Jamison Blair

Assistant Counsel

New York State Office of Indigent Legal Services

80 S Swan St, Ste 1147, Albany, NY 12210 www.ils.ny.gov

(518) 935-7284 | jami.blair@ils.ny.gov | he/him/his

Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload

Reduction Grant Sent to RFP@ils.ny.gov

1. *Requesting County:* Saratoga County

2. *Authorized County Official*

Andrew C. Blumenberg, Public Defender

40 McMaster Street

Ballston Spa New York 12020.

Phone (518) 884-4795

Fax: (518) 884-4789

ablumenberg@saratogacountyny.gov

3. *Fiscal Intermediary*

Matt Rose, County Administrator's Office

40 McMaster Street

Ballston Spa New York 12020

mrqse@saratogacountyny.gov

4. *Amount of funding requested:* \$750,000.00 (\$250,000.00 per year for three years).

Concise Summary: The Saratoga County Public Defender's Office would utilize the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant to hire two additional Family Court Attorneys to represent clients in Saratoga County Family Court. One position would be in the Public Defender's Office, and one position would be in the Conflict Defender's Office. Any additional funding over what is required for the new attorney positions, would be used to defray costs of experts, evaluations and other case services for both offices.

Increasing staffing in both offices would allow the attorneys more time for each client. Having more staff would also allow each attorney more time to attend trainings that will better our practices and would permit our offices to allow intakes at the beginning of CPS investigations, rather than limiting our representation until petitions are filed in court. More staffing would ensure we can meet the court's request that attorneys be present at any appearance under Article Ten of the Family Court Act where the Department of Social Services is requesting relief that would impact our clients' rights to their children. The caseload has swelled so much in Saratoga County that the legislature has added another position for Family Court Judge in this county to handle the high caseload. Both the Office of the Public Defender and the Conflict Defender's Office have requested funding from the county for an additional attorney in each office to cover the dramatically increased caseload, and to have enough staff to cover the multiple calendars running simultaneously in Family Court.

In 2021 the Office of the Public Defender opened 970 cases for 876 clients in Family Court, which were handled by the three full time Attorneys who cover Family Court. The Conflict Defender's Office opened 329 cases for 273 clients in that same time frame. So far in 2022 the Office of the Public Defender has opened 688 cases for 644 clients in Family Court, while the Conflict Defender's office has opened 375 cases for 269 clients. Both offices are on pace to exceed the number of cases opened in 2021 and our staffing has remained stagnant during this time. Currently each of the Public Defenders carry a caseload of about 100 clients each, and the Conflict Defender's Office main Family Court Attorney carries a caseload of around 120 cases handled primarily by one attorney. In the Public Defender's Office Our combined caseload has fluctuated between 270 total cases and 330.

Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction Grant Received by 9.14.2022 at 5:00 p.m. Email to RFP@ils.ny.gov

II. PROPOSAL NARRATIVE

A. Plan of Action

1. The largest barrier to providing high quality parental representation for the Attorneys practicing in Saratoga County Family Court is the volume of clients that the Office must provide representation for. In Calendar year 2021 Office of the Public Defender opened 970 cases for 876 clients and the Conflict Defender's office opened 329 cases for 273 clients. So far in calendar year 2022 (until September 2, 2022) the Office of the Public Defender has opened 688 cases for 644 clients, and the Conflict Defender's Office has opened 375 cases for 269 clients. Both offices are on pace to exceed the number of cases opened in 2021 substantially. In the Office of the Public Defender the three attorneys who work in Family Court represent between 90 and 110 clients each. In the Conflict Defender's Office there is one full time attorney who carries over 120 clients. In both offices, representation for each client often includes several filings, with many petitions, sometimes covering Family Offense, Custody, Support, Neglect, Abuse, Paternity and even Termination of Parental rights, all for one client. Last year the County Attorney's office in our county added another Attorney to deal with the case increase in volume in Family court. This year the New York State Legislature approved a position for a third Family Court Judge in Saratoga County to start on the bench in January 2023 due to the increased volume of cases in Saratoga County. The increased eligibility for Family Court representation as well as a population increase for this Saratoga County, has resulted in increased filings and therefore increased assignments in Saratoga County.

Currently we are only assigned when a case comes before the court and not before. Through the Court's own initiative, counsel is required at any appearance where the Department of Social Services is requesting emergency relief. This representation is covered primarily through the Office of the Public Defender, secondarily through the Conflict Defender's Office, and lastly through the Saratoga County Assigned Counsel Program. This is a positive change for the litigants who previously did not have representation at these proceedings, but poses a further challenge for all three offices to find attorneys to appear on extremely short notice. As there is no consultation or representation prior to this initial appearance, both the Attorneys and the litigants are trying to repair any damage to the case done before the litigant had counsel. We are also trying to rapidly build trust with individuals who are facing the most horrible of consequences for parents, losing their children.

Both the Office of the Public Defender and the Conflict Defender's Office would need more staffing to be able to assist families pre-petition. With the addition of attorneys in both offices that would reduce our caseloads to the recommended 50-60 clients per attorney, the attorneys would be able to offer representation to litigants at the onset of the investigation.

Within the Office of the Public Defender we have the benefit of a full time paralegal and use of an staff social worker who assists available to all clients of the office of the Public Defender. Both the staff social worker and the Paralegal enhance the services that each attorney can offer within our office. Outside of our office, the Conflict Defender's Office does not have the benefit of these supports, and the Attorneys assigned through Saratoga County Assigned Counsel Program also do not have these resources, unfortunately, there are not funds available at this time to address this.

