

**6-A – Resolution**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)

**6-B – Resolution**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby designates Rocco Graziosi the Stormwater Management Officer, pursuant to section 237-4 of Chapter 237 of the City Code.

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the annual accident and sickness insurance policy renewal with National Union Fire Insurance Company underwritten by Volunteer Firemen's Insurance Services, Inc. (VFIS) for the City of Glen Cove Volunteer Fire Department at a premium of \$7,291 for a one year term effective December 1, 2020 through December 1, 2021.

Budget Line: A3410-55428

**6-D – Resolution**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the annual enhanced cancer care policy renewal with ACE American Insurance Company, a Chubb Group company and underwritten by Glatfelter Specialty Benefits for the City of Glen Cove Volunteer Fire Department at a premium of \$19,560 for a one year term effective January 1, 2021 through January 1, 2022.

Budget Line: A3410-55428



Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**Resolution authorizing the City Council to accept the proposal of Walden Environmental Engineering, PLLC, for professional engineering and inspection services for the Lead Service Line Replacement Program**

**WHEREAS**, the City of Glen Cove Purchasing Agent, Department of Public Works (“DPW”) and Community Development Agency (“CDA”) were authorized to advertise a Request for Proposals (“RFP”) from professional engineering consulting firms to provide design, engineering, and construction inspection/monitoring services for the Lead Service Line Replacement Program (“LSLRP”); and

**WHEREAS**, the New York State Department of Health (“NYSDOH”) contract number for this project is DOH01-C34901GG-3450000 and was approved as Glen Cove City Resolution 6-C on May 12, 2020; and

**WHEREAS**, the professional engineering and inspection services for the LSLRP is funded through the above-stated NYSDOH contract, with \$62,700 in State funding and a City share of \$0; and

**WHEREAS**, after review and evaluation of proposals submitted by qualified responders by the Selection Committee and an interview held with Walden Environmental Engineering, PLLC (“Walden”), Walden is determined to be the most qualified firm having appropriate project staffing, experience with projects of similar scale and nature, and understanding of applicable requirements; and

**WHEREAS**, the value of the proposal submitted by Walden shall not exceed \$62,660; and

**WHEREAS**, with due deliberation and consideration the Selection Committee, with the concurrence of the City Council, has determined and concluded it is in the best interests of the City to accept the proposal of Walden; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Walden Environmental Engineering, PLLC, having an office at 16 Spring Street, Oyster Bay, NY 11771, in an amount not to exceed \$62,660.

Budget Line: H8300-52260-2037

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to sign a contract amendment with D&B Engineers, who were initially approved for the study, design, bidding oversight and construction management of the PTAS at Seaman Road, for an additional amount of \$267,000.

Budget Line: H8300-52260-1826

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a contract with Dom's Tree Service Inc., retroactive to 12/3/2020, in the amount of \$5,120.00 for the cutting, transporting, and positioning of a tree.

Budget Line: A7550-55557

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to purchase of a BP-HP BactroPAC hp backpack electrostatic spray unit and supplies from Bactronix Corp. in the amount of \$8,625.90

Budget Line: A8760-55521

**6-I – Resolution**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a contract with Ocean Computer Group to provide IT Services for a one-time fee of \$3,500 and a monthly fee of \$7,000, on a month to month basis.

Budget Line: A1680-55438

# Resolution 6-A





City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

## BUDGET TRANSFER FORM

DEPARTMENT: Building

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3620-51120	Hourly	8,350.00	
A3620-55407	Equip. Service & Rentals	500.00	
A3620-55438	Contractual Services		8,850.00

Reason for Transfer:

To reallocate funds to cover budget shortfalls

Department Head Signature:

David Jimenez

Digitally signed by David Jimenez  
DN: cn=David Jimenez, o=City of Glen Cove Building  
Department, ou, email=djimenez@glencoverny.gov,  
c=US  
Date: 2020.10.02 09:28:15 -04'00'

Date: 11.27.20

City Controller Approval:

Date: 11/30/20

City Council Approval – Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_





City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

## BUDGET TRANSFER FORM

DEPARTMENT: INFORMATION TECHNOLOGY

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1680-55438	CONTRACTUAL SERVICES	\$10,500	
A1680-51101	ANNUAL SALARIES		\$8,075
A1990-55940	CONTINGENCY		\$2,425

**Reason for Transfer:**

TO TRANSFER FUNDS FROM IT DIRECTOR BUDGETED SALARY  
AND CONTINGENCY TO CONTRACTUAL SERVICES TO COVER THE COST OF  
TEMPORARILY OUTSOURCED INFORMATION TECHNOLOGY SERVICES

Department Head Signature: \_\_\_\_\_

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo  
DN: cn=Michael A. Piccirillo, o=City of Glen  
Cove, email=mpiccirillo@glencoveny.gov, c=US  
Date: 2020.12.04 17:05:14 -05'00'

Date: \_\_\_\_\_

DECEMBER 4, 2020

City Controller Approval: \_\_\_\_\_

Date: \_\_\_\_\_

12/4/20

City Council Approval – Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_



# Resolution 6-B



City of Glen Cove, NY  
Friday, November 27, 2020

## Chapter 237. Stormwater Management

### Article II. Applicability and Administration

#### § 237-4. Applicability; Stormwater Management Officer.

- A. This chapter shall be applicable to all land development and redevelopment activities as defined in § 237-6 of this chapter.
- B. The City shall designate a Stormwater Management Officer, who shall accept and review all stormwater pollution prevention plans and forward such plans to the City Council. The Stormwater Management Officer may:
  - (1) Review the plans;
  - (2) Upon approval by the City Council of the City of Glen Cove, engage the services of a licensed/certified professional to review the plans, specifications and related documents at a cost not to exceed a fee schedule established by said governing board; or
  - (3) Accept the certification of a licensed professional that the plans conform to the requirements of this chapter.
- C. All land development or redevelopment activities subject to review and approval by the Planning Board of the City of Glen Cove under subdivision, site plan and/or special permit regulations shall be reviewed subject to the standards contained in this chapter.
- D. All land development activities not subject to review as stated in Subsection C above shall be required to submit a stormwater pollution prevention plan (SWPPP) to the Stormwater Management Officer, who shall approve the SWPPP if it complies with the requirements of this chapter.

#### § 237-5. Exemptions.

The following activities are exempt from review under this chapter:

- A. Agricultural activity as defined in this chapter.
- B. Silvicultural activity, except that landing areas and log haul roads are subject to this chapter.
- C. Routine maintenance activities that disturb fewer than five acres and are performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility.
- D. Repairs to any stormwater management practice or facility deemed necessary by the Stormwater Management Officer.
- E. Any part of a subdivision if a plat for the subdivision has been approved by the City on or before the effective date of this chapter.

- F. Land development or redevelopment activities for which a building permit has been approved on or before the effective date of this chapter.
- G. Cemetery graves.
- H. Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
- I. Emergency activity immediately necessary to protect life, property or natural resources.
- J. Activities of an individual engaging in home gardening by growing flowers, vegetable and other plants primarily for use by that person and his or her family.
- K. Landscaping and horticultural activities in connection with an existing structure.

# Resolution 6-C



**Our records indicate the Mailing Address for this Insured is as follows:**

CITY OF GLEN COVE  
9 GLEN STREET  
GLEN COVE, NY 11542-0000

Please note the address of your actual location may be reflected on the declaration page.



*Glatfelter  
Insurance  
Group*

*A Tradition of Service, Founded on Trust.*

Dear Valued Client:

Thank you for choosing to insure your members with the VFIS Accident and Sickness Program. We share your interest in providing financial security to emergency responders who are injured in the line of duty.

As required, we are providing you with the Glatfelter Insurance Group (GIG) and AIG privacy notices. VFIS, a division of GIG has underwritten Emergency Service Organizations for nearly 40 years.

Emergency responders are at risk of injury on every call, training and department activities. National events have created awareness in our local communities about these dangers. VFIS remains committed to education and training programs that will prevent or reduce the number of serious incidents.

Please visit [vfis.com](http://vfis.com) to access the following:

- **Beneficiary Forms** – review annually to update due to life changes, like marriage. Current beneficiary forms should be retained on file with the department.
- **Claim reports and Attending Physician Statements** – to report injury or illness.
- **Education, Training and Risk Control** programs – utilize for loss prevention.
- **Posters and Literature** – to create awareness and promote safety. Contact Lori Gunderson at 800-233-1957, extension 7291 or at [lgunderson@glatfelters.com](mailto:lgunderson@glatfelters.com).
- **Newsletters and Articles** – with valuable information on current topics and events.

The National Volunteer Fire Council and American Addiction Centers created a Firefighter/EMS Assistance Program. We encourage you to take advantage of this service created by and for emergency responders. Support is a phone call away at 888-731-3473 or visit [NVFC.org/help](http://NVFC.org/help) for additional information regarding the **Share the Load** campaign.

Thank you for responding to the call for service. We appreciate your business and thank you for insuring with VFIS. Please contact your local agent or VFIS at 800-233-1957.

Sincerely,

Troy Markel, CIC, CRM  
President VFIS

Michael A. Baker, CPCU, CRM  
Director, VFIS Risk Control





**NVFC**  
NATIONAL VOLUNTEER FIRE COUNCIL  
FIRE • EMS • RESCUE



**SHARE  
THE LOAD™**

A SUPPORT PROGRAM  
FOR FIREFIGHTERS  
AND EMTs

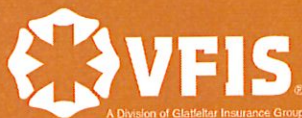
Call Our Confidential Fire/EMS helpline at:

**1-888-731-FIRE (3473)**

# IF YOU SEE NO WAY OUT THEN JUST REACH OUT

**MAKE THE CALL TO MAKE THINGS BETTER**

Talk to someone you love. Talk to a friend or colleague.  
Or, talk to counselors trained and experienced in  
the firefighter and EMT culture by calling the national  
Fire/EMS Helpline: **1-888-731-FIRE (3473)**.



**Find resources to Share the Load at [www.nvfc.org/help](http://www.nvfc.org/help).**

PERSISTENT/SADNESS • SUICIDAL THOUGHTS  
SUBSTANCE ABUSE • WORK/LIFE STRESSES

The Fire/EMS Helpline is in partnership with American Addiction Centers.  
Have questions about the Share the Load™ program? Dial 202-887-5700.







A Tradition of Service, Founded on Trust.®

## GLATFELTER INSURANCE GROUP

### Notice of Privacy Policies & Practices\*

FACTS	WHAT DOES GIG DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Name, address, age, Social Security number, marital status, assets, income, credit history, demographic information, IP address, browser information</li> <li>▪ Products or services purchased, account balances and payment history, employment information, motor vehicle reports, medical information</li> </ul>
<b>How?</b>	Financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GIG chooses to share; and whether you can limit this sharing.

Reasons we can share your nonpublic personal information	Does GIG share?	Can you limit sharing?
<b>For our everyday business purposes</b> — as permitted or required by law, such as to process your transactions, maintain your account(s), conduct research including data analytics, respond to court orders/legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing / Questions?</b>	<b>Call us at (800) 233-1957 and ask for the Privacy Coordinator.</b> <b>Please note:</b> When you are no longer a customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	

#### Who we are / Companies to which this notice applies

This notice applies to, and is being provided on behalf of, the following Glatfelter Insurance Group affiliates: Arthur J. Glatfelter Agency, Inc., GIG of Missouri, Inc., Glatfelter Brokerage Services, Glatfelter Claims Management, Inc., Glatfelter Commercial Ambulance, Glatfelter Healthcare Practice, Glatfelter Insurance Services, Glatfelter Program Managers, Glatfelter Public Practice, Glatfelter Religious Practice, Glatfelter Underwriting Services, Inc., The Insurancenter, Susquehanna Agents Alliance, LLC, The Glatfelter Agency, Inc., VFIS, and Volunteer Firemen's Insurance Services, Inc.

#### What we do

<b>How does GIG protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, electronic, and procedural safeguards. We require and train our employees to comply with our privacy standards and policies, which are designed to protect customer information.
<b>How does GIG collect my personal information?</b>	We collect your personal information, for example when you: visit our websites, apply for insurance or pay insurance premiums, file an insurance claim or give us your income information, provide employment information. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes — information about your creditworthiness, affiliates from using your information to market to you, sharing for nonaffiliates to market to you. State laws may give you additional rights to limit sharing. See below for more on your rights under state law.

#### Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ Our affiliates are companies with which we share common ownership and which offer P&amp;C, life and health, and certain benefit products.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ GIG does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include insurance companies and other companies that provide financial products and services.</li> </ul>

#### Other important information

**CA and VT Residents:** We will not share your information except for our everyday business purposes, for marketing our products and services to you, as required by law, or with your consent. For VT Residents, we also will not share your credit information to our affiliates without your consent. **NV Residents:** We are providing this notice to you pursuant to NV state law. To stop marketing calls from us follow the directions in the section "To limit our sharing." NV law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone #: 702-486-3132; email: bcpinfo@ag.state.nv.us.

**For more information, contact:** Glatfelter Insurance Group, Attn: Privacy Coordinator, P.O. Box 2726, York, Pennsylvania 17406, (717) 741-0911, or visit [www.glatfelters.com/privacy-policy](http://www.glatfelters.com/privacy-policy). This privacy page on our website includes a Google Analytics opt-out link.

## **HIPAA PRIVACY NOTICE**

**This HIPAA Privacy Notice is effective as of October 16, 2017.**

1. **Statement of Our Duties.** We are committed to protecting the privacy of your protected health information (PHI). PHI is your individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or health care clearinghouse which is then provided to us and that relates to: (i) your past, present or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present or future payment for the provision of health care to you. We are required by law to maintain the privacy of your PHI and to provide you with this notice of our privacy practices and legal duties. We are required to abide by the terms of this notice.

**WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS NOTICE AND MAKE ANY NEW PROVISIONS EFFECTIVE TO ALL OF THE PHI WE MAINTAIN ABOUT YOU. IF WE CHANGE OUR NOTICE, WE WILL POST IT ON OUR WEBSITE AND SEND YOU A COPY IN OUR ANNUAL MAILING, OR YOU MAY OBTAIN A COPY OF THE REVISED NOTICE BY CONTACTING OUR PRIVACY COORDINATOR USING THE INFORMATION IN PARAGRAPH 9.**

2. **Statement of Your Rights.** You have a right to know how we may use or disclose your PHI. This notice informs you of those uses and disclosures. There are certain uses and disclosures of your PHI that we are permitted or required to make by law without your permission. For all other uses and disclosures, we first must obtain your permission or written authorization. In addition, you have the following rights:

- The right to request, in writing, that we place additional restrictions on our uses and disclosures of your PHI. However, we are not obligated to agree to impose any such additional restrictions.
- The right to access, inspect and copy the protected information pertaining to you that we maintain in our files about you, and the right to have us correct or amend any information that we create in error. Requests to access or amend your PHI must be made in writing and sent to the contact person and address provided in paragraph 9.
- The right to receive an accounting of the disclosures of your PHI that we make for purposes other than activities related to your treatment, or our payment functions or other health care operations. You must request an accounting in writing by contacting us at the address in paragraph 9. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003.
- The right to request, in writing, that you receive communications about your PHI in a confidential manner, for example, by alternative means or an alternative location, such as your work address or work email.
- The right to request an amendment to your PHI if you believe that your PHI is incorrect or incomplete. Your request must be in writing and explain why the PHI should be amended.
- The right to obtain a paper copy of this notice from us on request.

3. **Information We Collect About You.** In order to administer your health benefit programs effectively, we collect the following categories of PHI about you from the following sources:

- PHI that we obtain directly from you, in conversations or on applications or other forms that you fill out.
- PHI that we obtain as a result of our transactions with you.
- PHI that we obtain from your medical records or from medical professionals, which is provided by you or to us with your permission.
- PHI that we obtain from other entities, such as health care providers or other insurance companies, in order to service your policy or carry out other insurance-related needs.

#### 4. **Uses and Disclosures of Protected Information.**

A. ***For Treatment, Payment and Operations.*** In order to administer your health benefit programs effectively, we use and disclose PHI for certain of our activities, including:

- To Carry Out Treatment Functions. We may use or disclose your PHI without your permission to enable health care providers to provide you with treatment.
- To Carry Out Payment Functions. We may use or disclose your PHI without your permission to carry out activities relating to reimbursing you for the provision of health care, obtaining premiums, determining coverage, and providing benefits under the policy of insurance that you are purchasing, such as enabling a health care provider to make payment arrangements. Such functions may include reviewing health care services with respect to medical necessity, coverage under the policy, appropriateness of care, or justification of charges.
- To Carry Out Certain Operations Relating To Your Benefit Plan. We also may use or disclose your PHI without your permission to carry out certain limited activities relating to your health insurance benefits, including reviewing the competence or qualifications of health care professionals, placing contracts for stop-loss insurance and conducting quality assessment activities.
- To facilitate the underwriting of insurance; however, we are prohibited from using or disclosing your genetic information for the purpose of underwriting insurance.

B. ***Uses and Disclosures of PHI to Other Entities.*** We also may use and disclose PHI to other covered entities, business associates or other individuals (as permitted by the HIPAA Privacy rule) who assist us in administering your benefit plan and delivering services to its members. In connection with our payment and operations activities, we may contact individuals and other entities ("Business Associates") to perform various functions on our behalf or to provide certain types of services (such as enrollment or member service support). To perform these functions, Business Associates must agree in writing to contract terms designed to appropriately safeguard your PHI.



C. Other Possible Uses and Disclosures of PHI. We may use and disclose your PHI without your written permission for the following purposes:

- To plan sponsors of your group health plan to permit the plan sponsor to perform administrative functions, such as to address member questions, concerns or issue regarding claims, benefits, services, coverage, etc., and summary health information about enrollees in the plan to obtain premium bids for health insurance coverage offered through the group health plan or to modify, amend or terminate your group plan.
- To the extent that federal or state law requires the use or disclosure, such as to Health and Human services upon request for purposes of determining compliance with federal privacy laws, as required by law enforcement officials or pursuant to a court order or subpoena.
- As authorized by and to the extent necessary to comply with workers' compensation or other similar programs that provide benefits for work-related injuries or illnesses.
- As authorized by law and to the extent necessary to service insurance policies and benefits that are exempt benefits, such as in connection with servicing life, disability, property and casualty, accident and sickness, workers' compensation and auto insurance or other similar insurance coverage under which benefits for medical care are secondary or incidental to other insurance benefits.
- To a public health authority for purposes of public health activities as permitted or required by law.
- To a coroner/medical examiner for purposes of identifying a deceased person, determining cause of death or for such official to perform other duties authorized by law. Also to funeral directors so they may carry out their duties, and to organizations that handle organ, eye or tissue donation or transplantation.
- To a government authority, including a social service or protective services agency, authorized to receive reports of abuse, neglect or domestic violence or to prevent a serious threat to the health or safety of the public.

D. For Any Purposes to Which You Have Not Objected. Unless you object, we may disclose your PHI to a friend or family member that you have identified as being involved in your health care. We also may disclose your PHI to an entity to assist in disaster relief efforts and so that your family can be notified about your condition, status and location. If you are not present or able to agree to these disclosures of your PHI, then we may determine whether the disclosure is in your best interest.

E. As Permitted By Plan Documents. In certain limited circumstances where we may be acting as a third party administrator, we may disclose your PHI to plan sponsors pursuant to the restrictions imposed on the plan sponsor in the sponsor's plan documents.

5. Required Disclosures of Your PHI. We are required to disclose your PHI to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining compliance with the HIPAA Privacy Rule. We are required to disclose to you most of your PHI that is in a "designated record set" when you request access to this information. We are also required to provide, upon written request, an accounting of any disclosures of PHI that are for reasons other than payment or health benefits operations.

6. Other Uses and Disclosures of Your PHI. Sometimes we are required to obtain written authorization for use and disclosure of your health information. The uses and disclosures that require an authorization under 45 C.F.R. §164.508(a) are: (i) for marketing purposes; (ii) if we intend to sell your PHI; or (iii) for psychotherapy notes. We do not and will not sell or share your PHI with any non-affiliated third party for any purpose unless you authorize it or it is otherwise permitted by law. Other uses and disclosures of your PHI that are not described above will be made only with your written, permission, and any permission that you give us may be revoked by you at any time. However, the revocation will not be effective for information that we already have used or disclosed, relying on the authorization.

7. Questions and Complaints About Use of PHI. If you want more information about our privacy policies or practices or have any questions or concerns, please contact us using the information in paragraph 9. You may submit a written complaint either directly to us or to the U.S. Department of Health and Human Services (HHS) if you believe that your rights with respect to our protection of your PHI have been violated. We will provide you with the address to file your complaint with HHS upon request. To file a complaint with us, you may submit a complaint in writing that includes as many details (such as names and dates) as possible to our Privacy Officer at the address in Paragraph 9. We support your right to protect the privacy of your PHI. You will not be retaliated against in any way for filing a complaint.

8. Our Practices Regarding Confidentiality and Security. We restrict access to PHI about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your PHI. We do not engaged in fundraising activities using PHI, however, if we did engage in such activity, then you would have the opportunity to opt out of receiving fundraising communications. Subject to applicable regulatory reporting requirements, exceptions and safe harbors, we will notify affected individuals following a breach of their unsecured PHI.

9. Contact Person For Filing Complaint or Obtaining Further Information:

GLATFELTER INSURANCE GROUP  
ATTN: PRIVACY COORDINATOR  
183 Leader Heights Road, P.O. Box 2726, York, PA 17405  
(717) 741-0911  
[www.glatfelters.com/privacy-policy](http://www.glatfelters.com/privacy-policy)

**Our Policy Regarding Dispute Resolution.** Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.





## FACTS

### Why?

### What?

### How?

#### WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

### Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

## Who we are

**Who is providing this notice?** The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

## What we do

**How does AIG protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

**How does AIG collect my personal information?** We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

**Nonaffiliates** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

**Joint marketing** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIG Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

**For Vermont Residents only.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**For Nevada Residents Only.** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov). You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

## NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the "Company"):

American General Life Insurance Company<sup>1</sup>  
The United States Life Insurance Company in the City of New York  
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<b>HIPAA Privacy Officer</b> 2919 Allen Parkway L3-20 Houston, TX 77019 <a href="mailto:hipaaquestions@aig.com">hipaaquestions@aig.com</a>	
<b>Phone Numbers:</b>	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-231-3655
AIG Financial Network	1-800-888-2452
AIG's Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

<sup>1</sup> This Company does not solicit business in New York.





# NEW YORK ACCIDENT & SICKNESS POLICY UPDATES



## ACCIDENTAL DEATH BENEFITS

- **NEW: Cardiac Malfunction** – A sudden and serious malfunction of the heart or circulatory system that occurs during or as a result of an **Insured Person's** participation in a **Covered Activity**. Cardiac Malfunction includes myocardial infarction, cardiac arrest, coronary thrombosis and cerebral vascular events. Cardiac Malfunction does not include conditions such as hypertension or angina. Insured Person includes Rostered Members (Members).
- **NEW: Safety Vest Benefit** – Additional 25% while wearing an approved safety vest and death occurs when struck as a pedestrian at a motor vehicle accident or while directing traffic.
- **NEW: Military Death Benefit (Members only)** - \$15,000 for death occurring within 12 months due to bodily injury sustained while serving or training on behalf of the US Military or their respective Guard or Reserve unit.
- **Upgrade: Dependent Child & Education Benefit** – Increased to \$30,000 per child
- **Upgrade: Spousal Support & Education Benefit** – Increased to \$15,000
- **NEW: Dependent Elder Benefit** - \$5,000 per dependent elder as claimed on final federal tax return.
- **NEW: Repatriation Benefit** – Up to \$2,500 for transportation when death occurs over 30 miles from residence.
- **REMOVED: Sickness Loss of Life Benefit**

## ACCIDENTAL DISMEMBERMENT & PARALYSIS BENEFITS

- **Upgrade: Paralysis Benefits** –
    - » 200% Principal Sum for Quadriplegia, Paraplegia, Hemiplegia as shown in the Schedule of Coverage.
    - » 100% Principal Sum for Uniplegia as shown in the Schedule of Coverage.
- Increased %** extends to 24-Hour and Off-Duty Accident Benefits for Members when purchased.

