



Certified: --

U-5-22

Filed with the Clerk of the
Nassau County Legislature
August 1, 2022 5:14PM

NIFS ID: CQPA22000001

Capital:

Contract ID #: CQPA22000001

NIFS Entry Date: 03/28/2022

Department: Public Admin

Service: Independent Auditor

Term: from 01/01/2021 to 12/31/2021

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	No

Vendor/Municipality Info:	
Name: Calabrese & Associates CPA's PC	ID#: 203560664
Main Address: 659 Franklin Avenue Franklin Square, NY 11010	
Main Contact: Christopher Calabrese	
Main Phone: (516) 417-8421	

Department:
Contact Name: Brian Curran
Address: 240 Old Country Road, Room 603 Mineola, New York 11501
Phone: (516) 571-5911
Email: bcurran@nassaucountyny.gov

Contract Summary

Purpose: Annual (Calendar Year 2021) Independent CPA Audit as required by Article 12, Section 1208 of the Surrogates Court Procedure Act.
Method of Procurement: By way of complying with this law and the Guidelines for the Operations of the Public Administrators Office in the New York State, this office published a Request for Proposals for Auditing Services, which appeared in Newsday on September 9, 2021
Procurement History: The NCPA received four (4) responses to our solicitation and the respondent, Calabrese & Associates CPA was selected to perform this audit in order to ensure our compliance with the SCPA. The auditor was selected based on criteria including auditing experience, credentials and prior municipal auditing experience. The selection was made by the Nassau County Public Administrator. Calabrese & Associates have previously performed audits for the NCPA. We are confident based on the firms past performance and their extensive experience that this firm can and will do this work in an effective and timely manner.
Description of General Provisions: Article 12, Section 1208 of the Surrogates Court Procedure Act states that each Public

Administrator shall conduct an annual audit of his/her office by an independent certified public accountant and such report based on such audit shall be filed with the Surrogate of the County where appointed, the Attorney General of the State of New York and the Comptroller of the State of New York.

Impact on Funding / Price Analysis: Funds allotted in the 2021 office budget \$10,0000 and carried over to 2022 budget. Cost of audit: \$10,000.00

Change in Contract from Prior Procurement: No change

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	PAGEN1000	DE503	PAGEN1000 DE503	01	\$10,000.00
						TOTAL	\$10,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$10,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$10,000.00

Routing Slip

Department			
NIFS Entry	Brian Curran	04/12/2022 11:57AM	Approved
NIFS Final Approval	Brian Curran	05/16/2022 03:37PM	Approved
Final Approval	Brian Curran	06/30/2022 04:02PM	Approved
County Attorney			
Approval as to Form	Nick Sarandis	06/30/2022 05:13PM	Approved
RE & Insurance Verification	Nick Sarandis	06/30/2022 05:13PM	Approved
NIFS Approval	Daniel Gregware	07/05/2022 10:32AM	Approved
Final Approval	Daniel Gregware	07/05/2022 10:32AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	07/05/2022 09:52AM	Approved
NIFA Approval	Irfan Qureshi	07/06/2022 04:11PM	Approved
Final Approval	Irfan Qureshi	07/06/2022 04:11PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	07/26/2022 10:43AM	Approved
DCE Compliance Approval	Robert Cleary	07/26/2022 10:43AM	Approved
Vertical DCE Approval	Arthur Walsh	08/01/2022 03:51PM	Approved
Final Approval	Arthur Walsh	08/01/2022 03:51PM	Approved
Legislative Affairs Review			
Final Approval	Renee Reddy	08/01/2022 05:04PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY PUBLIC ADMINISTRATOR AND CALABRESE & ASSOCIATES, CPA'S, P.C.

WHEREAS, the County has negotiated a personal services agreement with Calabrese & Associates, CPA's, P.C. for performing an audit of the Nassau County Public Administrator for the 2021 calendar year, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Calabrese & Associates, CPA's, P.C.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "AGREEMENT"), dated as of the date (the Effective Date") that this Agreement is executed by Nassau County, is entered into by between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Public Administrator, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Calabrese & Associates, CPA's, P.C., a Corporation, having its principal office at 659 Franklin Avenue, Franklin Square, New York 11010 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to Article 12, Section 12, Section 1208 of the Surrogates Court Procedure Act (the "SCPA"), the Department is required to conduct an annual audit of its office by an independent certified public accountant; and

WHEREAS, by the way of complying with the SCPA and the Guidelines of the Operations of the Public Administrators Offices in New York State, the Department published a Request for the Proposals for Auditing Services, which appeared in Newsday on September 9, 2021; and

WHEREAS, the Department received four (4) response to its solicitation and the Contractor was selected to perform this audit in order to ensure our compliance with the SCPA; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 1, 2021 and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of performing an audit of the Department for the 2021 calendar year. Such services shall include the evaluation of policies and procedures of the Department. Through discussions with various staff personnel, the Contractor will affirm that the systems and procedures, of which the Contractor is familiar with, are still currently performed, and all new procedures will be documented and evaluated. The Contractor will then test each procedure by selecting transactions on a random basis. These transactions randomly selected will be tested in detail for compliance and departmental procedures. Transactions will be tested to determine if proper authorization exists where warranted, and items are properly recorded. The Contractor's internal control audit will be conducted in compliance with Generally Accepted Government Audit Standards and in compliance with SCPA Section 1208(3), and guidelines of the Administrative Board for The Office of the Public Administrators. Audit scope will include cash management, property management and case management.
3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full

consideration for the Contractor's Services under this Agreement shall not exceed the sum of Ten Thousand Dollars (\$10,000.00) (the "Maximum Amount"). Compensation for the Contractor's Services shall be paid at an hourly rate of Two Hundred Fifty Dollars (\$250.00) for the Principal and One Hundred Fifty Dollars (\$150.00) for senior accountants. Payment shall be made upon satisfactory completion of the audit and delivery of final auditing report to the Department.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby

certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgments for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by

the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i)

the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions

set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

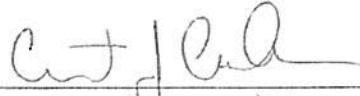
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CALABRESE & ASSOCIATES, CPA'S, P.C.

By: 
Name: Christopher J. Calabrese
Title: President
Date: 3/15/22

NASSAU COUNTY

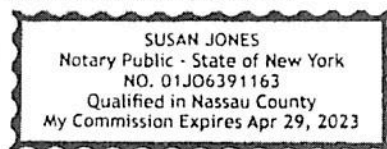
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 15th day of March in the year 2022 before me personally came Christopher J. Calabrese to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Calabrese & Associates, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Susan Jones
NOTARY PUBLIC



COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, 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, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County 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.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting 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 County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting 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. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Christopher J. Calabrese (Name)

659 Franklin Ave, Franklin Sq, NY 11010 (Address)

516-417-8421 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

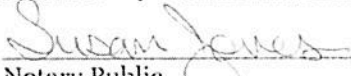
Dated 3/15/2022

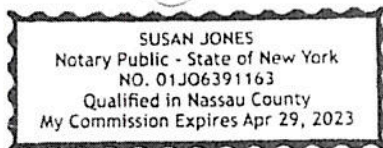

Signature of Chief Executive Officer

Christopher J. Calabrese
Name of Chief Executive Officer

Sworn to before me this

15th day of March, 2022.


Notary Public





Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Calabrese & Associates CPA's PC

2. Amount requiring NIFA approval: \$10,000.00

Amount to be encumbered: \$10,000.00

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/2021 to 12/31/2021

Has work or services on this contract commenced? Yes

If yes, please explain: Independent Audit of Public Administrator is required by NYS Law to be performed by end of calendar year.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Annual (Calendar Year 2021) Independent CPA Audit as required by Article 12, Section 1208 of the Surrogates Court Procedure Act.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

07/06/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Calabrese & Associates, CPA's, P.C.

CONTRACTOR ADDRESS: 659 Franklin Avenue Franklin Square, NY 11010

FEDERAL TAX ID #: 20-35606664

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ **The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on September 9, 2021 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 21, 2021 [date]. Four (4) [state #] proposals were received and evaluated. The evaluation committee consisted of: 1- Brian Curran/Public Administrator

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

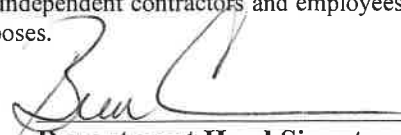
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

3/11/2022

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Christopher J Calabrese [CCALABRESE@CALABRESECPA.NET]

Dated: 11/09/2021 11:26:43 AM

Vendor: Calabrese & Associates CPA PC

Title: President

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/09/2021

1) Proposer's Legal Name: Calabrese & Associates CPA PC

2) Address of Place of Business: 659 Franklin Avenue

City: Franklin Square State/Province/Territory: NY Zip/Postal Code: 11010

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 20-3560664

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license
held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable
federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all
questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the
questionnaire.

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly
state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict
of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

None

(ii) Any family relationship that any employee of your firm has with any County public servant that may
create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau
County.

None

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a
conflict of interest in acting on behalf of Nassau County.

None

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We review all clients for potential conflicts of interest on an annual basis.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

09/15/2005

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Christopher J Calabrese, CPA
24 N King St
Malverne, NY 11565

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Christopher J Calabrese, President
24 N King St
Malverne, NY 11010

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

3

- vi) Annual revenue of firm;

150000

- vii) Summary of relevant accomplishments

None

- viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: Copy of License thru April 30 2023.pdf

B. Indicate number of years in business.

16

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

16 years of Accounting services

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company AMC Transfer Inc
Contact Person Nicole Diaks
Address 37 Lexington Ave
City Malverne State/Province/Territory NY
Country US
Telephone (516) 599-0633
Fax #
E-Mail Address ndiaks@amctransfer.org

Company Harbor National Construction LLC
Contact Person Kurt Straub
Address 11 Hillcrest Street
City Huntington State/Province/Territory NY
Country US
Telephone (917) 697-5198
Fax #
E-Mail Address kurt@harbor-gc.com

Company Joe's Enterprises LLC
Contact Person John Evangelista
Address 198 N Long Beach Rd
City Rockville Centre State/Province/Territory NY
Country US
Telephone (516) 902-7436
Fax #
E-Mail Address evangelistadevelopment@yahoo.com

I, Christopher J Calabrese , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher J Calabrese , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Calabrese & Associates CPA PC

Electronically signed and certified at the date and time indicated by:
Christopher J Calabrese [CCALABRESE@CALABRESECPA.NET]

President
Title

11/09/2021 11:40:00 AM
Date

To: Licensee/Registrant

- ◆ Please review the Registration Certificate below to be sure the information on it is correct.
- ◆ If any of the information is not correct, please contact us at OPREGFEE@mail.nysed.gov or (518) 474-3817, Ext. 410.
- ◆ If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- ◆ Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.

SEE BACK FOR IMPORTANT INFORMATION

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate



License Number: 077546-01

Certificate Number: 0892674

CALABRESE CHRISTOPHER JOSEPH
24 N KING STREET
MALVERNE NY 11565-0000

is registered to practice in New York State through 04/30/2023 as a(n)
CERTIFIED PUBLIC ACCOUNTANT

LICENSEE/REGISTRANT

Jennifer B. Ubertas
EXECUTIVE SECRETARY

Mary Ellen Elia
COMMISSIONER OF EDUCATION

De E. Pille
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christopher J Calabrese
Date of birth: 05/24/1972
Home address: 24 N King St
City: Malverne State/Province/Territory: NY Zip/Postal Code: 11565
Country: US

Business Address: 659 Franklin Avenue
City: Franklin Square State/Province/Territory: NY Zip/Postal Code: 11010
Country: US
Telephone: (516) 417-8421

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>09/15/2005</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100% Shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher J Calabrese , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher J Calabrese , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Calabrese & Associates CPA PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Christopher J Calabrese [CCALABRESE@CALABRESECPA.NET]

President

Title

11/09/2021 11:30:28 AM

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Calabrese & Associates CPA's PC

Address: 659 Franklin Avenue

City: Franklin Square State/Province/Territory: NY Zip/Postal Code: 11010

Country: US

2. Entity's Vendor Identification Number: 20-3560664

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded List of Principals.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Christopher J Calabrese, 100% Shareholder
24 N King St
Malverne, NY 11565

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Christopher J Calabrese [CCALABRESE@CALABRESECPA.NET]

Dated: 11/09/2021 11:41:51 AM

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



00579
TRAVELERS
PO Box 64095
St. Paul, MN 55102-0095

DIRECT MAIL OVERRIDE
POLICYHOLDER COPY FOR:
UB 1N347007 01/11/2021

7725H1180
12-07-20
24 NORTH KING ST
MALVERNE NY 11565

CALABRESE ASSOCIATES CPA PC
24 NORTH KING ST
MALVERNE NY 11565

OFFICE: 70A

Travelers Service Center
P.O. Box 1515

Spokane WA

THE PHOENIX INSURANCE COMPANY

12/07/2020

CALABRESE ASSOCIATES CPA PC
24 NORTH KING ST
MALVERNE NY 11565

Thank you for continuing your business with Travelers.
AUTOMATIC DATA PROC INS, in conjunction with Travelers, is pleased to forward your renewal coverage contract for the following policy(ies):

<u>Coverage</u>	<u>Policy Form</u>	<u>Policy Number</u>
WORKERS COMPENS	UB	1N347007

The Travelers Service Center is positioned to assist you. Please take a few minutes to review the coverages, and call us with any changes or questions that you may have at the following number:

Phone: (888) 661 – 3938

Travelers Service Center is open Monday – Friday, 8:00 a.m. – 8:00 PM EST

If you experience a loss and/or need to report a claim, please contact the **Travelers Claim Line** directly at **1-800-238-6225**. Claim representatives are available 24 hours a day, 7 days a week.