2. The addition of a full-time attorney in both the Office of the Public Defender and in the Conflict Defender's Office is the most important change that can be made to improve the representation of the litigants represented by these offices. Both the Office of the Public Defender and the Conflict Defender's Office have requested funding for one additional Attorney each from Saratoga County in their annual budget requests. We are hopeful that these requests will be approved. The addition of two Attorneys to each office, both the Office of the Public Defender and the Conflict Defender's Office would divide our current caseloads to 50-60 clients per attorney. This reduction would greatly increase the time each Attorney could devote to each individual client in turn.

With increased staffing both the Office of the Public Defender and the Conflict Defender's Office would accept applications for representation of individuals who are facing an investigation from child protective services. The applications for counsel would go through the same conflicts check process that our cases go through which should place each client with an Attorney who can continue to represent them throughout the life of the case. This would allow for trust to be established early on, and should assist clients (and their families) avoid unnecessary removal proceedings. When representation attaches early, Attorneys can assist their clients obtain exonerating services, evaluations and tests ahead of our court proceedings. Often having these services in place or evidence to negate accusations of Child Protective Services at the initial court appearance can avoid a removal. Attorneys can also assist the clients come up with plans to address safety concerns that keep children home or with other family and out of foster care whenever possible.

The Office of the Public Defender recently assisted on a case where an infant had been removed from a family on an emergency basis because they had previously lost an

infant child to SIDS and refused to work with Child Protective Services. The only services needed were for the family to utilize a lactation specialist and to sign a caretaker agreement not to co-sleep with the child. This family lost three days with their infant child which likely could have been avoided if counsel had been available to consult with ahead of time. Unfortunately, pre-petition consultation and representation is not something that our offices can assist with without additional staffing.

Within the Office of the Public Defender we have the benefit of a full time paralegal and use of an staff social worker who assists available to all clients of the office of the Public Defender. Both the staff social worker and the Paralegal enhance the services that each attorney can offer within our office. With five full time Attorneys in addition to this support staff, we will be able to utilize fully their services to the benefit of our clients. Outside of our office, the Conflict Defender's Office does not have the benefit of these supports, and the Attorneys assigned through Saratoga County Assigned Counsel Program also do not have these resources. Unfortunately, with the level of funding available currently, it is not possible to staff the Conflict Defender's Office with a paralegal or social worker, nor is contracting out for the Conflict Defender's Office or the Saratoga County Assigned Counsel Program an option at this time.

Additional Attorney staffing in both offices will enhance the quality of representation for all clients further by increasing Attorney Availability for trainings to stay on the cusp of legal research and parental defense. Now is an ideal time to add attorneys to both offices as the currents staff in both offices is highly experienced and would be able to share that experience with any new Attorney hires. The newest full time Attorney in the Office of the Public Defender has been practicing for ten years,

eight in Family Court. The Other Attorneys in the Office of the Public Defender that work in Family Court have eleven and twenty- two years of experience practicing in New York Family Courts. The Conflict Defender's Office Family Court Attorney has well over four decades of experience in Family Court. Both offices are ideally staffed to share their knowledge with new hires at this time and train the Attorneys on the job. The new Attorney positions would be strongly encouraged to attend all of the New York Defender's Association trainings available for Family Court representation and in particular, for representation of Parents in Article ten matters.

Some funding would be allocated to fund services that will assist clients in their cases. Things like drug tests, mental health or psychological evaluations, could be covered by the additional funding for cases arising from either office or the Saratoga County Assigned Counsel Program. Some of the additional funding could be utilized to defray the costs of training to improve Parental Representation for Attorneys working on the Saratoga County Assigned Counsel Program.

3. Under this plan the Providers of Mandated Family Court Representation are the Office of the Public Defender, the Conflict Defender's Office and the Saratoga County Assigned Counsel Program Administrator and attorneys. The Office of the Public Defender will still be the entry point to assess eligibility and forward cases if needed to the Conflict Defender's Office or the Saratoga County Assigned Counsel Program Administrator. The three current full-time attorneys for the Office of the Public Defender and Attorney for the Conflict Defender's office will divide their caseloads with the additional staff to bring caseloads to the levels recommended by the Interim Report of the Commission on Parental Representation 2019 recommended standards for Family Court representation. The experienced attorneys will assist in training the Attorneys and dividing up the

current caseload. All attorneys will participate as requested in stakeholder meetings with the County Attorneys, the Family Court Judges and court support staff.

4. The current staff of the Office of the Public Defender, the Conflict Defender's Office and the Saratoga County Assigned Counsel Program administrator will develop guidelines for pre-petition case intakes so the intake process is not overly burdensome to the administrative staff that will be responsible for processing these intakes. The administrative staff that processes these applications will be consulted along with her Family Court counterpart to create the protocols for these pre-petition filings coming in. The new Attorney Positions will receive mentoring as needed depending on their work experience. All new Attorney hires will be encouraged or required to attend Parental Representation trainings conducted by the New York State Defender's Association.
5. For the Office of the Public Defender there are three full time Attorneys who cover Family Court. We have one paralegal who assists all three of us, as well as the support of the staff social worker. There are also two administrative staff in our office one who processes all applications for criminal and Family Court. These individuals plus the two new full time Attorneys from county funding and one through this grant will implement the changes outlined in this grant. They will implement pre-petition advice and representation and more comprehensive representation as client numbers are reduced.