## MEDICAL EXPENSE BENEFITS – INJURY ONLY

- **Upgrade: Cosmetic Plastic Surgery Benefit** – Increased to \$25,000
- **Upgrade: Post-Traumatic Stress Disorder Benefit** – Increased to \$25,000
- **Upgrade: Critical Incident Stress Management Benefit** – Increased to \$25,000
- **Upgrade: Family Expense Benefit** – Payable with admission to the hospital (3 day wait removed).

## FELONIOUS ASSAULT BENEFIT

- **Upgrade: Increased** to \$25,000 minimum or 50% of Accidental Death Benefit, whichever is greater.

## HOME ALTERATION AND VEHICLE MODIFICATION

- **Upgrade: Increased** to \$50,000 for expenses incurred within three years of a covered injury or illness that results in permanent and irrevocable loss.

## DISABILITY BENEFITS

- **Upgrade: Weekly Hospital Benefits** – Extended for up to 2 years.
- **Upgrade: Cost of Living Adjustment (COLA) Benefits** – Minimum 5% and Maximum 10%.
  - » Applies to Total Disability & Extended Disability, Optional Weekly Injury Permanent Impairment COLA, and Optional Long-Term Disability.
- **Change: Additional Disability Weekly Benefit renamed to First Week Total Disability Benefit**
- **New: Optional – Coordinated 28 Day Total Disability Benefit**
  - » Provides an additional benefit for the first 28 days in an effort to restore the Member's Average Weekly Wage.
- » Identify the range of incomes among Members and select a Coordinated 28 Day Benefit limit that reflects the income diversity of your organization.
- » The result will be a coordinated 28 day disability limit to adequately reimburse Members during the first 28 days of disability.
- **New: Optional – Long-Term Total Disability** – Provides benefit to age 70
  - » Extended Total Disability must be purchased to qualify for the Long-Term Disability Benefit.
  - » Does not apply to Members who do not have an occupation producing wages.

## TOTAL DISABILITY - CLARIFICATIONS

- First 28 day disability benefit amount is shown in the Schedule. No Coordination of benefits.
- After 28 day disability subsequent benefits are coordinated with Workers' Comp benefits that are "paid or payable".
- After 28 day disability subsequent benefits are coordinated with retirement programs, provided by the Policyholder, State, Union or other entity where eligibility is based on employment.
- After 28 day disability benefits are payable up to 100% pre-disability wages.
- If retirement occurs after Total Disability, the Minimum Weekly Benefit does not apply.
- Long-Term Total Disability benefits cease if Member returns to work.

## SMALL CAREER DEPARTMENTS - UPDATE

- **New: Optional** – (eligibility pending Underwriting approval)
  - » Weekly Injury Permanent Impairment
  - » Extended Total Disability
  - » Long-Term Total Disability
  - » Weekly Injury Permanent Impairment COLA
  - » Long-Term Total Disability COLA

**800.233.1957 | vfis.com**

183 Leader Heights Road | York, PA 17402

Policy Enhancements are effective March 1, 2020. This document provides a brief description of our program. It is not a contract of insurance. Benefits vary by state based on Department of Insurance regulations and approval. Refer to the actual insurance policy for a description of coverage, exclusions and conditions. Specimen policies are available for your review. Coverage may not be filed and/or available in all states. Exclusions may not be available in all states. Contact VFIS for more information.

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# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

## SCHEDULE OF COVERAGE - VOLUNTEER

Policy Number: VFP-4433-11006E-0

Policyholder: CITY OF GLEN COVE  
(Name and Address) 9 GLEN STREET  
GLEN COVE, NY 11542-0000

Policy Effective Date: 12/1/2020 Term: 1 Year

Policy Termination Date: 12/1/2021 Premium: \$7,291

This Schedule of Coverage provides only those benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by the word "none" are not provided under this policy.

**THIS POLICY'S EXCLUSION SECTION CONTAINS THE FOLLOWING EXCLUSION, WHICH YOU SHOULD CAREFULLY REVIEW:**

**We** will not cover any loss caused by or resulting from injuries that happen while flying as a crew member, or during parachute jumps from the aircraft.

### PART COVERAGE

#### I. Accidental Death Benefits

A. Accidental Death Benefits	
(1) Accidental Death Benefit Amount .....	\$50,000
(2) Seat Belt Benefit Amount .....	\$12,500
(3) Safety Vest Benefit Amount.....	\$12,500
(4) Military Death Benefit Amount .....	\$15,000
B. Dependent Child and Education Benefit Amount.....	\$30,000
C. Spousal Support and Education Benefit Amount.....	\$15,000
D. Dependent Elder Benefit Amount.....	\$5,000
E. Repatriation Benefit Amount.....	\$2,500

#### II. Accidental Dismemberment and Impairment Benefits

A. Accidental Dismemberment and Paralysis Benefit Principal Sum .....	\$50,000
B. Vision Impairment Benefit Principal Sum .....	\$50,000
C. Injury Permanent Impairment Benefit Principal Sum .....	\$50,000
D. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum.....	\$50,000

**III. Weekly Disability Benefits**

- A. Total Disability Benefits
- (1) Total Disability Weekly Amount (first 28 days) ..... \$600
  - (2) Total Disability Maximum Weekly Amount (after 28 days) ..... \$1,000
  - (3) Total Disability Minimum Weekly Amount ..... \$150
- B. Partial Disability Benefits
- (1) Partial Disability Weekly Amount (first 28 days) ..... \$300
  - (2) Partial Disability Maximum Weekly Amount (after 28 days) ..... \$500
  - (3) Partial Disability Minimum Weekly Amount ..... \$75
- C. Disability Benefits General
- D. Illness Permanent Impairment Benefit Principal Sum.....\$50,000

IV. Occupational Retraining Benefit Maximum Amount .....\$20,000

V. Weekly Injury Permanent Impairment Benefit..... ☒Yes ☐No

**VI. Medical Expense Benefits (Injury Only)**

- A. Medical Expense Benefit Maximum Amount.....\$30,000
- Medical Expense Benefit Options
- (1) Excess of Workers' Compensation..... ☒
  - (2) Primary Medical Expense Benefit ..... ☐
- B. Cosmetic Plastic Surgery Maximum Amount .....\$25,000
- C. Post-Traumatic Stress Disorder Maximum Amount .....\$25,000
- D. Critical Incident Stress Management Maximum Amount .....\$25,000
- E. Family Expense Benefit Amount (per day).....\$100
- F. Family Bereavement and Trauma Counseling Benefit Amount (per person) ..... \$1,000

VII. Continuation of Health Insurance Benefit Maximum Amount .....\$12,000

VIII. Felonious Assault Benefit Amount.....\$25,000

IX. Home Alteration and Vehicle Modification Benefit Maximum Amount.....\$50,000

**X. Optional Benefits**

- A. Weekly Hospital Benefit Amount..... NONE
- B. First Week Total Disability Benefit Amount ..... NONE
- C. Coordinated 28 Day Total Disability Benefit Amount ..... NONE
- D. Extended Total Disability Benefit ..... ☐Yes ☒No
- E. Long-Term Total Disability Benefit ..... ☐Yes ☒No
- F. Cost Of Living Adjustment (COLA) Benefits
- (1) Weekly Injury Permanent Impairment COLA..... ☒Yes ☐No
  - (2) Long-Term Total Disability COLA ..... ☐Yes ☒No
- G. 24-Hour Accident Benefit Amount..... NONE
- H. Off-Duty Accident Benefit Amount.....\$10,000

## **SCHEDULE OF FORMS AND RIDERS**

### **POLICY FORMS ATTACHED AT ISSUANCE:**

V50000NUFIC-NY	Schedule of Coverage - Volunteer
V50004NUFIC-NY	Blanket Accident and Sickness Insurance Policy – Volunteer Members
V50010NUFIC-NY	Organized Team Sports Rider
U40015_NY_0813	Domestic Partnerships Endorsement
89644 (06/13)	Economic Sanctions Endorsement
OFAC Notice	Office of Foreign Assets Control Notice

## SCHEDULE OF POLICYHOLDERS

### ADDITIONAL ENTITIES:

CITY OF GLEN COVE FIRE DEPARTMENT

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

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## IMPORTANT NOTICE

THIS IS NOT COMPREHENSIVE HEALTH OR MAJOR MEDICAL INSURANCE. IT DOES NOT SATISFY THE REQUIREMENTS OF MINIMUM ESSENTIAL COVERAGE UNDER THE AFFORDABLE CARE ACT AND IS NOT A SUBSTITUTE FOR COMPREHENSIVE HEALTH OR MAJOR MEDICAL COVERAGE. LACK OF COMPREHENSIVE HEALTH OR MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

Benefits that become payable under this Policy will include any additional provisions mandated by the State of New York that would attach to the type of insurance afforded by this Policy.

## BLANKET ACCIDENT INSURANCE POLICY

### VOLUNTEER MEMBERS

This policy is a legal contract between the **Policyholder** named in the application and **Us**. **We** agree to insure certain persons (herein called **Insured Persons**) against loss covered by this policy subject to its provisions, benefits, limitations and exclusions. The persons eligible to be insured are all persons described in this policy as **Insured Persons**. This policy provides accident insurance to **Insured Persons** while they are participating in a **Covered Activity**.

### CONSIDERATION – TERM

This policy is issued in consideration of the payment of the required premium when due as shown in the **Schedule**. **We** agree to provide the benefits shown in the **Schedule** to **Insured Persons** in accordance with the provisions and conditions of this policy. This policy may be changed or terminated without consent of or notice to each **Insured Person**.

The term of this policy begins on the policy Effective Date and continues in effect until the policy Termination Date, both of which are shown in the **Schedule**, as long as premiums are paid when due, unless otherwise terminated as further provided in this policy. If this policy is terminated, insurance ends on the date to which premiums have been paid. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder**.

### RENEWAL

After the policy Termination Date shown in the **Schedule**, this policy may be renewed for additional periods of time by mutual written consent of **Us** and the **Policyholder** at the premium rates set by **Us** for the renewal period. If this policy is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provision.

## POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This policy begins on the policy Effective Date shown in the **Schedule** at 12:01 AM Standard Time at the address of the **Policyholder** where this policy is delivered.

**Termination Date.** We may terminate this policy by giving 30 days advance notice in writing to the **Policyholder**. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder**. Termination takes effect at 12:01 AM at the **Policyholder's** address on the date of termination.

## INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the policy **Effective Date** shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this policy.

Coverage for an **Insured Person** will end on the earliest of: (1) the date this policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this policy; or (3) the date the **Policyholder's** coverage ends.

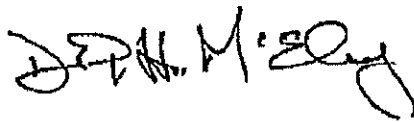
Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

## PREMIUM

**Premiums.** Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. We may change the required premiums as a condition of any renewal of this policy. We may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

This policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.



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## DEFINITIONS

*(Additional defined terms can be found throughout this policy)*

Any term in capitals and quotations or any term in bold type in the policy, application, riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

**Administrative Personnel** – means a person who works an average of 25 hours or more per week while acting within the scope of his or her employment for the **Policyholder**, which does not include any emergency response or any emergency response training as listed in items (1), (2), (3) or (4) under **Covered Activities**.

**Average Weekly Wage** – means an average weekly wage determined by the greater of:

- (1) the weekly average of the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred;
- (2) the weekly average of wages earned in the 12 months preceding the loss;
- (3) the weekly average of the annualized weekly wage earned in the three months preceding the loss; or
- (4) for the self-employed, the weekly average of the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income.

The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

**Cardiac Malfunction** – means a sudden and serious malfunction of the heart or circulatory system that occurs during or as a result of an **Insured Person's** participation in a **Covered Activity**. **Cardiac Malfunction** includes myocardial infarction, cardiac arrest, coronary thrombosis and cerebral vascular events. **Cardiac Malfunction** does not include conditions such as hypertension or angina.

**Consumer Price Index** – means the consumer price index published by the United States Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

**Covered Activity** – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise;
- (3) **Firematic Events or Contests**;
- (4) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder**, except any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (5) official functions attended primarily by members of the **Policyholder** for which the purpose is to further the business of the **Policyholder** (i.e. installation dinners, banquets, etc.);
- (6) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** including personal travel and activities related to attending such convention, conference or meeting;
- (7) Participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder**, other than a league sports event or any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (8) authorized public safety education events; and
- (9) administrative or maintenance duties.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** or any other organization.

**Covered Person** - means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

**Dependent Child** - means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** for support and maintenance. **Dependent Child** includes any adopted child and stepchild dependent upon the insured and proposed adoptive child during any waiting period prior to the finalization of the child's adoption.

**Firematic Events or Contests** – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental:

- (1) apparatus pumping contests;
- (2) battle of the barrel;
- (3) antique pumping;
- (4) hose rolling contests;
- (5) equipment donning contests;
- (6) bucket brigades;
- (7) ladder climbs;
- (8) tug of war contests; and
- (9) apparatus operation rodeos.

**Gainful Occupation** – means a job for which an **Insured Person** is qualified by reason of education, training or experience, that has a reasonable expectation to provide more than 85% of pre-disability earnings.

**Hemiplegia** - means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

**Hospital** - means a short-term, acute, general hospital, which:

- (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a **Physician** or dentist;
- (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x[k]); and
- (6) is duly licensed by the agency responsible for licensing such hospitals.

A **Hospital** is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitatory care.

**Illness(es)** – means any disease, sickness, or infection (including **Cardiac Malfunction**) of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also results in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**.

**Immediate Family Member** – means the **Insured Person's** spouse, child, parent, brother or sister.

**Infectious Disease(s)** – means an easily transmitted, potentially life-threatening disease resulting from bacterial, viral, fungal, or protozoan infection.

**Injury(ies)** – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**; and
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person** and
- (3) which is not otherwise defined as an **Illness**.

**Insured Person(s)** – means any officially designated member of the **Policyholder** while acting as:

- (1) a volunteer member for the **Policyholder**;
- (2) any junior member or member in training;
- (3) any commissioner, director, trustee or other similar position associated with the **Policyholder**;
- (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** to assist in an emergency, but only during the actual emergency;
- (5) any auxiliary member;
- (6) any non-member who is requested to participate by the auxiliary or **Policyholder**;
- (7) any member who receives remuneration for on-call duty or out of pocket expenses; and
- (8) **Administrative Personnel**;

Subject to the following:

An **Insured Person** will not include a **Paid Employee** while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members, except for **Administrative Personnel**.

**Limb(s)** - means entire arm or entire leg.

**Long-Term Total Disability** - means:

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who does not have an occupation producing wages at the time of **Total Disability**, **Long-Term Total Disability** benefits do not apply.

The **Insured Person** must be under the regular care of a **Physician** during **Long-Term Total Disability**.

**Medical Treatment** - means treatment by a **Physician** or at a **Hospital** for the **Illness**.

**Other Valid and Collectible Insurance** – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs; or
- (4) regular or disability benefits paid under a **Retirement Program** after the commencement of **Partial Disability** or **Total Disability** benefits under this policy.

**Other Valid and Collectible Insurance** will not include benefits provided by the United States Social Security Act, any individual disability insurance plans, Medicaid or no fault automobile insurance plans.

**Out-Patient Physical Therapy** – means rehabilitative physical therapy which is:

- (1) received without being confined overnight in a **Hospital** as a registered bed patient;
- (2) an approved therapy program;
- (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which he or she was confined in a **Hospital** for treatment;
- (4) administered by a licensed physical therapist; and
- (5) monitored by a **Physician**.

**Paid Employee(s)** – means a person who receives compensation and works an average of 25 hours or more per week for the **Policyholder**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** does not include **Administrative Personnel**.

**Paraplegia** - means the complete and irreversible paralysis of both lower **Limbs**.

**Partial Disability, Partially Disabled** – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means:
  - (a) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
  - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person** prior to the covered **Injury** or **Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

**Permanent Impairment** - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.



**Physician(s)** – means any duly licensed medical practitioner:

- (1) who is acting within the scope of his or her license; and
- (2) who is not the **Insured Person** or an **Immediate Family Member**.

**Policyholder** – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

**Post-Traumatic Stress Disorder** – means emotional distress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

**Quadriplegia** - means the complete and irreversible paralysis of both upper and both lower **Limbs**.

**Reasonable and Customary Expense** – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

**Retirement Program** - means any normal, early, or disability retirement benefit, provided by the **Policyholder**, State, Union or other entity where eligibility and/or benefits are based on employment with the **Policyholder**.

**Schedule** – means the Schedule of Coverage which is attached to this policy.

**Total Disability, Totally Disabled** – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means:
  - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
  - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury or Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

**Traumatic Incident** – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (1) line-of-duty death or serious injury to other **Insured Persons**;
- (2) a single incident having multiple casualties;
- (3) death or serious injury of a child; and
- (4) dealing with victims known to the **Insured Person**.

**Uniplegia** - means the complete and irreversible paralysis of one **Limb**.

**VAWBL** means the Volunteer Ambulance Workers' Benefit Law, Chapter 64-B of the Consolidated Laws of New York.

**VFBL** means the Volunteer Firefighters' Benefit Law, Chapter 64-A of the Consolidated Laws of New York.

**We, Us, or Our** refers to National Union Fire Insurance Company of Pittsburgh, Pa.

## PART I. DEATH BENEFITS

### A. ACCIDENTAL DEATH BENEFITS

- (1) **Accidental Death Benefit.** We will pay the Accidental Death Benefit Amount shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

If death to an **Insured Person** is due to a **Cardiac Malfunction** that occurs during or within 48 hours of participating in a specific **Covered Activity** that is:

- (a) an emergency response for fire suppression and rescue or emergency medical activity; or
- (b) a training exercise which simulates an emergency and where active physical participation is required,

It is presumed an accidental death and We will pay the Death Benefit shown in the **Schedule**.

In the event that an Accidental Death Benefit and an Accidental Dismemberment Benefit and/or a Vision Impairment Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

- (2) **Seat Belt Benefit.** If an Accidental Death Benefit is payable under this policy and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt or other vehicle occupant restraint, such as an ambulance harness or tether, We will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**.
- (3) **Safety Vest Benefit.** If an Accidental Death Benefit is payable under this policy and death results from being struck as a pedestrian while on the scene of a motor vehicle accident or while directing traffic and the **Insured Person** was wearing an approved American National Standards Institute, Inc. (ANSI)/ Manual on Uniform Traffic Control Devices (MUTCD) "Safety Vest", We will pay an additional amount equal to the Safety Vest Benefit Amount shown in the **Schedule**.

"**Safety Vest**" - means a vest approved in the MUTCD as published by the ANSI.

- (4) **Military Death Benefit.** If bodily injury sustained while serving or training on behalf of the United States Military or respective Guard or Reserve Unit results in a **Covered Person's** death, We will pay the Military Death Benefit shown in the **Schedule**. Death must occur within 12 months of the bodily injury. Exclusions 4 and 8 do not apply to this benefit.

No Military Death Benefit is payable if an Accidental Death Benefit is payable under this policy.

### B. DEPENDENT CHILD AND EDUCATION BENEFIT

If an Accidental Death Benefit is payable under the policy, We will pay the Dependent Child and Education Benefit Amount shown in the **Schedule** for each surviving **Dependent Child**. We may make payment directly to the **Dependent Child's**:

- (1) guardian; or
- (2) to an individual or institution with custody of the **Dependent Child** if;
  - (a) the **Dependent Child** is a minor or is not competent to give a valid receipt for payment due him or her; and
  - (b) no request for payment has been received by Us from a duly appointed guardian or other legally appointed representative.

Payment made in this manner will release **Us** from all liability to the extent of any payment made.

#### **C. SPOUSAL SUPPORT AND EDUCATION BENEFIT**

If an Accidental Death Benefit is payable under the policy, **We** will pay the Spousal Support and Education Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse. In no event will more than one Spousal Support and Education Benefit Amount be paid.

#### **D. DEPENDENT ELDER BENEFIT**

If an Accidental Death Benefit is payable under the policy, **We** will pay the Dependent Elder Benefit Amount shown in the **Schedule** for each "Dependent Elder". **We** may make payment directly to the "Dependent Elder". Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Elder**" - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

#### **E. REPATRIATION BENEFIT**

If an Accidental Death Benefit is payable under this policy and the **Insured Person** was beyond a 30 mile radius from his or her current place of primary residence at the time of death, **We** will pay for reasonable expenses incurred to transport his or her body to the local vicinity of their current place of primary residence.

**We** will not pay more than the Repatriation Benefit Amount shown in the **Schedule** per **Insured Person**.

## PART II. ACCIDENTAL DISMEMBERMENT AND IMPAIRMENT BENEFITS

### A. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFITS

If **Injury** to an **Insured Person** results in a "Loss" listed below, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown in the **Schedule** for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one **Injury**, only one amount, the largest, will be paid.

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
<b>Quadriplegia</b> .....	200%
<b>Paraplegia</b> .....	200%
<b>Hemiplegia</b> .....	200%
<b>Uniplegia</b> .....	100%
Both Hands or Both Feet .....	100%
One Hand and One Foot.....	100%
Entire Sight of Both Eyes .....	100%
One Hand and Entire Sight of One Eye .....	100%
One Foot and Entire Sight of One Eye.....	100%
Speech and/or Hearing .....	100%
One Arm or One Leg .....	100%
One Hand or One Foot .....	50%
Entire Sight of One Eye .....	50%
Both Thumbs .....	50%
One Thumb.....	25%
Each Joint of a Finger or Toe .....	10%

"**Loss**" - means **Quadriplegia**, **Paraplegia**, **Hemiplegia**, **Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. "**Loss**" of speech or hearing means the total and irrecoverable loss of speech and/or hearing. "**Loss**" of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment and Paralysis Benefit and an Accidental Death Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.



## B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in "Permanent Damage" to the **Insured Person's** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit Principal Sum shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment as shown below. This benefit will apply separately to each eye.

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the "Permanent Damage", **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both an Accidental Dismemberment and Paralysis Benefit for a loss of sight and a Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

If a Vision Impairment Benefit is payable, it will be in addition to any Accidental Dismemberment and Paralysis Benefit payable for any non-vision related **Injury** sustained while participating in the same **Covered Activity**. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

"**Permanent Damage**" - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

## C. INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants, **We** will pay the impairment rating percentage of the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule**. In no event will an Injury Permanent Impairment Benefit be payable if the **Illness** Permanent Impairment Benefit is payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

### To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment rating will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". This percentage rating will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit amount payable under this policy.

If an **Injury** results in **Uniplegia**, **We** will pay 100% of the Injury Permanent Impairment Principal Sum shown in the **Schedule**.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher, the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit Principal Sum; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit Principal Sum.

Any Injury Permanent Impairment Benefit payable under this policy will be in addition to payment made for dismemberment under the Accidental Dismemberment Benefit or Vision Impairment Benefit payable under this policy. However, in no event will the total amount of benefit payable as the result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule**, unless;

- (1) the Permanent Impairment rating for an **Injury** is 90% or higher in which case **We** will pay 125% of the Injury Permanent Impairment Principal Sum; or
- (2) an **Injury** results in **Quadriplegia**, **Paraplegia** or **Hemiplegia** in which case **We** will pay 200% of the Injury Permanent Impairment Principal Sum.

If the **Insured Person** is impaired prior to the time of **Injury**, the impairment rating that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

#### **D. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT**

If, as the result of **Injury**, an **Insured Person** suffers a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn, **We** will pay the indicated percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule**.