Travelers is providing the peace of mind and stability that over half a million American business owners rely on every day. We are glad to be providing you with the thorough protection and superior service that your business deserves.

If you have other policies with Travelers, the policy paper may be mailed to you under separate cover.

Sincerely,

Travelers Service Center



TRAVELERS SERVICE CENTER

For fast and professional customer service, contact the Service Center at:

Phone: (888) 661 - 3938 FAX: (877) 677 - 0430

Email: service.center@travelers.com

Website: travelers.com/servicecenter/

- Billing Inquires
- Quotes & Consultations
- Certificates of Insurance
- Coverage Changes
- Coverage Information
- Auto ID Cards

****IMPORTANT SERVICE CENTER CONTACT INFORMATION****



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Website: travelers.com/servicecenter/

- Billing Inquires
- Quotes & Consultations
- Certificates of Insurance
- Coverage Changes
- Coverage Information
- Auto ID Cards

****IMPORTANT SERVICE CENTER CONTACT INFORMATION****

Name on Policy: CALABRESE ASSOCIATES CPA PC

Policy Term: 01/11/2021 to 01/11/2022

Policy Coverage WORKERS COMPENS **Policy Number** 1N347007

*Travelers Claim Action Line (800) 238-6225
Representatives available 24 hours a day, 7 days a week.*

Name on Policy: CALABRESE ASSOCIATES CPA PC

Policy Term: 01/11/2021 to 01/11/2022

Policy Coverage WORKERS COMPENS **Policy Number** 1N347007

*Travelers Claim Action Line (800) 238-6225
Representatives available 24 hours a day, 7 days a week.*

Name on Policy: CALABRESE ASSOCIATES CPA PC

Policy Term: 01/11/2021 to 01/11/2022

Policy Coverage WORKERS COMPENS **Policy Number** 1N347007

*Travelers Claim Action Line (800) 238-6225
Representatives available 24 hours a day, 7 days a week.*

Name on Policy: CALABRESE ASSOCIATES CPA PC

Policy Term: 01/11/2021 to 01/11/2022

Policy Coverage WORKERS COMPENS **Policy Number** 1N347007

*Travelers Claim Action Line (800) 238-6225
Representatives available 24 hours a day, 7 days a week.*



Dear Policyholder:

New York law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged "NY surcharge", an amount will be displayed on your premium notice."



DATE OF ISSUE: 12-07-20

W31N2E04

SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for the accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from one of the writing companies owned or managed by The Travelers Companies, Inc. We appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns safety and accident prevention. Travelers Risk Control has an extensive staff of safety and loss prevention professionals assisting customers across the country and around the world. We have one of the largest Risk Control departments in the industry, and our scale allows us to apply the right resource at the right time to meet customer needs.

We have a wide range of industry-specific experience, which includes manufacturing, construction, wholesale and retail businesses, service organizations, technology-related business, the oil and gas industry, the public sector and others.

Following are some examples of available safety services:

Accident Prevention - Our staff can help you identify present and potential hazards within your operations, premises and equipment, and recommend solutions for reducing or eliminating these hazards.

Analysis of Accident Causes - Our REACT accident investigation program can assist you in determining root causes of accidents and help you prevent recurrences.

Safety Consultations - Our consultants can assist you with solutions in specialized areas such as ergonomics, industrial hygiene and fleet safety.

Industrial Hygiene/Health Services - Travelers has an AIHA accredited lab to analyze air samples taken by our IH Specialists, or by you, through our Pump Loan program to help you identify potential exposures to occupational illnesses.

Safety Literature and Digital Media - Our Risk Control customer website has hundreds of resources including checklists, sample programs, self-assessments, instructional videos and other safety and health related tools.

Safety Training - We offer face-to-face classroom courses, as well as distance learning and online training programs on a variety of safety and risk management topics in order to provide flexibility for your safety training needs.

Return-To-Work Coordination - We have consultants who specialize in post injury management that can assist you with developing or enhancing a return-to-work program, along with other aspects of our Corridor of CareSM post injury process.

Please note: For ALL loss control assistance requests, please contact your local office directly, which is listed on one of the following pages.

These services are available upon request. See the remainder of this document for the Travelers' Risk Control office nearest you. These phone numbers should not be used for questions regarding your policy or claims.

SAFETY IS YOUR CONCERN

At Travelers, we are committed to help protect your business. Travelers Risk Control has the experience, resources and capabilities to provide a range of safety services Onsite, Online and On-Demand. As our customer, you have access to hundreds of safety resources that cover an array of safety and risk management topics to help you control hazards and reduce risks of injury or illness. Take advantage of our Risk Control website at travelers.com/riskcontrol

Examples of what you will find include:

- Safety checklists, sample programs and self-assessments.
- Safety training offerings including classroom, and online.
- Additional safety products and services through our vendor alliances

These resources can help you improve your workplace safety practices. We like to think of it as protection beyond the policy.

Contact Us

For more information, please visit travelers.com/riskcontrol or contact your local Travelers office.

The loss of a key employee due to an injury can seriously impact your business. We can help you to understand the types of accidents that may occur in your business and the steps you can take to help prevent them.

WUNT3E20

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Please call these numbers
FOR SAFETY SERVICES ONLY
For all other inquiries please contact your agent, underwriter or claim representative

ALABAMA
Birmingham

3000 Riverchase Galleria
Ste. 600
Birmingham, AL 35244
Risk Control: 1-800-973-9215
Claims: 1-800-238-6214

ALASKA

Portland, OR

4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
Risk Control: 1-800-973-9215

ARIZONA

Phoenix

2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
Risk Control: 1-800-973-9215

ARKANSAS

Kansas City, KS

7465 West 132nd, Suite 400
Overland Park, KS 66213
Risk Control: 1-800-973-9215

CALIFORNIA

Diamond Bar

21688 Gateway Center Drive
P.O. Box 6512
Diamond Bar, CA 91765-8512
Risk Control: 1-800-973-9215
Claims: (909) 612-3000

CALIFORNIA

Glendale

655 N. Central Avenue, Suite 1600
Glendale, CA 91203
Risk Control: 1-800-973-9215
Claims: (909) 612-3000

CALIFORNIA

Irvine

3333 Michelson Dr. City Blvd. W
Suite 1000
Irvine, CA 92612
Risk Control: 1-800-973-9215

CALIFORNIA

Los Angeles

888 South Figueroa St., Ste. 500
Los Angeles, CA 90017
Risk Control: 1-800-973-9215
Claims: (909) 612-3000

CALIFORNIA

Sacramento

11070 White Rock Road, Suite 130
Rancho Cordova, CA 95670
Risk Control: 1-800-973-9215
Claims: (800) 727-3995

CALIFORNIA

San Diego

9325 Sky Park Court, Suite 220
San Diego, CA 92123
Risk Control: 1-800-973-9215

CALIFORNIA

Walnut Creek

401 Lennon Lane, Suite 100
Walnut Creek, CA 94598
Risk Control: 1-800-973-9215
Claims: (800) 842-7354

COLORADO

Denver

6060 S. Willow Dr. #300
Greenwood Village, CO 80111
Risk Control: 1-800-973-9215
Claims: 720-200-8100

CONNECTICUT

Hartford

300 Windsor Street
Hartford, CT 06120
Risk Control: 1-800-973-9215
Claims: 1 (877) 828-4110

DELAWARE

Philadelphia, PA

10 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Risk Control: 1-800-973-9215
Claims: 1-800-368-3562

DISTRICT OF COLUMBIA

Washington, DC

14200 Park Meadow Dr.
Chantilly, VA 20151
Risk Control: 1-800-973-9215
Claims: 1-800-368-3562

FLORIDA

Orlando

2420 Lakemont Dr
Orlando, FL 32814
Risk Control: 1-800-973-9215
Claims: 407-388-2400

GEORGIA

Atlanta

1000 Windward Concourse
Alpharetta, GA 30005
Risk Control: 1-800-973-9215
Claims: 800-238-6214

HAWAII

Irvine, CA

3333 Michelson Drive City Blvd. W
Suite 1000
Irvine, CA 92612
Risk Control: 1-800-973-9215

IDAHO

Sacramento, CA

11070 White Rock Rd, Suite 130
Rancho Cordova, CA 95670
Risk Control: 1-800-973-9215
Claim: (800) 727-3995

ILLINOIS

Chicago

161 N Clark St.
Suite 900
Chicago, IL 60601
Risk Control: 1-800-973-9215
Claims: 800-842-6172

ILLINOIS

Naperville

215 Shuman Boulevard
P.O. Box 3208
Naperville, IL 60566
Risk Control: 1-800-973-9215
Claims: 800-842-6172

INDIANA

Indianapolis

Suite 300
280 East 96th Street
Indianapolis, IN 46240
Risk Control: 1-800-973-9215
Claims: 800-238-6210

IOWA

Des Moines

7101 Vista Dr.
West Des Moines, IA 50266-9313
Risk Control: 1-800-973-9215
Claims: 800-255-5072

KANSAS

Kansas City

7465 West 132nd, Suite 400
Overland Park, KS 66213
Risk Control: 1-800-973-9215

KENTUCKY

Louisville

Suite 150
303 N Hurstbourne Pkwy
Louisville, KY 40222
Risk Control: 1-800-973-9215
Claims: 800-238-6210

LOUISIANA

New Orleans

3838 N. Causeway, Suite 2700
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
Risk Control: 1-800-973-9215
Claims: 800-842-2556

MAINE

Portland, ME

207 Larrabee Road, Suite 3
Westbrook, ME 04092
Risk Control: 1-800-973-9215

MARYLAND

Blue Bell, PA

10 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Risk Control: 1-800-973-9215
Claims: 1-800-368-3562

MASSACHUSETTS

Boston

100 Summer Street, Suite 201A
Boston, MA 02110
Risk Control: 1-800-973-9215
Claims: 800-832-7839

MASSACHUSETTS

Hudson

1 Cabot Road
Suite 250
Hudson, MA 01749
Risk Control: 1-800-973-9215
Claims: 800-832-7839

Please call these numbers
FOR SAFETY SERVICES ONLY
For all other inquiries please contact your agent, underwriter or claim representative

MASSACHUSETTS

Braintree

350 Granite Street
Suite 1201
Braintree, MA 02184
Risk Control: 1-800-973-9215
Claims: 800-832-7839

MICHIGAN

Grand Rapids

625 Kenmoor Ave
Suite 213
Grand Rapids, MI 49546
Risk Control: 1-800-973-9215
Claims: 800-238-6210

MICHIGAN

Troy

1441 W. Long Lake Rd., Ste. 300
Troy, MI 48098
Risk Control: 1-800-973-9215
Claims: 800-238-6210

MINNESOTA

St. Paul

385 Washington St., MC 104P
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-842-3073

MISSISSIPPI

Jackson

1080 River Oaks Dr
Ste B-200
Flowood, MS 39232
Risk Control: 1-800-973-9215
Claims: 1-800-342-4064

MISSOURI

St. Louis

940 West Port Plaza, Suite 270
St. Louis, MO 63146
Risk Control: 1-800-973-9215
Claims: 800-842-9621

Kansas City

7465 W 132nd, Suite 400
Overland Park, KS 66213
Risk Control: 1-800-973-9215
Claims: 800-255-5072

Missouri Workers'

Compensation Plan (MWCP)

4801 Main Street, Suite 350
Kansas City, MO 64112
Risk Control: 1-800-973-9215

MONTANA

Sacramento, CA

11070 White Rock Rd, Suite 130
Rancho Cordova, CA 95670
Risk Control: 1-800-973-9215
Claims: (800) 727-3995

NEBRASKA

Omaha

11516 Miracle Hills Dr., St. 400
Omaha, NE 68154
Risk Control: 1-800-973-9215
Claims: 800-255-5072

NEVADA

Las Vegas

7450 Arroyo Crossing Pkwy
Suite 200
Las Vegas, NV 89113
Risk Control: 1-800-973-9215
Claims: 702-479-4200

NEW HAMPSHIRE

Portland, ME

207 Larrabee Road, Suite 3
Westbrook, ME 04092
Risk Control: 1-800-973-9215

NEW JERSEY

Morristown

445 South Street
Morristown, NJ 07960
Risk Control: 1-800-973-9215
Claims: 1-800-842-2475

NEW JERSEY

Marlton

Lake Center Exec Park Building 30
Suite 110
Marlton, NJ 08053
Risk Control: 1-800-973-9215
Claims: 800-842-2475