The Conflict Defender's Office currently consists of one full time Family Court Attorney, there is one administrative assistant that assists the entire office. These individuals plus the two new full time Attorneys one from county funding and one through this grant will implement the changes outlined in this grant. They will implement pre-petition advice and representation and more comprehensive representation as client numbers are reduced.

The Saratoga County Assigned Counsel Program Administrator would inform the Attorneys who work under the Saratoga County Assigned Counsel Program of any trainings available to them that would improve their representation of Family Court litigants. The Saratoga County Assigned Counsel Program Administrator would continue to assign cases that the Office of the Public Defender and the Conflict Defender's Office could not provide representation for.

6. This office was able to hire one additional Attorney and one full time paralegal for Family Court back in 2019. The Office of the Public Defender knows the impact of another person handling some of the caseload can have on each case handler's workload has. The Office of the Public Defender consulted with the Conflict Defender's Office and the Saratoga County Assigned Counsel Program administrator in drafting of this grant. The staff will check in on a quarterly basis to ensure that the caseloads are remaining in the appropriate zones according to recommendations, and will continually raise awareness of the change in representation attaching pre-petition.
7. The Office of the Public Defender and Conflict Defender's Office has poured over the client and case numbers over the last two years and is confident that the addition of two full time attorneys per office would be more than sufficient to comport with the ILS standards for Parental Representation.

B. Data Collection Performance Measurement and Evaluation

8. By adding a two Attorneys to each office, all providers total caseloads would decrease 50-60 per handler. We will utilize PDCMS to analyze caseloads on a quarterly basis to make sure that caseloads are in line with the recommendations.
9. As a result of reduced caseloads, each Attorney will be able to assist clients pre-petition. We will measure the number of individuals assisted in this manner through PDCMS. It is

also expected that each Attorney would be able to have more client contact with each of their clients, though that is hard to quantify and to measure. Each Attorney would also have more time to do legal research, engage in motion practice, draft more petitions or amended petitions for their clients. We do not have baseline numbers for drafting, though that could be identified in our client files where these drafting were completed for clients. What would be very difficult to identify going backwards is the instances where we were unable to file a motion or petition in writing on behalf of our client and the client would have benefitted from that written motion. We can track that moving forward to show the quality of representation and drafting going forward.

10. We would utilize PDCMS to collect the data about pre-petition representation. We will consult with the PDCMS gurus to see if we can add a field to capture information about motions and petitions filed for each client. In the alternative we will collect this information from each Attorney individually. In order to monitor the program, we will have to check our caseload levels on at least a quarterly basis. For the first three months with the new hire we will likely have to check caseloads once per month to make sure the on-boarding process goes smoothly, and the cases are equitably distributed. We will also have monthly meetings with all four family court providers to check in with the current caseloads, assist one another with case coverage, and to identify cases that are problematic and likely to need more resources (time, evaluations or research). At these meetings we will identify if caseloads are continuing to spike or coming down to more manageable levels.

Applicant Capability and Personnel

11. Attorney Stitt will assist Andrew Blumenberg, the Saratoga County Public Defender, in the implementation of this grant. Public Defender Blumenberg has 27 years of

experience working for the Office of the Public Defender, 6 years as first assistant and 3 years as the Public Defender. Attorney Blumenberg has been at the helm of the Saratoga County Public Defender's Office for the majority of the implementation of a grant to provide caseload relief for the attorneys providing representation for clients in criminal matters. He has overseen the hiring of eight attorneys and one secretary for this process, and has managed all of the caseload re-allocation as new hires have come on for our criminal division. Attorney Stitt will organize the monthly and then Quarterly meetings to facilitate this grant and will create a protocol for data collections that is feasible for all attorneys. Attorney Stitt has specialized in Family court work and especially parental defense for over eight years. She previously worked at the Legal Aid Society of Northeastern New York, where she not only worked as a Senior Staff attorney, defending parents in Family court, but also took an active role on committees within the organization. She has experience with data collection and reporting under previous grants she has worked on, and she has experience with assessing a project and making real time adjustments to the project to provide corrections if necessary.

The Lead Person in the Conflict Defender's Office it would be the Conflict Defender George Conway assisted by Samantha Kupferman. Attorney Conway has been practicing law for thirty years. After two decades in private practice, he has spent the last eleven years in the public sector, all for Saratoga County. He began working for Saratoga County as an Assistant County Attorney, then worked as a Labor Attorney for Saratoga County, and for the last several years he has been the Conflict Defender for Saratoga County. Attorney Conway overseen the Conflict Defender's Office through its creation and has managed the two Attorneys in his office (one Family Law one Criminal Law Attorney) and one support staff while handling a caseload himself. Attorney

Conway has experience in budget management, hiring, and caseload management. Ms. Kupferman has worked for the Conflict Defender's Office for several years. Ms. Kupferman is experienced with case management, and adept at running reports through PDCMS. Ms. Kupferman will assist in running all reports necessary to implement this grant.