##### To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the Cosmetic Burn Benefit shown below. Each body part is assigned a classification relative to its visible exposure (i.e., the more visible the exposure the higher the classification);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The Cosmetic Burn Benefit below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit.

For example, by using the Cosmetic Burn Benefit shown below:

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be  $5 \times 4.5\% = 22.5\%$  of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be  $5 \times 2.25\%$  (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following explains how a Cosmetic Disfigurement Resulting From Burns Benefit will be determined. This benefit represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for a covered cosmetic disfigurement. If the **Insured Person** suffers burns in more than one area as a result of any one **Covered Activity**, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	100.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit or Illness Permanent Impairment Benefit payable under this policy. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

### PART III. WEEKLY DISABILITY BENEFITS

#### A. TOTAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits paid to the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

#### B. PARTIAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage**, and the sum of any earned income, disability income benefits paid to the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.

#### C. DISABILITY BENEFITS GENERAL

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** will be increased after Total Disability Benefits or Partial Disability Benefits have been paid to the **Insured Person** for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

#### **D. ILLNESS PERMANENT IMPAIRMENT BENEFIT**

If **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits, **We** will pay the indicated percentage of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

##### To Determine the Benefit Payable

If the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit Principal Sum as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.



#### PART IV. OCCUPATIONAL RETRAINING BENEFIT

If, as a result of **Injury** or **Illness**, an **Insured Person** is not able to remain or continue in a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program, **We** will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he or she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

**We** will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and any **Other Valid and Collectible Insurance**.

"Covered Retraining Expenses" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

#### PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Injury** results in a **Permanent Impairment** to an **Insured Person** and it is determined that the **Insured Person** has a whole person **Permanent Impairment** percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit, **We** will pay a Weekly Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on the 261st week (or 521st week if the Extended Total Disability Benefit is selected) from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Disability Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Disability Benefits section of this policy, by the percentage value of the **Insured Person's Permanent Impairment**.

For example:

If the Total Disability Weekly Disability Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ( $\$600 \times 70\% = \$420$ ).

The **Permanent Impairment** rating used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** rating will not affect the Weekly Injury Permanent Impairment Benefits payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits payable under this policy.

## PART VI. MEDICAL EXPENSE BENEFITS – (INJURY ONLY)

### A. MEDICAL EXPENSE BENEFIT

If, as a result of a covered **Injury**, an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care"; or
- (3) nursing services prescribed and monitored by a **Physician**.

**We** will pay the medical expense benefits subject to the **Policyholder's** choice of 1 or 2 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law. If benefits are not payable under the applicable Workers' Compensation act, **VFBL**, **VAWBL** or similar law, but are covered under this policy, **We** will pay such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law or any **Other Valid and Collectible Insurance**.

**We** will also pay New York Mandated Benefits required by New York Insurance law to the extent that they are appropriate for the care and treatment of a covered loss sustained by an **Insured Person**.

Medical Expense Benefits are not payable for any **Illness**.

**We** will not pay more than the Medical Expense Benefit Maximum Amount shown in the **Schedule** for any one **Injury**.

**"Home Health Care"** - means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. "Home Health Care" must be:

- (1) performed by a "Home Health Care Practitioner";
- (2) in lieu of confinement in a **Hospital** or nursing facility; and
- (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

**"Home Health Care Practitioner"** - means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a "Home Health Care Practitioner" unless such practitioner is:

- (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and
- (2) not an **Insured Person** or an **Immediate Family Member**.

### B. COSMETIC PLASTIC SURGERY BENEFIT

If an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are payable, **We** will pay the **Reasonable and Customary Expense(s)** incurred. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

#### C. POST-TRAUMATIC STRESS DISORDER BENEFIT

If, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires **Medical Treatment** for a **Post-Traumatic Stress Disorder**, **We** will pay the **Reasonable and Customary Expense(s)** incurred. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post-Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

#### D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

If a "Critical Incident Stress Management Team" is requested and authorized by the **Policyholder** and is required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, **We** will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team". Covered expenses include, but are not limited to, the cost of necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

"Critical Incident Stress Management Team (CISMT)" - means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

#### E. FAMILY EXPENSE BENEFIT

If an **Insured Person** is admitted to the **Hospital** as an inpatient due to a covered **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

#### F. FAMILY BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

If an Accidental Death Benefit is payable under this policy or if an **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force and a **Dependent Child** or "Resident" **Immediate Family Member**, of an **Insured Person** requires counseling, **We** will pay the reasonable expense(s) incurred for counseling. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Family Bereavement and Trauma Counseling Benefit Maximum Amount shown in the **Schedule** for each **Dependent Child** or "Resident" **Immediate Family Member** for any one **Covered Activity**.

"Resident" - means that the **Immediate Family Member's** domicile is at the home of the **Insured Person**. A domicile is where the **Immediate Family Member's** permanent home is located or the place the **Immediate Family Member** intends to return to after a short-term absence, such as, but not limited to; vacation, business assignment, college, military assignment.

## PART VII. CONTINUATION OF HEALTH INSURANCE PREMIUM BENEFIT

We will pay a benefit equal to the "Continuation of Health Insurance Premium", up to the Continuation Health Insurance Premium Benefit Maximum Amount shown in the **Schedule** if:

- (1) as a result of **Injury** or **Illness**, an **Insured Person** becomes **Totally Disabled**;
- (2) We have paid six weeks of Total Disability Benefits under the policy; and
- (3) the **Insured Person** is responsible for his or her "Continuation of Health Insurance Premium".

The **Insured Person** must submit to **Us** proof that the premium contribution was previously paid by the **Insured Person's** employer or by the **Insured Person** himself or herself.

This coverage does not apply if the **Policyholder** provides health insurance benefits for the **Insured Person**. This benefit also does not apply for an **Insured Person** who is:

- (1) self-employed as described under item (4) of the **Average Weekly Wage** definition; or
- (2) an officer or a partner in any organization that purchases health insurance for the **Insured Person**.

"Continuation of Health Insurance Premium" means payments by the **Insured Person** to maintain employer-provided individual or family health insurance, after the employer paid premium or contribution becomes the responsibility of the **Insured Person**.

## PART VIII. FELONIOUS ASSAULT BENEFIT

If an **Insured Person** suffers a covered **Injury** or **Illness** as a result of a "Felonious Assault" that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, and one or more of the following are payable: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Illness Permanent Impairment Benefit or Cosmetic Disfigurement Resulting from Burns Benefit as provided by this policy, and the Felonious Assault Benefit is indicated in the **Schedule**, We will pay the Felonious Assault Benefit Amount.

We will not pay more than the Felonious Assault Benefit Amount shown in the **Schedule** per **Insured Person**.

"Felonious Assault" will not apply to a Police Officer while acting within the scope of his or her employment.

"Felonious Assault" - means any willful or unlawful use of force upon the **Insured Person**:

- (1) with the intent to cause bodily injury to the **Insured Person**; and
- (2) that results in bodily harm to the **Insured Person**; and
- (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

## PART IX. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under this policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

**We** will pay the Home Alteration and Vehicle Modification Benefit for "Home Alteration and Vehicle Modification Expenses" that are incurred within three years after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.

**We** will pay any "Home Alteration and Vehicle Modification Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and any **Other Valid and Collectible Insurance**.

"Home Alteration and Vehicle Modification Expenses" - means one-time expenses that:

- (1) are charged for:
  - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
  - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.



## PART X. OPTIONAL BENEFITS

### A. WEEKLY HOSPITAL BENEFIT

If Weekly Disability Benefits are payable under this policy and the Weekly Hospital Benefit is indicated in the **Schedule**, **We** will also pay the Weekly Hospital Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Disability Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury**.

The Weekly Hospital Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 104 weeks for all **Injuries** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive or critical care unit, the Weekly Hospital Benefit Amount shown in the **Schedule** is doubled.

### B. FIRST WEEK TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the First Week Total Disability Benefit is indicated in the **Schedule**, **We** will pay a one-time additional weekly benefit equal to the First Week Total Disability Benefit Amount shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the First Week Total Disability Benefit Amount for each full day of **Total Disability**. **We** will pay the First Week Total Disability Benefit Amount in addition to any other weekly benefit payable under this policy.

### C. COORDINATED 28 DAY TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the Coordinated 28 Day Total Disability Benefit is indicated in the **Schedule**, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of the Total Disability Weekly Amount (first 28 days) payable under this policy and any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law not to exceed the Coordinated 28 Day Total Disability Benefit Maximum Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled**. This benefit is payable for the first 28 days of **Total Disability**.

If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Coordinated 28 Day Total Disability Benefit for each full day of **Total Disability**.

### D. EXTENDED TOTAL DISABILITY BENEFIT

If an **Insured Person** is **Totally Disabled** and the Extended Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from five years (260 weeks) to 10 years (520 weeks).

## E. LONG-TERM TOTAL DISABILITY BENEFIT

If an **Insured Person** meets the definition of **Long-Term Total Disability** and the Long-Term Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Extended Total Disability Benefit from 10 years (520 weeks) to age 70.

The Long-Term Total Disability Benefit amount payable will be based on the Weekly Disability Benefit Amount payable on the 29th day of **Total Disability**, plus annual compounded increases, offset by any Weekly Injury Permanent Impairment Benefit payable for the same loss.

The following paragraph is hereby added under Disability Benefits General as follows:

If an **Insured Person** becomes able to return to their regular occupation or becomes otherwise employed, benefits under **Long-Term Total Disability** will cease.

## F. COST OF LIVING ADJUSTMENT (COLA) BENEFITS

- (1) Weekly Injury Permanent Impairment COLA
- (2) Long-Term Total Disability COLA

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA Benefit is indicated in the **Schedule** and the Weekly Injury Permanent Impairment Benefit or the Long-Term Total Disability Benefit becomes payable under this policy, the amount payable will be increased annually after benefits have been paid for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%.

## G. 24-HOUR ACCIDENT BENEFIT – INJURY ONLY

24-Hour Accidental Death Benefit. **We** will pay the 24-Hour Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

24-Hour Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the 24-Hour Accident Benefit Amount indicated in the **Schedule** and the percentage indicated in the Accidental Dismemberment and Paralysis Benefit or the Vision Impairment Benefit.

**We** will pay the 24-Hour Accident Benefit Amount, as described above, when a **Covered Person** suffers a bodily injury at any time, whether during a **Covered Activity** or not, other than during participation in a league sports event or any form of football, hockey, lacrosse, soccer, boxing, rugby, or martial arts, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment. Any 24-Hour Accident Benefit payable is in addition to any Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for a 24-Hour Accidental Death, and/or a 24-Hour Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the 24-Hour Accident Benefit Amount shown in the **Schedule**, or the indicated percentage in the Accidental Death, Dismemberment and Paralysis Benefit per **Covered Person**, whichever is greater.

In no event will both, a 24-Hour Benefit and an Off-Duty Accident Benefit be provided under this policy.

## H. OFF-DUTY ACCIDENT BENEFIT – INJURY ONLY

Off-Duty Accidental Death Benefit. We will pay the Off-Duty Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

Off-Duty Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the Off-Duty Accident Benefit Amount indicated in the **Schedule** and the percentage indicated in the Accidental Dismemberment and Paralysis Benefit or the Vision Impairment Benefit.

We will pay the Off-Duty Accident Benefit, as described above, when a **Covered Person** suffers a bodily injury that does not occur during a **Covered Activity**, other than during participation in a league sports event or any form of football, hockey, lacrosse, soccer, boxing, rugby, or martial arts, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for an Off-Duty Accidental Death, and/or an Off-Duty Accidental Dismemberment and Paralysis and/or a Vision Impairment. We will not pay more than 100% of the Off-Duty Accident Benefit Amount shown in the **Schedule**, or the indicated percentage in the Accidental Death, Dismemberment and Paralysis Benefit per **Covered Person**, whichever is greater.

In no event will both, an Off-Duty Benefit and a 24-Hour Accident Benefit be provided under this policy.

## EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
  - (a) as a passenger on a commercial aircraft;
  - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post-Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by this policy or;
- (8) military service of any state or country, except as provided by this policy.

## OTHER COVERAGE WITH US

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The policy, application(s), riders, endorsements, amendments, or other attached papers make up the entire contract between the **Policyholder** and **Us**.

No change in this policy will be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy. No agent may change or waive any of the provisions of the policy.

**Statements:** In the absence of fraud, all statements made by the **Policyholder** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless it is material, it appears in a written instrument signed by the **Policyholder**, and a copy of the statement is furnished to the **Insured Person**, his or her beneficiary or personal representative.

**Incontestability:** The validity of this policy will not be contested after it has been in force for two year(s) from the policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

**Grace Period:** This policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this policy will remain in force.

**Notice of Claim:** Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon after as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** executive offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, will be deemed notice to **Us**.

**Claim Forms:** When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If such forms are not furnished before the expiration of fifteen days after **We** receive notice of claim under the policy, the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting within the time frame fixed in the policy for filing proof of loss, written proof covering the occurrence, character, and extent of loss for which the claim is made.

**Proof of Loss:** In the case of claim for loss of time for disability, written Proof of Loss must be given within 30 days after the commencement of the period for which **We** are liable. Subsequent written proof of continuing disability must be furnished to **Us** at intervals as **We** may reasonably require. For any other loss, **We** must be given written proof within 120 days after the loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible.

**Time of Payment of Claims:** Subject to our receipt of written proof of loss for other than loss of time, **We** will pay any benefits due within 60 days of receipt of due written proof of loss.. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

**Payment of Claims:** Any Accidental Death Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder**.

If no beneficiary is named, Accidental Death Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in this policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

**Physical Examination and Autopsy:** **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under this policy. **We** may also have an autopsy performed unless prohibited by law.

**Legal Actions:** No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

**Change of Beneficiary:** The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder**. The beneficiary's consent is not required for this or any other change in this policy, unless the designation of the beneficiary is irrevocable.

**Conformity with State Statutes:** Any provision of this policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

**Clerical Error:** The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.



**Examination and Audit:** We will be permitted to examine and audit a **Policyholder's** records relating to this policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the policy or until all claims have been settled or adjusted, whichever is later.

**New Entrants:** New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under this policy.

**Duty to Cooperate:** The **Policyholder** and the **Insured Person** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under this policy. Neither the **Policyholder** nor the **Insured Person** will voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder** or the **Insured Person**.

**Not In Lieu Of Workers' Compensation:** This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

**Noncompliance with Policy Requirements:** Any express waiver by **Us** of any requirements of this policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

**Misstatement of Age:** If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

**Assignment:** This policy is non-assignable. An **Insured Person** may not assign any of his or her rights, privileges or benefits under this policy.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: CITY OF GLEN COVE  
Policy Number: VFP-4433-11006E-0  
Effective Date: 12/1/2020

## ORGANIZED TEAM SPORTS RIDER

### SOFTBALL

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

If "Injury" or death to an **Insured Person** results from participation in, including travel to and from, a specific organized team sport, **We** will pay the benefits as indicated below.

#### A. ACCIDENTAL DEATH BENEFIT

**We** will pay the Accidental Death Benefit shown below if "Injury" to an **Insured Person** results in the **Insured Person's** death.

Accidental Death Benefit Amount ..... \$10,000

#### B. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFIT

If a "Loss" listed below results in "Injury" to an **Insured Person**, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown below for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one "Injury", only one amount, the largest, will be paid.

### Accidental Dismemberment and Paralysis Chart

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
<b>Quadriplegia</b> .....	200%
<b>Paraplegia</b> .....	200%
<b>Hemiplegia</b> .....	200%
<b>Uniplegia</b> .....	100%
Both Hands or Both Feet .....	100%
One Hand and One Foot.....	100%
Entire Sight of Both Eyes .....	100%
One Hand and Entire Sight of One Eye .....	100%
One Foot and Entire Sight of One Eye.....	100%
Speech and/or Hearing .....	100%
One Arm or One Leg .....	75%
One Hand or One Foot .....	50%
Entire Sight of One Eye .....	50%
Both Thumbs .....	50%
One Thumb.....	25%
Each Joint of a Finger or Toe .....	10%

Accidental Dismemberment and Paralysis Principal Sum ..... \$10,000

**"Loss"** - means **Quadriplegia, Paraplegia, Hemiplegia, Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. **"Loss"** of speech or hearing means the total and irrecoverable loss of speech and/or hearing. **"Loss"** of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment Benefit and an Accidental Death Indemnity Benefit are payable under this rider as a result of any "Injury" sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

#### **C. TOTAL DISABILITY BENEFIT**

- (1) If "Injury" to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Income Benefit shown below for the first 28 days of **Total Disability**.

Total Disability Weekly Income Benefit (first 28 days) ..... \$200

- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VAWBL, VFBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of 26 weeks.

Total Disability Maximum Weekly Amount (after 28 days) ..... \$200

- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown below. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

Total Disability Minimum Weekly Amount.....\$200

If an **Insured Person** is **Totally Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is so disabled.

**We** will pay up to a maximum of 26 weeks for any one "Injury".

Periods of **Total Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

#### **D. MEDICAL EXPENSE BENEFIT**

If, as a result of a covered "Injury" an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) **Home Health Care**;
- (3) nursing services prescribed and monitored by a **Physician**.

**We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any Workers' Compensation act, **VAWBL**, **VFBL** or similar law or any **Other Valid and Collectible Insurance**.

All medical expense benefits will be paid subject to the terms and limits of each applicable part.

**We** will not pay more than the Medical Expense Maximum Amount shown below for any one "Injury".

Medical Expense Maximum Amount.....\$10,000

Deductible Amount (if applicable) .....\$100

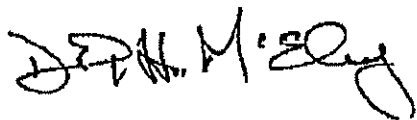
**Total Additional Premium** .....

"Injury" as used in this rider, means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in an organized team sport while coverage under this rider is in force as to the **Insured Person**;
- (2) which directly and independently causes a loss to the **Insured Person**; and
- (3) which is not an illness.

The term "Injury" includes, but is not limited to, hernia, back strain or sprain, heat exhaustion, and over-exertion.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:

A handwritten signature in black ink, appearing to read "J. H. McElroy".

President

A handwritten signature in black ink, consisting of stylized initials.

Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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## THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

Policyholder: CITY OF GLEN COVE  
Policy Number: VFP-4433-11006E-0  
Effective Date: 12/1/2020

### DOMESTIC PARTNERSHIPS ENDORSEMENT

This Endorsement is issued in consideration of the premium paid and is attached to and made part of the Policy or Certificate as of the Effective Date shown above at 12:01 AM Standard Time at the address of the Policyholder. It applies only with respect to coverages that are in effect under the referenced Policy or Certificate on or after that date. Any changes in the premium apply as of the first premium due date on or after the effective date of this Endorsement. This Endorsement is subject to all of the provisions, benefits, limitations, and exclusions of the Policy or Certificate except as they are specifically modified by this Endorsement. If there is a conflict between the Policy or Certificate and this Endorsement, the terms of this Endorsement will govern. This Endorsement amends the Policy or Certificate in the following manner:

- The following is added to and made a part of the Policy or Certificate. It replaces any material pertaining to Domestic Partnership that may already be contained in the Policy or Certificate. This Endorsement amends the Policy or Certificate to provide coverage for Domestic Partnerships.

**Domestic Partner** means a person who has entered into a Domestic Partnership.

**Domestic Partnership** means an arrangement whereby two persons of the same or opposite sex have established a domestic or civil union relationship and who have submitted proof of such arrangement in the form of the following:

1. Registration as a Domestic Partnership indicating that neither individual has been registered as a member of another Domestic Partnership within the last six months, where such registry exists, or
2. For partners residing where registration does not exist, by:
  - a. an alternative affidavit of Domestic Partnership. The affidavit must be notarized and must contain the following
    - The partners are both eighteen years of age or older and are mentally competent to consent to contract.
    - The partners are not related by blood in a manner that would bar marriage under laws of the State of New York
    - The partners have been living together on a continuous basis prior to the date of the application;
    - Neither individual has been registered as a member of another Domestic Partnership within the last six months; and
  - b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and



c. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence;

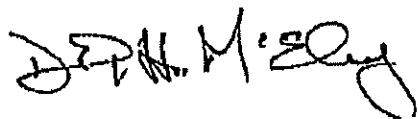
- joint bank account
  - joint credit card or charge card
  - joint obligation on a loan
  - status as an authorized signatory on the partner's bank account, credit card or charge card
  - joint ownership of holdings or investments, residence or of real estate other than residence
  - listing of both partners as tenants on the lease of the shared residence
  - shared rental payments of residence (need not be shared 50/50)
  - listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
  - common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50)
  - shared household budget for purposes of receiving government benefits
  - status of one as representative payee for the other's government benefits
  - joint ownership of major items of personal property (e.g., appliances, furniture)
  - joint ownership of a motor vehicle
  - joint responsibility for child care (e.g., school documents, guardianship)
  - shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50)
  - execution of wills naming each other as executor and/or beneficiary
  - designation as beneficiary under the other's life insurance policy
  - designation as beneficiary under the other's retirement benefits account
  - mutual grant of durable power of attorney
  - mutual grant of authority to make health care decisions (e.g., health care power of attorney)
  - affidavit by creditor or other individual able to testify to partners' financial interdependence
  - other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.
- The definitions, terms, conditions or any other provisions of the Policy, including any Application, the Certificate, and/or any Riders and Endorsements to which this Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Domestic Partnership.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Domestic Partnership.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Domestic Partnership.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa., witness this Endorsement:

A handwritten signature in black ink, appearing to read "J. H. McLaughlin".

President

A handwritten signature in black ink, consisting of two distinct, stylized marks.

Secretary

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

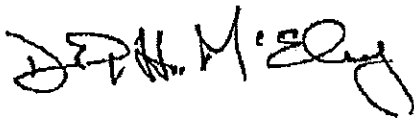
**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 12/1/2020 forms a part of Policy No. VFP-4433-11006E-0 issued to CITY OF GLEN COVE by National Union Fire Insurance Company of Pittsburgh, PA.

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

**IMPORTANT NOTICE TO OUR CUSTOMERS  
REGARDING THE  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

---

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

**WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

**PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:  
<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

**OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

**POTENTIAL ACTIONS BY US**

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

**YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See  
<https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.

# Resolution 6-D





# CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>▪ Social Security number and payment history</li><li>▪ insurance claim history and medical information</li><li>▪ account transactions and credit scores</li></ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>	
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1-800-258-2930 or go to <a href="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>	

<b>Who is providing this notice?</b>	
The Chubb Group. A list of these companies is located at the end of this document.	
<b>What we do</b>	
<b>How does Chubb Group protect my personal information?</b>	
To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.	
<b>How does Chubb Group collect my personal information?</b>	
We collect your personal information, for example, when you	
<ul style="list-style-type: none"> <li>▪ apply for insurance or pay insurance premiums</li> <li>▪ file an insurance claim or provide account information</li> <li>▪ give us your contact information</li> </ul>	
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
<b>Why can't I limit all sharing?</b>	
Federal law gives you the right to limit only	
<ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul>	
State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.	
<b>Definitions</b>	
<b>Affiliates</b>	
Companies related by common ownership or control. They can be financial and nonfinancial companies.	
<ul style="list-style-type: none"> <li>▪ Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.</li> </ul>	
<b>Nonaffiliates</b>	
Companies not related by common ownership or control. They can be financial and nonfinancial companies.	
<ul style="list-style-type: none"> <li>▪ Chubb does not share with nonaffiliates so they can market to you.</li> </ul>	
<b>Joint Marketing</b>	
A formal agreement between nonaffiliated financial companies that together market financial products or services to you.	
<ul style="list-style-type: none"> <li>▪ Our joint marketing partners include categories of companies such as banks.</li> </ul>	

### Other important information

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:**

Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at [privacyinquiries@Chubb.com](mailto:privacyinquiries@Chubb.com), or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bcpinfo@ag.state.nv.us](mailto:bcpinfo@ag.state.nv.us), or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

**For Vermont residents only:** Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

### Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

**CHUBB**

ACE American Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106  
(Herein called We, Us, Our)

## **Blanket Enhanced Cancer Insurance Policy Amendment**

**Policy Number: PTP N18002553**

**Effective Date: January 1, 2021**

**Policyholder: City of Glen Cove**

**Amendment No.: 2**

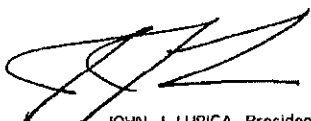
This Amendment form is made a part of the Policy to which it is attached and applies as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. Any changes in premium apply as of the first premium due date on or after the effective date of this form.

