

CRIMINAL JUSTICE AND PUBLIC SAFETY MEETING

PROBATION AGENDA

10/22/19

- I. **Committee Meeting called to order by Chairman**
- II. **Motion to approve minutes from prior Committee Meeting**
- III. **Action Agenda**

Resolution Request – To enter into a Service Provider Agreement with Baywood Center for group session regarding addictive thinking patterns for DWI Offenders and Treatment Court participants. There is no cost to the County.

Rational – Addictive Thinking groups are helpful as a cognitive thinking program for our DWI Offenders and Treatment Court participants.

Resolution Request – To enter into a contract with Mediations Matters for Restorative Practices for Raise the Age Youth in the amount of \$10,000 from 10/1/19 to 3/31/20.

Rational – Restorative Programs offer strategies for our youth, schools, and Justice System to develop relationships, build healthy communities, and respond to conflicts and problems that arise.

Resolution Request – To enter into an agreement with Warren County Employment and Training for programing and services for Raise the Age Youth in the amount of \$114,464 from 10/1/19 to 3/31/20.

Rational – Raise the Age (RTA) Funding has been made available to develop programming and services for eligible RTA Youth through Warren County Employment and Training.

Resolution Request- To amend the Service Provider Agreement with Big Brothers and Big Sisters of the Southern Adirondacks to include Raise the Age Funding in the amount of \$7,500 from 10/1/19 to 3/31/20.

Rational- Raise the Age Funding has been made available to fund mentoring services through Big Brothers and Big Sisters of the Southern Adirondacks.

- IV. **Pending Items**- There are no pending items
- V. **Information and Discussion** - Bail Reform
- VI. **Attachment** – Resolution Request

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Probation Department

DATE: 10/22/19

- (a) Purpose of Request: **To enter into a Service Provider Agreement with Baywood Center for group sessions regarding Addictive Thinking Patterns for DWI Offender and Treatment Court participants, commencing 11/1/19 and ending 11/1/20.**
- (b) Details: **Addictive Thinking Groups are helpful as a cognitive thinking program for our DWI Offenders and Treatment Court participants. Baywood Center, Jackie Foster, 551 Bay Road, Queensbury, NY 12804 (518) 798-4221.**
- (c) Previous Resolution Number: **N/A**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **N/A**

Sample: A.8021 470 Planning & Community Development – Contract

*** as listed in budget and LOGOS**

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Probation

DATE: 10/22/19

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To enter into an agreement with Mediation Matters for Restorative Practice Services for Raise the Age Youth**
- (c) Name of Contractor: **Mediation Matters**
- (d) Address of Contractor: **10 N. Russell Road, 2nd Floor, Albany, NY 12206**
- (e) Contractor's Contact Person and Telephone Number: **Sarah Rudgers-Tysz, 518-446-0356**
- (f) Has or will the Contract be provided, if so, please attach: **Will Be Provided**
- (g) Commencement Date of Contract: **10/1/19**
- (h) Termination Date of Contract: **3/31/19**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$10,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Quarterly**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A.3140.470 Prbation - Contract - \$10,000**

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Probation Department

DATE: 10/22/19

- (a) Purpose of Request: **To enter into an agreement with Warren County Employment and Training for Raise the Age Employment and Training Program in the amount of \$114,464 from 10/1/19 to 3/31/20.**
- (b) Details: **Raise the Age funding has been made available through Warren County's Raise the Age Plan for an employment and training program for eligible youth.**
- (c) Previous Resolution Number: **N/A**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **A.3140.470 Probation - Contract - \$25,000 - 2019 Budget
A.3140.470 Probation - Contract - \$114,464 - 2020 Proposed Budget.**

Sample: A.8021 470 Planning & Community Development – Contract

*** as listed in budget and LOGOS**

Warren County
Employment & Training Administration

Chris A. Hunsinger
Director

333 Glen Street, Suite 300
Glens Falls, NY 12801
(518) 743-0925

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Raise the Age Proposal

March 6, 2019

Warren County Employment and Training (E&T) Proposes to partner with Warren County Probation to service youth enrolled in the new "Raise the Age" program. Details of the assistance and services are summarized below.