For the Saratoga County Assigned Counsel Program Administrator Dawn Phillips would be the lead person. She has been administering the Saratoga County Assigned Counsel Program for several years. Attorney Phillips has developed contacts with the Assigned Counsel provider list and the local courts. She is able to find representation often with minimal notice through these contacts. Attorney Phillips has also managed the Counsel at First Appearance on call schedule for all local courts. She has ensured there are Attorneys on call for all off hours arraignments for all of Saratoga County. Attorney Phillips will spearhead coordination of providers through the Saratoga County Assigned Counsel Program to ensure they benefit from training and supports provided by this grant. Prior to becoming the administrator of the Assigned Counsel Program, Attorney Phillips spent twenty-three years in private practice. Attorney also served as an Executive Board Member for two local not-for-profit organizations.

12. The Office of the Public Defender, the Conflict Defender's Office and the Saratoga County Assigned Counsel Program Administrator communicated by email regarding this grant application, and they met face to face to discuss what would be the best use of the grant monies available to improve the representation of litigants, especially Parents, in Saratoga County. All providers involved in this application are dedicated to the improvement of representation for parents in our county.

III. Budget & Cost

13. Please see attached Budget form

14. Personnel costs would utilize the vast majority of funds available from the grant. The Budget is mainly covering the Personnel cost of adding one attorney to both the Office of the Public Defender and to the Conflict Defender's Office. The Salary and Benefits are delineated by Saratoga County as the Salary for an attorney and the cost of benefits. All full-time attorneys employed by Saratoga County, whether for the District Attorney's Office, County Attorney's Office, Office of the Public Defender or Conflict Defender's Office, have the same starting salary and same cost of benefits. Reducing caseloads is the primary objective of this grant request, as that will have the most significant effect on the quality of parental representation offered by the assigned counsel providers in Saratoga County. The addition of two full time attorneys to both the Office of the Public Defender and the Conflict Defender's Office would be a welcome addition to these offices and an essential component of caseload relief.

Once two full time attorneys are added in both the Conflict Defender's Office and the Public Defender's Office both offices would have the personnel to assist clients pre-petition. It is expected that this pre-petition assistance would benefit our clients, as well as the courts, by pre-empting Child protective Services before petitions are filed. This should build trust and rapport between litigants and assigned counsel, and any issues that can be addressed prior to a court appearance will be. This should simplify the

cases that come before court as well as reduce the total number that rise to the level of needing court intervention.

The Additional Funding for Saratoga County Assigned Counsel Program Case handlers would be for additional training costs for those case handlers, or for evaluative services, lab fees, drug tests, service fees, or expert witness fees for cases handled through the Saratoga County Assigned Counsel Program. The priority of that funding would be first and foremost to train and support the Attorneys working through the Saratoga County Assigned Counsel Program for any training or support services that would enable these attorneys to better represent their clients particularly in Article 10 cases.

The Funding for Evaluative Services, Lab Fees and Drug tests would be available to both the Office of the Public Defender and the Conflict Defender's Office to defray costs for our clients who need drug tests, substance abuse evaluations or mental health evaluations for Article 10 cases.

Miscellaneous legal Expenses, Service Fees etc. would be available to both the Office of the Public Defender and the Conflict Defender's Office to defray costs associated with service of process fees for Article 10 cases.

Expert Witness Fees would be available to both the Office of the Public Defender and the Conflict Defender's Office to defray expert witness costs for Article 10 cases. This funding will supplement the county budgeted amount for those services- not supplant. We do not have nearly enough funding allocated for these services currently, we have gone through over \$20,000 in forensic psychological evaluations alone this

year, so any amount we can add to the resources will assist in our representation of our clients.

15. The administrators of the grant within each office will monitor the expenditures of the grant on a quarterly basis to ensure that the project stays within Budget. Due to the salaried nature of the Attorney Positions, minimal monitoring will be needed for Attorney Salaries and benefits, simply a confirmation each year that the increased costs will stay in line with the budget.

Appendix A Proposed Budget

Saratoga County Upstate Model Family Representation Grant Proposed Budget			
Andrew Blumenberg, Public Defender			
(518)884-4795			
pd@saratogacountyny.gov			
Line Item	Year one	Year two	Year three
Personnel			
Assistant Public Defender Attorney Salary	94,500.00	96,500.00	98,500.00
Assistant Public Defender Attorney Benefits	23,400.14	25,246.14	26,246.14
Assistant Conflict Defender Attorney Salary	94,500.00	96,500.00	98,500.00
Assistant Conflict Defender Attorney Benefits	23,400.14	25,246.14	26,246.14
Personal Service Subtotal	235,800.28	243,492.28	249,492.28
Contractual/ Per Diem Services			
Additional Funding for 18B Casehandlers	7,199.72	1,000.00	0.00
Funding for Evaluative Services, Lab Fees, Drug Tests	3,000.00	2,500.00	0.00
Miscellaneous legal Expenses, Service Fees etc.	2,000.00	1,500.00	0.00
Expert Witness Fees	2,000.00	1,507.72	507.72
OTPS Subtotal	14,199.72	6,507.72	507.72
Totals per year	250,000.00	250,000.00	250,000.00
Total Three-Year Budget			750,000.00

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C2NDUFD40</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Saratoga, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Saratoga County Office of the Public Defender 40 McMaster Street Ballston Spa, NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 410100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

Contract Number: #C2NDUFD40

Page 13 of 26, Master Contract for Grants – Standard Terms and Conditions (August 2014)

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 - 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Steve Bulger
County Administrator
Saratoga County
40 McMaster Street
Ballston Spa, NY 12020
(518) 884-4742
sbulger@saratogacountyny.gov