The Policy has been changed as follows:

- In consideration of the payment of the required premium, this policy is renewed for the Policy Term beginning January 1, 2021 and ending January 1, 2022.
- Premiums for this Policy Term are: \$19,560

This form ends at the same time as the Policy. It is subject to all of the terms, limitations and conditions of the Policy except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

  
JOHN J. LUPICA, President

  
REBECCA L. COLLINS, Secretary

# Resolution 6-E



**CONSULTANT CONTRACT  
BETWEEN THE CITY OF GLEN COVE  
AND WALDEN ENVIRONMENTAL ENGINEERING, PLLC**

**AGREEMENT** dated as of the **9th** day of **December, 2020**, between the City of Glen Cove, a Municipal Corporation duly created and existing under the laws of the State of New York, having its office located at City Hall, 9 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as "City"), and Walden Environmental Engineering, PLLC, a corporation under the laws of the State of New York, having its office at 16 Spring Street, Oyster Bay, NY 11771 (hereinafter referred to as "Consultant").

**W I T N E S S E T H:**

**WHEREAS**, the City requires the services of a professional engineering consultant to perform services as described for the Professional Engineering and Inspection Services for the Lead Service Line Replacement Program (the "Project," as described in Appendix A attached hereto); and

**WHEREAS**, the Consultant is qualified and experienced in performing such services;

**WHEREAS**, the Consultant was selected from a competitive procurement process;

**WHEREAS**, the aforesaid services will be funded in part from a Lead Service Line Replacement Program Grant administered by New York State Department of Health ("NYSDOH"), with NYSDOH contract number DOH01-C34901GG-3450000;

**NOW, THEREFORE**, the parties agree as follows:

1. Term

This Agreement shall commence on the date that it is executed by the City and the Consultant (the "Commencement Date") and terminate on the 31st day of May, 2021 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing the City shall, in its sole discretion, have the right to extend this Agreement by delivering a notice of extension to the Consultant at least thirty (30) days prior to the Expiration Date. The extended Agreement shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. The Consultant may apply for an Agreement extension in a written notice to the City at least thirty (30) days prior to the date of expiration fixed by the terms of this Agreement.

2. Services to be Performed

(a) The Consultant shall perform the services described in the Scope of Services (Appendix A) annexed hereto and made a part hereof in conformance with the provisions of this Agreement and



in conformance with signed amendments as may be agreed to between the parties to this Agreement.

3. Responsibility of Consultant.

(a) The Consultant shall be responsible for the professional quality, technical accuracy and all other services provided by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the services as may be required to complete the Project.

(b) Neither the City's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(c) All services required shall be performed personally by the Consultant and/or the subcontractors that are part of the Fee Schedule (Appendix C). None of the work or services performed under this Agreement shall otherwise be subcontracted without the City's prior written approval.

(d) The Consultant may have to conduct site visits and meet with such appropriate City personnel and agents as the City deems necessary to carry out this Agreement.

(e) The Consultant, in coordination with the City, must ensure that any materials, printed, constructed, and/or produced which are funded in whole or in part through any activity supported under the Lead Service Line Replacement Program must acknowledge the support of the NYSDOH.

(f) The Consultant will regularly advise City of the status of the Project, and will coordinate its activities with City and accommodate other City activities at the Project site. The Consultant and City shall each designate an authorized representative to be available for consultation, assistance and coordination of activities.

(g) The firm shall make arrangements for all utilities and underground structures to be surveyed and marked out to the extent that they may affect design and construction associated with the Project.

4. City's Responsibilities

(a) City agrees to provide information in its possession including studies, available descriptive information about the project site, prior site evaluations and current conditions.

(b) City will cooperate with the Consultant to complete the Project in a timely, efficient, and cost-effective manner. City shall designate an authorized representative familiar with the Project who shall be available to the Consultant and who has the authority to make all decisions required to assure that the Consultant can provide the services per this Agreement.

5. Permits and Other Approvals

Unless specified otherwise the Consultant shall obtain in City's name all permits and approvals required for the Project.

6. Time of Performance.

(a) The services shall commence at the time that the Consultant is notified to proceed and will continue through completion of the project pursuant to the proposed project Work Schedule. Notice to proceed shall be via a written directive issued by the City.

(b) Within two (2) weeks of the Consultant's receipt of said notice, a critical path method (CPM) Work Schedule detailing all phases of work as outlined in the attached Scope of Services (Appendix A) and benchmark dates for completion of same, shall be submitted to the City for review and approval. The Work Schedule shall become an amendment to this Agreement (Appendix B).

(c) The work shall be performed under the direction of the City of Glen Cove and in accordance with Article 1 of this Agreement. The Consultant shall not commence work on a phase of the Project without the written approval of the City.

7. Compensation.

(a) It is understood and agreed that the maximum to be paid the Consultant for its services under and specific to this Agreement shall not exceed **(\$62,660)** per the Fee Schedule (Appendix C) attached hereto and made a part hereof. The City has budgeted for the full amount of this contract. The Fee Schedule shall contain a detailed fee proposal including the Consultant and subconsultants. This fee proposal shall include manpower estimates (number of hours for each staff member) for each phase of work per the Scope of Services and an hourly rate schedule.

(b) The City shall not be responsible for insurance, payroll taxes or fringe benefits.

(c) The multipliers for overhead costs and fee included in the hourly billing rates in the fee schedule shall not exceed 2.8 percent for design and reporting tasks and shall not exceed 2.3 percent for construction tasks.

8. Method of Payment.

(a) Payments to the Consultant will be made in accordance with the terms of City

requirements. All invoices must be accompanied by signed timesheets, City claim vouchers, and other appropriate supporting documentation as requested by the City and Glen Cove Community Development Agency (CDA).

(b) The City's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice and originally signed voucher after services are performed or goods delivered. Payment for services performed to the satisfaction of the City shall be made on a monthly basis in the ordinary course of business upon receipt of duly authenticated invoices and vouchers. Receipts for all non-personal expenses must be attached for such expenses to be eligible for reimbursement. Ten (10) percent of the Agreement amount will be retained for up to 60 days after the final product has been delivered in order to ensure full compliance with Agreement guidelines.

9. Additional Rights and Remedies.

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

10. Independent Contractor.

The relationship of the Consultant to the City arising out of this Agreement is that of an independent contractor. The Consultant shall have no power or authority to act for, represent or bind the City in any manner, and shall not be entitled to any life insurance, health insurance, pension benefits or other benefits afforded to the regular employees of the City.

11. Delays.

The City shall have the right to delay, postpone or suspend the services of the Consultant at any time and for any reason deemed to be in the best interest of the City. In such event, the Consultant shall be paid such sums as shall be determined by the City to be due and owing for services actually rendered to the date of delay, postponement or suspension, based on the staff time performed to that date. Such delay, postponement or suspension shall not give rise to any cause of action for damages or for extra remuneration against the City.

12. Termination.

(a) The City may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the City, an equitable adjustment in compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed services. The Consultant will be paid for its services based on the staff time performed up to the date of termination.

(c) If the termination is due to the failure of the Consultant to fulfill its Agreement obligations in a timely and proper manner as provided for in this Agreement, the Consultant shall be liable to the City for any additional cost incurred by the City to correct the Consultant's errors.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in compensation shall be made as provided in Paragraph (b) of this clause.

13. Changes.

(a) The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.

(b) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization from the City.

14. Assignability.

Other than as described in the Consultant's proposal to the City, the Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto, provided, however, that claims for money due to the Consultant from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, and until such notice is received, the assignment shall be ineffective against the City.

15. Interest of Consultant.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

16. Property Rights.

All work produced, and the product of all services rendered by the Consultant pursuant to

this Agreement, shall be the property of the City. The Consultant agrees that any work based on the services rendered under this Agreement shall be kept in confidence and not be released, published, or disseminated in any form without the consent in writing of the City.

17. Right to Data.

The City shall have unlimited rights, for the benefit of the City, to all drawings, designs, specifications, notes, reports, summaries, estimates and other work developed in the performance of this Agreement, without additional cost to the City; and with respect thereto, the Consultant agrees to and does hereby grant to the City a royalty-free license to all such data which it may cover by copyright and to all designs as to which it may assert any rights or establish any claim under the design patent or copyright laws. The Consultant, for a period of three (3) years after completion of the project, agrees to furnish and to provide access to the original or copies of all such materials at the request of the City.

18. Disputes.

Pending final decision or determination by a court of competent jurisdiction of a dispute arising under this Agreement, the Consultant shall proceed diligently with performance in accordance with the Agreement and in accordance with the City's direction.

19. Final Payment.

Prior to final payment under the Agreement, or prior to settlement upon termination of the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this Agreement.

20. Non-Discrimination and Affirmative Action

(a) Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the City and Consultant 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. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall

appear in type twice as large as that used in the body of the advertisement.

(b) The City has an established goal of thirty (30) percent New York State Certified Minority and Woman-Owned Business Enterprises (MWBE) participation for this Agreement. The percentage of the fee allocated to MWBEs must reflect this goal, with no less than fifteen (15) percent of the total fee schedule allocated to MBEs and no less than fifteen (15) percent of the total fee schedule allocated to WBEs. The Consultant must comply with this MWBE participation goal, and all affirmative action policies mandated by the Federal, State and local government.

## 21. Consulting Liability and Hold Harmless Agreement

The Consultant will be responsible for all damage to life and property due to negligent acts, errors, or omissions of the Consultant, the Consultant's subcontractors, agents, or employees in the performance of service under this Agreement.

The Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious and patent errors in the progression of the Consultant's work. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Agreement.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify The City of Glen Cove and Glen Cove Community Development Agency (CDA), and all employees, elected officials, departments, boards, commissions and agencies of the City, their agents and servants, in addition to the New York State Department of Health (NYSDOH) (collectively the "Indemnified Parties") from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or any Amendments thereto, unless arising out of the Indemnified Parties' gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, the Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Parties immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than the Consultant are responsible for the claim does not relieve the Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in

part by the negligence or willful misconduct of the Indemnified Parties. In order for the Consultant to be relieved of the duty to defend, there must be no possible factual or legal basis on which the Consultant's duty to indemnify under any provision of this section or this Agreement could be held to attach.

22. Insurance.

The Consultant shall not commence any work, and the Consultant shall not permit any employee or subcontractor to commence any work until satisfactory proof of carriage of all required forms of insurance, as set forth below, are submitted to and approved by the City.

(a) Commercial General Liability Insurance

The Consultant and its subconsultants shall take out and maintain during the life of this contract such Commercial General Liability Insurance as will protect it and any subconsultant performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by itself or by its subconsultant, or by any directly or indirectly employed by either of them. The City of Glen Cove, Glen Cove Community Development Agency (CDA), and New York State Department of Health (NYSDOH) shall be named as "additional insured" on all required liability insurance policies. The amounts of such insurance shall be as follows:

Commercial General Liability Insurance in an amount of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars for bodily injuries, including wrongful death to any one person, and Two Million and 00/100 (\$2,000,000.00) Dollars for each occurrence, and Five Million and 00/100 (\$5,000,000.00) Dollars general aggregate.

(b) Workers' Compensation Insurance

The Consultant and its subconsultants shall take out and maintain, during the life of this contract, Workers' Compensation Insurance to limits required by New York State law for all his employees employed at the site of the project and in case of any of the work being sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance to limits required by New York State law for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant.

(c) Property Damage Insurance.

The Consultant and its subconsultants shall take out and maintain during the life of this contract Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such



operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The City of Glen Cove, Glen Cove CDA, and NYSDOH shall be named as "additional insured" on all required liability insurance policies. Property Damage Insurance shall be maintained in an amount of not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars for damages on account of any one accident and Two Hundred Thousand and 00/100 (\$200,000.00) Dollars aggregate during the policy period.

(d) Business Automobile Liability Insurance

The Consultant and its subconsultants shall take out and maintain during the life of this contract Business Automobile Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000) Dollars.

(e) Professional Liability Insurance

The Consultant and its subconsultants shall take out and maintain Professional Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000) Dollars maintained during and for a period of three (3) years after completion of the City's contract for the subject project with NYSDOH.

(f) Disability Benefits

The Consultant and its subconsultants shall maintain during the life of this contract Disability Benefits coverage as required by New York State Disability Law.

(g) Proof of Carriage of Insurance and Other Requirements

The Consultant shall furnish the City with certificates of insurance for each type of insurance required, indicating the City, Glen Cove CDA, and NYSDOH as certificate holder and additional insured.

All certificates and insurance policies shall bear the policy numbers, the expiration date of the policies and the limits of liability thereunder. Both the certificates and the policy shall be endorsed to provide the City with any notice of cancellation at least ten (10) days prior to the actual date of such cancellation.

Failure to maintain the required insurance shall be grounds for termination for default.

This Agreement shall be void and of no effect unless the Consultant procures the required insurance policies and maintains them until completion of the work or acceptance by City, whichever is later.

The insurance policies should be provided by insurance companies licensed to do business in the State of New York.

23. Controlling Law.

This Agreement is to be governed by the laws of the State of New York.

24. Successors and Assigns.

(a) The City and Consultant each is hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and Consultant (and to the extent permitted by Paragraph (b) below, the assigns of the City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

(b) Other than as indicated in the Consultant's proposal to the City, neither the City nor Consultant shall assign, sublet or transfer any rights under, or interest in (including, but without limitation, moneys that may become due or moneys that are due), this Agreement without written consent of the other, or execute to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

(c) Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Consultant and not for the benefit of any other party.

25. Order of Precedence.

The Consultant shall follow the order of precedence below regarding guidelines pursuant to this Agreement:

(a) NYSDOH guidelines, including but not limited to the Lead Service Line Replacement Program Master Grant Contract between NYSDOH and the City of Glen Cove;

(b) City of Glen Cove guidelines;

(c) Any and all questions on conflicting guidance shall be directed to the attention of the Glen Cove Department of Public Works Director in writing by the Consultant.

26. Code of Ethics.

The Consultant specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State, or Municipal officers and employees.

27. Covenant against Contingent Fees.

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Subcontractors/Subconsultants.

All subcontractors and subconsultants performing work on this project shall be bound by the same required Agreement provisions as the Consultant. All agreements between the Consultant and subcontractor or other subconsultant shall be subject to review by the City.

NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Agreement provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the City has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

29. Service of Process.

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

30. Notice.

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery, or transmitted by facsimile or electronic mail transmission (including PDF) to the authorized representatives designated under this Agreement. The party providing notice must be able to document delivery to the other party. The contact information of the authorized representatives for written notices shall be inserted below:

Walden Environmental Engineering, PLLC  
16 Spring Street, Oyster Bay, NY 11771  
Attention: Nora Brew, P.E., Vice President  
Telephone: (516) 624-7200  
Fax: (516) 624-3219  
Email: nbrew@Walden-Associates.com

To: City of Glen Cove  
Address: Department of Public Works, City Hall, 9 Glen Street, Glen Cove NY 11542  
Attention: Louis Saulino, P.E., Director of Public Works  
Telephone: (516) 676-4402  
Email: LSaulino@glencoveny.gov

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. The named representatives of the Contractor of City may, for purposes of this Contract, change his or her address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Article.

33. Miscellaneous.

(a) This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

(b) No contractual relationship shall be deemed to exist between the Consultant and the State as a result of this Agreement.

(c) The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

(d) Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and be enforced as though it were included herein.

(e) All attachments to this Agreement (Appendices A-F) are made a part hereof.

## **ATTACHMENTS**

**Appendix A: Scope of Services**

**Appendix B: Work Schedule**

**Appendix C: Fee Schedule**

**Appendix D: Organization Chart**

**Appendix E: NYSDOH-City of Glen Cove Lead Service Line Replacement Program  
Master Grant Contract**

**Appendix F: Title VI/Non-Discrimination Assurances**

**IN WITNESS WHEREOF**, the Walden Environmental Engineering, PLLC, have executed this Agreement as of the day and year first above written.

CITY OF GLEN COVE

WALDEN ENVIRONMENTAL ENGINEERING, PLLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Timothy Tenke, Mayor

\_\_\_\_\_

Name, Title

Name, Title

## ACKNOWLEDGMENT

STATE OF NEW YORK     )  
                                      )ss.:  
COUNTY OF NASSAU     )

On this 9th day of December 2020, before me personally came and appeared Timothy Tenke, to me known, who being by me duly sworn, did depose and say that he resides at 9 Glen Street, Glen Cove, New York 11542, that he is the Mayor of the City of Glen Cove, the municipal corporation described in and which executed the foregoing instrument, that he knows the seal of the City of Glen Cove, the seal affixed to said instrument is such municipal seal, that it was so affixed by order of the City Council of the City of Glen Cove, that he signed his name thereto by like order, and that said order empowered him to bind the City of Glen Cove to the obligations of the foregoing agreement.

Notary Public



**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK     )  
  )ss.:  
COUNTY OF NASSAU     )

On this 9th day of December 2020, before me personally came and appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that (HE/SHE) resides at {INSERT ADDRESS}, that (HE/SHE) is the (INSERT TITLE) of Walden Environmental Engineering, PLLC, the corporation described in and which executed the foregoing instrument, that (HE/SHE) knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, that (HE/SHE) signed (HIS/HER) name thereto by like order, and that said order empowered him to bind the said corporation to the obligations of the foregoing agreement

Notary Public

## **Appendix A: Scope of Services**

## **2. Project Approach and Understanding**

Walden has reviewed the RFP and Addendum #1 (issued October 23, 2020) and understands that the City is seeking an engineering firm to coordinate with staff from the City's Water Department/DPW to determine the most likely locations of lead service lines within the City and to assess approximately how many residential lead service lines need to be replaced.

The City of Glen Cove (City) has been awarded a New York State Department of Health (NYSDOH) Lead Service Line Replacement Program (LSLRP) grant for over \$627,000. The LSLRP grant funding is earmarked to assist the City in replacing residential lead service lines, from the municipal water main to the residence, in an effort to reduce the amount of lead in drinking water. The selected Engineer will assist the City in managing and coordinating the project tasks.

The City will oversee an application process to select property owners to participate in the LSLRP. Walden will work one-on-one with property owners, contractors, and the City's DPW personnel to finalize scopes of work, including generic overall design plans for the project in addition to individual site-specific plans as necessary. Walden and BCS will assist the City in preparing a Request for Qualifications (RFQ) to develop a list of construction contractors that are qualified to replace lead service lines and restore applicants' properties. Walden will provide bid support, inspection and monitoring of the lead line replacement work to ensure construction is up to the standards set by the scope, design, and requirements of the City and the LSLRP. KEC will assist Walden in providing field inspections and construction management during the project.

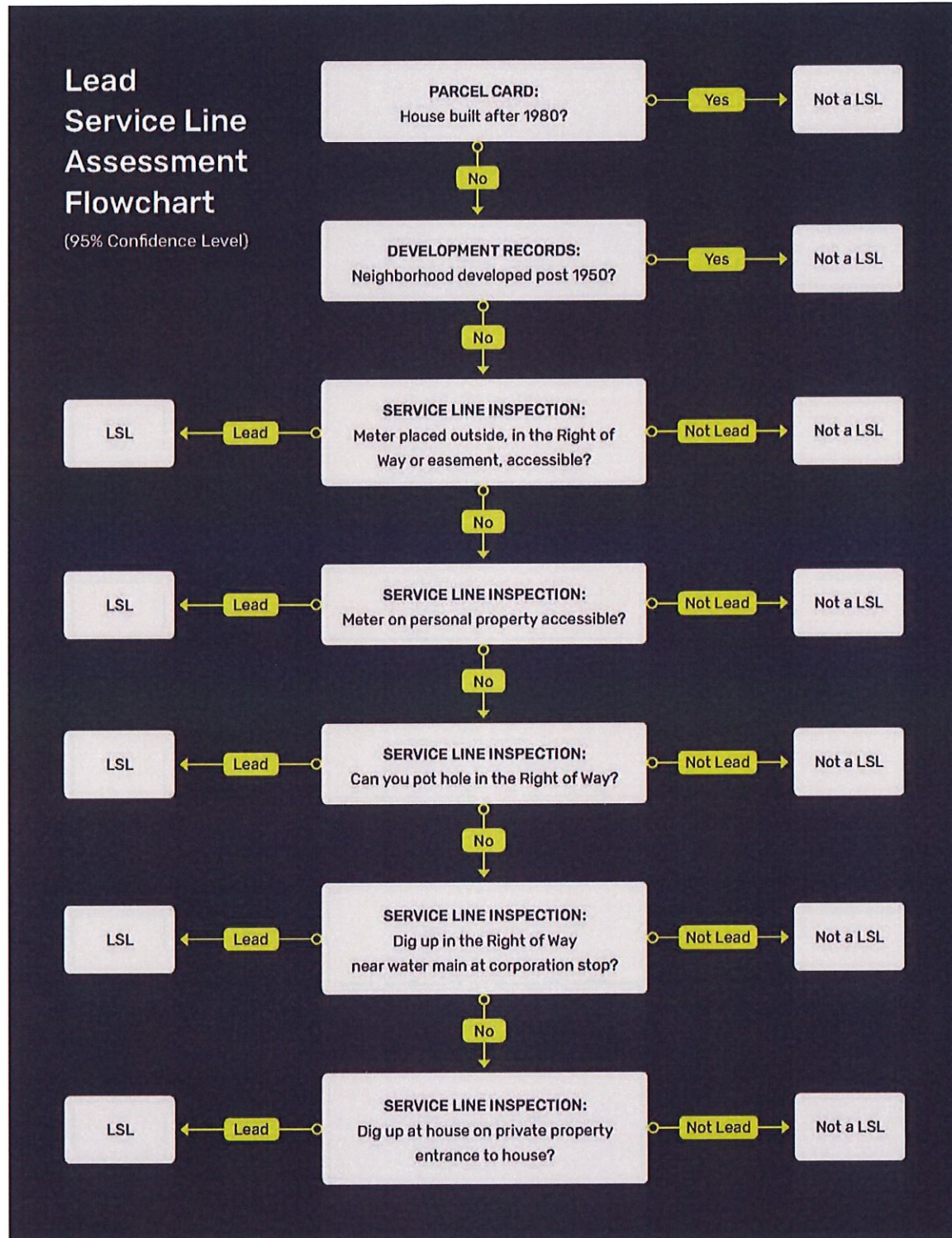
As the City determines which lead service line replacement projects will proceed, Walden will work with the City DPW personnel to develop an individual scope of work and any necessary restoration for each property, along with an estimated project cost. Walden will work with the City to create a standard template for bidding to be released to the list of qualified construction contractors. Walden will work with the City to implement the bidding and replacement work in batches to maximize efficiency and minimize costs. Walden and the DPW will coordinate the scheduling of each replacement project between the selected construction contractor and property owner. Walden and KEC will provide oversight of each replacement project, monitoring progress and conducting inspections during the work. Walden will review the Certificates of Completion prepared by the City's DPW personnel for each individual replacement project, review contractor payment claims and make recommendations for payment as appropriate.

Walden will develop a database of this information to assist with public outreach, constituent questions, media and other requests as well as effective project management and grant administration.

