CITY OF SARATOGA SPRINGS

Special City Council Meeting
Thursday, June 27, 2024 – 3:30 PM

City Council Room - First Floor

1. Public Hearing
2. Roll Call
3. Call To Order
4. Salute To Flag
5. Presentation
6. Consent Agenda
7. Public Comment Period
8. Executive Session
9. Supervisors
10. Mayor's Department
11. Account's Department

    11.1 Discussion and Vote: Authorization for Mayor to Sign Documents Relative to Potential Data Security Incident

    LEGAL NOTICE Special council meeting 062624.pdf
    Attachment 1.pdf
    Attachment 2.pdf

12. Finance Department
13. Public Works Department
14. Public Safety Department

15. Adjourn

AGENDA ITEM NO. 11.1

Item Cover Page

SPECIAL CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 27, 2024

SUBMITTED BY: Susanna Combs, Accounts

ITEM TYPE: Discussion and Vote

AGENDA SECTION: Account's Department

SUBJECT: Discussion and Vote: Authorization for Mayor to Sign Documents Relative to Potential Data Security Incident

SUGGESTED ACTION:

ITEM ACTION: Discussion and Vote

ITEM NOTES:

ATTACHMENTS:
LEGAL NOTICE Special council meeting 062624.pdf
Attachment 1.pdf
Attachment 2.pdf

LEGAL NOTICE

PLEASE TAKE NOTICE that the City Council of the City of Saratoga Springs, New York, will conduct a special meeting tomorrow, Thursday, June 27, 2024, at 3:30 pm or as soon thereafter as the matter can be reached, in the City Council Room, City Hall, Broadway, Saratoga Springs, NY.

The purpose of the special meeting is to review and execute documents relative to the matter of potential data security incident on June 25, 2024.

The special meeting is noticed to the extent practicable as required by the New York Open Meetings Law.

The Meeting Agenda is:

Accounts Department

1. Discussion and Vote: Authorization for Mayor to Sign Documents Relative to Potential Data Security Incident.

Dated: June 26, 2024.

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: Dillon Moran, City Clerk

MULLEN COUGHLIN LLC
ATTORNEYS AT LAW

John F. Mullen
Office: 267-930-4791
Fax: 267-930-4771
Email: jmullen@mullen.law

426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

June 26, 2024

VIA ELECTRONIC MAIL

Rachel Capasso
Director of Risk & Safety
City of Saratoga Springs, NY
474 Broadway
Saratoga Springs, NY 12866
E-mail: rcapasso@saratoga-springs.org

Re: City of Saratoga Springs, NY - Engagement

Dear Rachel Capasso:

Thank you for your interest in retaining Mullen Coughlin LLC as your attorneys. The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Mullen Coughlin LLC ("Mullen Coughlin" or "the Firm") and City of Saratoga Springs, NY ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

The Insurance Policy provided through Travelers provides that, among other things, You are responsible for a Self-Insured Retention ("SIR") in the amount of $25,000.

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are Mullen Coughlin and You. No other person or entity shall be entitled to claim an attorney-client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

The information that was shared with us during our initial period of consultation with You was shared within a representation limited to the topics necessary to be explored up to this point. That attorney-client relationship was finite. It will not continue to exist, and Mullen Coughlin will not be obligated to provide legal services described in Schedule A, until You have returned a signed copy of this Agreement and paid any initial retainer called for under Section 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

Mullen Coughlin will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You agree that you have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless Mullen Coughlin and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for, or the Firm's right to, receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide Mullen Coughlin with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. These rates were previously agreed to for work under your insurance policy with Travelers. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to Your consent, which shall not be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time and consider Your input in the staffing of the matter.

6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside Mullen Coughlin, including but not limited to consultants, forensics and other experts, investigators, or other professional service providers. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement with any such outside person or entity that we enter into on Your behalf and with your consent.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claims, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Section 10.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

We are not requesting any retainer at this time, but we reserve the right, within the bounds of our ethical and legal duties, to cease work and request a retainer at any time for reasons such as, but not limited to, failure to pay Firm invoices and exhaustion of insurance policy limits.

The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to deliver or restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Section 10.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement. In the event that our representation of You encompasses litigation, we reserve the right to increase the retainer, based on estimated time and costs, in the event that we must engage in trial preparation or trial.

9. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney/client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to the discharge or in the event of litigation, until a court order is entered permitting the Firm to withdraw.

10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to Mullen Coughlin regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

11. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by the Commonwealth of Pennsylvania. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

12. NO PROMISES OR GUARANTEES

You understand that Mullen Coughlin has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.

13. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Mullen Coughlin has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

15. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

16. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank You for choosing Mullen Coughlin as Your counsel with respect to the matter set forth in Schedule A.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to:

By: _____

Name: _____

Title: _____

Company: _____

Address: _____

_____

Phone: _____

Fax: _____

E-mail: _____

Very truly yours,

John F. Mullen of
MULLEN COUGHLIN LLC

JFM:jrl

SCHEDULE "A":

SCOPE OF REPRESENTATION

City of Saratoga Springs, NY

Investigate, provide legal advice and otherwise assist with response to a potential data security incident.