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any state or local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

**Office of Indigent Legal Services
SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION
January 1, 2023 - December 31, 2025**

COUNTY OF SARATOGA

Total Contract Amount: \$750,000.00

Budget Expenditure Item	Year 1 1/1/2023 - 12/31/2023	Year 2 1/1/2024 - 12/31/2024	Year 3 1/1/2025 - 12/31/2025
Personnel:			
Assistant Public Defender - Salary	\$94,500.00	\$96,500.00	\$98,500.00
Assistant Public Defender - Fringe	\$23,400.14	\$25,246.14	\$26,246.14
Assistant Conflict Defender - Salary	\$94,500.00	\$96,500.00	\$98,500.00
Assistant Conflict Defender - Fringe	\$23,400.14	\$25,246.14	\$26,246.14
Subtotal Personnel	\$235,800.28	\$243,492.28	\$249,492.28
Contracted/Consultant:			
Non-Attorney Professional and Evaluative Services (experts, investigators, social workers, interpreters, forensic tests, etc.)	\$8,500.00	\$4,507.72	\$507.72
Service of Process Fees	\$2,000.00	\$1,500.00	\$0.00
Subtotal Contracted/Consultant	\$10,500.00	\$6,007.72	\$507.72
Training/CLEs (Assigned Counsel Program panel attorneys)	\$3,699.72	\$500.00	\$0.00
Subtotal OTPS	\$3,699.72	\$500.00	\$0.00
TOTAL	\$250,000.00	\$250,000.00	\$250,000.00
THREE-YEAR TOTAL	\$750,000.00		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

January 1, 2023 – December 31, 2025

COUNTY OF SARATOGA

Goal: Improve the quality of representation provided to eligible parents in child welfare Family Court matters by providing the staffing and resources needed to implement an early-intervention, multi-disciplinary model of legal representation in these cases.

Task #1

Provide the salary and fringe for a full-time Assistant Public Defender to represent parents in child welfare proceedings (and any associated Family Court matter), and to initiate representation during the child welfare investigation prior to the filing of any Article 10 petition in Family Court.

Program Location:

- Office of the Public Defender, Saratoga County

Task #2

Provide the salary and fringe for a full-time Assistant Conflict Defender to represent parents in child welfare proceedings (and any associated Family Court matter), and to initiate representation during the child welfare investigation prior to the filing of any Article 10 petition in Family Court.

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #3

Provide funding for the Public Defender Office, the Conflict Defender Office, and the Assigned Counsel Program to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as drug testing), social workers, interpreters, and investigators. These non-attorney professionals will be paid an hourly rate of \$50 to \$750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to \$3000 per case. Costs include associated travel and mileage expenses at the IRS rates.

Program Location:

- Office of the Public Defender, Saratoga County
- Office of the Conflict Defender, Saratoga County
- Office of the Assigned Counsel Program, Saratoga County

Task #4

Provide funding for the Public Defender and Conflict Defender Offices costs associated with service of process in child welfare (Article 10) Family Court proceedings (service of witness subpoenas, Orders of Protection, judicial orders, etc.), as well as the statutory fees required when witnesses are subpoenaed in Article 10 Family Court matters.

Program Location:

- Office of the Public Defender, Saratoga County
- Office of the Conflict Defender, Saratoga County

Task #5

Provide funding for Assigned Counsel Program panel attorneys to attend trainings, CLE programs, and other convenings related to improving the quality of representation provided to parents in child welfare matters. Costs include program registration and travel expenses.

Program Location:

- Office of the Assigned Counsel Program, Saratoga County

Performance Measures:

In consultation with ILS, identify key Performance Measures for the following:

- 1) Progress toward implementation of the specific goal(s) of the program funded under this contract.
- 2) Expected improvement in the quality of representation provided by attorneys in child welfare matters.

In consultation with ILS, develop a plan for collecting and reporting data on these key Performance Measures.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

- 1st Quarter: January 1st – March 31st
- 2nd Quarter: April 1st – June 30th
- 3rd Quarter: July 1st – September 30th
- 4th Quarter: October 1st – December 31st

- Monthly Reimbursement**
Due Date: _____
- Biannual Reimbursement**
Due Date: _____
- Fee for Service Reimbursement**
Due Date: _____
- Rate Based Reimbursement**
Due Date: _____
- Fifth Quarter Reimbursement**
Due Date: _____
- Milestone/Performance Reimbursement**
Due Date: _____
- Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

- Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of third year</p>

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

ATTACHMENT B-1

**Office of Indigent Legal Services
SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION
January 1, 2023 - December 31, 2025**

COUNTY OF SARATOGA

Total Contract Amount: \$750,000.00

Budget Expenditure Item	Year 1 1/1/2023 - 12/31/2023	Year 2 1/1/2024 - 12/31/2024	Year 3 1/1/2025 - 12/31/2025
Personnel:			
Assistant Public Defender - Salary	\$94,500.00	\$96,500.00	\$98,500.00
Assistant Public Defender - Fringe	\$23,400.14	\$25,246.14	\$26,246.14
Assistant Conflict Defender - Salary	\$94,500.00	\$96,500.00	\$98,500.00
Assistant Conflict Defender - Fringe	\$23,400.14	\$25,246.14	\$26,246.14
Subtotal Personnel	\$235,800.28	\$243,492.28	\$249,492.28
Contracted/Consultant:			
Non-Attorney Professional and Evaluative Services (experts, investigators, social workers, interpreters, forensic tests, etc.)	\$8,500.00	\$4,507.72	\$507.72
Service of Process Fees	\$2,000.00	\$1,500.00	\$0.00
Subtotal Contracted/Consultant	\$10,500.00	\$6,007.72	\$507.72
Training/CLEs (Assigned Counsel Program panel attorneys)	\$3,699.72	\$500.00	\$0.00
Subtotal OTPS	\$3,699.72	\$500.00	\$0.00
TOTAL	\$250,000.00	\$250,000.00	\$250,000.00
THREE-YEAR TOTAL	\$750,000.00		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