Walden will request from the City copies of all available relevant reports and supporting information related to the water system service lines, including water system maps and

building department files for construction dates. The City's water system serves a population of approximately 28,000 (based on the City of Glen Cove Water Department 2019 Drinking Water Quality Report), with approximately 7,500 residential accounts. Because the grant funding for the LSLRP is limited, Walden will focus on certain metrics as indicators to evaluate whether or not lead service lines are present, as depicted in the decision chart on the next page.

## Walden's Lead Service Line Inventory Determination Process (Positive Determination).



## 6. Work Program

The Walden, BCS and KEC key project staff will perform the tasks outlined below in accordance with the City's RFP and overall project objectives. Walden understands that residents will submit applications to the City requesting LSL replacement, and that the City will prioritize replacements in order of receipt based on criteria established for the LSL replacement program. The City will fund its first phase of LSL replacements using the construction monies (\$535,944) included in the existing LSLRP grant award. The project cost presented in Section 9: Fee Proposal will cover the program development, contractor selection, and field coordination and limited oversight of the residential service line replacements covered by the current funding detailed in the RFP.

- A. Project kickoff meeting
- B. Data compilation and review
  - Aid in locating the residential lead service lines within the City limits by coordinating with staff from the City's Water Department/DPW to determine the most likely locations of lead service lines within the City.
  - Identify particular neighborhoods that were developed with lead service lines and assess approximately how many residential lead service lines need to be replaced.
  - Utilize the Lead Service Line Assessment Flowchart presented in this proposal to guide this process and to establish a preliminary inventory of LSLs.
- C. Perform a limited number of Service Line Inspections (non-destructive) at representative properties and to also verify the presence of LSLs and the respective residential property's readiness for replacement. KEC will assist Walden in performing these inspections. This information will be developed into a database for the City's continued use, documentation and future funding efforts.
- D. Develop generic overall LSL replacement design plans (public side and private site of the service line and meter set) with standard details, in addition to individual site-specific plans as needed, along with an estimated project cost for each property and representative groups of properties. For properties where the generic designs need to be modified to suit site conditions, site-specific designs will be developed for an additional cost
- E. Assist the City in preparing and conducting an RFQ to establish a list of qualified LSL replacement contractor(s)
  - Walden and BCS will draft a list of qualified contractors to perform the construction work for the City's LSLRP. Following the requirements outlined by the EPA, State of New York, and the City's RFP, BCS will contact and qualify all contractors in the region. After communicating with and assessing the qualifications of contractors, we will deliver to the City a finalized list of

contractors who are willing and able to complete the various tasks needed to complete the LSLRP. After conducting prequalification, BCS will manage and track the bid process using the previously outlined database systems.

- F. Develop a standard schedule of bids/standard template for bidding. For each replacement project, prepare a bid schedule to be released to the list of qualified contractors.
- G. Coordinate service line replacements with the City, residential property owners and contractors (for the replacements covered by the current funding detailed in the RFP)
- H. Provide limited inspection of the service line replacement construction work to ensure conformance with the requirements of the City and the LSLRP. Walden's fee proposal assumes that service line replacements are conducted in clusters (i.e., several homes in the same general area), so work can be conducted simultaneously at multiple properties wherever possible, thereby streamlining the construction schedule and reducing the number of field oversight days (maximum 80 hours of oversight are assumed). KEC will assist Walden in performing project coordination and construction oversight.
- I. Review the Certificates of Completion prepared by the City's Water/DPW staff for individual service line replacements and review contractor payment requests.
- J. Develop and implement a public outreach program in support and coordinate with the lead service line replacement program.
  - Digital Marketing and Public Outreach - BCS takes a hands-on approach to marketing and will ensure that all aspects of the campaign messaging are communicated with a similar tone and manner by establishing branding guidelines prior to the start of the campaign. In creating materials (both digital and print), BCS will adhere to requirements section 141.85 "Public education and supplemental monitoring requirements" per the EPA's Lead & Copper Rule. BCS is well-versed in creating and managing contact lists, both for media and community outreach purposes. Reports will be generated for the City to track communications progress.
    - Email Campaigns: BCS will provide email campaign management, execution and reporting, with information sent to customers. Customer emails will be retrieved from individual outreach, public meetings and/or through the dedicated webpage as determined by the City.
    - Public Meetings: BCS will assist Walden in the planning and organization of public meetings. This includes but is not limited to:



notifications via letters, and email communications as approved by the City.

- Web Page Development & Digital Marketing - BCS will work with the City to add an additional page for the program to the City's existing website. Part of this process is to ensure that the website is easily found by the community by helping to create content and utilizing best Search Engine Optimization (SEO) practices. In any outreach campaign, it is critical that the website ranks highly for related key phrases. BCS will assign key phrases to the City's page and optimize them for search engines and continue to build upon that foundation with related activities. Additional optimization tasks include (but are not limited to) the addition of new content, link building, and ongoing keyword research.
- Development of Educational Materials - Public Relations and effective community outreach are essential to the success of the City's Lead and Copper Replacement Program. BCS will adhere to the community outreach requirements outlined by section 141.85 "Public education and supplemental monitoring requirements" per the EPA's Lead & Copper Rule.
- Graphic Design - The BCS graphic design services will be included for digital and printed materials. Materials will be designed to leverage the City's program by adhering to branding guidelines to enhance recognition, and ensuring all required information is clearly presented.

K. Project Management and Grant Administration

- BCS will create interlocking databases to track LSLRP inventory, inspection, construction bid management and public outreach. The first of the databases will establish and populate an overall inventory of service lines and available information along with the results and limitations of the LSL verification process. The next, integrated databases will track the progress of construction projects and contracts that will replace the initial group of lead service lines using the current LSLRP grant award (\$535,944 for construction). The construction database will allow the City to see the location of all pipes targeted for replacement, the progress and schedule of replacement, costs, and what contractors will be working on each segment of the replacement project. The schedule of replacement and assessment will be conducted by Walden according to the Lead Service Line Assessment Flowchart presented in this proposal.

The remaining database created by BCS will track the project's public outreach efforts. The database itself will include address lists and contact information for all residents in the project areas. The database will track which residents and businesses are in what project area to ensure that

advance notice is given as the LSLRP progresses. It will also track the outreach campaign so the City can quickly know who has been contacted, what medium was used to make contact, and the responses received from residents from each method of communication. Outreach procedures tracked by this database will be done according to §141.85 of the EPA's Part 141 of the National Primary Drinking Water Regulations.

Examples of BCS Management's previous outreach work are presented in **Attachment C**.

## **Appendix B: Work Schedule**

## 7. Project Schedule

Walden understands that the anticipated contract award date is Fall 2020, and the City intends to complete the construction of project improvements by May 31, 2021. These project dates are based on the dates in the master grant contract between NYSDOH and the City. Once awarded the contract, Walden will develop and adhere to a critical path method (CPM) schedule, including all necessary work within the Scope of Services detailed in this RFP, in order for the City to meet the expected project completion date.

The tentative project schedule is presented below, assuming the Notice to Proceed is issued December 1, 2020 and construction is completed by May 31, 2021.

	December				January				February				March				April				May				June (2021)			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Project Kickoff																												
Data Evaluation																												
Prepare Generic Design and RFQ																												
Contractor Bidding																												
Construction Oversight																												
Certificates of Completion and Payment Claims																												
Public Outreach																												

## **Appendix C: Fee Schedule**

## 9. Fee Proposal

The City will find that Walden's pricing to complete this project is very competitive. Walden will provide great value and thoughtful insights based on our expertise to support the City's lead service line replacement program. In addition, Walden is partnering with BCS and KEC to meet the overall 30% minority and women owned business enterprises participation goal (15% WBE and 15% MBE) which applies to this LSLRP grant funded project.

Walden's detailed fee proposal for this project is presented on the following pages. The project cost is based on the scope of work and assumptions detailed in Section 6 (Work Program). The fee proposal includes manpower estimates for each phase of work and an hourly rate schedule.

The hourly rates presented in the Fee Schedule will remain in effect during the contract period and include Walden's overhead and profit. Administrative and clerical costs are included in the billing rates. Out-of-pocket expenses such as reproduction and equipment rental costs shall be invoiced at Walden's cost plus a 10% service fee.

As an added benefit, because Walden is a local firm, the City will not be billed for any mileage associated with any of the project tasks required under this contract.

## FEE PROPOSAL

### CITY OF GLEN COVE RFP #2020-017 PROFESSIONAL ENGINEERING AND INSPECTION SERVICES LEAD SERVICE LINE REPLACEMENT PROGRAM

Walden's proposed cost to perform the work described in this response to the City's RFP is summarized in the following table:

Task Description	Hourly Rate	Projected # of Hours	Cost
<b>TASK 1: PROJECT KICKOFF MEETING</b>			
Senior Project Manager	\$155.00	4	\$620.00
Project Engineer II	\$125.00	4	\$500.00
<b>Subtotal</b>			<b>\$1,120.00</b>
<b>TASK 2: DATA COMPILATION AND REVIEW</b>			
Senior Project Manager	\$155.00	2	\$310.00
Project Engineer II	\$125.00	10	\$1,250.00
Project Engineer I	\$105.00	10	\$1,050.00
<b>Subtotal</b>			<b>\$2,610.00</b>
<b>TASK 3: LIMITED FIELD INSPECTIONS (2 DAYS)</b>			
Senior Project Manager	\$155.00	4	\$620.00
Project Engineer II	\$125.00	20	\$2,500.00
Project Engineer I	\$105.00	20	\$2,100.00
<b>Subtotal</b>			<b>\$5,220.00</b>
<b>TASK 4: GENERIC ENGINEERING DESIGN PLANS, DETAILS AND COSTS</b>			
Senior Project Manager	\$155.00	6	\$930.00
Project Engineer II	\$125.00	14	\$1,750.00
Project Engineer I	\$105.00	24	\$2,520.00
<b>Subtotal</b>			<b>\$5,200.00</b>
<b>TASK 5: ASSIST CITY IN PREPARING RFQ TO IDENTIFY QUALIFIED CONTRACTORS</b>			
Senior Project Manager	\$155.00	4	\$620.00
Project Engineer II	\$125.00	8	\$1,000.00
Project Engineer I	\$105.00	24	\$2,520.00
<b>Subtotal</b>			<b>\$4,140.00</b>
<b>TASK 6: DEVELOP STANDARD BIDDING TEMPLATE</b>			
Senior Project Manager	\$155.00	2	\$310.00
Project Engineer II	\$125.00	4	\$500.00
Project Engineer I	\$105.00	8	\$840.00
<b>Subtotal</b>			<b>\$1,650.00</b>
<b>TASK 7: COORDINATE SERVICE LINE REPLACEMENTS</b>			
Senior Project Manager	\$155.00	6	\$930.00
Project Engineer II	\$125.00	14	\$1,750.00
Project Engineer I	\$105.00	20	\$2,100.00
<b>Subtotal</b>			<b>\$4,780.00</b>



Task Description	Hourly Rate	Projected # of Hours	Cost
<b>TASK 8: LIMITED FIELD INSPECTION OF SERVICE LINE REPLACEMENTS</b>			
Senior Project Manager	\$155.00	8	\$1,240.00
Project Engineer II	\$125.00	12	\$1,500.00
Project Engineer I	\$105.00	80	\$8,400.00
<b>Subtotal</b>			<b>\$11,140.00</b>
<b>TASK 9: REVIEW CERTIFICATES OF COMPLETION AND CONTRACTOR PAYMENT CLAIMS</b>			
Senior Project Manager	\$155.00	2	\$310.00
Project Engineer II	\$125.00	6	\$750.00
Project Engineer I	\$105.00	20	\$2,100.00
<b>Subtotal</b>			<b>\$3,160.00</b>
<b>TASK 10: DEVELOP AND IMPLEMENT PUBLIC OUTREACH PROGRAM (WBE SERVICES)</b>			
BCS - Principal-in-Charge	\$155.00	16	\$2,480.00
BCS - Project Manager	\$110.00	32	\$3,520.00
BCS - Marketing Strategist/Web Developer	\$85.00	40	\$3,400.00
<b>Subtotal (WBE) *</b>			<b>\$9,400.00</b>
<b>TASK 11: PROJECT MANAGEMENT AND GRANT ADMINISTRATION</b>			
Senior Project Manager	\$155.00	8	\$1,240.00
Project Engineer II	\$125.00	12	\$1,500.00
Project Engineer I	\$105.00	20	\$2,100.00
<b>Subtotal</b>			<b>\$4,840.00</b>
<b>TASK 12: FIELD INSPECTION, COORDINATION AND CONSTRUCTION OVERSIGHT SUPPORT (MBE SERVICES)</b>			
KEC - Principal Engineer	\$150.00	8	\$1,200.00
KEC - Project Engineer	\$100.00	82	\$8,200.00
<b>Subtotal (MBE)</b>			<b>\$9,400.00</b>
<b>ESTIMATED PROJECT TOTAL</b>			<b>\$62,660.00</b>

This proposal pricing reflects Walden's 2020 – 2021 standard reduced hourly rates for the City of Glen Cove (refer to the Project Hourly Rate Schedule presented on the next page).

\* In the event that NYS WBE Certification for BCS Management is not obtained in time for this contract, Walden will commit to utilizing different subconsultant(s) to meet the fifteen percent (15%) WBE goal.

**2020 – 2021 HOURLY WAGE RATE SCHEDULE  
CITY OF GLEN COVE RFP #2020-017  
PROFESSIONAL ENGINEERING AND INSPECTION SERVICES  
LEAD SERVICE LINE REPLACEMENT PROGRAM**

**WALDEN 2020 - 2021 HOURLY RATES FOR KEY PROJECT PERSONNEL**

<b>Title (Initials)</b>	<b>Hourly Rate</b>
Principal (JMH)	\$160
VP, Senior Project Manager (NB, TTN)	\$155
Project Engineer II (EJK)	\$125
Project Engineer I (RAS, DTP)	\$105

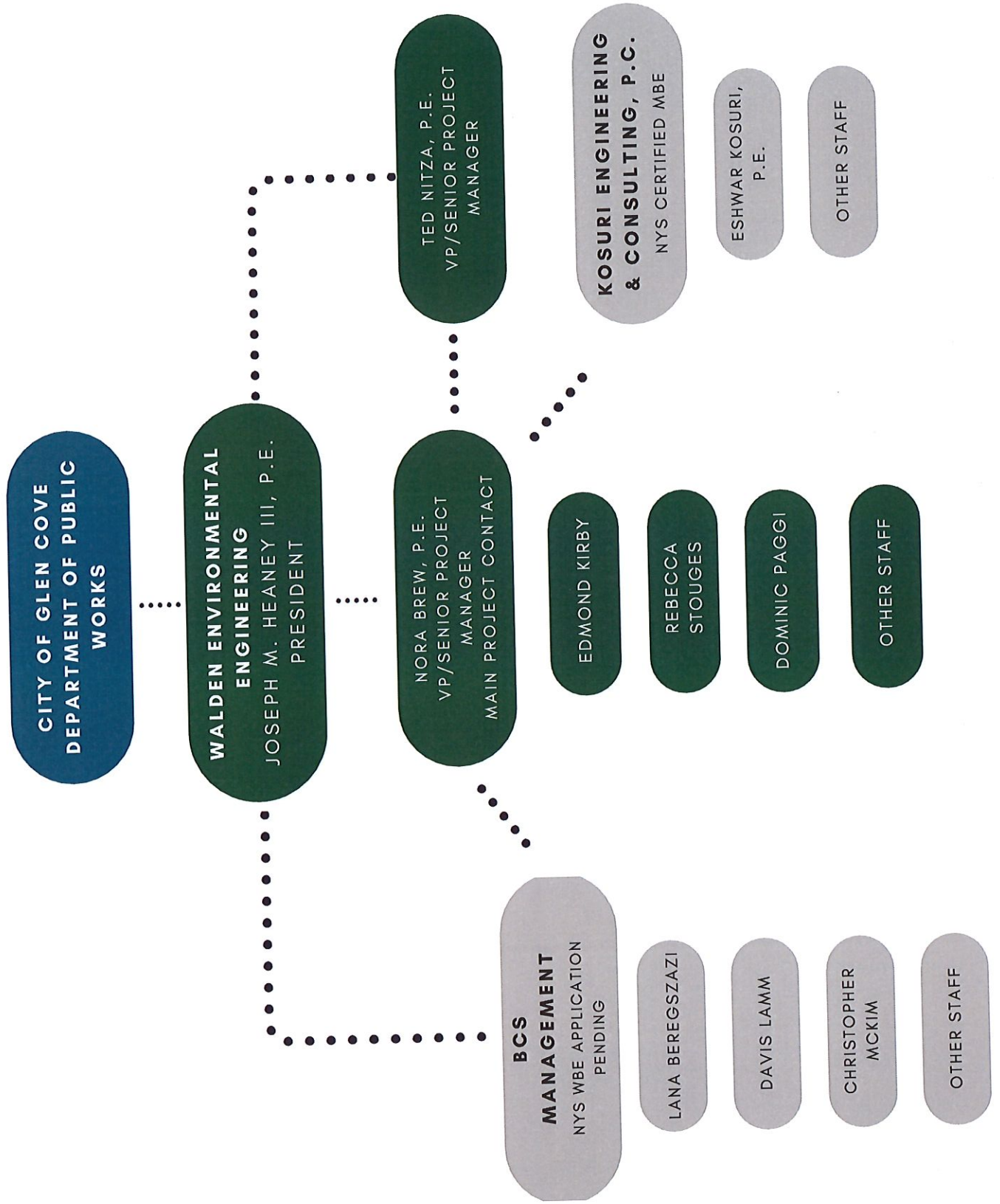
**WALDEN 2020 - 2021 FEE SCHEDULE FOR CITY OF GLEN COVE PROJECTS**

<b>Title</b>	<b>Hourly Rate</b>
Principal	\$160
Associate	\$160
Senior Project Manager - PM III	\$155
Project Manager - PM II	\$150
Project Manager - PM I	\$140
Senior Project Engineer - Engineer III	\$150
Project Engineer II	\$125
Project Engineer I	\$105-\$110
Senior GIS Analyst - GIS Manager	\$125-\$135
CAD Analyst II	\$120
CAD Analyst I	\$95-\$105
Project Scientist III	\$150
Project Scientist II	\$125
Project Scientist I	\$105-\$110
Office Manager	\$80
Accounting	\$80
Intern	\$70

***The hourly rates presented in this Fee Schedule will remain in effect for the 2020 - 2021 calendar years. Any increase in rates shall be mutually agreed upon by both parties.***

## **Appendix D: Organization Chart**

# ORGANIZATIONAL CHART



**Appendix E:**  
**New York State Department of Health-City of Glen Cove**  
**Lead Service Line Replacement Program Master Grant**  
**Contract**

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name &amp; Address):</p> <p>Department of Health</p> <p>Department of Health Corning Tower Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01</p> <p>CONTRACT NUMBER: DOH01-C34901GG-3450000</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>GLEN COVE CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>City of Glen Cove</p>	<p>PROJECT NAME:</p> <p>Lead Service Line Replacement Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000802</p> <p>Federal Tax ID Number: 116000350</p> <p>DUNS Number (if applicable): 010015964</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>9 GLEN ST GLEN COVE, NY 11542</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT 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</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-C34901GG-3450000

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

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 06/01/2019                      To: 05/31/2021</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 06/01/2019                      To: 05/31/2021</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT:        \$627,327.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other </p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: #    DOH01-C34901GG-3450000



STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: ☒ A-1 Program Specific Terms and Conditions

☐ A-2 Federally Funded Grants

Attachment B: ☒ B-1 Expenditure Based Budget

☐ B-2 Performance Based Budget

☐ B-3 Capital Budget

☐ B-4 Net Deficit Budget

☐ B-1 (A) Expenditure Based Budget (Amendment)

☐ B-2 (A) Performance Based Budget (Amendment)

☐ B-3 (A) Capital Budget (Amendment)

☐ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

Contract Number: # DOH01-C34901GG-3450000

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

GLEN COVE CITY OF

By: Timothy Tenke

Printed Name

Title: Mayor

Date: 06/03/2020

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health

By: Michael Cambridge

Printed Name

Title: Deputy Director

Date: 06/04/2020

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

By: Lorraine Remo

Printed Name

Title: Section Chief

Date: 06/08/2020

STATE COMPTROLLER'S SIGNATURE

By: Amy Wines

Printed Name

Title: Contract Management Specialist 2

Date: 08/03/2020

Contract Number: # DOH01-C34901GG-3450000

**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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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 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

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<sup>1</sup> 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).

<sup>2</sup> 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).  
Contract Number: # DOH01-C34901GG-3450000  
Page 2 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

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.<sup>3</sup>

**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 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.

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<sup>3</sup>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.



## 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:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> 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.

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

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

<sup>7</sup> 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.

- 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:<sup>8</sup> 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:**

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,

<sup>8</sup> 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.

(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).

2. 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:**

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 women-owned 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:**<sup>9</sup> 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 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.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**

**Part A. Agency Specific Clauses**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**A. International Boycott Prohibition:** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**B. Prohibition on Purchase of Tropical Hardwoods:**

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that

the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development

633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

**E. Procurement Lobbying:** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national



origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall 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). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE *quarterly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Bureau of Water Supply Protection  
Corning Tower, Room 1110  
Empire State Plaza  
Albany, NY 12237

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

**T.** Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that

it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Roger Sokol, Ph.D.

Title: Director, Division of Environmental Health Protection

Address: Corning Tower, Rm 1619, Empire State Plaza

Telephone Number: 518-402-7500

Facsimile Number: 518-402-7599

E-Mail Address: roger.sokol@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

**V. Executive Order 177 Certification**

By entering into this Contract, the Contractor understands the following:

1. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics;
2. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices; and
3. Generally, the Human Rights Law applies to:
  - all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
  - employers with fewer than four employees in all cases involving sexual harassment; and,
  - any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor, by entering into this Contract hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

**W. Contractor Assurance of No Conflict of Interest or Detrimental Effect**

The CONTRACTOR or Subcontractor, by entering in to this Contract as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other contract currently in force with the State of New York.

The CONTRACTOR shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated CONTRACTOR, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the CONTRACTOR or former officers and employees of the STATE and its Affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the STATE of, and resolve any such conflicts. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

The CONTRACTOR shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this contract, does not violate any existing contracts or agreements between the CONTRACTOR and the State of New York;
2. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State of New York;
3. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State of New York;
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any contract with the State of New York resulting from this Contract;
5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;
6. In fulfilling obligations under each of its New York State contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;
7. No former officer or employee of the STATE who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the STATE, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and

8. The CONTRACTOR has not and shall not offer to any employee, member or director of the STATE any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the STATE recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The STATE will review the nature of any such new relationship and reserves the right to terminate this contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

#### **Part B. Program Specific Clauses**

Attachment A-1 Part B intentionally omitted.

## Attachment M

### PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

#### **I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Health (the "New York State Department of Health"), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. 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 will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

#### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

**Appendix F:**  
**Title VI/Non-Discrimination Assurances**

## Standard Title VI/Non-Discrimination Assurances

### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *NYSDOT or USDOT* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *NYSDOT or USDOT*, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *NYSDOT or USDOT* may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *NYSDOT or USDOT* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Standard Title VI/Non-Discrimination Assurances**

### **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



# Resolution 6-F





**Board of Directors**

Steven A. Fangmann, P.E., BCEE  
*President & Chairman*

Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

William D. Merklin, P.E.  
*Senior Vice President*

November 2, 2020

Louis Saulino, P.E.  
Department of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

Re: Amendment to Proposal for Engineering Services  
Packed Tower Aeration System (PTAS) at Seaman Road Well 2S  
D&B No. 5119

Dear Mr. Saulino:

D&B Engineers and Architects (D&B) is pleased to submit this proposal amendment for the above referenced contract. This amendment is being requested to address additional costs associated with the design and construction phase services as well as the cost to design and construct a new well to replace the existing Well 2S.