NEW MEXICO

Phoenix

2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
Risk Control: 1-800-973-9215
Claims: 602-861-8600

NEW YORK

Albany

900 Watervliet-Shaker Road
Albany, NY 12205
Risk Control: 1-800-973-9215
Claims: 800-842-2475

NEW YORK

Buffalo

60 Lakefront Blvd.
P.O. Box 242
Buffalo, NY 14240-0242
Risk Control: 1-800-973-9215
Claims: 800-842-2475

NEW YORK

Melville

3 Huntington Quadrangle
Melville, NY 11747
Risk Control: 1-800-973-9215
Claims: 800-842-2475

NEW YORK

New York

485 Lexington Ave.
New York, NY 10017-2630
Risk Control: 1-800-973-9215
Claims: 1-800-842-2475

NEW YORK

Rochester

75 Town Centre Drive
P.O. Box 23235
Rochester, NY 14692-3235
Risk Control: 1-800-973-9215
Claims: 1-800-842-2475

NEW YORK

Syracuse

440 South Warren Street
P.O. Box 4963
Syracuse, NY 13221-4963
Risk Control: 1-800-973-9215
Claims: 800-842-2475

NORTH CAROLINA

Charlotte

11440 Carmel Commons Blvd.
Suite 400
Charlotte, NC 28226
Risk Control: 1-800-973-9215
Claims: (704) 544-3500

NORTH CAROLINA

Raleigh

4504 Emperor Blvd.
Durham, NC 27703
Risk Control: 1-800-973-9215
Claims: (704) 544-3500

NORTH DAKOTA

St. Paul, MN

385 Washington St., MC 104P
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-842-3073

OHIO

Cincinnati

Baldwin Center, Suite 500
625 Eden Park Drive
Cincinnati, OH 45202
Risk Control: 1-800-973-9215
Claims: 800-238-6210

OHIO

Cleveland

6150 Oak Tree Blvd., Suite 400
Independence, OH 44131
Risk Control: 1-800-973-9215
Claims: 800-238-6210

OKLAHOMA

Tulsa

9820 East 41st St., Suite 401
P.O. Box 3510
Tulsa, OK 74101
Risk Control: 1-800-973-9215

OREGON

Portland

4000 SW Kruse Way Place,
Building 1, Suite 255
Lake Oswego, OR 97035
Risk Control: 1-800-973-9215
Claims: 800-698-6883

PENNSYLVANIA

Philadelphia

10 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Risk Control: 1-800-973-9215
Claims: 800-832-0606

PENNSYLVANIA

Pittsburgh

112 Washington Place, Suite 910
Pittsburgh, PA 15219
Risk Control: 1-800-973-9215
Claims: (412) 338-3000

Please call these numbers
FOR SAFETY SERVICES ONLY
For all other inquiries please contact your agent, underwriter or claim representative

PENNSYLVANIA

Reading

1105 Berkshire Blvd.
P.O. Box 13426
Wyomissing, PA 19610
Risk Control: 1-800-973-9215
Claims: 800-832-0606

RHODE ISLAND

Braintree

350 Granite Street
Suite 1201
Braintree, MA 02184
Risk Control: 1-800-973-9215
Claims: 800-832-7839

SOUTH CAROLINA

Charlotte

11440 Carmel Commons Blvd.
P.O. Box 473500
Charlotte, NC 28247-3500
Risk Control: 1-800-973-9215
Claims: 704-544-3500

SOUTH DAKOTA

St. Paul, MN

385 Washington St.
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-842-3073

TENNESSEE

Franklin

6640 Carothers Pkwy, Suite 300
Franklin, TN 37067
Risk Control: 1-800-973-9215
Claims: (615) 660-6000

TEXAS

Dallas

1301 E Collins Blvd., Suite 300
Richardson, TX 75081
Risk Control: 1-800-973-9215
Claims: 214-570-6000

TEXAS

Houston

4650 Westway Park Blvd., Suite 350
Houston, TX 77041
Risk Control: 1-800-973-9215
Claims: 800-235-3610

UTAH

Denver, CO

6060 S. Willow Drive #300
Greenwood Village, CO 80111
Risk Control: 1-800-973-9215
Claims: 800-453-3025

VERMONT

Hartford, CT

300 Windsor Street
Hartford, CT 06120
Risk Control: 1-800-973-9215
Claims: (800) 422-3340

VIRGINIA

Richmond

9954 Mayland Drive, Suite 6100
Richmond, VA 23233
Risk Control: 1-800-973-9215
Claims: (804) 330-6000

Washington, DC

14200 Park Meadow Dr.
Chantilly, VA 20151
Risk Control: 1-800-973-9215
Claims: 800-368-3562

WASHINGTON

Seattle

1501 4th Avenue, Suite 400
Seattle, WA 98101
Risk Control: 1-800-973-9215

WEST VIRGINIA

Charleston, WV

119 Virginia St. W.
Charleston, WV 25302
Risk Control: 1-800-973-9215
Claims: (443) 353-1000

WISCONSIN

Milwaukee

13935 Bishops Drive, Suite 200
Brookfield, WI 53005
Risk Control: 1-800-973-9215
Claims: 800-842-6172

WYOMING

Denver, CO

6060 S. Willow Drive #300
Greenwood Village, CO 80111
Risk Control: 1-800-973-9215



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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-1N347007-21-42-G

RENEWAL OF (UB-1N347007-20-42-G)

INSURER: THE PHOENIX INSURANCE COMPANY
A Stock Company

NCCI CO CODE: 12610

1.

INSURED:
CALABRESE ASSOCIATES CPA PC
24 NORTH KING ST
MALVERNE, NY 11565

PRODUCER:
AUTOMATIC DATA PROC INS
1 ADP BLVD # 625
ROSELAND, NJ 07068

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-11-21 to 01-11-22 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
NY

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	100,000	Each Accident
Bodily Injury by Disease:	\$	500,000	Policy Limit
Bodily Injury by Disease:	\$	100,000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI
MN MO MS MT NC NE NH NJ NM NV OK OR PA RI SC SD TN TX UT VA VT WI
WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**

DATE OF ISSUE: 12-07-20 SD

OFFICE: PAYROLL

70A

PRODUCER: AUTOMATIC DATA PROC INS XV770

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-1N347007-21-42-G

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
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SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 8721 NAICS: 541219

	STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM \$	30
PREMIUM DISCOUNT	NONE
0900-31 EXPENSE CONSTANT	200
TERRORISM	11
CAT (OTHER THAN CERT ACTS OF TERRORISM)	2
TOTAL ESTIMATED PREMIUM	243
TAXES AND SURCHARGES	5
DEPOSIT AMOUNT DUE	248

Minimum Premium: \$ 220

DATE OF ISSUE: 12-07-20 SD

OFFICE: PAYROLL

70A

PRODUCER: AUTOMATIC DATA PROC INS XV770

COUNTERSIGNED-AGENT

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: UB-1N347007-21-42-G

INSURER: THE PHOENIX INSURANCE COMPANY

INSURED'S NAME: CALABRESE ASSOCIATES CPA PC

12610-NY

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001				
FEIN 203560664 ENTITY CD 001 00				

CALABRESE ASSOCIATES CPA
PC

24 N KING ST
MALVERNE , NY 11565
NAICS: 541219

CLERICAL OFFICE EMPLOYEES NOC	8810	16892.00	0.18	30
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NY MANUAL PREMIUM \$ 30

TOTAL PREMIUM SUBJECT TO EXPERIENCE MOD.	\$ 30
EXPERIENCE MODIFICATION:NONE MODIFIED PREMIUM	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	30
EXPENSE CONSTANT(0900)	200
TERRORISM(9740)	11
CAT(OTHER THAN CERT ACTS OF TERRORISM)(9741)	2
TOTAL ESTIMATED PREMIUM	243
11.80% NY STATE ASSESSMENT	5
TOTAL PREMIUM	248
DEPOSIT AMOUNT DUE	248

DATE OF ISSUE: 12-07-20 SD

SCHEDULE NO: 1 OF 1

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ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-1N347007-21-42-G

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 00 04 22 C - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 21 E - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 31 03 05 B - 001	NY EXCL OF EXECUTIVE OFFICER ENDT
WC 31 03 08 00 - 001	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC 31 03 19 J - 001	NY CONST CLASS PREM ADJUST PROG
WC 31 04 05 A - 001	NY SAFE PTNT HNDLG ACT PRGM ENDT FLAT CR
WC 31 06 18 A - 001	NEW YORK NOTICE OF RIGHT TO APPEAL

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE

WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance.
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law.

Enforcement may be against us or against you and us.

4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or

Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C Sections 1331 et seq.), the Defense Base Act (42 U.S.C Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We

have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below:

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of

employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

**PART FIVE
PREMIUM**

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by

those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they

comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.

Secretary

President



POLICY NUMBER: UB-1N347007-21-42-G

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.



(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement Effective
Insured**

Policy No.

EndorsementNo.	Premium
----------------	---------

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-07-20 ST ASSIGN:

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ENDORSEMENT WC 00 04 22 (C)

POLICY NUMBER: UB-1N347007-21-42-G

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027 an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Form WC 00 04 22 (C)

DATE OF ISSUE: 12-07-20 ST ASSIGN:

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ENDORSEMENT WC 00 04 22 (C)

POLICY NUMBER: UB-1N347007-21-42-G

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
-------	------------------	---------

For all other states please refer to the other Federal Terrorism Risk Insurance Act Disclosure Endorsements attached to your policy

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

Form WC 00 04 22 (C)

DATE OF ISSUE: 12-07-20

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ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 04 21 (E)

POLICY NUMBER: UB-1N347007-21-42-G

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)
PREMIUM ENDORSEMENT**

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (Other Than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

	Schedule	
State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company
Form WC 00 04 21 (E)

Countersigned by _____

DATE OF ISSUE: 12-07-20

ST ASSIGN:

Page 1 of 1



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 19 (00)**

POLICY NUMBER: UB-1N347007-21-42-G

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE

PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**





**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 31 03 05 (B) -

POLICY NUMBER: UB-1N347007-21-42-G

NEW YORK EXCLUSION OF EXECUTIVE OFFICER ENDORSEMENT

The policy does not cover bodily injury to the sole executive officer and only stockholder of the insured corporation, or one or two executive officers who together are the only stockholders of the insured corporation with each officer holding at least one share of stock in the corporation, when such corporation has other employees who are required to be covered by law, and the corporation has elected to exclude from coverage the sole officer or one or both officers of a two person corporation described in the Schedule.

The premium basis for the policy does not include the remuneration of the excluded executive officer or officers.

You will reimburse us for any payment we must make because of bodily injury to such person.

SCHEDULE

Name Of Officers(s)	Title
CHRIS CALABRESE	PRESIDENT



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 31 03 08 (00)**

POLICY NUMBER: UB-1N347007-21-42-G

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New York is shown in Item 3.A of the Information Page.

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers Compensation Law of New York.



DATE OF ISSUE: 12-07-20

ST ASSIGN:

NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

Credits are earned for average wages in excess of \$23.24 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5057	5193	5429	5491	5606	6003	6229	6325	9526
3365	5059	5213	5443	5506	5610	6005	6233	6400	9527
3724	5069	5221	5445	5507	5645	6017	6235	6701	9534
3726	5102	5222	5462	5508	5648	6018	6251	7536	9539
3737	5160	5223	5473	5536	5651	6045	6252	7538	9545
5000	5183	5348	5474	5538	5701	6204	6260	7601	9549
5022	5184	5402	5479	5545	5703	6216	6306	7855	9553
5037	5188	5403	5480	5547	5709	6217	6319	8227	
5040	5190	5428							

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately four months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York compensation Insurance Rating Board.

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing). For policies with effective dates between January 1 and March 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the second calendar year preceding the policy effective date. For policies with effective dates between April 1 and December 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the calendar year preceding the policy effective date. Total payroll (and not limited payroll) is to be reported for employees engaged in the construction of one or two-family residential housing.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Audit Department, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017.

The application for credit on a renewal policy must be received by the Rating Board three (3) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the renewal policy effective and expiration date, however, it must be accompanied by a letter from the employer stating the reason for the delay.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 31 06 19 (J)

POLICY NUMBER : UB-1N347007-21-42-G

Under no circumstances will an original application be accepted for any policy if it is received after the expiration date of the policy to which the credit would have applied, nor will a revised application be accepted if it is received later than one (1) year from the expiration date of the policy to which the credit would have applied.