January 1, 2023 – December 31, 2025

COUNTY OF SARATOGA

Goal: Improve the quality of representation provided to eligible parents in child welfare Family Court matters by providing the staffing and resources needed to implement an early-intervention, multi-disciplinary model of legal representation in these cases.

Task #1

Provide the salary and fringe for a full-time Assistant Public Defender to represent parents in child welfare proceedings (and any associated Family Court matter), and to initiate representation during the child welfare investigation prior to the filing of any Article 10 petition in Family Court.

Program Location:

- Office of the Public Defender, Saratoga County

Task #2

Provide the salary and fringe for a full-time Assistant Conflict Defender to represent parents in child welfare proceedings (and any associated Family Court matter), and to initiate representation during the child welfare investigation prior to the filing of any Article 10 petition in Family Court.

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #3

Provide funding for the Public Defender Office, the Conflict Defender Office, and the Assigned Counsel Program to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as drug testing), social workers, interpreters, and investigators. These non-attorney professionals will be paid an hourly rate of \$50 to \$750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to \$3000 per case. Costs include associated travel and mileage expenses at the IRS rates.

Program Location:

- Office of the Public Defender, Saratoga County
- Office of the Conflict Defender, Saratoga County
- Office of the Assigned Counsel Program, Saratoga County

Task #4

Provide funding for the Public Defender and Conflict Defender Offices costs associated with service of process in child welfare (Article 10) Family Court proceedings (service of witness subpoenas, Orders of Protection, judicial orders, etc.), as well as the statutory fees required when witnesses are subpoenaed in Article 10 Family Court matters.

Program Location:

- Office of the Public Defender, Saratoga County
- Office of the Conflict Defender, Saratoga County

Task #5

Provide funding for Assigned Counsel Program panel attorneys to attend trainings, CLE programs, and other convenings related to improving the quality of representation provided to parents in child welfare matters. Costs include program registration and travel expenses.

Program Location:

- Office of the Assigned Counsel Program, Saratoga County

Performance Measures:

In consultation with ILS, identify key Performance Measures for the following:

- 1) Progress toward implementation of the specific goal(s) of the program funded under this contract.
- 2) Expected improvement in the quality of representation provided by attorneys in child welfare matters.

In consultation with ILS, develop a plan for collecting and reporting data on these key Performance Measures.

18 B (ASSIGNED COUNSEL) – REVENUE

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.21.-3313	Indigent Legal Services	\$6,533.06

18 B (ASSIGNED COUNSEL) – EXPENSES

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.21.214-8111	Litigation Consultants	\$1,000.34
A.21-214-8112	Experts	\$1233.00
A.21.214-8117	Investigators	\$0.00
A.21.214-8119	Misc. Re; Legal Services	\$0.00
A.21.214-8125	Lab Fees	\$500.00
A.21.214-8192	Translator	\$100.00
A.21.214-8150	Training Services	\$1,849.86
A.21.214-8512	Conference Fees	\$1849.86

PUBLIC DEFENDER – REVENUE

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.26-3313	Indigent Legal Services	\$121,733.47

PUBLIC DEFENDER - EXPENSES

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.26.000-6000	Regular Wages	\$94,500.00
A.26.000-6910	Retirement	\$10,805.01
A.26.000-6930	Social Security	\$1,790.12
A.26.000-6960	Health Ins.	\$10,805.01
A.26.000-8111	Litigation Consultants	\$1,200.33
A.26.000-8112	Experts	\$1033.00
A.26.000-8117	Investigators	\$0
A.26.000-8119	Misc. Re; Legal Services	\$0
A.26.000-8125	Lab Fees	\$500.00
A.26.000-8192	Translator	\$100.00
A.26.000-8114	Process Services	\$1,000.00

**Please note that G/L lines in the 8000's have been budgeted for in the year 2023-no adjustments need to be made to increase expense budget lines due to this grant. \$3,833.33, will be our actual revenue for this if all amounts are utilized and claimed.*

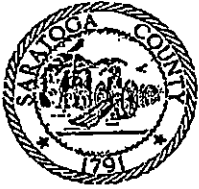
CONFLICT DEFENDER – REVENUE

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.28-3313	Indigent Legal Services	\$121,733.47

CONFLICT DEFENDER - EXPENSES

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.28.000-6000	Regular Wages	\$94,500.00
A.28.000-6970	Retirement	\$10,805.01
A.28.000-6930	Social Security	\$1,790.12
A.28.000-6960	Health Ins.	\$10,805.01
A.28.000-8111	Litigation Consultants	\$2,000.33
A.28.000-8112	Experts	\$0.00
A.28.000-8117	Investigators	\$0.00
A.28.000-8119	Misc. Re; Legal Services	\$100.00
A.28.000-8125	Lab Fees	\$633.00
A.28.000-8192	Translator	\$100.00
A.28.000-8114	Process Services	\$1,000.00