The major items of additional work included in this amendment are as follows:

- Assistance with EFC Grant coordination.
  - Meetings with City and EFC to discuss requirements.
  - Modifications to contract documents to include EFC requirements.
  - Additional NYSDOH submittals.
  - Assistance with MWBE requirements during construction.
- Coordination of contract documents with other grants received by the City.
  - Meetings with City to discuss the requirements of the generator grant.
  - Modifications to the contract documents for the generator grant.
- Modifications to design report to address MTBE contamination.
  - Original design was for Freon 22. Additional monitoring data showed MTBE.
  - Report was revised to address treatment of MTBE.
- PSEG coordination for the relocation of an existing power line.
  - Existing power line was in conflict with the well. D&B coordinated with PSEG to have it relocated prior to commencing with the well rehabilitation work.

Louis Saulino, P.E.  
Department of Public Works  
City of Glen Cove  
November 2, 2020

Page 2

- Coordination with National Grid.
  - The original proposal was for a diesel generator. Additional effort was required to coordinate and design a natural gas service for the generator.
  - Additional effort to evaluate other alternatives during the National Grid moratorium.
- Natural gas heating system design.
  - D&B evaluated alternative heating systems including gas, electric and oil.
  - The heating system design was changed from electric to natural gas.
- Hazardous material investigation of existing well house.
  - D&B performed a hazardous materials investigation of the existing well house.
  - Contract documents were updated to address the remediation of the hazardous materials identified.
  - D&B will assist with air quality monitoring during the remediation work.
- Site plan modifications to relocate proposed building.
  - The City requested that the building location design be modified to move it further from the road.
- Additional soil borings for the revised building location.
  - Soil borings collected at original building location needed to be replaced with new soil borings.
- Additional Project Management effort during construction as requested by the City.
- Additional on-site Inspection effort as requested by the City.

#### New Well to Replace Existing Well 2S

As a result of the well condition evaluation and rehabilitation work recently completed, it was determined that the existing well is failing. Holes in the casings have been observed in multiple locations. Based upon our review of the construction of the existing well, it has been determined that it cannot be repaired or redrilled in place. Therefore, a new well will be required to replace Well 2S.

The design of the PTAS included provisions for the construction of a future replacement well. Therefore, the impact to the PTAS design will be limited to modifying the location of the well and well building enclosure. Regardless, coordination with the 3 prime contractors currently on site, will be required. Further, the construction of the well cannot likely be performed at the same time as the

Louis Saulino, P.E.  
Department of Public Works  
City of Glen Cove  
November 2, 2020

Page 3

construction of the PTAS. Therefore, the total time for completion of the project will need to be extended. D&B is working to determine the impact to the PTAS project cost and schedule.

The following scope and sequence of design, permitting and construction activities is anticipated:

- Revisions to the PTAS contract documents to address the construction of the proposed well house in the location of the proposed well (draft already completed).
- Meetings with the three prime contractors for the PTAS project to discuss the drawing revisions and the impact on the sequence of work (Underway).
- Negotiate time extensions and cost change orders with the PTAS prime contractors as required to accommodate the construction of the new well (Underway).
- Preparation of a Design Report for submittal to the New York State Department of Environmental Conservation (NYSDEC) and Nassau County Department of Health (NCDH) for a well construction permit (Underway).
- Preparation of contract documents for bidding and construction of the new well and the abandonment of the existing Well 2S in accordance with NYSDEC requirements (Underway).
- Submittal of New Well Construction contract documents to NCDH for approval.
- Bidding and construction services associated with the New Well Construction contract. This will be the same scope of services as outlined in our original proposal for the PTAS project.
- Submit certification of completed work to NYSDEC and NCDH.

The estimated cost for construction of the new well and abandonment of Well 2S is approximately \$750,000.

It should be noted that the New Well Construction contract documents will include the EFC Bidding Packet to be consistent with the requirements of the City's grant funding. Consistent with our current agreement with the City, it is assumed that the cost for D&B's services will not be paid through grant funds. Therefore, D&B will not be utilizing MWBE subconsultants to perform this additional work.

## **FEES**

The amended fees for the engineering services described above, will not exceed the following:

D&B ENGINEERS AND ARCHITECTS, P.C.

Louis Saulino, P.E.  
Department of Public Works  
City of Glen Cove  
November 2, 2020

Page 4

Task Description	Previously Approved Fee	Additional Fee Requested	Total Fee
Design Report	\$20,000	\$5,000	\$25,000
Detailed Design Services	\$144,000	\$36,000	\$180,000
Environmental Permitting (SEQR)	\$11,000	\$0	\$11,000
Outside Services*	\$12,000	\$4,000	\$16,000
Bidding and Construction Services	\$166,000	\$52,000	\$218,000
Part-Time Inspection and Start-Up Assistance	\$79,000	\$48,000	\$127,000
Existing Well Condition Evaluation	\$6,000	\$0	\$6,000
Well Rehabilitation Design and Construction	\$18,000	\$0	\$18,000
New Well to Replace Existing Well 2S	\$0	\$122,000	\$122,000
<b>Total</b>	<b>\$456,000</b>	<b>\$267,000</b>	<b>\$723,000</b>

As discussed, D&B has already started to the work associated with the new well in an effort to minimize the impact on the project schedule. Your expedient approval of this proposal amendment is therefore requested.

If you have any questions, please feel free to call me.

Very truly yours,



William D. Merklin, P.E.  
Senior Vice President

WDMt/kb  
♦5119\WDM110220LS-Ltr

ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

**Resolution for Professional Services amendment at the Seaman Rd. Well facility**

The City of Glen Cove shall soon commence the construction of a new Packed Tower Aeration System (PTAS) at Seaman Road. In conjunction with this project a pre-evaluation of the existing well has revealed that the well is failing and that the retrofit of this well is not a feasible alternative. A well replacement is required.

As such, professional services are required for:

- The Design Report to be submitted and approved by both the NYSDEC and Nassau County Health Department
- Preparation of plans and specifications for competitive bidding
- Bidding phase services inclusive of bid review, analysis and recommendation of award
- Construction management of this well replacement inclusive of coordination with the Prime Contractors under Wicks Law provisions (General Contractor, Plumbing Contractor and Electrical Contractor) for the PTAS project

The City professional engineering consultant firm, D&B Engineers, was initially approved for the study, design, bidding oversight and construction management of the PTAS at Seaman Road. An amendment to this contract approved at \$456,000. Is required.

The Director of Public Works has reviewed the proposal of D&B Engineers dated November 2, 2020 and met with them to discuss same on November 19, 2020. As such, the attached proposal has been approved in the amount of \$267,000.

# Resolution 6-H







333 Rouser Road, Bldg 4, Suite 103  
Moon Township, PA 15108-2773  
(412) 375-7886 www.bactronix.com

PROPOSAL  
#2020-02493-1  
November 27th 2020

City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

Contact: Vincent Martinez  
516-676-2000

Service Description	Square Footage	Price Per Sq. Ft.	Subtotal
Product: BactroKill Plus EPA Registered Hospital disinfectant sold by the case:			
Case of BactroKill Plus quart bottles with spray nozzles (12 pcs/case)	1	\$341.40	\$341.40
Case of BactroKill Plus gallon bottles (4 pcs/case)	1	\$238.00	\$238.00
Case of BactroKill Plus 2.5 gallon bottles (2 pcs/case)	1	\$275.50	\$275.50
Equipment: High performance electrostatic spray equipment with self-contained air compressors:			
BP-HP BactroPAC hp backpack electrostatic spray unit including twin hose and spray gun	1	\$7,211.00	\$7,211.00
Extra lithium battery for BactroPAC hp	1	\$560.00	\$560.00
		Subtotal	\$8,625.90
		Tax	NA
		Total	\$8,625.90

#### Terms

Payment is due upon receipt of services.

Bactronix, Corp.

City of Glen Cove

Sign \_\_\_\_\_

Sign \_\_\_\_\_

Print AJ Powell

Print \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Resolution 6-I







**OCEAN**  
COMPUTER GROUP, INC.



**CITY OF  
GLEN COVE**

# Information Technology Managed Support Services Proposal

**Prepared by: Ken Dominguez**  
**vCIO / Sr. Account Manager**  
**[kdominguez@oceancomputer.com](mailto:kdominguez@oceancomputer.com)**  
**P: (732) 918-4686**

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## **OceanWATCH Service Offering to the City of Glen Cove**

Ocean Computer Group, Inc. is proposing our OceanWATCH Managed IT Services to satisfy and exceed the Information Technology Network and Support requirements of the City of Glen Cove.

OceanWATCH is an **all-inclusive offering** with **onsite support** as needed and **no limitation on hours**. Our OceanWATCH offering provides ***proactive, value-added services*** that a traditional reactive hourly support or scheduled weekly visits arrangements cannot satisfy.

The City of Glen Cove will have access to our Ocean Computer Group, Inc. staffed help desk to remotely resolve issues that arise and onsite support as needed, with 24 x 7 support availability for critical issues. All support staff are salaried employees in the State of NJ.

Our extensive experience in supporting the applications and needs of Municipalities, Police Departments, Prosecutors Offices, K-12 and Higher Education will be an asset to the City of Glen Cove.

Ocean Computer Group, Inc. maintains and hold specializations from the major manufactures used by many municipalities. These include but not limited to Dell, Cisco, SonicWALL, Watchguard, VMware, Microsoft, IBM, HP and Barracuda.

In addition to responding to the support needs as outlined in the RFP and the City of Glen Cove staff, the OceanWATCH FIPS 140-2 compliance platform provides.

- 24x7 Monitoring
- Ticketing
- Tracking
- Problem Resolution
- Patch Management
- Change Management
- Reporting and Analytics

## **Security Safeguards**

A major component and focus of our service offerings is **Security**. Statistics show that local governments have the second highest rate of attacks and have more than tripled over the last 12 months.

To help protect your assets, we will continually assess your infrastructure and systems utilizing our 14-point security framework derived from the National Institute of Standards and Technology (NIST)

Cyber Security Framework. In addition, OceanWATCH includes quarterly security awareness training at no additional charge to educate employees on how to protect the organization's most important asset: **DATA**.

## **vCIO Expertise**

The City of Glen Cove will work with an Ocean Computer Group vCIO to consult with your management staff on how to maximize your return on investment of your IT resources. The vCIO will continually review 6 key areas:

1. 15-point Cyber Security Framework
2. Core Infrastructure
3. Server Infrastructure
4. Business Continuity
5. Software
6. Hardware

In addition, the vCIO will work alongside the IT Department Director to develop a comprehensive long-term IT plan.

## **Onboarding and Assessment**

During the onboarding phase, we will perform a full **250-point assessment** to identify areas that need to be addressed. The Initial onboarding of the City of Glen Cove will start with the deployment of tools and assessments that will allow Ocean Computer Group, Inc. to assess the present state of the network, create baseline documentation and lay the groundwork for a successful engagement.

We thank you for your consideration.



# Company Background and Experience

Ocean Computer Group, Inc. has been a leading service provider for over 35 years providing support and assistance to our public clientele following proven management methods and best practices.

Our experience and innovative approach to providing services will allow us to be your trusted advisor and implement support and solutions that will save money, maximize your budget, and provide your departments with the support they need.

**Our core principles include:**

1. Focus on the client.
2. Stable Leadership.
3. Involvement of our Employees.
4. Best Practices and Processes.
5. Continuous improvement and professional education.
6. Accountability.
7. Vendor relationships and support.

We leverage industry leading tools to help provide efficient timely service. These tools give us the insight and policy-based management to provide faster time to resolution and proactive analysis for your end to end infrastructure from desktop to LAN/WAN to server to your perimeter firewall.

Our FIPS 140-2 compliant OceanWATCH platform provides industry leading ticketing, tracking, problem resolution, patch management change management, reporting and analytics.

By including our OceanWATCH managed services offering along with traditional onsite support, Ocean Computer Group will increase the amount of support delivered and user satisfaction than just a traditional on-site only staffing solution can provide.

Ocean Computer Group, Inc. is the largest Dell Services provider in the state of NJ and a top 5 Geo Partner Services provider in the United States performing services such as:

- Office 365 Migrations
- Virtual Server Infrastructure
- Storage
- Backup and Disaster Recovery implementations
- Data migrations

Dell subcontracts Ocean Computer Group to design and implement complex infrastructure solutions in the public sector, including municipalities, counties, and state.

Ocean has deployed over 10,000 systems to NJ Courts, NJ Kids, NJ Taxation, NJ State Police and NJ Mental Health Institutions. These services included imaging, data transfer, upgrades, data cleansing, disposal, and warehousing. We are confident that our 35+ years of experience working directly with public entities, demonstrates our ability to deliver the services required.

Ocean Computer Group has been an IBM Premier Partner since 1994 and has a core competency in the AS/400, RISC, AIX, IBM i and IBM Power platforms. Other key strategic relationships include:

DELL/EMC, Cisco, Lenovo, SonicWALL, Barracuda, Microsoft, VMware, Trend Micro and Quest Software. We also work with and support many other popular vendors which allow us to access resources that may not readily be available for our clients.

# Company Contact and Address Information



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# Hardware and Software Partnerships



OCG's strategic alliances and partnerships enable us to offer the top technologies in the industry.

After completing a project, we continue to provide post-sales support and consulting services as needed with our team of experienced senior consultants, architects, and engineers.

Clients count on us to stay up to date on the newest technology trends as they come on the market, and we are constantly exploring and evaluating new solutions to expand our portfolio of best-in-class solutions. Regulatory compliance is important to us and our clients and we ensure that our teams trained in regulations affecting government, municipalities, education, higher education, and commercial businesses.

OCG recognizes that to support rapid growth, we must provide consistent, high quality, and responsive services while maximizing resource utilization and managing costs. OCG accomplishes this, in part, through a formal set of robust Operational Practices aligned with the Information Technology Infrastructure Library (ITIL) Service Management processes. These practices consist of a set of guides, tools, roles, and measurements that enable OCG to effectively manage the delivery of consistent and reliable infrastructure services.



# Managed IT and Networking Services

## OceanWATCH Benefits

- FIPS 140-2 Compliant Platform
- 24x7 System, Security and Network Monitoring
- 24x7 Onsite for Critical Failures
- Critical and Emergency Notifications
- Alert client to critical conditions, failures, and patches
- Secure Password Management
- Change Management

## Servers & Workstations, Laptops and Mobile Device Terminals

- Proactively Monitor & Manage Servers for uptime and availability
- Operating System Patching
- Monitor critical Windows Server Services
- Reboot servers if needed
- Update Server Hardware Firmware
- Scheduled off time server maintenance
- Monitor Memory Usage to maintain uptime and performance
- Monitor Hard drives for failures that can cause outages
- Monitor and manage Hard drive disk space
- Resolve daily user issues such as printing application access and error conditions

## VCIO

- Conduct a full audit of the client's environment
- Understand the business goals
- Identify the challenges they are facing in their key drivers
- Develop a dynamic technology roadmap
- Conduct quarterly technology and security reviews

## WAN / LAN Network

- Automated inventory, that creates a profile for every device on a network
- Network documentation and Topology
- IP address management and which devices are using them
- Real-time mapping of your network that proactively notifies us to changes or problems that may arise, so they can be remediated quickly

## Active Directory / Workgroup Administration

- Manage Active Directory / Workgroup account policies
- Manage Server Permissions and file system management
- Set up new users, including login restrictions, passwords, security, applications
- Set up and change security for users and applications
- Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies

## Firewall Security

- Check, Manage and Monitor firewall logs for errors or critical issues
- Intelligent reporting and activity visualization
- Centralized logging
- Real-time and historic next generation syslog reporting
- Application traffic analytics for better insight into network activity and threats
- Real-time and historic data flow reporting

## Desktop Security

- Install and manage NexGen Anti Viruses with endpoint Detection and Response (EDR)
- EDR collects and visualizes comprehensive information about endpoints
- Uncover advanced threats not recognized by the firewall
- Desktop Rollback remediation

## Data Protection

- Monitor and Confirm that backup has been performed daily and replicated
- Check and validate status of backups procedures
- Document and validate retention time
- Perform bi-yearly targeted restores to assure valid backup data

## Dark Web Monitoring

- Monitor the dark web for stolen corporate credentials of your users
- Protect against a breach with early detection of compromised user credentials
- Be alerted as soon as compromised user credentials are discovered on the dark web

## Security Awareness Training

- Simulated Phishing Attacks & End User Training
- Measured detail reports and analytics



# MSP Automation / Support Tools

The foundation of a successful service strategy are the tools used to manage, collect, and disseminate information to our internal team. Ocean Computer Group, Inc. is focused on providing an array of systems engineering tools and associated techniques for designing, controlling, and improving the overall IT health of our customers. Here are some of the best in breed products we use in our portfolio:

- FIPS 140-2 Compliant Platform
- 24x7 System, Security and Network Monitoring
- 24x7 Onsite for Critical Failures
- Critical and Emergency Notifications
- Alert client to critical conditions, failures, patches
- Secure Password Management
- Change Management
- Help Desk and Ticketing
- Infrastructure Management
- Remote support
- Faster time to resolution
- Project planning and management
- Automation
- Patching
- Reporting



Professional Services Automation tool (PSA). The benefits allow our MSP customers to receive better faster service including better resource scheduling and on-time project delivery. Included is our ticketing system to document all details of projects, requests, and issue resolution that includes our automated helpdesk and customer portal. Our PSA maintains collaboration and communication across departments and teams.



A Market leader in remote monitoring and management (RMM). Kaseya integrates tightly with ConnectWise and provides remote access to devices allowing issues to be remediated faster, eliminating the need to travel to each location. Automated audit reports at the push of a button keeps auditors satisfied and systems in compliance. Streamlined IT efficiency enables the entire IT infrastructure to be managed through a single-pane-of-glass view.



Allows Ocean Computer Group to efficiently and effectively manage ethernet networks. Networks are incredibly complex and managing them has traditionally involved many time-intensive manual tasks like typing arcane commands and tracing wires by hand, manually drawing network maps, and backing up network device configurations.

Auvik provides real-time mapping of your network, includes automated inventory that creates a profile for every device on a network. We build out your network documentation, showing how everything on a network is connected and provide a list of all the IP addresses currently in use and which devices are using them.



This service will help identify, analyze, and proactively monitor for compromised or stolen user credentials and data.

- Proactive Identity monitoring for employees.
- Monitor the dark web for compromised credentials and sensitive data notifies a business owner when problems arise.



## MSP Automation / Support Tools (con't)



Allows both the City of Glen Cove and Ocean Computer Group complete awareness of the state of the network that we are managing. This is an overall IT assessment tool to discover Domain controllers, applications and operating systems, AD health, server and PC aging, security permission etc.



Passportal provides simple yet secure password and documentation management tailored for the operations of an MSP. The platform is cloud-based and offers channel partners automated password protection and makes storing, managing, and retrieving passwords & client knowledge quick and easy from virtually any connected device.



TruMethods' software, myITprocess, is the industry's first technology success platform that manages your IT standards library, helps you easily perform alignment reviews and builds an IT roadmap, strategy and budget.

# OceanWATCH vCIO Support Resource

## The Virtual CIO

The City of Glen Cove will have the support of a Virtual CIO (vCIO) leveraging the myITprocess tools and methodology to deliver a continual plan of success. The role of the vCIO is to work with the City of Glen Cove stakeholders and/or Business Administrator to continually deliver value, high level of service and support while assisting to recommend standards, best practices, and long-term planning.



### The vCIO's responsibility is to:

- Work with the City of Glen Cove BA / Staff
- Ongoing Consultation with the Site Manager
- Assist in developing standards and best practices
- Assist in technology recommendations
- Strategic IT planning
- Technology roadmaps
- Assist in budget creation
- Assist in acquiring additional resources, if needed

### The myITprocess methodology provides:

- Comprehensive library of IT standards
- Industry compliance guidelines such as CJIS and HIPPA
- Complete impact assessments
- Helps to identify areas of concern
- Deliver a strategic roadmap

# Our Framework is a Dedicated MSP Process

Ocean Computer Group has adopted a set of standard principles guidelines for onboarding new customers. As part of our onboarding process, we execute an assessment of your current IT environment and compare it with industry and sector best practices.

The assessment is a mix of tools and a proven standards library that will focus on 6 critical areas of your IT environment covering over **250 questions** in the following areas:

- Cyber Security (15-point & NIST Cyber Security Framework)
- Core Infrastructure
- Server Infrastructure
- Business Continuity
- Software
- Hardware

The results of the assessment will help to identify critical issues that should be addressed right away and assist in creating a long-term strategic IT roadmap with the City of Glen Cove.

Listed below is a sample of the standards library utilized by Ocean Computer Group, Inc. during our onboarding phase:

Type	Name	Question Priority	Question Text
<b>SECTION - SECURITY</b>			
<b>Category: Physical Security</b>			
Question	Dedicated Room	High	The server room is isolated and not used for any other business-related functions (files, employee office space, etc.)?
Question	Server Room Access	High	Access to the server room is limited to personnel who require such permissions?
Question	Physical Security Protection Mechanisms	High	The appropriate physical security protection mechanisms are in place for the server and its networking components such as locks, card reader access, security guards, or physical intrusion detection systems (cameras, motion sensors)?
Question	Physical Access Availability	High	The door to the server room is locked at all times?
Question	Server Hardware Locking Mechanism	Medium	Servers are physically located in a lockable server rack or cabinet?
Question	Elevated Equipment	High	Equipment is elevated off of the floor?
<b>Category: Password Policy &amp; Procedures</b>			
Question	Organizational Password Policy	High	Is a secure password policy in place?
Question	Password Length	High	Does the password policy require a minimum length of 8 or more characters?
Question	Password Complexity	High	Does the password policy require minimum complexity (capital letters, numbers, symbols)?
Question	Password Aging	High	Does the password policy require passwords be changed after a specified number of days?
Question	Password Reuse	High	Does the password policy prevent passwords to be reused?
Question	Password Security	High	Does the password policy have unencrypted passwords or reversible encryption disabled?
Question	Password Expiration	High	User passwords are set to expire after a specified amount of time?
Question	Password Authority	High	The password policy designates who is allowed to change or reset passwords AND if proof is required before initiating any changes?
Question	Password Lockout Policy	High	The password policy denies future logins for a set period of time after a specific number of failed attempts?
Question	Last Logon	Medium	Last Login is enabled in Group Policy?
Question	Single Sign On	Medium	Single Sign On is enabled with any Active Directory integrated software?
Question	Inactive Session Timeout	High	Inactive user sessions are automatically locked after a designated period of time?
Question	Inactive User Accounts	High	User accounts not used in the last 90 days have been disabled?
<b>Category: Other Policies &amp; Procedures</b>			
Question	Access Controls	High	File access controls are implemented to enforce separation of duty and unauthorized user access?
Question	Data Accessibility	High	A policy is in place to periodically examine the services and information accessible on the server and to determine necessary security requirements?
<b>Category: Antivirus</b>			
Question	Antivirus / Antimalware Management	High	Antivirus and antimalware software is centrally managed?
Question	Antivirus Updates	High	Software updates antivirus definitions every 24 hours?
Question	Active Scanning	High	An active scan is performed at least once per week?
Question	EDR	High	Is there an Endpoint Detection and Response Solution in place?
Question	Agent Deployment	High	Do All systems have AV and EDR Agents Deployed.