The New York Workers' Compensation and Employers' Liability Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

For online entry of the information requested on this form refer to: <http://www.nycirb.org/cpap>



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned by _____	

POLICY NUMBER: UB-1N347007-21-42-G

**NEW YORK SAFE PATIENT HANDLING ACT PROGRAM EXPLANATORY
ENDORSEMENT (FLAT CREDIT)**

The New York Safe Patient Handling Act Program (NYSPHAP) allows a premium credit for New York employers in the healthcare industry. This credit exists to recognize compliance with Section 2997-k(2) of the New York State Public Health Law.

The Information Page of this policy will show a credit of 2.5% if you are eligible for this credit. You are eligible for a NYSPHAP credit if you are in compliance with the requirements of New York State Public Health Law Section 2997-k(2) and your policy contains classification codes subject to the NYSPHAP, which may include, but are not limited to the following:

8829 "Nursing Home-All Employees"
8833 "Hospital-Professional Employees"
8865 "Alcohol or Drug Rehabilitation Facility – All Employees & Clerical"
8866 "Assisted Living Facility – All Employees & Clerical"
9040 "Hospital-All Other Employees"

Contact your broker, agent, or insurance carrier if you believe you are eligible for a NYSPHAP credit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned by _____	

NEW YORK WORKERS' COMPENSATION POLICYHOLDER NOTICE OF RIGHT TO APPEAL

Policyholder Disputes

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing and/or other New York Compensation Insurance Rating Board ("Rating Board") rulings or decisions pertaining to this policy. Please refer to the New York Workers' Compensation Policyholder Notice of Right to Appeal process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at:
<http://www.dfs.ny.gov/about/contactus.htm#consumer>
or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

New York Workers' Compensation Policyholder Notice of Right to Appeal Process

An insured, or its representative, (hereafter referred to as "insured") may appeal the application of a rule or procedure contained in the New York Workers' Compensation & Employers' Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which make up, the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for a review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. The Rating Board will review the request and respond to the parties within sixty (60) days, either granting the parties or their authorized representatives their request or sustaining the Rating Board's original ruling.
2. If not satisfied with the outcome of 1. above, the parties may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and supply any supporting documents. The appropriate Department Vice President or his or her designated representative will preside at the conference.
3. If the dispute is not resolved by the conference, the parties may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reasons for the appeal and the nature of the complaint.

Following the Committee's receipt of the appeal request, the parties will be notified about the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be devoted to the matter.

After the hearing, the parties will be advised, in writing, of the Underwriting Committee decision on the complaint.

POLICY NUMBER: UB-1N347007-21-42-G

4. If the Underwriting Committee ruling is not satisfactory to either party, then the aggrieved party may request a hearing at the New York State Department of Financial Services to consider the disputed decision.
5. The decision of the New York State Department of Financial Services may be appealed to a court of law, by the parties involved or the Rating Board.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

POLICY NUMBER: UB-1N347007-21-42-G

**NOTICE OF ELECTION TO ACCEPT AN INSURANCE DEDUCTIBLE
FOR NEW YORK WORKERS' COMPENSATION INDEMNITY AND MEDICAL BENEFITS**

This medical and indemnity deductible program is being offered to policyholders with an estimated annual premium at inception of twelve thousand dollars or more. Under this deductible program we pay all amounts in their entirety applicable to each compensable claim under Part One of the policy.

We then obtain reimbursement from you, the policyholder, subject to the limits of the deductible amount for each occurrence. You are liable to us for the deductible amount in regard to benefits paid for compensable claims, and failure by you to reimburse any deductible amounts to us shall be treated in the same manner as nonpayment of premium.

The deductibles paid by you during any one year period of insurance shall not exceed the estimated annual premium at inception for such policy of insurance. A policy written under this deductible program shall have attached the New York Benefits Deductible Endorsement WC 31 03 15 (A) to the policy. One of the following deductible amounts, per occurrence, is available for selection by you to activate this program.

To prevent putting you in an uninsured position, your policy has been issued at full rates with no deductible applied.

If you wish to have this deductible option apply to your policy, fill in the information requested at the bottom of this form. Retain your copy for your records and send the agent and company copies to your agent within sixty (60) days from the effective date of your policy. An endorsement will then be attached to your policy to reflect the change.

If you decide that you do not want the deductible to apply, you may disregard this form. Your policy will continue in force as issued.

For a complete explanation of how this program operates or the savings available, please contact your agent.

DEDUCTIBLE TABLE

**DEDUCTIBLE
PER OCCURRENCE:**

\$ 100	\$1,000
\$ 200	\$1,500
\$ 300	\$2,000
\$ 400	\$2,500
\$ 500	\$5,000

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W31N3C06

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YES, I WANT A DEDUCTIBLE OF \$ _____ APPLIED TO MEDICAL AND INDEMNITY BENEFITS UNDER THE NEW YORK WORKERS COMPENSATION LAW. I understand that the company shall pay the deductible amount and seek reimbursement from the employer shown below.

I understand that in accordance with New York law, I have the option of modifying the above deductible program choice at the time of renewal of my Workers' Compensation policy with the insurance company named below .

Date: _____

Employer: _____

Name: _____

Title: _____

Signature: _____

Insurance Company: _____

New York Notice to Employers

The Construction Employment Payroll Limitation Law, enacted under Senate Bill S7744 and Assembly Bill A11294, provides a more equitable distribution of premium between high wage paying and low wage paying employers in the construction industry. One or more classification codes applicable to your policy may be subject to the Payroll Limitation Law. **See list of eligible classifications below.** The Law does not, however, apply to employments engaged in the construction of one or two family residential housing.

Your overall premium may increase or decrease depending on geographic territories and/or payroll limitations. The actual weekly payroll of each employee performing the employments subject to an eligible classification code is subject to the following limitations:

- a maximum of \$1,305.92 for the weekly wage upon which the maximum weekly benefit is based for policies with effective dates on or after July 1, 2017.
- a maximum of \$1,357.11 for the weekly wage upon which the maximum weekly benefit is based for policies with effective dates on or after July 1, 2018.
- a maximum of \$1,401.17 for the weekly wage upon which the maximum weekly benefit is based for policies with effective dates on or after July 1, 2019.
- a maximum of \$1,450.17 for the weekly wage upon which the maximum weekly benefit is based for policies with effective dates on or after July 1, 2020.

The construction employment geographic territories are:

Territory 1 – Counties of the Bronx, Kings, New York, Queens and Richmond

Territory 2 – Counties of Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk and Westchester

Territory 3 – All other counties within the State

Please note that since your operations may be subject to the law, an employer with an eligible classification code is required to maintain true and accurate weekly records for each employee that shows:

1. Each employee's total weekly wages and hours worked;
2. The type of work performed;
3. The geographic territory in which the work was performed; and
4. Whether or not the work was performed on commercial structures or on one/two family residential housing.

Eligible classification codes are those currently contained in the New York Construction Classification Premium Adjustment Program (PAP), with the exception of code 5645, which applies to the construction of one or two family residential dwellings. The specific listing of eligible classification codes is as follows:

0042	5057	5193	5428	5480	5547	6003	6229	6325	9526
3365	5059	5213	5429	5491	5606	6005	6233	6400	9527
3724	5069	5221	5443	5506	5610	6017	6235	6701	9534
3726	5102	5222	5445	5507	5648	6018	6251	7536	9539
3737	5160	5223	5462	5508	5651	6045	6252	7538	9545
5000	5183	5348	5473	5536	5701	6204	6260	7601	9549
5022	5184	5402	5474	5538	5703	6216	6306	7855	9553
5037	5188	5403	5479	5545	5709	6217	6319	8227	
5040	5190								

The definition of the term "construction" as used in the Payroll Limitation Law includes new construction, as well as the remodeling, repair and maintenance work on existing structures.

If you have any questions regarding this law, please contact your agent, broker or insurance carrier underwriter.

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IMPORTANT NOTICE – NEW, UNCOLLECTED OR UNCONTEMPLATED SURCHARGES

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

The insurer is responsible for the collection of any surcharge related to the policy premium in accordance with state laws or regulations. While surcharges are commonly known at the time of policy issuance, there are instances when a state amends existing, or institutes new, surcharge rates after policy issuance. The insured is responsible to reimburse the insurer when billed for the amount of any surcharge.



State of New York
Determination of Classification Change from 10/1/2019 to 10/1/2020 Rates

Company Name	Company Abbreviation	Company LCM
Charter Oak Fire Insurance Company	COF	1.025
Travelers Indemnity Company of America	TIA	1.140
Travelers Indemnity Company of Connecticut	TCT	1.207
Travelers Indemnity Company	IND	1.274
Travelers Casualty and Surety Company	ACR	1.341
Travelers Property Casualty Company of America	TIL	1.341
Travelers Casualty Insurance Company of America	ACJ	1.408
Phoenix Insurance Company	PHX	1.475

Notes: "If you were insured with a **different carrier** last year, compare the current loss costs and multiplier to those used by your prior carrier."

To obtain the classification percentage change, multiply the loss cost classification percentage change in the attached pages to the company LCM change (Proposed Company / Prior Company). (Small differences may exist due to rounding).

Example:

Prior Company: Travelers Indemnity Company of America (TIA)

Proposed Company: Charter Oak Fire Insurance Company (COF)

Class Code: 3643

Take the change in decimal form for class 3643 from the attached pages (loss cost comparison) which is 0.947 (-0.053+1.000). Then multiply by the Proposed Company LCM divided by the Prior Company LCM.

$$(0.947) \times (1.025 / 1.140) = 0.851 (-14.9\%)$$

which indicates a 14.9% decrease from the October 2019 rate. If the result of the multiplication was greater than 1.000, then the result is an increase. If the result of the multiplication is less than 1.000, this implies a decrease.



NEW YORK WORKERS' COMPENSATION

OCTOBER 1, 2020 LOSS COST REVISION

EXPLANATORY MEMORANDUM

An overall loss cost decrease of 1.0% has been approved by the New York State Department of Financial Services to become effective on October 1, 2020.

The following is a description of the various components of the approved change:

Loss Experience – The latest two policy years of experience produced an increase of 2.2% in the overall loss cost level.

Legislative Changes – This revision includes an estimate of the cost impact of the latest increases in the maximum weekly benefits that were set forth in the 2007 workers' compensation reform legislation. This component contributed an increase of 1.0% to the overall change.

Loss Adjustment Expenses – A review of the latest data available resulted in a decrease of 0.1% in the Loss Adjustment Expense provision.

Future Trends – The latest analysis of New York claim severity and claim frequency indicates a continuing small decrease in claim frequency, an upward trend in indemnity claim costs and a mild upward trend in medical claim costs. Combined with a projected wage trend, the final selected net trend factor is -4.0%.

Catastrophe Provision – This revision contains no changes in the loss cost provisions for terrorism and for natural disasters and catastrophic industrial accidents.

Classification Loss Costs – Although the average manual loss cost level is decreasing by 1.0%, individual classification loss cost changes are based on the most recently available loss experience for each classification. Both increases and decreases from the current loss costs have been actuarially calculated for each class. This process ensures that each classification loss cost reflects the appropriate level relative to the experience of the other classifications.