**Please note that G/L lines in the 8000's have been budgeted for in the year 2023- no adjustments need to be made to increase expense budget lines due to this grant. \$3,833.33, will be our actual revenue for this if all amounts are utilized and claimed.*



2/15/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~70-2022~~

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING THE ACCEPTANCE OF AN INDIGENT LEGAL SERVICES GRANT (DISTRIBUTION #12) FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES

Second upstate Family Defense (Child Welfare) Quality Improvement + caseload Reduction

WHEREAS, grant funds are available for the grant period January 1, ~~2022~~ ²⁰²³ through December 31, 2024, from the New York State Office of Indigent Legal Services in the amount of \$211,602 to assist Saratoga County and the County Public Defender's Office, in improving the quality of indigent legal services provided by the County pursuant to County Law Article 18-B; and *Child Welfare cases attorneys and*

\$ 750,000

WHEREAS, the Saratoga County Public Defender proposes to use said grant funds to continue to pay for the appellate legal services provided by the 18-B program for representation associated with criminal appeals, and a portion of the salary of the full-time Social Worker in the Public Defender's Office; and *Child Welfare cases in the Public Defender's Office*

Conflict Defenders Office and 18 B Conflict Defend 18 B Office

WHEREAS, the acceptance of this grant requires this Board's approval; now, therefore; be it

RESOLVED, that the Chair of the Board is authorized to execute all necessary documents with the New York State Office of Indigent Legal Services for the acceptance of a State Office of Indigent Legal Services Grant (Distribution #12) in the amount of \$211,602 for improving the quality of indigent legal services in Saratoga County for the period January 1, 2022 through December 31, 2024; and it is further

\$ 750,000

2023

2025

Second upstate Family Defense (Child Welfare) Quality Improvement + Caseload Reduction

RESOLVED, that the form and content of such documents shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. 100% State Aid.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sheriff's Office

DATE: 03/29/2023

COMMITTEE: Human Resources & Insurance

1. Is a Resolution Required:

Yes, Amendment to Compensation Schedule

2. Proposed Resolution Title:

Amending the 2023 compensation schedule to add three (3) Deputy Sheriff-Patrol positions under Sheriff Department.

3. Specific Details on what the resolution will authorize:

Authorizing an amendment to the 2023 compensation schedule to add three (3) Deputy Sheriff-Patrol positions under Sheriff's Department to be funded through a contract with the Town of Malta for specialized law enforcement services.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted **No**

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.30.000.6000
- b. Budget year impacted 2023
- c. Details

Surplus funds from employee vacancies will be used to cover the expenses of these new positions in 2023.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date **05/01/2023**

Salary and grade **Deputy Sheriff-Patrol per the**

b. Is a new employee being hired? Y N

Effective date of employment **05/01/2023**

Salary and grade **Deputy Sheriff-Patrol per the PBA contract**

Appointed position: **3 Deputy Sheriff-Patrol**

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted
Yes

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
No

County Administrator's Office
Consulted NO

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Agency granting funds:
 - c. Amount of grant:
 - d. Purpose grant will be used for:
 - e. Equipment and/or services being purchased with the grant:
 - f. Time period grant covers:
 - g. Amount of county matching funds:
 - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

This resolution will amend the 2023 compensation schedule under Sheriff's Department to increase staffing in the Sheriff's Office to meet the obligations of a new specialized law enforcement services contract with the Town of Malta consistent with other contracts currently in effect with the Towns of Ballston, Clifton Park, Halfmoon, Wilton and the Village of Corinth. These new positions will be fully funded by the Town of Malta

* Agenda item filed with Public Safety Committee for acceptance of the referenced contract.

AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the ____ day of April, 2023 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (COUNTY), acting through its Sheriff's Office, (SHERIFF),

-and-

TOWN OF MALTA, a municipal corporation duly organized under the laws of the State of New York with a principal office at Town Hall, 2540 Route 9, Ballston Spa, New York 12020 (TOWN)

1. STATEMENT OF AGREEMENT

The COUNTY and the SHERIFF will provide "Specialized Protection" to the TOWN during the term of this agreement. The TOWN agrees to pay for such services as outlined herein. Both parties wish to continue this mutually beneficial relationship.

2. LEGAL BASIS

This agreement is authorized by §119-o of the General Municipal Law.

3. SPECIALIZED PROTECTION

Specialized Protection is that protection provided to the TOWN in excess of that normally furnished by the SHERIFF. In this case, Specialized Protection is defined as a higher quality and level of exclusive service not normally provided by regular County patrol. All references to Specialized Protection or specialized law enforcement services are those services to be delivered hereunder.

4. DELIVERY OF SERVICE

4.1 Service Area: The SHERIFF shall provide Specialized Protection within the corporate limits of the TOWN. Assigned Deputies will not leave the TOWN except in an extreme emergency and will continue the expanded presence and patrol for designated schools, parklands and residential and secondary roadways within the TOWN.

4.2 Enforcement Responsibilities: The SHERIFF shall enforce State statutes, COUNTY ordinances and those TOWN ordinances that are of the same type and nature as COUNTY ordinances enforced by the SHERIFF. The SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the SHERIFF under the laws of the State.