# Our Framework is a Dedicated MSP Process (con't)

<b>Category : Remote Access</b>			
Question	Virtual Private Network Authentication	High	Do VPN/Remote Users authenticate with Active Directory credentials?
Question	Remote Access Policy	High	A Remote Access policy is in place?
Question	Essential User Remote Access	High	Remote access is granted only to essential users?
Question	Remote Server Administration Policy	High	A policy is in place to control the administration of servers remotely via Remote Desktop or SSH protocols?
Question	Encryption Level	High	The encryption level of the remote connection is AES 256 at minimum?
Question	Remote User Access Audit	High	Logs are kept for remote access periodically?
Question	Multi-Factor Authentication	Medium	Multi-factor Authentication is enabled for remote users?
Question	Unauthorized Third Party Applications	High	Third party remote access applications are not installed on workstations or servers?
<b>Category: Web Content Filtering</b>			
Question	Web Filtering Service	High	A filtering hardware or service is in place to block malicious sites and links?
Question	Active Service Contract	High	The filtering service or device has an active service contract?
Question	Minimum Security Policy	High	The environment has a minimum active policy to protect against threats?
Question	Category Filtering Policy	High	Category filtering has been discussed with the client to ensure proper protection?
Question	Remote User Filtering	High	Remote employees using corporate-owned equipment are filtered?
<b>Category: Training</b>			
Question	User Awareness	High	Users regularly receive training on identifying and preventing the download of malicious content?
Question	Phishing Security Test	High	Is a Phishing Security Test performed at least annually?
<b>Category: NIST</b>			
Question	Host IDS/IPS	High	Is IDS/IPS Solution implemented on Network?
Question	Mobile Device Security	High	Are all Mobile Devices Encrypted?
<b>Category: Cyber Security</b>			
<b>SECTION - CORE INFRASTRUCTURE</b>			
<b>Category: Local Area Network</b>			
Question	Enterprise Switches	High	Production switches are enterprise grade?
Question	Gigabit Switches	High	All core production switches are gigabit speed?
Question	Core Server Connectivity	High	All production hardware is patched to a gigabit switch?
Question	Workstation Connectivity	High	All workstations are patched into gigabit switches?
Question	Visual Inspection	High	All network equipment status lights are showing OK?
Question	Switch Capacity	Medium	Do all switches have at least 20% capacity remaining?
Question	Core Switch Stacking	Medium	Core switches are uplinked using stacking cables?
Question	Core Switch Redundancy	High	Core switches are configured for redundancy with independent links?
Question	Configuration File Backup	High	A backup of the switch configuration file is no older than 3 months and is stored for quick retrieval?
Question	Server Core Uplink	High	Servers are connected directly to the core switch?
Question	Hardware Support	Medium	Switches without hot spares have active support contracts for 24/7 support and instant replacement?
Question	Hardware Manufacturer	High	Are all production switches from a reputable manufacturer?
Question	Spanning Tree	High	Spanning Tree Protocol is enabled on all switches?
Question	QoS for Voice Traffic	Medium	Quality of Service is enabled for voice traffic?
Question	Network Segregation	High	Networks are segregated using VLANs if necessary?
Question	Switch Firmware	High	Firmware on core switches is up to date?
<b>Category: Firewall</b>			
Question	Enterprise Firewall(s)	High	Production firewall is enterprise grade?
Question	Firmware Versioning	High	Firewall firmware or operating system is no older than 12 months?
Question	Service/Support Contract	High	Support contract has more than 6 months remaining?
Question	Documentation	High	Documentation on device and all functions are recorded?
Question	Open Firewall Ports	High	Unnecessary ports are closed and not accessible from outside the network?
Question	Secure Remote Management	High	Remote management by HTTPS or SSH is enabled on the device?
Question	Annual Password Reset	High	Administrator passwords are reset annually?
Question	SNMP Monitoring	High	Device is monitored using SNMP tools?
Question	Configuration File Backup	High	A backup of the firewall configuration file is no older than 3 months and is stored for quick retrieval?
Question	DPI SSL	High	Is DPI SSL Enabled and Deployed?
Question	Capture	High	Is Capture Enabled?
Question	Geo IP	High	Is GEO IP Filtering Enabled?
Question	ATP	High	Is ATP Enabled?
<b>Category: Wide Area Network</b>			
Question	Fallover Internet Connection	High	An automated failover internet connection is configured?
Question	Internet Speed and Performance	Medium	Is the internet speed adequate for the organization's needs?
Question	Internet Type	High	Internet connection type fits the organization's needs?
Question	Static IP Address	High	Is the primary internet connection assigned a static IP address?



# Our Framework is a Dedicated MSP Process (con't)

Question	Configuration File Backup	High	A backup of any WAN device configuration file is no older than 3 months and is stored for quick retrieval?
Question	ISP Documentation	High	All information regarding Internet Service Provider is documented?
<b>Category: Cabling</b>			
Question	Cable Management	Medium	Cables are managed using Panduit management or other?
Question	Color Coding	Medium	Cables are coded by function if necessary?
Question	Documentation	High	Documentation regarding the cabling has been recorded?
Question	Plenum Cabling	Medium	All cables running through walls and ceilings are rated as Plenum?
Question	Category 5e	High	All cabling is a minimum of Cat 5e?
Question	Patch Panel	High	All structured cabling terminates to a patch panel?
Question	Neat and Organized Cabling	Low	Is cabling neat and Organized?
<b>Category: Wireless</b>			
Question	Enterprise Hardware	High	Production Wireless Access Points are enterprise grade?
Question	Hardware Lockdown	Medium	Wireless Access Points are physically mounted to the ceiling?
Question	RADIUS Authentication	Medium	RADIUS authentication is configured if there are more than 50 users?
Question	WPA2 Authentication Security	High	All private wireless connections use WPA2 with AES?
Question	Strong Passphrase Change Annually	High	All private wireless connection keys use a strong passphrase?
Question	MAC Filtering	Medium	MAC address filtering is enabled on the wireless network?
Question	Static IP Address	High	Each access point has a static IP address assigned?
Question	User Access Policy	High	Is a user access policy in place for wireless usage?
Question	User Access Management	High	Is the responsibility of approving or denying wireless access to employees assigned?
Question	Public Wireless Segregation	High	Public wireless access is segregated from the internal wireless?
Question	Guest Access Web Filtering	Medium	Guest wireless access is protected by internet content filtering?
Question	DHCP release	Medium	DHCP addresses are set to expire within a reasonable amount of time?
Question	Wireless LAN	Medium	Workstations and laptops are configured to turn wireless off when hardwired?
Question	Default SSID	High	The SSID has been changed from the default value?
Question	Visible SSID	High	SSID is not visible when searching for a wireless network?
Question	Change Default Passwords	High	The administrator passwords are changed on an annual basis?
Question	Firmware Updates	High	Wireless Access Points are regularly updated with the latest firmware?
Question	Monitoring	High	Wireless networks are monitored for malicious activity or failed login attempts?
Question	Rogue Access Points	High	The environment is checked every 6 months for rogue access points?
<b>SECTION – SERVER INFRASTRUCTURE</b>			
<b>Category: Virtual Host</b>			
Question	Hardware Compatibility List	High	Server hardware is on the manufacturer's hardware compatibility list?
Question	CPU Considerations	High	Server CPU is compatible with all necessary hypervisor features?
Question	Storage Considerations	High	Back end storage is properly configured for the workload?
Question	Memory Considerations	High	The amount of memory installed in the virtual host is sufficient for the guest machines?
Question	Hardware Networking Considerations	High	The proper Network Interface Cards (NIC) are configured based on the operation of the server?
Question	Hardware BIOS Settings	High	BIOS settings are configured for optimal performance?
Question	Hypervisor Considerations	High	The hypervisor software is optimal for the environment?
Question	Supported Hypervisor	High	The hypervisor software is a licensed, paid version?
Question	Email Alerts	High	Email alerts are configured on the hypervisor to notify administrators of system anomalies?
Question	Visual Inspection	High	All server status lights are showing OK?
Question	RAID Controller	High	All servers are using hardware RAID controllers?
Question	RAID Configuration	High	A redundant form of RAID is configured for all servers?
Question	Hot Swappable Drives	Medium	Hard drives are hot swappable?
Question	Global Hot Spare	Medium	A global hot spare is available in the server?
Question	Storage Utilization	Medium	There is at least 20% free space on all drives and datastores?
Question	N+1 Server Configuration	Medium	Host servers are configured for N+1 resiliency?
Question	Hypervisor Tools	High	Latest version of hypervisor tools are installed on all virtual servers?
Question	Remote Access Enabled	High	Physical server has DRAC or iLO configured and operational?
Question	Hardware Warranty	High	Server warranty does not expire in the next 6 months?
Question	Hardware Age	High	Hardware is less than 5 years old?
Question	BIOS Automatic Startup	High	Servers are configured to automatically startup when power is restored?
Question	Virtual Machine Auto Start	High	Virtual machines have been configured to automatically boot when the hypervisor starts up?
Question	Documentation	High	Information related to the virtual host is documented and readily available?
<b>Category: Domain Controller</b>			
Question	Server Core Installation	High	Domain Controller is operating in Core mode?
Question	Sole Function	High	The domain controller is not operating any other services?
Question	DC Standardization	High	Domain controller configurations are standardized?
Question	Local Domain Extension	High	The local domain extension is not externally accessible?
Question	Required Schema Level	High	Domain is operating on the newest schema?
Question	Functional Level	High	The functional level of the domain and forest are at the highest level?
Question	Redundant Domain Controllers	High	Primary site has at least 2 domain controllers for redundancy?
Question	Time Synchronization	High	All servers are configured and properly synchronizing clocks?
Question	Remove Old Pointers	High	Pointers to old Domain Controllers are removed?
Question	Static IP Address	High	Server is assigned with a static IP address?
Question	Labeling	High	Server is labeled with name, IP address, and role?
Question	Remove Unnecessary Services	High	Unnecessary services, applications, and network protocols (file and print sharing, web services, email services, etc.) are disabled from all production servers?
Question	Disable Default Accounts	High	Unneeded default accounts are disabled or removed from the server operating system?

# Our Framework is a Dedicated MSP Process (con't)

Question	Operating System	High	Server operating system is not end of life?
Question	Administrator Operating System Access	High	Administrator permissions are properly configured for server operating system user authentication?
<b>Category: Active Directory</b>			
Question	Active Directory Best Practices	High	Active Directory is set up and configured based on Microsoft best practices?
Question	Replication	High	Active Directory replication is working correctly across all domain controllers?
Question	Group Policy Readability	High	Group Policies are named and categorized so that their function can be easily determined?
Question	Expired Group Policies	High	Out of date Group Policies are regularly reviewed, unlinked, and deleted?
Question	Inactive User Accounts	High	User accounts that have not been used in last 90 days are disabled?
Question	Disable Non-Interactive Accounts	High	Server accounts that need to exist, but do not require an interactive login, are disabled with their associated passwords?
<b>Category: Application Server</b>			
Question	Supported Format	Medium	The server is set up in a supported format by the manufacturer?
Question	Application Support	Medium	The application has a valid support contract?
Question	Processor Allocation	Medium	The number of processor cores is sufficient for application performance?
Question	Memory Allocation	Medium	The amount of system memory meets or exceeds the recommended amount by the developer?
Question	Disk Type	Medium	The disk type and free space are configured for performance?
Question	RAID Configuration	Medium	The RAID configuration is set up for maximum redundancy?
Question	RAID Type	Medium	The RAID type is configured for maximum performance?
Question	Remote Access	Medium	DRAC or iLO is configured on this server for remote access?
Question	Warranty	High	Server has a 4-hour mission critical warranty active, or at minimum, Next Business Day?
Question	Warranty Expiration	High	Warranty does not expire within the next 6 months?
Question	Hardware Age	High	Hardware is less than 5 years old?
Question	Power Supply	Medium	Server has two hot swappable power supplies?
Question	Hot Swappable Components	Medium	Components are hot swappable?
Question	Page File	Medium	Page File is manually set for high memory utilization servers?
Question	Server CPU Performance	Medium	Performance of CPU is 50% or less during business hours?
Question	Server Operating System	High	Server operating system is not end of life with developer?
Question	Server Patching	Medium	Server is having remote agent keep server patched to the maximum?
Question	Antivirus	High	The server has up to date antivirus/antimalware protection installed?
Question	Static IP Address	High	Server is assigned with a static IP address?
Question	RMM Monitoring	High	RMM monitoring agent is installed and working properly?
Question	Application Server Setup	High	Is Server setup per Application Vendor Requirements?
Question	Live Optics	Low	Has there been a Live Optics test run to Determine the performance of the system?
<b>Category: File Server</b>			
Question	Shadow Copies	High	Volume Shadow copies are enabled for file shares?
Question	Free Space	High	Volumes have a minimum of 20% disk space free?
Question	RAID Level	High	RAID configuration is sufficient with server role?
Question	DFS Configuration	High	DFS is configured on Windows Server 2012 or higher?
Question	Remote Access	High	Remote access to file server is limited to those who require it?
Question	Data Retention and Archiving	Medium	Data archiving is set up to conform with compliance or guidelines?
Question	Mapped Drives	High	Mapped drives are configured using Group Policy?
Question	Remote Mapped Drives	Medium	Remote users with VPN access do not map network drives directly on their non-company-owned workstation?
<b>Category: Database Server</b>			
Question	SQL Version	High	SQL version is SQL Server 2012 Service Pack 4 or newer?
Question	SQL Edition	Medium	SQL Express used in limited capacity?
Question	Maintenance Plans	Medium	Maintenance plans are scheduled and maintained by a database administrator?
Question	Volume Layout	Medium	Data and logs reside on different disk volumes?
Question	SQL Management	Medium	SQL Management studio is installed and functional?
Question	Credentials	High	SA credentials are known and documented?
Question	Disk Performance	Medium	Database reside on high performance RAID volume?
<b>Category: Print Server</b>			
Question	Print Server	Medium	All network printers are shared from the print server?
Question	Dedicated Print Server	Medium	A dedicated print server exists for a large number of printers?
Question	Universal Print Drivers	Medium	Network printers use Universal Print Drivers when necessary?
Question	Printer Management	Medium	Printer management is limited to a security group?
Question	Automatic Printer Mapping	Medium	Printers are automatically mapped based on user role or location?
<b>Category: Email Server - On Premises</b>			
Question	Email Access Policy	High	Is a policy in place with guidelines and rules regarding employee email access?
Question	Mobile Device Policy	Medium	Is a policy in place with guidelines and rules regarding access to email on a mobile device?
Question	User Awareness Training	Medium	Has user awareness training been performed?
Question	Employee Setup Procedures	High	Account setup procedures are documented for new employees?
Question	Employee Termination Procedures	High	Account termination procedures are documented for terminated employees?
Question	Exclusive Role	High	Exchange Server does not share any other roles especially a domain controller?
Question	SSL certificate	High	A valid SSL certificate is installed on the Exchange server?
Question	Email Encryption	Medium	An email encryption service is used for compliance?
Question	Securing the Mail Server Checklist	High	A checklist is used when setting up and securing a mail server onsite?
Question	Microsoft Exchange Best Practices Analyzer	Medium	Microsoft Exchange Best Practices Analyzer shows no problems with the Exchange configuration?
Question	External Open Relay	High	Has the server been disabled as an external open relay?

# Our Framework is a Dedicated MSP Process (con't)

Question	SMTP Default Port 25	High	The default port 25 for SMTP traffic is blocked for incoming and outgoing traffic?
Question	Backup	High	The Exchange Server is backed up on a recurring basis?
Question	Business Continuity	High	The Exchange Server is set up for business continuity?
Question	Exchange Version	High	The Exchange Server version is supported and not at end of life?
Question	Licensing	High	Exchange and user CALs are properly licensed and documented?
Question	Exchange Server Updates	High	Are regular updates and service packs applied to the Exchange server?
Question	User Authentication	High	Do users authenticate with Exchange using Active Directory credentials?
Question	Spam Filtering Service	Medium	Filtering hardware or a service is in place to block spam email?
Question	Offsite Email Retention	Medium	A cloud-based mail retention service is configured to retain emails in the event of an outage?
Question	Email client software	Medium	All email software clients are running Outlook 2013 or newer??
Question	Email Archiving	Medium	Customer has decided whether or not to use an email journaling service?
Question	Deleted Items Recovery	Medium	Deleted items recovery is set to 30 days or more?
Question	SPF Record	Medium	Customer's SPF record is properly configured?
Question	Log Isolation	Medium	Transaction logs are written to a separate volume?
Question	Expansion	Medium	The Exchange server database has enough room for growth over the next 3 years?
Question	Exchange Aware Backup	Medium	Backup agent or software is Exchange Aware?
Question	Mailbox Size	High	Are all mailboxes are utilizing less than 75% of their quota size?
Question	Mailboxes without Quota	High	All mailboxes have quota size assigned to them?
Question	Attachment Size	Medium	Maximum attachment size is at least 25mb?
Question	POP/IMAP Disabled	Medium	POP3/IMAP is disabled for mail accounts?
Question	Daily Online Defrag	Medium	The Exchange database is set up to defrag daily?
Question	High Availability	Medium	Exchange is configured for High Availability?
Question	Monitoring	Medium	Server is properly monitored with an RMM agent?
Question	Mailbox Preservation	Medium	Mailboxes are properly preserved in accordance with offboarding policy?
Question	Compliance	Medium	The Exchange server is configured to comply with industry-specific compliance requirements?

## Category: Email – Cloud Service

Question	Email Access Policy	High	Is a policy in place with guidelines and rules regarding employee email access?
Question	Mobile Device Policy	Medium	Is a policy in place with guidelines and rules regarding access to email on a mobile device?
Question	User Awareness Training	Medium	Has user awareness training been performed?
Question	Employee Setup Procedures	High	Account setup procedures are documented for new employees?
Question	Employee Termination Procedures	High	Account termination procedures are documented for terminated employees?
Question	License Management	Medium	Inactive users are not assigned any licenses?
Question	Mail Archiving Policy	Medium	A policy is established on how to handle mail removal permissions?
Question	Message Journaling	High	A journaling mailbox is configured for the account?
Question	Password Policy	High	Passwords are changed on a periodic basis?
Question	Multi-Factor Authentication	Medium	Multi-Factor Authentication is enabled for user mail access?
Question	Chat Application	Low	Chat application is deployed and configured on all organization machines?
Question	Spam Filtering Service	High	Office 365 spam filter is set up and configured?
Question	License Type	High	The license type is sufficient for the needs of the business?
Question	Quarantine Emails	High	Users receive an email of items quarantined that can be manually delivered?
Question	Bandwidth	High	The organization has sufficient internet bandwidth to handle data transfer requirements?
Question	Outlook Local Cache	Medium	Outlook clients are configured to 6-month cache setting?
Question	Billing & Renewal	Medium	Billing and renewal is set to automatically bill?
Question	Unassigned Licenses	Medium	Unassigned licenses do not carry over more than one month?

## SECTION - HARDWARE

### Category: Workstations

Question	Spare Workstation	Medium	A hot or cold spare workstation is available onsite?
Question	Spare Peripherals	Medium	Spare peripherals (mice, keyboards, power cords, patch cables, power strips) are readily available?
Question	Operating System Version	High	Workstation operating system is Windows 10?
Question	Operating System Licensing	High	All workstation operating systems are properly activated and using legitimate license keys?
Question	Operating System Patching	High	All workstation operating systems up to date with the latest patches and security updates?
Question	Processor	Medium	Workstations have a minimum of an Intel Core i5 processor?
Question	Memory (RAM)	Medium	Workstations have a minimum of 4GB (8GB for power users) of RAM?
Question	Solid State Hard Drives	Medium	Workstations operate with a Solid State Drive (SSD)?
Question	Enterprise Machines	High	All workstations are small business or enterprise models?
Question	System BIOS Security	High	The BIOS password is password protected to prevent tampering?
Question	BIOS Automatic Startup	Medium	Workstations configured to power on after power has been restored?
Question	Antivirus	High	All capable workstations protected with up to date antivirus software?
Question	Host-based Firewall	High	A host-based firewall is active on all workstations?
Question	Encryption	Medium	Workstation hard drives are encrypted using BitLocker or third party software, if necessary?
Question	Domain Members	High	All workstations connected to the domain?
Question	UPS Automatic Shutdown	Medium	UPS devices are configured to gracefully shutdown workstations when on battery after a designated amount of time?
Question	Power Settings	Medium	Hibernate and sleep is disabled on workstations and laptops?
Question	Patch Management	High	All capable workstation operating systems are maintained using Remote Monitoring & Management (RMM) tools to automatically download and install system updates, patches, and security updates?
Question	Folder Redirection	Medium	Folder redirection is enabled?
Question	Computer Use Agreement	Medium	A computer use policy is in place for users?



# Our Framework is a Dedicated MSP Process (con't)

Question	Media Disposal Policy	Medium	A media disposal policy is in place?
Question	Setup Checklist	Medium	Is there a standardized checklist for setting up and configuring user workstations?
Question	Workstation Age	Medium	No workstations older than 5 years?
Question	Warranty	Medium	Workstation warranty has more than 6 months remaining?
<b>Category: Mobile Devices</b>			
Question	Mobile Device Use Agreement	High	Is a mobile device use policy or agreement in place?
Question	Setup Checklist	High	Is there a standardized checklist for setting up and configuring mobile devices?
Question	Media Disposal Policy	High	Is a media disposal policy in place?
Question	Operating System Version	High	Mobile device operating systems are up to date and unaltered?
Question	Antivirus	High	Mobile devices are required to have antivirus installed?
Question	Internet Only Access	Medium	Personal devices have internet access only when connected to wireless?
Question	Encryption	High	Are mobile devices encrypted?
Question	Limited Access	High	Do mobile devices have authentication enabled (PIN, password, thumbprint)?
Question	Mobile Device Management	High	Are mobile devices managed using Mobile Device Management (MDM) tools?
<b>Category: Mobile Data Terminals (MDTs)</b>			
Question	MDTs Usage Agreement	High	Is there an MDT usage policy or agreement in place?
Question	Setup Checklist	High	Is there a standardized checklist for setting up and configuring MDTs?
Question	Operating System Version	High	MDT operating systems are up to date and unaltered?
Question	Antivirus	High	MDTs devices are required to have antivirus installed?
Question	Encryption	High	Are MDTs encrypted to FIPS 140-2 standard?
Question	Two-Factor Authentication	High	Do MDTs utilize a minimum of two-factor authentication?
Question	Military Grade	High	Do MDTs meet ISO 7637 and or MIL-STD-810 standards?
Question	Hardware Age	High	Are the MDTs less than 5 years old?
Question	Mobile Device Management	High	Are MDT devices managed using Mobile Device Management (MDM) tools?
<b>Category: Printers/Copiers</b>			
Question	Printer Support Contracts	Medium	Large printers have a valid support contract?
Question	Scan Destination	Medium	Large printers have scan to file and/or scan to email configured?
Question	Labeling	Medium	Printer is labeled with name and IP address?
<b>Category: Video Conferencing</b>			
Question	Video Conference Usage	Medium	Is there a Video Conference usage policy in place?
Question	Equipment Identification	Medium	Is equipment labeled with name and IP address?
Question	Application Version	Medium	Application version is still supported by the vendor?
Question	Application Support	Medium	The application has an active support contract?
Question	Hardware Support	Medium	The hardware has an active support contract?
Question	Documentation	Medium	Documentation is up to date and easily accessible?
<b>SECTION - SOFTWARE</b>			
<b>Category: Business Applications</b>			
Question	Application Support	Medium	The applications have active support contracts?
Question	Application Version	Medium	Application version is still supported by the vendor?
Question	Documentation	Medium	Documentation is up to date and easily accessible?
Question	Recommended Specifications	Medium	The application operates on the vendor recommended workstation/server specifications?
Question	Business Requirement	Medium	The application meets business requirements?
Question	Remote Accessibility	Medium	The application is available remotely for those users who need access?
Question	Compatibility	Medium	Application is fully compatible with existing environment?
Question	User Training	Medium	Users have received proper training on the application?
<b>Category: Microsoft Office</b>			
Question	Client Software	High	Microsoft Office 2013 or higher is installed on all workstations?
Question	Licenses Documented	High	Proof of licensure can be presented in the event of an audit?
Question	End User Training	Medium	Users are aware of online training and self help options?
Question	Office 365	High	Customer purchases software through Office 365?
Question	Installation Media	High	Media is stored on customer servers for quick installations?
Question	Inactive Licenses	Medium	Inactive licenses are not older than 30 days?
<b>SECTION – BUSINESS CONTINUITY</b>			
<b>Category: Environmental</b>			
Question	Fire Suppression System	High	Fire suppression or fire extinguishers are in place?
Question	Air Conditioning	High	Are environmental controls in place, such as air conditioning, to prevent component failure?
Question	Temperature Control	High	Air conditioning in the server room is on a separate zone?
Question	Temperature Monitoring	Medium	Monitoring of temperature and humidity is configured?
<b>Category: Power Management</b>			
Question	Backup Generator	Medium	Is a backup power generator present for critical server infrastructure?
Question	Uninterruptible Power Supply (UPS)	High	All servers are plugged into a battery backup?
Question	UPS Automatic Shutdown	High	UPS devices are configured to gracefully shut down servers when on battery after a designated amount of time?
Question	BIOS Automatic Startup	High	Servers are configured to automatically startup when power is restored?
Question	UPS Management Modules	High	UPS IP management modules installed in virtual hosts and physical servers?
Question	Battery Backup	High	All LAN and WAN hardware protected by UPS?
Question	UPS Alerting	High	UPS alerts are configured and working?
Question	UPS Sizing	High	UPS devices are properly sized for load?