Workers' Compensation - New York

Loss Cost Comparison - October 1, 2019 to October 1, 2020

Class	Code	Oct. 2020	Oct. 2019	% Change	Class	Code	Oct. 2020	Oct. 2019	% Change
0005	2.22	1.91	2.22	-14.0%	2081	9.38	10.70	-12.3%	-12.3%
0006	2.79	2.75	2.79	-1.4%	2089	6.57	7.70	-14.7%	-14.7%
0007	1.90	1.80	1.90	-5.3%	2095	6.25	7.14	-12.5%	-12.5%
0031	2.26	2.08	2.26	-8.0%	2101	6.74	5.47	23.2%	23.2%
0034	3.50	3.82	3.50	9.1%	2105	5.63	6.38	-11.8%	-11.8%
0035	2.63	2.72	2.63	3.4%	2111	2.25	2.54	-11.4%	-11.4%
0042	5.33	4.91	5.33	-7.9%	2112	7.84	7.82	0.3%	0.3%
0050	4.11	3.42	4.11	-16.8%	2114	6.84	6.37	7.4%	7.4%
0106	7.87	6.32	7.87	-19.7%	2121	4.47	3.87	15.5%	15.5%
0251	16.59	15.14	16.59	-8.7%	2143	3.39	3.88	-12.6%	-12.6%
0771	6.97	7.67	6.97	10.0%	2150	9.21	10.16	-9.4%	-9.4%
0908	122.08	145.89	122.08	19.5%	2157	12.22	11.89	2.8%	2.8%
0909	159.40	178.26	159.40	11.8%	2172	3.40	3.14	8.3%	8.3%
0912	678.15	838.87	678.15	23.7%	2288	6.85	7.45	-8.1%	-8.1%
0913	348.28	430.82	348.28	23.7%	2302	2.62	2.53	3.6%	3.6%
0917	4.40	4.15	4.40	-5.7%	2362	2.11	2.13	-0.9%	-0.9%
1170	3.66	3.25	3.66	-11.2%	2380	6.74	7.71	-12.6%	-12.6%
1320	5.06	4.58	5.06	-9.5%	2387	4.08	3.98	2.5%	2.5%
1430	3.22	3.11	3.22	-3.4%	2388	3.15	2.92	7.9%	7.9%
1438	9.05	9.52	9.05	5.2%	2402	2.31	2.45	-5.7%	-5.7%
1439	5.50	4.88	5.50	-11.3%	2413	3.76	3.98	-5.5%	-5.5%
1452	7.29	7.46	7.29	2.3%	2416	2.43	2.63	-7.6%	-7.6%
1463	6.51	6.05	6.51	-7.1%	2417	2.84	3.09	-8.1%	-8.1%
1470	11.13	9.73	11.13	-12.6%	2501	0.94	0.81	16.0%	16.0%
1624	4.24	3.98	4.24	-6.1%	2503	1.08	1.16	-6.9%	-6.9%
1701	4.70	4.47	4.70	-4.9%	2534	4.10	4.67	-12.2%	-12.2%
1710	6.47	5.99	6.47	-7.4%	2553	2.19	2.33	-6.0%	-6.0%
1741	6.48	7.36	6.48	-13.6%	2570	5.22	5.02	4.0%	4.0%
1747	20.12	18.19	20.12	-9.6%	2571	3.47	3.42	1.5%	1.5%
1748	8.68	8.12	8.68	-6.5%	2576	3.17	3.48	-8.9%	-8.9%
1809	10.87	10.60	10.87	-2.5%	2578	2.92	3.01	-3.0%	-3.0%
1810	8.36	7.57	8.36	-9.4%	2590	2.61	2.71	-3.7%	-3.7%
1853	5.34	4.84	5.34	-9.4%	2591	5.45	5.24	4.0%	4.0%
1860	11.21	8.58	11.21	-23.5%	2593	5.85	6.09	-3.9%	-3.9%
1924	5.19	4.95	5.19	-4.6%	2594	5.90	6.01	-1.8%	-1.8%
1925	7.47	7.47	7.47	0.0%	2600	6.91	7.52	-8.1%	-8.1%
2001	4.83	4.39	4.83	-9.1%	2623	3.82	3.97	-3.8%	-3.8%
2002	4.23	4.09	4.23	-3.3%	2640	12.57	14.16	-11.2%	-11.2%
2003	5.54	5.37	5.54	-3.1%	2660	2.40	2.54	-5.5%	-5.5%
2014	3.80	3.38	3.80	-11.1%	2670	3.46	3.19	8.5%	8.5%
2021	3.61	3.46	3.61	-4.2%	2683	4.86	5.08	-4.3%	-4.3%
2039	6.17	7.04	6.17	14.1%	2688	1.46	1.41	3.5%	3.5%
2041	4.36	3.82	4.36	-12.4%	2689	0.93	0.96	-3.1%	-3.1%
2065	3.19	2.92	3.19	-8.5%	2702	10.31	12.15	-15.1%	-15.1%
2070	5.63	5.76	5.63	2.3%	2710	5.22	5.93	-12.0%	-12.0%



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Workers' Compensation - New York

Loss Cost Comparison - October 1, 2019 to October 1, 2020

<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>	<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>
2714	7.03	7.73	-9.1%	3190	2.92	3.04	-3.9%
2731	4.49	4.85	-7.4%	3191	3.14	3.60	-12.8%
2737	5.79	5.72	1.2%	3200	3.10	3.15	-1.6%
2759	10.30	11.21	-8.1%	3220	2.61	2.67	-2.2%
2790	1.43	1.61	-11.2%	3227	29.89	32.72	-8.6%
2802	6.39	7.14	-10.5%	3241	4.90	4.74	3.4%
2817	3.88	3.75	3.5%	3257	3.11	3.30	-5.8%
2835	2.43	2.55	-4.7%	3270	2.24	2.55	-12.2%
2841	4.78	4.43	7.9%	3307	3.01	3.45	-12.8%
2881	3.01	2.96	1.7%	3315	11.48	9.98	15.0%
2883	3.41	3.57	-4.5%	3336	2.55	2.63	-3.0%
2913	6.26	5.36	16.8%	3365	7.54	7.71	-2.2%
2916	3.41	3.91	-12.8%	3372	2.57	2.80	-8.2%
2923	2.66	2.16	23.1%	3381	1.87	1.97	-5.1%
2942	2.40	2.67	-10.1%	3383	0.53	0.52	1.9%
3004	4.42	4.90	-9.8%	3384	0.24	0.26	-7.7%
3018	9.57	9.35	2.4%	3385	0.99	1.04	-4.8%
3022	6.96	7.58	-8.2%	3400	11.41	9.95	14.7%
3027	2.58	2.85	-9.5%	3507	3.88	3.61	7.5%
3028	8.65	10.48	-17.5%	3515	3.53	3.41	3.5%
3030	9.33	10.03	-7.0%	3548	1.93	2.18	-11.5%
3040	7.72	8.68	-11.1%	3559	4.30	3.58	20.1%
3041	4.59	4.96	-7.5%	3561	2.75	3.00	-8.3%
3042	4.91	4.88	0.6%	3574	0.96	0.80	20.0%
3060	9.86	11.33	-13.0%	3581	1.68	1.77	-5.1%
3064	4.96	6.17	-19.6%	3612	2.64	2.47	6.9%
3066	3.60	3.17	13.6%	3620	4.68	5.01	-6.6%
3067	3.27	3.16	3.5%	3629	1.91	1.89	1.1%
3076	3.47	3.37	3.0%	3632	3.32	3.73	-11.0%
3081	4.46	5.42	-17.7%	3634	1.92	1.80	6.7%
3085	7.61	7.14	6.6%	3635	2.08	2.41	-13.7%
3110	10.04	11.52	-12.8%	3638	2.97	3.32	-10.5%
3111	4.39	5.05	-13.1%	3642	1.44	1.79	-19.6%
3113	2.04	2.00	2.0%	3643	2.76	2.66	3.8%
3114	2.78	2.91	-4.5%	3647	4.40	4.63	-5.0%
3118	2.26	2.41	-6.2%	3648	2.18	2.17	0.5%
3122	5.28	5.02	5.2%	3681	1.26	1.28	-1.6%
3126	15.05	16.36	-8.0%	3685	1.54	1.45	6.2%
3129	4.15	4.19	-1.0%	3686	1.76	1.93	-8.8%
3132	2.03	2.10	-3.3%	3724	4.56	5.07	-10.1%
3145	2.26	2.39	-5.4%	3726	6.76	8.35	-19.0%
3146	1.64	1.77	-7.3%	3737	4.48	4.81	-6.9%
3169	4.41	4.42	-0.2%	3807	4.84	5.67	-14.6%
3179	2.45	2.33	5.2%	3808	4.16	3.99	4.3%
3188	3.06	3.25	-5.8%	3821	7.48	7.29	2.6%

Workers' Compensation - New York

Loss Cost Comparison - October 1, 2019 to October 1, 2020

<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>	<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>
3823	4.45	4.96	-10.3%	4362	0.48	0.53	-9.4%
3824	4.51	4.80	-6.0%	4410	5.58	5.52	1.1%
3826	1.61	1.64	-1.8%	4420	12.31	12.35	-0.3%
3827	4.73	5.32	-11.1%	4431	4.50	4.74	-5.1%
3830	2.37	2.65	-10.6%	4432	2.06	2.10	-1.9%
3832	2.51	2.95	-14.9%	4439	3.73	3.52	6.0%
3865	2.82	2.66	6.0%	4452	3.28	3.22	1.9%
3881	(a)	(a)	0.0%	4459	4.06	4.23	-4.0%
4000	5.88	6.51	-9.7%	4470	4.68	4.30	8.8%
4024	5.97	4.86	22.8%	4475	2.54	2.43	4.5%
4034	8.88	9.56	-7.1%	4476	1.99	2.02	-1.5%
4038	2.89	3.15	-8.3%	4479	2.53	2.55	-0.8%
4053	3.99	4.47	-10.7%	4493	4.68	5.06	-7.5%
4061	3.72	4.22	-11.8%	4511	0.71	0.67	6.0%
4062	6.85	6.45	6.2%	4557	1.31	1.47	-10.9%
4101	3.04	3.20	-5.0%	4558	4.35	4.50	-3.3%
4111	2.34	2.67	-12.4%	4568	2.46	2.79	-11.8%
4112	1.50	1.69	-11.2%	4583	6.57	7.55	-13.0%
4114	2.67	2.71	-1.5%	4597	2.08	2.53	-17.8%
4130	6.37	7.13	-10.7%	4611	2.17	2.11	2.8%
4131	4.37	4.77	-8.4%	4628	1.96	1.97	-0.5%
4133	3.26	2.73	19.4%	4635	6.14	6.01	2.2%
4150	1.77	1.82	-2.7%	4653	2.99	2.70	10.7%
4207	1.03	1.19	-13.4%	4665	10.87	11.33	-4.1%
4239	2.80	3.10	-9.7%	4692	1.20	1.11	8.1%
4240	4.48	5.06	-11.5%	4693	2.24	2.31	-3.0%
4243	3.67	3.78	-2.9%	4710	2.53	3.01	-15.9%
4244	3.00	2.86	4.9%	4712	2.03	2.29	-11.4%
4250	2.81	2.82	-0.4%	4720	3.09	3.77	-18.0%
4251	2.33	2.44	-4.5%	4751	2.37	2.59	-8.5%
4263	4.05	4.65	-12.9%	4771	2.94	3.55	-17.2%
4273	3.43	3.44	-0.3%	4825	0.86	0.84	2.4%
4279	4.72	4.46	5.8%	4828	2.39	2.09	14.4%
4282	0.37	0.41	-9.8%	4829	2.28	2.29	-0.4%
4298	2.20	2.26	-2.7%	4902	3.26	3.45	-5.5%
4299	2.33	2.39	-2.5%	4923	1.30	1.43	-9.1%
4301	7.29	7.57	-3.7%	5000	14.89	17.41	-14.5%
4304	11.16	9.89	12.8%	5022	19.23	18.94	1.5%
4307	3.15	3.31	-4.8%	5037	29.54	31.39	-5.9%
4310	2.71	2.89	-6.2%	5040	23.03	21.76	5.8%
4312	3.16	2.92	8.2%	5057	13.61	15.59	-12.7%
4351	2.11	2.14	-1.4%	5059	42.24	41.15	2.6%
4352	0.66	0.70	-5.7%	5069	30.89	34.28	-9.9%
4360	0.31	0.29	6.9%	5102	14.12	13.52	4.4%
4361	0.59	0.65	-9.2%	5160	5.26	4.99	5.4%

Workers' Compensation - New York

Loss Cost Comparison - October 1, 2019 to October 1, 2020

<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>	<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>
5183	6.77	6.95	-2.6%	6045	4.64	5.20	-10.8%
5184	7.12	8.62	-17.4%	6204	7.20	8.07	-10.8%
5188	6.11	6.06	0.8%	6216	9.08	9.39	-3.3%
5190	4.94	4.90	0.8%	6217	6.75	7.01	-3.7%
5191	1.34	1.38	-2.9%	6229	4.14	4.63	-10.6%
5192	4.88	4.35	12.2%	6233	4.85	5.00	-3.0%
5193	8.51	8.29	2.7%	6235	6.59	7.16	-8.0%
5213	19.73	17.62	12.0%	6251	17.54	14.69	19.4%
5221	11.28	11.55	-2.3%	6252	2.81	3.00	-6.3%
5222	11.18	10.78	3.7%	6260	(a)	(a)	0.0%
5223	6.99	7.98	-12.4%	6306	9.57	10.66	-10.2%
5348	8.64	8.35	3.5%	6319	5.19	5.75	-9.7%
5402	6.98	7.81	-10.6%	6325	7.21	7.90	-8.7%
5403	13.75	14.20	-3.2%	6400	5.48	5.94	-7.7%
5428	7.15	6.38	12.1%	6504	4.45	4.15	7.2%
5429	7.12	7.09	0.4%	6701	16.09	17.80	-9.6%
5443	8.32	8.65	-3.8%	6801	30.97	34.32	-9.8%
5445	9.08	9.02	0.7%	6811	4.55	4.85	-6.2%
5462	8.16	7.72	5.7%	6824	11.53	11.65	-1.0%
5473	29.64	26.26	12.9%	6826	4.64	5.14	-9.7%
5474	9.63	9.74	-1.1%	6834	3.74	4.30	-13.0%
5479	7.07	7.13	-0.8%	6836	3.29	3.38	-2.7%
5480	11.53	12.09	-4.6%	6843	12.15	9.94	22.2%
5491	2.28	2.58	-11.6%	6854	2.77	3.06	-9.5%
5506	13.74	14.03	-2.1%	6872	15.79	18.50	-14.6%
5507	8.32	7.75	7.4%	6874	52.90	56.27	-6.0%
5508	4.37	5.87	-25.6%	6875	97.43	105.30	-7.5%
5536	6.56	6.69	-1.9%	6882	6.83	5.59	22.2%
5538	6.95	6.96	-0.1%	6884	42.55	46.60	-8.7%
5545	19.87	19.56	1.6%	6885	61.14	66.74	-8.4%
5547	10.34	11.40	-9.3%	7016	9.59	7.85	22.2%
5606	3.75	3.88	-3.4%	7024	10.67	8.73	22.2%
5610	9.62	9.58	0.4%	7038	3.32	2.89	14.9%
5645	8.78	9.02	-2.7%	7046	2.91	2.75	5.8%
5648	15.49	16.90	-8.3%	7047	18.97	15.52	22.2%
5651	7.64	6.83	11.9%	7050	6.45	5.67	13.8%
5701	15.28	16.91	-9.6%	7090	3.69	3.21	15.0%
5703	17.21	22.29	-22.8%	7098	3.24	3.06	5.9%
5709	24.41	22.05	10.7%	7099	5.66	5.40	4.8%
5951	0.75	0.85	-11.8%	7133	4.66	4.55	2.4%
5954	4.93	4.96	-0.6%	7197	7.92	8.60	-7.9%
6003	10.71	10.23	4.7%	7201	3.40	3.59	-5.3%
6005	4.01	4.32	-7.2%	7207	4.14	4.52	-8.4%
6017	3.39	3.31	2.4%	7219	9.99	9.75	2.5%
6018	9.67	11.06	-12.6%	7231	9.59	9.22	4.0%