4.3 Services to be Delivered: The SHERIFF shall provide one patrol Monday through Sunday from 7:00 a.m. to 3:00 p.m. and one patrol Monday through Sunday from 4:00 p.m. to 12:00 a.m. or as agreed upon between the TOWN and the SHERIFF to patrol the TOWN at an initial cost of \$277,015.40. The total to be paid in equal monthly installments. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.

4.4 Reporting: The SHERIFF shall provide to the TOWN a monthly report of all law

enforcement services provided by the Sheriff's Department in the TOWN each month.

4.5 Service Management: The SHERIFF shall determine the planning, organization, scheduling direction, and supervision of his personnel and all other matters incident to the delivery of specialized law enforcement services to the TOWN. The SHERIFF shall retain exclusive authority over his personnel.

4.6 Responsiveness: The SHERIFF shall promptly consider all TOWN requests regarding the delivery of specialized law enforcement services and make every effort to comply with them in a manner consistent with good law enforcement practices and this agreement.

4.7 Dispute Resolution: Any conflict regarding the extent or manner of performance of the specialized law enforcement services shall be resolved by the SHERIFF and the TOWN SUPERVISOR. The SHERIFF'S decision shall be final and conclusive.

4.8 Coordination: The TOWN and the SHERIFF shall each designate a specific individual and alternates to coordinate and implement the delivery of specialized law enforcement services to the TOWN.

5. COUNTY RESPONSIBILITIES

Except as otherwise agreed, the COUNTY and the SHERIFF shall furnish all labor, equipment, facilities, and supplies.

6. LIABILITY

The COUNTY shall assume liability for and secure the TOWN from claims and/or all costs for damages allegedly caused by SHERIFF'S personnel and arising out of the performance of this agreement.

7. PERSONNEL

7.1 Employee Status: For purposes of this agreement only, all persons employed by the SHERIFF for this Specialized Protection shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of TOWN employment.

7.2 Payment: The TOWN shall not be liable for the direct payment of salaries, wages, workers compensation benefits or any other compensation for COUNTY officers or employees providing specialized law enforcement services hereunder.

8. DURATION

The term of this agreement shall be for one (1) year from January 01, 2023 through December 31, 2023.

9. TERMINATION

This agreement may be terminated at any time upon ninety days (90) prior written notice to the other party.

10. AUTHORIZATION

This agreement is made and executed pursuant to County Resolution _____ - 2023 and a resolution approved by the TOWN Board of Malta # _____.

11. MODIFICATION

This agreement supersedes any and all prior oral and written agreements between the parties hereto and may be changed only in writing and signed by both parties.

IN WITNESS WHEREOF, The parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

TOWN OF MALTA

By: _____ Date _____
Theodore T. Kusnierz Jr.
Chairman, Board of Supervisors
Per Resolution _____ -2023

By: _____ Date _____
Mark E. Hammond, Supervisor
Per Resolution # _____

Michael H. Zurlo, Sheriff

Approved as to Form and Content:

County Attorney

2/15/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 67 - 2022

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING A 2022 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF HALFMOON

WHEREAS, Resolution 23-2021, last authorized a contract with the Town of Halfmoon for additional police services to be provided by the Sheriff’s Department and the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Halfmoon for the indicated police services in 2022, at a cost of \$230,863.39;

<u>NUMBER OF PATROLS</u>	<u>SERVICE TIME OF PATROLS</u>	<u>PLACE OF SERVICE</u>	<u>AMOUNT</u>
One (1)	Mon-Sun 8:00 a.m. – 4:00 p.m.	Entire Town	\$230,863.39
One (1)	Mon-Sun 4:00 p.m. – 12:00 a.m.	of Halfmoon	

and; it is further

RESOLVED, that the Sheriff’s Office shall provide such additional police services to the Town of Halfmoon for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XX - 2023

Introduced by Supervisors Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

AUTHORIZING A CONTRACT FOR ~~POLICE~~ SPECIALIZED LAW ENFORCEMENT SERVICES WITH THE TOWN OF ~~HALEMOON~~ MALTA AND AMENDING THE 2023 COMPENSATION SCHEDULE UNDER SHERIFF'S DEPARTMENT IN RELATION THERETO

WHEREAS, The Town of Malta wishes to enter into a contract for specialized law enforcement services with the County through it's Sheriff's Office; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of ~~Halfmoon~~ Malta for the indicated ~~police~~ law enforcement services from May 01, 2023 through December 31, 2023, at a cost of \$185,169.71, with the form and content of such contract being subject to the approval of the County Attorney and the Sheriff:

CONTRACT WITH	TIME OF SERVICES	# OF PATROLS	PLACE OF SERVICES	AMOUNT
Halfmoon Malta	Mon-Sun 7:00 a.m. - 3:00 p.m.	1	entire Town of	\$XXXXXX
	Mon-Sun 3:00 p.m. - 11:00 p.m.	1	Halfmoon Malta	

and; be it further

RESOLVED, that the Sheriff's Office shall provide such additional specialized law enforcement services to the Town of ~~Halfmoon~~ Malta for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and be it further

RESOLVED, that the 2023 Compensation Scheduled under Sheriff's Department shall be amended to add three (3) additional positions under Deputy Sheriff-Patrol to meet the obligations of the contract; and be it further

RESOLVED, that said new positions shall remain in effect for the duration of a contract with the Town of Malta and only eliminated through attrition thereafter.

BUDGET IMPACT STATEMENT: No budget impact.