# Our Framework is a Dedicated MSP Process (con't)

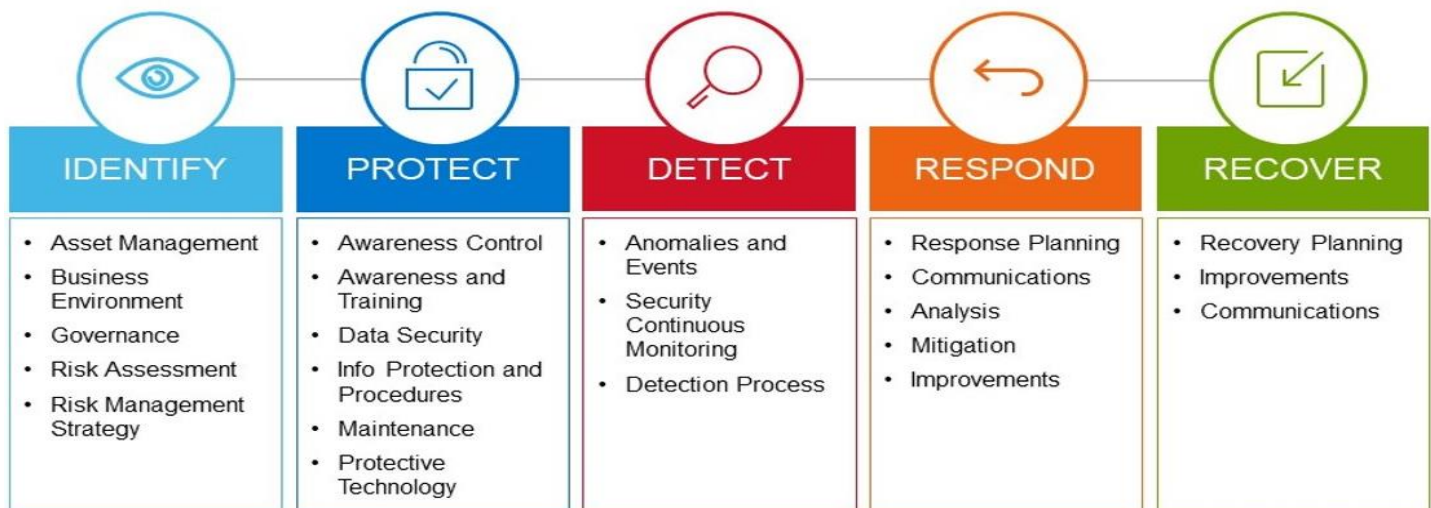
Question	Power Protection	High	Workstations are plugged into a surge suppressor, at minimum, and not directly into the wall?
Question	Redundant Setup	High	Servers with dual power supplies are properly split between two UPS devices?
Question	Extended Power Outage	High	Procedures are in place on how to handle extended power outages?
Question	Restart Checklist	High	Procedures for a system restart is documented?
Question	Warranty	High	UPS warranty does not expire in the next 6 months?
<b>Category: Local Backup</b>			
Question	Server Backup Procedures	High	Current backup procedures and configuration of the backup system are documented?
Question	Server Data Backup Policy	High	Does a policy exist documenting which IT systems are backed up and which are not?
Question	Server Data Backup Policy Review	High	The data backup policy is periodically reviewed and updated to reflect any moves, adds, or changes to the environment or requirements?
Question	Critical Hardware & Software	High	A list of critical hardware and software is documented?
Question	Backup Test Restore Frequency	High	Are backup files tested at least once per year?
Question	Recovery Point Objective (RPO)	High	Has a Recovery Point Objective that meets the business need and compliance requirements?
Question	Recovery Time Objective (RTO)	High	Has a Recovery Time Objective that meets the business need and compliance requirements?
Question	Backup Success Rate	High	Do backup jobs have at least a 95% success rate?
Question	Backup Failure Notifications	High	Are notifications configured when a failure occurs?
Question	Backup Media	High	Server data is backed up to a modern, fault tolerant repository?
Question	Image-based Backup	High	Are server volumes backed up as disk images?
Question	File-based Recovery	High	Individual files and folders are able to be restored from the image?
Question	Backup retention	High	Backup retention is configured per end user requirements?
Question	Onsite Data Backup Frequency	High	Are local server backups scheduled to occur at least once per day?
Question	Backup Encryption	High	Server backups are encrypted with AES 256 bit encryption at minimum?
Question	Server Data Backup Legal Requirements	Medium	Is a policy in place dictating what data is and should be backed up on a regular basis due to Federal, state, or international laws and regulations??
Question	Server Data Backup Litigation Requirements	Medium	Is a policy in place dictating what data is and should be backed up on a regular basis due to litigation requirements?
Question	Instant Virtualization	Medium	Backup solution can instantly virtualize the last backup into a functioning server?
Question	Exchange Aware Backup	Medium	Backup agent or software is Exchange Aware?
Question	SQL Aware Backup	Medium	Backup agent or software is SQL Aware?
Question	Active Directory Backups	High	Critical portions of Active Directory are backed up?
<b>Category: Offsite Backup</b>			
Question	Offsite Data Backup	High	Server data is replicated offsite?
Question	Offsite Data Backup Frequency	High	Server data offsite replication is scheduled to occur at least once per day?
Question	Offsite Transmission Encryption	High	Server backups are transmitted over an encrypted connection to their off site repository?
Question	Offsite Storage Encryption	High	Data is stored in an encrypted state in remote data centers?
Question	Internet Bandwidth	High	Sufficient bandwidth exists to transmit data offsite in a reasonable amount of time?
Question	Geographic Location	High	Offsite data is stored in redundant, geographically separate data centers?
Question	Business Continuity Testing (OLD DR Question)	High	Are procedures in place for periodic Business Continuity testing?
<b>Category: Planning</b>			
Question	Business Continuity Testing	High	Are procedures in place for periodic Business Continuity testing?
Question	Business Continuity Plan	High	A BCP has been established, documented, and signed by the point of contact?
Question	Business Continuity Location	High	A secondary location (hot, warm, cold) has been established to ensure business continuity?
<b>Category: Documentation</b>			
Question	Licensing Information	High	Are all licenses, product keys, and activation codes consolidated into a central repository?
Question	Physical Media	High	All copies of physical media are consolidated into a central repository?
Question	Asset List	High	List of all assets (hardware, software, licensing, addresses, and so on) is compiled and available?
Question	Asset Management Frequency	High	List of assets is periodically updated to reflect changes to an environment?
Question	Asset Management System	High	Is a system in place to manage assets?
Question	Visio Documentation	High	Visio documentation is available and updated every 3 months?
<b>Category: General Info</b>			
Question	Number of Business Locations	Low	Number of business locations and where?

# 15-POINT NIST Cyber Security Approach

The Framework provided by NIST assists in determining which areas are most important to focus on to manage and minimize cyber security risk, protect critical infrastructure, and protect your assets. This framework also helps prioritize investments and maximize the impact of each dollar spent on cybersecurity.

OceanWATCH uses a risk-based approach to protecting our clients from a cyberattack to help you determine what cybersecurity investments are adding value to your organization.

The NIST framework is broken down into 15 core areas that if not correctly addressed, present a risk or vulnerability to your organization. We leverage leading processes and solutions which will increase your protection and reduce your risk



## 1 Advanced Endpoint Detection & Response

Protect your computers data from malware, viruses, and cyber-attacks with advanced endpoint security. Today's latest technology (which replaces your outdated anti-virus solution) protects against file-less and script-based threats and can even rollback a ransomware attack.

## 2 Backup

Backup local. Backup to the cloud. Have an affine backup for each month of the year. Test your backups often.

## 3 Dark Web Research

Knowing in real-time what passwords and accounts have been posted on the Dark Web will allow you to be proactive in preventing a data breach. We scan the Dark Web and take action to protect your business from stolen credentials that have been posted for sale.

## 4 Encryption

Whenever possible, the goal is to encrypt files at rest, in motion (think email) and especially on mobile devices.

## 5 Firewall (Edge Security)

Leverage cloud sandboxing, DPI/SSL Inspection and IDS/IPS features. Turn on Intrusion Detection and Intrusion Prevention features. Send the log files to a managed SIEM.

## 6 Mobile Device Security

Today's cyber criminals attempt to steal data or access your network by way of your employees' phones and tablets. They are counting on you to neglect this piece of the puzzle. Mobile device security closes this gap.

## 7 Multi-Factor Authentication

It adds an additional layer of protection to ensure that even if your password does get stolen, your data stays protected.

## 8 Passwords

Apply security policies on your network. Examples: Deny or limit USB file storage access, enable enhanced password policies, set user screen timeouts, and limit user access.

## 9 Security Assessment

It is important to establish a baseline and close existing vulnerabilities.

## 10 Security Awareness

Train your users - often! Teach them about data security, email attacks, and your policies and procedures. We offer a web-based training solution and "done for you" security policies.

## 11 SIEM/Log Management

(Security Incident & Event Management) Uses big data engines to review all event and security logs from all covered devices to protect against advanced threats and to meet compliance requirements.

## 12 Spam & Malware Protection

Secure your email. Leverage next generation anti-virus tools to secure your email. Most attacks originate in your email.

## 13 Updates & Patching

Keep Microsoft, Adobe, and Java products updated for better security. We provide a "critical update" service via automation to protect your computers from the latest known attacks.

## 14 Web Gateway Security

Internet security is a race against time. Cloud based security detects web and email threats as they emerge on the internet and blocks them on your network.

**15 Cyber Security Insurance** Used to protect your business and individual users from Internet-based risks, and more generally from risks relating to information technology infrastructure and activities.



## Response & Resolution / Support Flow

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)	Resolution time (in hours)	Escalation threshold (in hours)
Services Not Available (all users and functions unavailable)	As needed	Within 2 hours	ASAP - Best Effort	2 hours
Significant degradation of service (Large number of users or business critical functions affected)	As needed	Within 4 hours	ASAP - Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	Ongoing	Within 24 hours	ASAP - Best Effort	48 hours
Small service degradation (business process can continue, one user affected)	Ongoing	Within 48 hours	ASAP - Best Effort	96 hours
Service not available (all users and functions unavailable) – After Hours	As needed	Within 4 hours	ASAP - Best Effort	8 hours

The response, resolution and escalation times are provided to demonstrate a framework to bring different severity problems to resolution within the least amount of time. It is not intended to show the amount of time before a problem is addressed or escalated.

	<b>OceanWATCH Support Tiers</b> - The following details and describes our Support Tier levels:
<b>Tier 1 Support</b>	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified, and clearly documented, and basic hardware/software troubleshooting is initiated.
<b>Tier 2 Support</b>	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
<b>Tier 3 Support</b>	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

	<b>OceanWATCH Support Flow Process</b>
<b>INITIAL PROCESS</b>	<ol style="list-style-type: none"> <li>1. Support Request is received</li> <li>2. Trouble Ticket is created</li> <li>3. Issue is identified and documented in Help Desk system</li> <li>4. Issue is qualified to determine if it can be resolved through Tier 1 Support</li> </ol>
<b>Support Level</b>	<b>Description</b>
<b>Tier 1 Level:</b> issue being resolved through Tier 1 Support	<ol style="list-style-type: none"> <li>1. Level 1 Resolution - issue is worked to successful resolution</li> <li>2. Quality Control –Issue is verified to be resolved</li> <li>3. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system</li> <li>4. If issue cannot be resolved through Tier 1 Support, escalated to Tier 2</li> </ol>
<b>Tier 2 Support:</b> issue being resolved through Tier 2 Support	<ol style="list-style-type: none"> <li>1. Level 2 Resolution - issue is worked to successful resolution</li> <li>2. Quality Control –Issue is verified to be resolved</li> <li>3. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system</li> <li>4. If issue cannot be resolved through Tier 1 Support, escalated to Tier 3</li> </ol>
<b>Tier 3 Support:</b> issue being resolved through Tier 3 Support	<ol style="list-style-type: none"> <li>1. Level 3 Resolution - issue is worked to successful resolution</li> <li>2. Quality Control –Issue is verified to be resolved</li> <li>3. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system</li> <li>4. If issue cannot be resolved through Tier 3 Support, escalated to Onsite Support</li> </ol>
<b>Onsite Support:</b> issue being resolved through Tier 3 Support	<ol style="list-style-type: none"> <li>1. Onsite Resolution - issue is worked to successful resolution</li> <li>2. Quality Control –Issue is verified to be resolved</li> <li>3. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system</li> </ol>

**NOTE:** Support will determine and escalate to subsequent Tiers as the situation merits.

For example, Tier 1 support will escalate directly to Tier 3 or onsite.

# OceanWATCH

## Deliverables

DESCRIPTION	FREQUENCY	SERVICE INCLUDED
<b>Help Desk and Remote Management</b>		
Access to ConnectWise Ticketing System	Ongoing	Yes
Assign dedicated account manager	Ongoing	Yes
Create, manage, and update technical documentation	Ongoing	Yes
Remote network management	24x7	Yes
Remote server management	24x7	Yes
24x7x365 network monitoring		Yes
<b>Quarterly Review</b>		
Provide Quarterly Service History Reports	Quarterly	Yes
Provide and review technology consulting & Planning services	Quarterly	Yes
Provide Quarterly Trending Reports	Quarterly	Yes
Recommend areas of improvement for better user experience	Quarterly	Yes
<b>Servers &amp; Workstations</b>		
Proactively Monitor & Manage Servers for uptime and availability	Ongoing	Yes
Help Desk Support (7:00am – 5:00pm / Monday – Friday)	As needed	Yes
Support Microsoft Supported operating systems	As needed	Yes
Support Manufacture Linux operation systems	As needed	Yes
Support Microsoft supported office applications	As needed	Yes
Onsite support for issues that cannot be resolved remotely	As needed	Yes
24x7 On-site Emergency Support – Critical Issues	As needed	Yes
Manage Server and Workstation Anti-virus updates	Ongoing	Yes
Manage Active Directory account policies	Ongoing	Yes
Monitor Active Directory replication	Ongoing	Yes
Monitor critical Windows Server Services	Ongoing	Yes
Reboot servers if needed	As needed	Yes
Update Server Hardware Firmware	As needed	Yes
Scheduled off time server maintenance	As needed	Yes
Install supported Operating System Service Packs and Patches – Workstations	Monthly	Yes
Install supported Operating System Service Packs and Patches – Servers	Quarterly	Yes
Install Critical Operating System Service Packs and Patches	Ongoing	Yes
Set up/maintain Active Directory groups (accounting, admin, printers, sales, warehouse, etc.)	As needed	Yes
Alert Client to critical conditions, failures, patches	Ongoing	Yes
Monitor Memory Usage to maintain uptime and performance	Ongoing	Yes
Monitor Hard drives for failures that can cause outages	Ongoing	Yes
Monitor and manage Hard drive disk space	Ongoing	Yes
Monitor Server resources for failures or outages	Ongoing	Yes
Monitor Network Cards for unusual collision activity	Ongoing	Yes
Mobile Phone Support for email and Microsoft Authenticator	As needed	Yes

# OceanWATCH

## Deliverables (con't)

Backup & Disaster Recovery		
Monitoring success of daily backup	Ongoing	Yes
Check and validate status of backups procedures	Ongoing	Yes
Manage, optimize and maintain replication	Ongoing	Yes
Targeted test restores of backup data	Yearly	Yes
Security		
Performance monitoring/capacity planning	As needed	Yes
Monitor Internet availability	Ongoing	Yes
Check and Manage firewall logs for errors, critical issues, or threats	If applicable	Yes
Remote Firewall Management and updates	Ongoing	Yes
Confirm that antivirus definition auto updates have occurred on devices	If applicable	Yes
Confirm that antispayware updates have occurred on devices	Ongoing	Yes
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	Yes
Manage Server Permissions and file system management	Ongoing	Yes
Set up new users, including login restrictions, passwords, security, applications	As needed	Yes
Assist with on-boarding and off-boarding users	As needed	Yes
Manage, maintain, and remediate SSO and MFA	Ongoing	Yes
<b>Self Service Password</b>	Ongoing	Yes
Reset Service		
Automated Password rotation, identify management and account unlocks.	Ongoing	Yes
Manage, maintain, and remediate SSO and MFA	Ongoing	Yes
<b>DarkWeb Monitoring</b>	Ongoing	Yes
Monitoring at no extra cost. This service will help identify, analyze and proactively monitor for compromised or stolen user credentials and data.		
<b>End User Security and Awareness Training</b>	Ongoing	Yes
Guards against social-engineering threats with quarterly simulation and training for employees. Exposing them to the latest attack techniques and teach them to recognize the subtle clues and help stop email fraud, data loss, and brand damage.		
Set up and change security for users	As needed	Yes
Remediation of Viruses and Malware	As needed	Yes
Remediation of breach of systems or malware encryption	As needed	No
Core Network		
WAN / LAN Network Monitoring (Auvik)	Ongoing	Yes
The software provides instant visual insight into the infrastructure networks and automates complex and time-consuming network management tasks.		
Manage network connectivity to firewalls, wireless and related services	Ongoing	Yes
Maintain network connectivity, manage vlans, QoS and manage VPNs.	Ongoing	Yes
vCIO Services		
Conduct a full audit of the client's environment	Ongoing	Yes
Understand business goals and align with IT services	Ongoing	Yes
Identify the challenges they are facing in their key drivers	Ongoing	Yes
Develop a dynamic technology roadmap	Ongoing	Yes
Conduct yearly and quarterly technology and security reviews	Ongoing	Yes

# Onboarding Milestones:

## First 90 Days

### **Onboarding & Assessment**

The Initial onboarding of the City of Glen Cove will start with the deployment of tools and assessments that will allow Ocean Computer Group, Inc. to assess the present state of the network, create baseline documentation and lay the groundwork for the first 90 days. Listed below is our approach and tools that will be deployed to accomplish this:

#### **Installing and configuration of OceanWATCH management tools:**

##### **CONNECTWISE**

- ConnectWise is used as our ticketing system to document all details of projects, requests, and issue resolution.
- Automates helpdesk
- Maintains Collaboration and Communication Across Departments and Teams
- Powerful reporting for all your projects

##### **KASEYA**

- Kaseya is used by our team to perform Remote Management and Monitoring that allows them to perform many tasks as if they were on-site. Some of these may include:
  - Access to diagnose and remediate issues
  - Install software and administer upgrades
  - Patch management for workstations and servers
  - Proactively alert impending events

##### **AUVIK**

- Through Auvik we have a real-time map of your network that proactively notifies us and allows us to remediate items quickly. Capabilities of this application are:
  - Automated inventory, that creates a profile for every device on a network.
  - Network documentation, showing how everything on a network is connected.
  - IP address management, providing a list of all the IP addresses currently in use and which devices are using them.

##### **RAPIDFIRE**

- A complete set of IT assessment, documentation, and reporting tools. Tools for IT compliance process automation. Tools for insider Cyber threat detection and alerting.
  - Network Detective
    - IT Assessments Made Fast & Easy.
    - Run Non-Intrusive IT Assessments On-Site, in less than an hour.
    - Capture Threat Assessment (CTA)
      - The CTA will identify any internet traffic or potential threats that are evading the current firewall implementation. The CTA will also identify internet user behavior that should be addressed.
    - Live Optics
      - Live Optics is an online software utilized to collect, visualize, and share data about your IT environment and workloads. Live Optics provides data analysis to help us understand our workload performance, so that we can simplify discovery and have a mutual understanding of project requirements.



# Onboarding Milestones:

## First 90 Days (con't)

1. Meet with the City of Glen Cove Stakeholders
2. Evaluate and Document current Backup strategy
3. Lock down / change Administrative usernames and passwords
4. Create and implement patch strategies and schedules
5. Create up to date network diagram
6. Setup secure password database using Passportal
7. Implement Help Desk and ticket resolution escalation
8. Setup and Communicate help desk process
9. Review and document Antivirus
10. Active Directory
  - Determine health
  - Remove or disable inactive accounts
  - Review password policy
  - Review Group policies
  - Validate Admin access
11. Document manufacturer support contracts
12. Perimeter Security
  - a. Capture threat assessment (CTA)
  - b. Document remote access
  - c. Document topology and implementation
13. Email
  - d. Evaluate effectiveness of Spam and malware protection
  - e. Evaluate effectiveness of Advanced threat protection
  - f. Backup Status
  - g. Archiving Status
14. Meeting with the City of Glen Cove to review the findings and discuss recommendations.

# Onboarding Milestones: First 12 Months

During the first 12 months of working with the City of Glen Cove the objectives are to work with the Stakeholders to:

1. Successfully complete onboarding and assessments.
2. Successfully define lines of communication between the City of Glen Cove and Ocean Computer Group, Inc.
3. Meet with the City of Glen Cove Stakeholders to understand needs and business initiatives.
4. Work with and educate the City of Glen Cove endusers on how to obtain service.
5. Plan and implement patching schedule.
6. Identify any areas where the City of Glen Cove IT infrastructure does not meet standards.
7. Work with the City of Glen Cove Stakeholders to remediate these areas.
8. Perform quarterly vCIO reviews.
9. Work with the City of Glen Cove Stakeholders to define any planned projects.
10. First 12 months review.
11. Work with the City of Glen Cove Stakeholders to define projects and business initiatives for the next 12 months.

The City of Glen Cove is seeking a qualified vendor to provide Information Technology Managed Support Services.

## Location(s) of Services:

City of Glen Cove  
 9 Glen Street  
 Glen Cove, NY 11542

*Following is our monthly agreement pricing:*

INFORMATION TECHNOLOGY (IT MANAGED IT SERVICES)		
	DESCRIPTION / AGREEMENT DURATION	MONTHLY RECURRING CHARGE (All-Inclusive)*
	Monthly Charge	\$7,000.00/per month charge
	One-time Onboarding Fee	\$3,500.00 (one-time)

\*NOTE: All-inclusive charge includes onsite service when necessary/required, travel charges, mileage, and tolls.

OUT-OF-SCOPE WORK (PROJECT-BASED SERVICES AS NEEDED)		
	DESCRIPTION	HOURLY CHARGE
	Hourly Rate for Project-based Services*** (handled during normal business hours)	\$165.00/per hr.

NOTE: It is understood that all services requested by the City of Glen Cove that fall outside of the terms of this Agreement will be considered projects, and will be quoted and billed as separate, individual services.

\*\*\*Pricing discounted from \$185.00/per hour to \$165.00/per hour