E&T currently manages two youth programs, a summer youth employment program and a year-round youth program. The summer program is designed to provide meaningful summer work experience to underprivileged youth. The year-round program is more comprehensive and is funded by federal Workforce Innovation and Opportunity Act funds.

Youth enrolled in the Raise the Age are eligible for the year-round program by definition of being "an individual who is subject to the juvenile or adult justice system". Raise the Age youth referred to E&T will be required to complete an enrollment application.

It is assumed that a majority of the youth referred will be out of school youth. As such, they are eligible for our TASC program held in partnership with BOCES. The class meets Tuesday and Thursday afternoons in downtown Glens Falls. Youth can enter the class at any time and are available to sit for the Test Assessing Secondary Completion exam when they or the instructor feel they are ready. Transportation to the exam is provided and part of this proposal.

In addition to educational services, E&T will coordinate paid work experience for each youth enrolled. Work experiences provide the youth participant with opportunities for career exploration and skill development. It is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience is most useful in an environment where there is mentoring, adult leadership and where vocational skills are reinforced. The purpose of a work experience is to provide a structured environment, in a workplace for youth to explore careers, gain practical experience in employment, and grow their network. Work experiences may take place in the public, non-profit or private sectors.

E&T will comply with state and federal work rules with respect to hours, activities, pay and child labor rules. All participants will be paid the prevailing minimum wage which is currently \$11.10 per hour.

Classroom and one-on-one training will be provided to each participant. Classroom training will be based on the "Career University" or similar curriculum that is mutually agreed

An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

upon. Classroom training will be held twice a week on a regular basis. Participants will earn stipend pay of \$3/hour to attend classes. One-on-one training and counseling will be used to reinforce lesson plans from the base curriculum, trouble-shoot issues, and enforce accountability among the participants.

It is anticipated that we will enroll groups of youth with each group session lasting about three months. The size of the group will vary depending upon caseload and other situations. This proposal includes provision to run four groups during the course of the year. Assuming each group averages 8 participants, the total goal is 32 youth per year.

It is further anticipated that the program will begin April 1, 2019 and continue through March 30, 2020.

Program funds will be available for necessary supplies and support services. Supplies may include but not be limited to work boots, personal protective gear (i.e., gloves or goggles), and work related clothing. Funds may also be used for transportation (bus tokens, or gas cards) as well as necessary identification (New York State Non-driver Identification Card).

A summary budget is provided below:

Budget for Raise the Age Initiative

<u>Youth Salaries</u>	<u>hrs/week</u>	<u>hr/rate</u>	<u>Weekly</u>	<u>Per 12 Week</u>	<u>Annually</u>
8 part time	20	\$ 11.95	\$ 1,912.00	\$ 22,944.00	\$ 91,776.00
<u>Supervision</u>					
Youth Counselor	8	\$ 31.00	\$ 248.00	\$ 2,976.00	\$ 11,904.00
Admin	1	\$ 37.00	\$ 37.00	\$ 444.00	\$ 1,776.00
Classroom Stipend	4	\$ 3.00	\$ 96.00	\$ 1,152.00	\$ 4,608.00
Materials				\$ 800.00	\$ 3,200.00
Bus tokens/gas cards					\$ 1,200.00
Total					\$ 114,464.00

Hourly Rate: for youth includes minimum wage at \$11.10 plus FICA at 7.65%
for supervision includes health, retirement and FICA

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Probation Department

DATE: 10/22/19

- (a) Purpose of Contract Change:
To amend the Service Provider Agreement with Big Brothers and Big Sisters of the Southern Adirondacks to include Raise the Age Funding in the amount of \$7,500 from 10/1/19-3/31/20.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
R 34 of 2019
- (c) Name of Contractor:
Big Brothers and Big Sisters of the Southern Adirondacks
- (d) Address of Contractor: **14 West Notre Dame Street, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Bill Moon, 518-798-1010
- (f) Commencement Date of Extension: **10/1/19**
- (g) Termination Date of Extension: **3/31/20**
- (h) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$7,500**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
Quarterly
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:
A.3140.470 Probation-Contract -\$7,500

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, is made by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and BIG BROTHERS AND BIG SISTERS OF THE SOUTHERN ADIRONDACKS ("Provider"), 14 West Notre Dame Street, Glens Falls, New York 12801.