Workers' Compensation - New York

Loss Cost Comparison - October 1, 2019 to October 1, 2020

<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>	<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>
7309	4.30	4.50	-4.4%	8001	2.52	2.71	-7.0%
7313	2.56	2.74	-6.6%	8006	1.80	1.71	5.3%
7317	26.42	28.44	-7.1%	8008	0.97	0.93	4.3%
7327	28.29	30.48	-7.2%	8012	1.81	1.69	7.1%
7333	6.09	5.71	6.7%	8013	0.31	0.33	-6.1%
7335	6.76	6.34	6.6%	8016	0.64	0.59	8.5%
7337	11.82	11.20	5.5%	8017	1.45	1.42	2.1%
7364	1.00	1.35	-25.9%	8018	3.58	3.44	4.1%
7366	6.68	7.61	-12.2%	8021	6.02	5.66	6.4%
7367	7.15	7.53	-5.0%	8025	1.00	1.18	-15.3%
7368	6.75	7.14	-5.5%	8031	2.10	2.35	-10.6%
7370	(c)	(c)	-15.1%	8032	1.02	1.03	-1.0%
7377	6.35	8.19	-22.5%	8033	3.71	3.62	2.5%
7380	8.80	8.98	-2.0%	8034	4.72	4.87	-3.1%
7390	16.65	16.62	0.2%	8039	2.03	1.95	4.1%
7394	4.32	4.07	6.1%	8043	1.18	1.27	-7.1%
7395	4.80	4.52	6.2%	8044	3.64	3.59	1.4%
7398	8.39	7.98	5.1%	8046	2.98	3.22	-7.5%
7403	6.24	5.89	5.9%	8047	1.41	1.60	-11.9%
7405	1.26	1.39	-9.4%	8048	5.17	5.24	-1.3%
7421	0.64	0.64	0.0%	8068	0.19	0.23	-17.4%
7422	1.97	2.20	-10.5%	8069	0.48	0.58	-17.2%
7431	0.55	0.48	14.6%	8072	0.81	0.82	-1.2%
7445	0.30	0.32	-6.3%	8090	0.63	0.63	0.0%
7453	0.29	0.31	-6.5%	8102	5.75	6.67	-13.8%
7502	2.04	1.97	3.6%	8103	4.15	5.06	-18.0%
7515	1.86	2.01	-7.5%	8105	2.22	2.35	-5.5%
7520	6.50	6.55	-0.8%	8106	6.75	6.37	6.0%
7536	6.59	7.20	-8.5%	8107	3.31	3.49	-5.2%
7538	4.82	4.67	3.2%	8111	3.94	3.91	0.8%
7539	1.49	1.60	-6.9%	8116	1.64	1.78	-7.9%
7542	4.27	4.99	-14.4%	8199	3.53	3.29	7.3%
7580	4.47	4.98	-10.2%	8209	6.71	7.26	-7.6%
7590	7.67	6.41	19.7%	8215	5.00	5.39	-7.2%
7600	7.27	6.74	7.9%	8227	12.86	12.20	5.4%
7601	4.03	3.90	3.3%	8232	5.58	5.61	-0.5%
7610	0.23	0.23	0.0%	8235	5.94	5.30	12.1%
7710	3.26	3.27	-0.3%	8263	7.46	8.19	-8.9%
7711	(e)	(e)	-5.2%	8264	6.85	6.88	-0.4%
7716	(e)	(e)	-5.2%	8265	7.83	8.33	-6.0%
7720	2.78	2.41	15.4%	8280	14.53	14.33	1.4%
7723	1.50	1.53	-2.0%	8288	4.06	4.05	0.2%
7855	4.26	4.36	-2.3%	8291	6.26	6.78	-7.7%
7998	1.53	1.97	-22.3%	8292	5.65	4.94	14.4%
7999	2.12	2.30	-7.8%	8293	8.95	9.04	-1.0%

Workers' Compensation - New York

Loss Cost Comparison - October 1, 2019 to October 1, 2020

<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>	<u>Class Code</u>	<u>Oct. 2020</u>	<u>Oct. 2019</u>	<u>% Change</u>
8350	10.34	8.61	20.1%	9014	4.59	4.95	-7.3%
8353	4.97	5.23	-5.0%	9015	1.83	1.87	-2.1%
8381	1.94	2.14	-9.3%	9016	3.75	4.10	-8.5%
8382	1.70	1.90	-10.5%	9019	3.39	3.69	-8.1%
8385	10.89	9.47	15.0%	9025	15.67	16.97	-7.7%
8391	3.14	3.32	-5.4%	9026	4.37	4.23	3.3%
8392	2.46	2.57	-4.3%	9027	10.40	10.57	-1.6%
8394	5.20	5.20	0.0%	9028	3.20	3.16	1.3%
8500	6.72	7.05	-4.7%	9029	5.26	5.32	-1.1%
8601	0.45	0.43	4.7%	9030	4.95	5.15	-3.9%
8709	26.76	28.73	-6.9%	9040	5.46	4.89	11.7%
8719	2.13	2.28	-6.6%	9044	3.99	5.23	-23.7%
8720	2.01	2.03	-1.0%	9048	2.43	2.31	5.2%
8723	0.12	0.13	-7.7%	9051	3.12	3.56	-12.4%
8726	2.45	2.80	-12.5%	9052	3.15	3.13	0.6%
8731	2.55	2.74	-6.9%	9055	1.07	1.09	-1.8%
8742	0.29	0.29	0.0%	9058	4.87	4.33	12.5%
8745	6.30	6.02	4.7%	9059	8.73	9.05	-3.5%
8747	0.16	0.17	-5.9%	9060	1.45	1.47	-1.4%
8748	1.05	1.08	-2.8%	9061	1.90	1.94	-2.1%
8751	3.70	3.87	-4.4%	9063	0.92	0.94	-2.1%
8755	0.75	0.62	21.0%	9065	1.05	1.16	-9.5%
8800	1.92	1.84	4.3%	9071	1.78	1.84	-3.3%
8802	1.13	1.20	-5.8%	9072	1.98	2.06	-3.9%
8803	0.05	0.05	0.0%	9074	1.15	1.17	-1.7%
8809	0.19	0.19	0.0%	9088	9.08	9.15	-0.8%
8810	0.12	0.13	-7.7%	9089	0.38	0.40	-5.0%
8820	0.12	0.12	0.0%	9093	1.47	1.73	-15.0%
8829	3.33	3.31	0.6%	9101	2.97	2.91	2.1%
8831	1.21	1.23	-1.6%	9102	3.31	3.34	-0.9%
8832	0.39	0.40	-2.5%	9149	1.17	1.35	-13.3%
8833	1.19	1.26	-5.6%	9157	4.31	4.36	-1.1%
8838	0.59	0.56	5.4%	9158	2.06	2.05	0.5%
8840	0.48	0.50	-4.0%	9159	1.26	1.31	-3.8%
8854	4.53	4.54	-0.2%	9160	1.52	1.54	-1.3%
8855	0.12	0.13	-7.7%	9178	3.82	3.48	9.8%
8857	2.71	2.81	-3.6%	9179	6.77	6.79	-0.3%
8864	3.30	3.06	7.8%	9180	2.58	2.68	-3.7%
8865	3.04	3.22	-5.6%	9182	1.46	1.41	3.5%
8866	2.42	2.59	-6.6%	9186	5.35	5.98	-10.5%
8868	0.44	0.43	2.3%	9220	7.42	7.29	1.8%
8869	0.93	0.88	5.7%	9402	5.71	6.35	-10.1%
8871	0.16	0.19	-15.8%	9403	10.76	11.55	-6.8%
8873	0.12	0.13	-7.7% *	9410	7.39	7.38	0.1%
8901	0.13	0.11	18.2%	9501	1.93	1.89	2.1%

Workers' Compensation - New York

Loss Cost Comparison - October 1, 2019 to October 1, 2020

Class				Class			
Code	Oct. 2020	Oct. 2019	% Change	Code	Oct. 2020	Oct. 2019	% Change
9505	4.03	4.72	-14.6%	9549	3.49	3.48	0.3%
9519	3.53	4.09	-13.7%	9552	12.92	13.53	-4.5%
9521	3.84	4.51	-14.9%	9553	5.41	6.03	-10.3%
9522	1.54	1.49	3.4%	9585	0.87	0.92	-5.4%
9526	12.37	12.43	-0.5%	9586	0.66	0.56	17.9%
9527	28.19	29.51	-4.5%	9600	2.06	1.88	9.6%
9534	10.07	10.37	-2.9%	9610	0.97	0.93	4.3%
9539	9.92	9.74	1.8%	9620	1.55	1.60	-3.1%
9545	15.76	15.46	1.9%				

Legend:

- (a) - Loss cost for each individual risk shall be obtained from the Rating Board.
- (c) - Refer to Miscellaneous Values in the manual for loss costs.
- (e) - Refer to Volunteer Firefighters schedule for loss costs. Loss cost change is the same for all population groups in this class.
- * Class Code 8873 is a new class code. The provisions of Class Code 8873 apply to all new and renewal policies effective on or after May 1, 2020, as well as to all policies that were in-force from March 16, 2020 through April 30, 2020. The Loss Cost is based off of Class Code 8810 until such time that Class Code 8873 develops its own experience or warrants an adjustment. Please refer to RC Bulletins #2512 and #2513 for further information.

* Class Code 8873 is a new class code. The provisions of Class Code 8873 apply to all new and renewal policies effective on or after May 1, 2020, as well as to all policies that were in-force from March 16, 2020 through April 30, 2020. The Loss Cost is based off of Class Code 8810 until such time that Class Code 8873 develops its own experience or warrants an adjustment. Please refer to RC Bulletins #2512 and #2513 for further information.



IMPORTANT NOTICE – PAYOR COMPLIANCE PROGRAM – NEW YORK

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

In April 2015, the New York State Workers' Compensation Board issued Subject No. 046-760 to all employers, employees, insurance carriers providing benefits under the Workers' Compensation Law, attorneys and licensed representatives appearing before the Board regarding the Board's Payor Compliance Program. The subject number states that all payors (including carriers, third-party administrators [TPAs], self-insureds, self-insured trusts/groups and governmental subdivisions) will receive a quarterly report, starting in January 2016, of their performance in each of the following areas:

- Timeliness of the First Report of Injury Filing;
- Timeliness and Reporting of Initial Payment of Compensation;
- Timeliness of Notice of Controversy Filing; and
- Percentage of Claims Controverted.

Your timely reporting of claims is **CRITICAL** to ensuring compliance with this program. As mandated by WCL 110(2) and NYCRR 300.22, you, as an employer, must report any injury meeting either of the following criteria:

- Injury which has caused, or will cause, a loss of time from regular duties of one day beyond the work shift in which the accident occurred.
- More than ordinary first aid treatment, defined as a single treatment and subsequent observation of minor cuts, scratches, burns, splinters and the like, which do not ordinarily require medical care.

YOU MUST IMMEDIATELY REPORT ALL INJURIES THAT MEET EITHER OF THESE TESTS TO TRAVELERS OR YOUR TRAVELERS AUTHORIZED THIRD - PARTY CLAIMS ADMINISTRATOR.