1. The County and the Provider agree that the Provider shall provide mentoring services for youth under the age of eighteen (18).

2. In consideration of the services to be provided by the Provider, the County will provide youth referrals and data information as outlined in Schedule "A."

3. Relationship of the parties:

a. The relationship of the Provider to the County, individually, arising out of this Agreement shall be that of an independent contractor. The Provider, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself in a manner consistent with such status, that neither Provider, nor any member thereof, or person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent will hold himself out as, or claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, disability coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

b. All personnel of the Provider shall be within the employ of Provider, which alone shall be responsible for their work, direction and compensation. Nothing in this Agreement shall impose any liability or duty on the County on account of any acts, omissions, liabilities or obligations of the Provider or any person, firm, company, agency, association, corporation, or organization engaged by Provider as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature, including, but not limited to, unemployment insurance, disability coverage, and workers' compensation, and Provider hereby agrees to indemnify and hold individually harmless the County against any such liabilities.

4. The Contract Documents consist of the following: this Agreement, Schedule "A," proof of required insurance as noted in paragraph 7 and Resolution No. 34 of 2019. These

documents form the Contract and are attached to this Agreement with the exception of subsequent agreements which shall be come part of this Agreement, when and if fully executed. In the event that conflicts are found to exist among the contract documents, this Agreement shall govern.

5. The Provider represents that he has complied with all federal and state laws regarding any applicable licenses that may be required to carry out the work to be performed under this Agreement.

6. To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Provider's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of Provider's work or from any of the acts or omissions on the part of the Provider, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Provider shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Provider agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Provider shall hold harmless, indemnify and defend Warren County, its boards, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

7. The Provider shall carry General Liability coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The Provider shall name the County, its Board, officers and employees as an additional insured on a primary, non-contributory basis to the Provider's General Liability policy. The Provider is also required to carry Workers' Compensation and Disability Insurance. All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.

8. Provider shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 6 before service from Provider begins. The failure of the Provider to provide such Certificate of Insurance shall not be deemed a waiver by the County of Provider's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that Provider provide insurance coverage as noted anywhere in this Agreement.

9. This Agreement shall commence upon execution by both parties and continue unless terminated by either party with or without cause at any time or for convenience upon ten (10) days written notice to the Provider. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

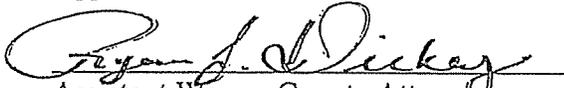
10. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by airmail or overnight delivery to the party's address stated above.

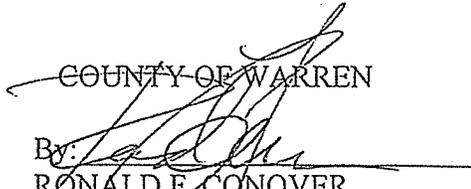
11. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount. All parties further acknowledge that the payment amount listed in the resolution is not controlling.