For more information please visit the Workers' Compensation Board's website, www.wcb.ny.gov, to obtain detailed educational materials, including webinars and other training regarding the Payor Compliance Program.



IMPORTANT NOTICE – SAFE PATIENT HANDLING PROGRAM AFFIDAVIT – NEW YORK

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

The New York Safe Patient Handling Act Program allows a 2.5% premium credit for New York health care facilities that comply with the requirements of New York State Public Health Law Section 2997-k(2). If you are an employer that wishes to apply for this premium credit, please complete and sign the attached affidavit W31N4J17 and mail it to your Travelers representative. We will require an updated affidavit at each subsequent renewal. If we do not receive the executed affidavit within thirty (30) days of the policy's inception date no credit will be allowed for that policy period.



**NEW YORK SAFE PATIENT HANDLING ACT
AFFIDAVIT OF COMPLIANCE**

AFFIDAVIT OF: _____ (name of health care facility)

STATE OF: New York

COUNTY OF: _____

I _____ [NAME OF AFFIANT], being duly sworn, hereby attest to the following:

1. I am over the age of 18, and I reside in the State of _____ ;
2. I have personal knowledge of the facts stated herein, and, if called upon as a witness, will testify completely thereto;
3. I suffer no legal disabilities;
4. On or before _____ POLICY EFFECTIVE DATE],
_____ [NAME OF HEALTH CARE FACILITY] (the "Facility")
established a safe patient handling program;
5. The Facility has implemented a safe patient handling program;
6. The Facility conducts patient handling hazard assessments;
7. The Facility has developed a process to identify the appropriate use of the safe patient handling policy;
8. The Facility provides initial and on-going yearly training and education on safe patient handling for all employees involved in patient handling or movement;
9. The Facility has established procedures to ensure that retraining for any employee found deficient is provided as needed;
10. The Facility has set up and utilizes a process for incident investigation and post-investigation review, which may include a plan of correction and implementation of controls;
11. The Facility conducts annual performance evaluations of the program to determine its effectiveness;
12. The Facility considers the feasibility of incorporating patient handling equipment or the physical space and construction design needed to incorporate that equipment at a later date when developing architectural plans for constructing or remodeling a health care facility;
13. The Facility has developed a process by which an employee may refuse to perform or be involved in patient handling or movement that the employee reasonably believes in good faith will expose a patient or the employee to an unacceptable risk of injury.

I declare that the information stated herein is true, correct, and complete, to the best of my knowledge, information and belief.

Executed this _____ day of _____, 20_____.

Signature

Printed name

Title

NOTARY ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____,

Notary Public

My commission expires



IMPORTANT

Policy Audit Information

Dear Policyholder:

This policy is issued with an estimated premium based upon information provided through your Producer. This premium is subject to adjustment at the end of the policy period. At that time, you may receive a request for information in the mail or a premium auditor may contact you to review the necessary records. The information developed is needed to determine the final earned premium for this policy.

Record Maintenance

In order to facilitate audit service, it is necessary to maintain proper records and have them available at the proper time. Based on the nature of your business, some of the following data will be necessary to complete the audit:

1. General Ledger, Financial Statements
2. Payroll Records, Time Books, State Unemployment Returns, FICA Returns, Individual Earnings Records-Monthly totals separated by type of work and overtime.
3. Cash Receipts, Sales Journal
4. Cash Disbursements Journal - Including subcontractors. casual labor and material costs.
5. Certificates of Insurance

IMPORTANT COVERAGE NOTE:

If you utilize subcontractors whose legal status is that of sole proprietor/partner, we may charge premium for these persons as provided under Part 5 of the policy contract even though certificates of insurance may exist. Please contact your producer if you have any questions regarding your Workers' Compensation coverage needs.

Work in Other States

Please advise your Producer if employees are hired for work in states other than those listed in Item 3. of your policy. This will enable your producer to consider your need for coverage in accordance with state laws.

We appreciate the opportunity to serve you. If you have any questions about the enclosed policy or any insurance matters please contact your producer or your Company representative.



WUNN7F00



ALASKA

NOTICE TO INSURED

Dear Policyholder:

This is to notify you that your Workers' Compensation and Employers Liability policy does not provide Other States Coverage for the State of Alaska.

If you have operations or start up an operation in Alaska, and it is not listed in Item 3A of the Information Page, you or your agent must notify us and request that this state be covered under your policy.

With receipt of your request for coverage, we will extend the policy to include this state.

Your Agent can provide you with necessary information and will assist you in obtaining coverage for this state.



WUNN9C01



PRIVACY NOTICE

PRIVACY POLICY

Thank you for selecting **THE TRAVELERS INSURANCE COMPANIES** as your workers compensation insurer. At **THE TRAVELERS INSURANCE COMPANIES** a subsidiary of Travelers, we recognize that privacy is important to you. That is why we are committed to protecting your privacy through the adoption of the following privacy principles:

Collection Of Information

We collect, retain, and use information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, only where we believe that it will help or is necessary to provide you products and services or otherwise conduct our business. We collect nonpublic personal financial information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, from the following sources:

- information we receive from you or through your agent or broker on applications or other forms;
- information we receive from or about you in the process of adjusting claims;
- information about your other transactions, including risk control and other consulting services, with us, our affiliates or other third parties;
- information about your coverages and loss activity with other carriers; and
- information we receive from a consumer reporting agency.

Such information includes identifying information such as policyholder, participant, beneficiary or claimant name, address, and social security number; financial information such as income, payment history, or credit history; and, under certain circumstances, health information such as information about an illness, disability, or injury. It could also include information on claims with other insurance companies and us and the condition and maintenance of your property.

Disclosure Of Information

We usually do not disclose nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, without your consent. However, in some circumstances we may disclose information to others without your prior authorization. The most common disclosures are to the following persons:

- our affiliated property and casualty insurance companies;
- state insurance departments, for their regulation of our business;
- other government authorities;
- our agents and brokers as necessary to conduct our business;
- organizations that perform underwriting and claims investigations;
- another insurance company to which you have applied for a policy or submitted a claim;
- insurance support agencies, law enforcement agencies and our reinsurers; and
- any other third party, as permitted or required by law.

Most importantly, THE TRAVELERS INSURANCE COMPANIES does not and will not disclose or sell nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to anyone for marketing purposes.

Confidentiality And Security

We restrict access to nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to those who need it to serve your insurance needs and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your nonpublic personal information.

Disclosure and Protection of Former Customers' Information

We may disclose all the personal information we have collected, as described above. However, even if you no longer have a customer relationship with us, we will continue to follow our privacy policies and practices to protect your information.

Changes In Privacy Policy

We may choose to modify our policy regarding the treatment of personal information at any time. Before we do so, we will notify you and provide an updated privacy notice.

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.



ATTENTION

The enclosed Posting Notices must be displayed in a prominent location in the workplace. It is your responsibility to distribute the applicable Posting Notice(s) to each of your locations and to notify each location that it must post these notices, and keep them posted, in a conspicuous location frequented by your employees.

Posting Notices for the states of Missouri, New Mexico and Texas (Spanish Version) are provided on two separate forms, which must be connected to create one large notice to be posted.

Please contact us at wcppn@travelers.com for assistance in completing the healthcare provider information on Posting Notices for Georgia, Pennsylvania, Tennessee and Virginia.

While carriers are required to provide Posting Notices in AZ, AR, CA, DC, FL, ID, KS, KY, MO, and NY, Travelers is providing Posting Notices to you for all states* covered under your policy as a courtesy. All such Posting Notices remain subject to state regulation and are subject to change at any time. For states in which Travelers is providing you with Posting Notices as a courtesy, Travelers assumes no obligation to provide you with revised notice(s) if a state changes its Posting Notice during the current policy term.

If you need additional copies of any Posting Notice, please contact your agent.

* Excluding: DE, GU, IA, NE, ND, OH, PR, SD, VI, WA, WI and WY. The following states do not require posting notices: DE, GU, IA, NE, SD, and WI. The state of OR will provide the posting notice directly. The following are monopolistic states – there are no posting notices for employers' liability: ND, OH, PR, VI, WA and WY.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

IF SECTION 8 BELOW INDICATES THAT ENDORSEMENT G-127152-FTZ IS ATTACHED, THEN CLAIM EXPENSES ARE OUTSIDE THE LIMITS OF LIABILITY AND DO NOT REDUCE THE LIMITS OF LIABILITY OF THE DEDUCTIBLE.

IF SECTION 8 BELOW INDICATES THAT ENDORSEMENT G-127175 IS ATTACHED, THEN CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY AND THE DEDUCTIBLE.

IF THE PER CLAIM LIMIT OF LIABILITY UNDER THIS POLICY EXCEEDS \$5,000,000, OR THE DEDUCTIBLE/SIR EXCEEDS \$100,000, OR A MUTUAL CONSENT ENDORSEMENT HAS BEEN ATTACHED TO THIS POLICY, THEN ALL DAMAGES AND CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMITS OF LIABILITY. THE DEDUCTIBLE IS APPLICABLE TO DAMAGES AND CLAIM EXPENSES.

DECLARATIONS ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

PRODUCER BRANCH PREFIX POLICY NUMBER

003613 970 APL 275285832

INSURANCE IS PROVIDED BY
CONTINENTAL CASUALTY COMPANY
151 N. Franklin Street, CHICAGO, IL 60606
A STOCK INSURANCE COMPANY
REFERRED TO IN THIS POLICY AS WE, US, OR OUR.

1. Named Insured and Mailing Address

Calabrese Associates CPA, P.C.
24 N King St
Malverne, NY 11565-1002

* * * * NOTICE * * * *

THIS IS A CLAIMS-MADE POLICY AND COVERS ONLY CLAIMS FIRST
MADE AGAINST AN INSURED DURING THE CLAIMS-MADE
RELATIONSHIP OR ANY EXTENDED CLAIM REPORTING PERIOD.
PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE
COVERAGE WITH YOUR INSURANCE AGENT.

2. POLICY PERIOD: FROM: 1/06/21 TO: 1/06/22 at 12:01 A.M.
Standard time at your address shown above.

3. PRIOR ACTS DATE: 1/06/06 at 12:01 A.M.

4. DEDUCTIBLE: Per Claim Deductible _____ or Aggregate Deductible \$1,000

5. LIMITS OF LIABILITY: (INCLUDES CLAIM EXPENSES UNLESS AMENDED BY ENDORSEMENT)

\$1,000,000 PER CLAIM
\$2,000,000 AGGREGATE

G-127137-NYFTZ (10/12)
FTZ Class Code 2-14002

6. \$1,110.00 ANNUAL PREMIUM

The premium for any Extended Claim Reporting Period requested as specified in this policy will be: 100% of the annual Premium for one year; 220% of the annual premium for 3 years; 250% of the annual premium for 5 years.

7. FOR NON-RENEWAL: 60 days notice will be given you in accordance with policy conditions.

8. PRINTED ENDORSEMENTS ATTACHED AT POLICY ISSUANCE INCLUDE:

G-127136-NYFTZ(06/16 Policy-NY
G-127137-FTZ(10/12) Declarations Page-NY
G-127157-FTZ(3/98) Nucl. Energy & Pollut Excl-NY
G-127176-FTZ(3/98) PolicyHolder Notice-NY
G127152-FTZ(5/00) Clms Expenses Outside the Limits-NY
G-127179-FTZ(5/00) First Dollar Deductible-NY
G-127160-FTZ(3/98) Sole Own/Disabil Extend Clms Rptg
G-141584-A(6/03) Policyholder Notice
CNA90673XX-(11/17) Amend Limits of Liability Endorsement

9. WHO TO CONTACT TO REPORT A CLAIM OR POTENTIAL CLAIM:

Director of Claims
Accountants Professional Liability
CNA Insurance Companies
151 N. Franklin Street
Chicago, IL 60606
APLNewLoss@CNA.com

THIS POLICY IS NOT VALID UNTIL SIGNED BY OUR AUTHORIZED REPRESENTATIVE.


Authorized Representative

NOTICE:

THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

CONTINENTAL CASUALTY COMPANY

ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

Amendatory Endorsement Nuclear energy and pollution exclusion

We agree with you that the following EXCLUSIONS are added to your Policy:

We will not defend or pay under this Policy any claim based upon or arising out of any loss, cost or expense:

1. under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause.
2. which would not have happened in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
3. arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - b. **Claim** or suit by or on behalf of a governmental authority for damage because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
001	APL-275285832	Calabrese Associates CPA, P.C.	1/06/2021

Countersigned by


Authorized Representative

ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

POLICYHOLDER NOTICE

THIS POLICY PROVIDES NO COVERAGE FOR **CLAIMS** ARISING OUT OF INCIDENTS, SITUATIONS OR ACTS OR OMISSIONS WHICH TOOK PLACE PRIOR TO THE **PRIOR ACTS DATE**, IF ANY, STATED IN THE POLICY.

THIS POLICY COVERS ONLY **CLAIMS** ACTUALLY MADE AGAINST AN INSURED UNDER THE POLICY WHILE THE POLICY REMAINS IN EFFECT. **CLAIMS** MAY BE REPORTED, HOWEVER, DURING THE **CLAIMS MADE RELATIONSHIP** OR DURING THE **AUTOMATIC EXTENDED CLAIM REPORTING PERIOD** OR ANY ADDITIONAL REPORTING PERIOD THE **NAMED INSURED** MAY PURCHASE.

DURING THE FIRST SEVERAL YEARS OF THE **CLAIMS-MADE RELATIONSHIP**, **CLAIMS-MADE** RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES. SUBSTANTIAL ANNUAL PREMIUM INCREASES CAN BE EXPECTED, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE **CLAIMS-MADE RELATIONSHIP** REACHES MATURITY.

UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60 DAY **AUTOMATIC EXTENDED CLAIM REPORTING PERIOD** WILL BE GRANTED AT NO ADDITIONAL CHARGE. THE **NAMED INSURED** WILL BE ABLE TO PURCHASE AN ADDITIONAL **EXTENDED CLAIM REPORTING PERIOD**, UNLESS DURING THE FIRST YEAR OF COVERAGE, THIS POLICY IS TERMINATED FOR NON-PAYMENT OF PREMIUM OR FRAUD. WITHIN 30 DAYS AFTER TERMINATION OF COVERAGE, THE COMPANY WILL GIVE WRITTEN NOTIFICATION TO THE **NAMED INSURED** THAT THE **AUTOMATIC EXTENDED CLAIM REPORTING PERIOD** APPLIES, WHICH NOTICE WILL STATE THE IMPORTANCE OF PURCHASING AN ADDITIONAL **EXTENDED CLAIM REPORTING PERIOD** AND THE PREMIUM FOR SUCH ADDITIONAL COVERAGE. NO SUCH NOTICE WILL BE SENT IF THIS POLICY HAS BEEN IN EFFECT FOR ONE YEAR OR MORE AND HAS BEEN TERMINATED FOR NONPAYMENT OF PREMIUM OR FRAUD.

THE **NAMED INSURED** SHALL HAVE THE GREATER OF SIXTY DAYS FROM THE EFFECTIVE DATE OF TERMINATION OF COVERAGE OR THIRTY DAYS FROM THE DATE OF MAILING OR DELIVERY OF THE NOTICE MENTIONED ABOVE TO SUBMIT WRITTEN ACCEPTANCE OF THE **EXTENDED CLAIM REPORTING PERIOD**.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
002	APL-275285832	Calabrese Associates CPA, P.C.	1/06/2021

Countersigned by


Authorized Representative

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ACCOUNTANTS PROFESSIONAL LIABILITY POLICY Amendatory Endorsement Claim Expenses Outside the Limits

We agree with you that the following amendments are made part of your Policy:

1. Section II., COVERAGE AGREEMENTS, paragraph C. is deleted in its entirety and replaced as follows:

C. 1. **Payment of damages**

We are not obligated to investigate, defend, pay or settle a **claim** after the applicable limit of our liability has been exhausted by payment of **damages** or after we have tendered the remaining available limits of liability into a court of competent jurisdiction. In such case, we shall have the right to withdraw from the further investigation, defense or settlement of any **claim** by tendering control of said investigation, defense or settlement to you. We will initiate, and cooperate in, the transfer of control to you of any **claims** which were reported to us prior to the exhaustion of such limit. You must cooperate in the transfer of control of such **claims**. We agree to take the necessary steps, as we deem appropriate, at our own expense, to avoid a default in such **claims** until such transfer has been completed, provided you cooperate in completing such transfer. You must reimburse us for expenses we incur in taking those steps we deem appropriate to avoid a default.

2. **Payment of claim expenses**

We are not obligated to investigate or defend or continue to investigate or defend a **claim** after the limit of liability applicable to **claims expenses** as set forth in paragraph 3 of this Endorsement is exhausted. In such case we shall have the right to withdraw from the further investigation or defense of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to you. However, we reserve the right to designate counsel, at our own expense, to associate with you in the continued defense of such **claim**. In such case, you shall not enter into any settlement or agreement without our prior written consent.

2. Section III., LIMITS OF LIABILITY paragraphs A., and B. are deleted in their entirety and replaced as follows:

A. **Each Claim**

Subject to B. below, the limit of liability for **damages** for each **claim** shall not exceed the amount stated in the Declarations as "Each Claim".

B. **Aggregate**

Subject to A. above, the limit of liability for **damages** for all **claims** shall not exceed the amount stated in the Declarations as "Aggregate".

3. Section III., LIMITS OF LIABILITY, is amended to add a new paragraph as follows:

Claim Expenses

Claim expenses are in addition to the limits of liability. **Claim expenses** are not payable under this Policy until all other valid and collectible insurance available to you for **claim expenses** has been exhausted.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
003	APL-275285832	Calabrese Associates CPA, P.C.	1/06/2021

NOTICE:

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ACCOUNTANTS PROFESSIONAL LIABILITY POLICY Amendatory Endorsement First Dollar Deductible

We agree with you that Section III., LIMITS OF LIABILITY paragraph C., is deleted in its entirety and is replaced as follows:

C. Deductible

Our obligation to pay **damages** as a result of a **claim** is in excess of the applicable amount of the deductible. The **Named Insured** agrees to pay all **damages** up to the amount of such deductible. The deductible amount applies either on a per **claim** or on an aggregate basis as is indicated on the Declarations. Payment of the deductible or portions thereof shall be made by the **Named Insured** as **damages** are paid.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.
004	APL-275285832

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
Calabrese Associates CPA, P.C.	1/06/2021

Countersigned by


Authorized Representative

NOTICE:

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CONTINENTAL CASUALTY COMPANY

ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

Amendatory Endorsement Sole Owner Death and Disability Extended Claim Reporting Period

We agree with you that the following amendments are made a part of your Policy:

For the purposes of this endorsement, Section I., DEFINITIONS, the definition of **You** and **Your** is deleted in its entirety and replaced with the following: **You** and **Your** means an individual who is the sole owner of the **Named Insured** where such sole owner is an officer, director or employee who renders **professional services** on behalf of the **Named Insured**.

Section I, DEFINITIONS, is amended to add the following new paragraph:

"Totally and permanently disabled" means that **you** are so disabled as to be wholly prevented from rendering of **professional services** provided that such disability:

1. did not preexist the inception date of this Policy;
2. has existed continuously for not less than six (6) months; and
3. is reasonably expected to be continuous and permanent.

Section VI, EXTENDED CLAIM REPORTING PERIOD is amended to add the following new paragraphs:

Death or disability extended claim reporting period

1. If **you** die or become **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended claim reporting period**, **you** shall be provided with a death or disability **extended claim reporting period** as provided below:
 - a. In the event of death, **your** estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy period**, provide us with written proof of the date of death. This **extended claim reporting period** is provided to **your** estate, heirs, executors and administrators until the executor or administrator of the estate of **your** estate is discharged.
 - b. If **you** become **totally and permanently disabled**, **you** or **your** legal guardian must, within sixty (60) days of the expiration of the **policy period**, provide us with written proof that **you** are **totally and permanently disabled**, including the date the disability commenced, certified by **your** physician. We retain the right to contest the certification made by **your** physician, and it is a condition precedent to this coverage that **you** agree to submit to medical examinations by any physician designated by us. This **extended claim reporting period** is provided until **you** shall no longer be **totally or permanently disabled** or until **your** death, in which case subparagraph a. hereof shall apply.

2. No additional premium will be charged for any death or disability **extended claim reporting period**.

3. Separate death or disability **extended claim reporting claim period** limits of liability

Our limit of liability for all **claims** first made against **you** and reported to us during any death or disability **extended claim reporting period** shall be reinstated to the limits of liability applicable to this Policy as set forth in Section III.A. and B.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
005	APL-275285832

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
Calabrese Associates CPA, P.C.	1/06/2021

Countersigned by


Authorized Representative



POLICYHOLDER NOTICE

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit all United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

Our records indicate that you have insurance coverage coming up for renewal with us. The purpose of this letter is to advise you that your renewal policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups), any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

Your policy language reads as follows:

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the Policy:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.



AMEND LIMITS OF LIABILITY ENDORSEMENT
(Risk Management Incentives - Use of Engagement Letters)

It is understood and agreed that the section entitled **LIMITS OF LIABILITY**, the sub-section entitled Risk Management Incentives, the paragraph entitled Use of Engagement Letters, the phrase "then we will reduce **your** deductible, applying to that **claim**, by 50%, up to a total amount of \$5,000" is amended to delete "\$5,000" and replace it with "\$10,000."

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

IF SECTION 8 BELOW INDICATES THAT ENDORSEMENT G-127152-FTZ IS ATTACHED, THEN **CLAIM EXPENSES** ARE OUTSIDE THE LIMITS OF LIABILITY AND DO NOT REDUCE THE LIMITS OF LIABILITY OF THE DEDUCTIBLE.

IF SECTION 8 BELOW INDICATES THAT ENDORSEMENT G-127175 IS ATTACHED, THEN **CLAIM EXPENSES** SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY AND THE DEDUCTIBLE.

IF THE PER CLAIM LIMIT OF LIABILITY UNDER THIS POLICY EXCEEDS \$5,000,000, OR THE DEDUCTIBLE/SIR EXCEEDS \$100,000, OR A MUTUAL CONSENT ENDORSEMENT HAS BEEN ATTACHED TO THIS POLICY, THEN ALL **DAMAGES AND CLAIM EXPENSES** ARE INCLUDED WITHIN THE LIMITS OF LIABILITY. THE DEDUCTIBLE IS APPLICABLE TO **DAMAGES AND CLAIM EXPENSES**.

DECLARATIONS ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

PRODUCER BRANCH PREFIX POLICY NUMBER

003613 970 APL 275285832

INSURANCE IS PROVIDED BY
CONTINENTAL CASUALTY COMPANY
151 N. Franklin Street, CHICAGO, IL 60606
A STOCK INSURANCE COMPANY
REFERRED TO IN THIS POLICY AS WE, US, OR OUR.

1. Named Insured and Mailing Address

Calabrese Associates CPA, P.C.
24 N King St
Malverne, NY 11565-1002

* * * * NOTICE * * * *

THIS IS A CLAIMS-MADE POLICY AND COVERS ONLY CLAIMS FIRST
MADE AGAINST AN INSURED DURING THE CLAIMS-MADE
RELATIONSHIP OR ANY EXTENDED CLAIM REPORTING PERIOD.
PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE
COVERAGE WITH YOUR INSURANCE AGENT.

2. POLICY PERIOD: FROM: 1/06/22 TO: 1/06/23 at 12:01 A.M.
Standard time at your address shown above.

3. PRIOR ACTS DATE: 1/06/06 at 12:01 A.M.

4. DEDUCTIBLE: Per Claim Deductible _____ or Aggregate Deductible \$1,000

5. LIMITS OF LIABILITY: (INCLUDES CLAIM EXPENSES UNLESS AMENDED BY ENDORSEMENT)

\$1,000,000 PER CLAIM
\$2,000,000 AGGREGATE

G-127137-NYFTZ (10/12)
FTZ Class Code 2-14002

6. \$1,385.00 ANNUAL PREMIUM

The premium for any Extended Claim Reporting Period requested as specified in this policy will be: 100% of the annual Premium for one year; 220% of the annual premium for 3 years; 250% of the annual premium for 5 years.

7. FOR NON-RENEWAL: 60 days notice will be given you in accordance with policy conditions.

8. PRINTED ENDORSEMENTS ATTACHED AT POLICY ISSUANCE INCLUDE:

G-127136-NYFTZ(06/16 Policy-NY CNA87510NYFTZ CPA NetProtect Endorsement NY
G-127137-FTZ(10/12) Declarations Page-NY
G-127157-FTZ(3/98) Nucl. Energy & Pollut Excl-NY
G-127176-FTZ(3/98) PolicyHolder Notice-NY
G127152-FTZ(5/00) Clms Expenses Outside the Limits-NY
G-127179-FTZ(5/00) First Dollar Deductible-NY
CNA87547XXC Sole Own/Disabil Extend Clms Rptg
G-141584-A(6/03) Policyholder Notice
CNA90673XX-(11/17) Amend Limits of Liability Endorsement

9. WHO TO CONTACT TO REPORT A CLAIM OR POTENTIAL CLAIM:

Director of Claims
Accountants Professional Liability
CNA Insurance Companies
151 N. Franklin Street
Chicago, IL 60606
APLNewLoss@CNA.com

THIS POLICY IS NOT VALID UNTIL SIGNED BY OUR AUTHORIZED REPRESENTATIVE.


Authorized Representative