12. This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts. This Agreement may not be assigned, in whole or in part, by the Provider without prior approval by the County in writing. Any approval of assignment will not waive this provision. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

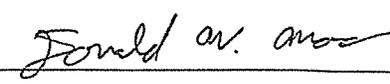
Approved as to Form:


Assistant Warren County Attorney

COUNTY OF WARREN
By: 
RONALD F. CONOVER,
CHAIRMAN, Board of Supervisors

Date: 3-12-19

BIG BROTHERS AND BIG SISTERS
OF THE SOUTHERN
ADIRONDACKS

By: 

Date: 3-12-19

SCHEDULE "A"

1. The County will refer appropriate youth, male or female, who identify as needing a mentor based on the Youth Assessment Screening Instrument (YASI) and any other relevant information to Provider.
2. The County will provide the Provider with YASI data and any other permissible information on the youth as it relates to the youth being evaluated for mentoring.
3. The Contractor will provide mentors depending on availability and ability level of current ready to be matched volunteers. Contractor cannot always guarantee that an appropriate volunteer will be available to make a new match. Once established both Contractor and the County will have regular communication. At a minimum communication will meet Contractor's Community based standards in addition to any requirements the County may request.
4. The County has the authority to approve all participants or reject / terminate participants from the program.
 - a. The Provider also has the ability to reject / terminate any participant if they fail to meet Provider's standards. (Both initially and throughout the match life).
5. The Provider will provide the structure and support for our mentoring partnership. However, if the Provider runs into communication difficulties with participants or their families the County will offer support when deemed appropriate. (Example a child or family stops responding to our match support calls etc.).
6. There will be no monetary fees for services associated with this program.
7. The Provider will provide the County with updates upon request as to the youth's compliance and progress with mentoring.
8. This agreement shall commence upon execution by both parties and continue unless terminated by mutual agreement or unless terminated by either party with or without cause upon thirty (30) days written notice.
9. The Contractor shall indemnify, defend and hold Warren County harmless from and against any claim, liability, loss or damage, including but not limited to reasonable attorney's fees and all other costs of defense, arising by reason of death or bodily injury to persons, injury to property or other loss or damage resulting or arising from Contractors 'providing the services described above.

CODE NUMBER: 20017	PREMIUM BASIS: MANUAL RATED - NON-AUDIT
Classification: ABUSE & MOLESTATION OUTSIDE LIMITS CLASS 4	

Products/Completed Operations	All Other	
EXPOSURE:	EXPOSURE:	IF ANY
RATE:	RATE:	
PREMIUM: \$0.00	PREMIUM: \$0.00	

CODE NUMBER: 44444	PREMIUM BASIS: MANUAL RATED - NON-AUDIT
Classification: PREMISES/OPERATIONS AND PRODUCTS/COMPLETED OPERATIONS - NOC	

Products/Completed Operations	All Other	
EXPOSURE:	EXPOSURE:	IF ANY
RATE:	RATE:	
PREMIUM: \$0.00	PREMIUM: \$166.00	

CODE NUMBER: 49891	LOC: 0001	BLDG: 0001	PREMIUM BASIS: PER EACH REGISTRANT
Classification: YOUTH RECREATION PROGRAMS - NOT-FOR-PROFIT			
PRODUCTS-COMPLETED OPERATIONS COVERAGE IS INCLUDED BUT IS			
SUBJECT TO THE GENERAL AGGREGATE LIMIT NOT THE PRODUCT COMPLETED			
OPERATION AGGREGATE LIMIT, IF ANY			

Products/Completed Operations	All Other	
EXPOSURE:	EXPOSURE:	142
RATE: INCLUDED	RATE:	15.207
PREMIUM: INCLUDED	PREMIUM:	\$2,159.00

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made part of this Policy at time of issue:
SEE CG 88 01 11/85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK ABUSE OR MOLESTATION CLAIMS-MADE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE

Schedule

Limits of Insurance	Limit
Each Abuse Limit	\$ 1,000,000
Aggregate Limit	\$ 3,000,000
Retro Date: 01/01/2008	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of any actual, threatened or alleged abuse or molestation.

A. The following is added to SECTION I - PROFESSIONAL LIABILITY COVERAGE:

1. Insuring Agreement

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of "abuse" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages" even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the Insured against any claim or "suit" seeking "damages" because of "abuse" to which this insurance does not apply. We may, at our discretion, investigate any actual, threatened, or alleged "abuse" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for "damages" is limited as described in SECTION IV - LIMITS OF INSURANCE of this Coverage Form; and
- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.