***

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): City of Saratoga Springs, NY

Matter: City of Saratoga Springs, NY — Privacy Event

B. Hourly rates for legal personnel

$325 Partner

$325 Associate

$135 Paralegal

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Travel expenses including e.g., lodging, airfare, taxis, public transportation, car rental, parking and meals	At cost
Deposition costs	At cost
Postage, messenger and other delivery fees	At cost
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines
Photocopying and other reproduction costs	In-house - $0.10 per page Outside service - At cost
After hours building services (when dictated)	At cost by special client need

TRAVELERS

Bond & Specialty Insurance Claim
P.O. Box 2989
Hartford, CT 06104-2989

June 26, 2024

Rachel Capasso
City of Saratoga Springs
474 Broadway
Office of Risk & Safety
SARATOGA SPRINGS, NY 12866

RE:
Insured Name: City of Saratoga Springs
Policy Number: 107361686
Reference Number: 080-CYB-T2411314-NR

Dear Sir/Madam:

This letter formally acknowledges Travelers Casualty and Surety Company of America's receipt of the above matter.

Travelers understands that life is full of uncertainty. Rest assured that our claim professionals are ready to help. When working with Travelers you can always expect to be assisted promptly and treated with the utmost respect, integrity, professionalism and skill. Please refer to the attached Claim Service Guide for information on the Travelers Claim Experience.

This matter has been assigned to the below-referenced claim professional who will contact you shortly. Please refer to the matter number 080-CYB-T2411314-NR on all future communications to us.

Logan Lessard
Assoc Claim Counsel, Company Employee Adjuster
Bond & Specialty Insurance Claim
Phone: (813) 357-6259
Fax: (860) 277-5722
Email: LLESSAR2@travelers.com

The claim professional will be communicating with you regarding coverage for this matter. Please note that our attention to this matter shall not be deemed a waiver of any rights or defenses that may be available to Travelers Casualty and Surety Company of America and all such rights and defenses are hereby expressly reserved.

Travelers Bond & Specialty Insurance
Travelers Casualty and Surety Company of America

cc: AMSURE
Matt Dabate
PO BOX 336
SARATOGA SPRINGS, NY 12866

********** Our toll-free number is 800-842-8496 **********

If possible, please send future communications and documents concerning this claim via email to LLESSAR2@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

PROOF OF LOSS

SECTION I. (TO BE COMPLETED FOR ALL CLAIMS)

Claim Number	080-CYB-T2411314-NR
Name of Insured	City of Saratoga Springs
Date Insured Discovered Loss	
Policy/Bond Number	107361686
Date Loss Reported to Company or Agent	

SECTION II. (TO BE COMPLETED FOR ALL CLAIMS)

Please select all Insuring Agreements that apply to the claimed loss:

- ☐ Computer Fraud
- ☐ Funds Transfer Fraud
- ☐ Social Engineering
- ☐ Telecom Fraud
- ☐ Conviction Reward
- ☐ Business Interruption – Security Breach
- ☐ Business Interruption – System Failure
- ☐ Dependent Business Interruption – IT Provider Breach
- ☐ Dependent Business Interruption – IT Provider System Failure
- ☐ Dependent Business Interruption – Outsource Provider Breach
- ☐ Dependent Business Interruption – Outsource Provider System Failure
- ☐ Reputational Harm
- ☐ Other: _____

SECTION III. (TO BE COMPLETED FOR ALL CLAIMS)

In the space provided below, please provide a detailed statement of the loss. This detailed statement should include information as to how and when the loss was caused and discovered and the contact information of all persons who have knowledge of the details of the loss. In support of the detailed statement, please provide all documents available to support the claimed loss. Please attach additional pages as necessary.

Did you report the matter to law enforcement (local, state, federal, etc.)? ☐ Yes ☐ No
If yes, please provide any reports to or from the law enforcement entity involved.

SECTION IV. (TO BE COMPLETED FOR ALL CLAIMS)

In the space provided below, please describe: Each item of loss for which claim is made and the amount claimed (if merchandise, list cost to insured) and each credit to be applied to this loss. Credits include any item of value available to offset against or reduce the loss. Please feel free to attach additional pages if necessary.

Date of Loss or Credit	Description of Item of Loss or Credit	Amount Claimed or Credited
	Total Amount Claimed	

SECTION V. (TO BE COMPLETED FOR ALL CLAIMS)

It is understood that the above facts and details of loss are subject to verification. The acceptance and retention of this form by the Company as completed by the undersigned does not constitute a waiver of any stipulation or condition of the bond or policy, or an admission of coverage or liability thereunder.

Fraud Warning: The undersigned affirms that he/she has reviewed the attached list of fraud warnings and has carefully read the fraud warning applicable in the state where the insured listed above is located, which fraud warning is hereby fully incorporated herein by reference.

State of _____ }
} ss
County of _____ }

I, _____, being duly sworn, certify that,
(Name of Person & Title Signing This Proof of Loss (e.g., Managing Director, President, Chief Financial Officer, etc.)

_____ has sustained the loss described herein,
(Name of Insured)

and that the statements above, on the reverse side, and in any papers attached constitute a complete and truthful recital of all facts now known concerning this claim, and that no material facts are being withheld or suppressed by the insured.

_____
(Signature of Person Completing This Proof of Loss)

Subscribed and sworn to before me, this _____ day of _____ 20 ____

_____
Notary Public

(Notary Seal)

Claim Service Guide & FAQ

Private, Non-Profit, Public Company and Financial Institution Claims

Travelers understands that life is full of uncertainty. Rest assured that whenever possible, our claim professionals are ready to help. When you call you can always expect to be assisted promptly and treated with the utmost respect, integrity, professionalism and skill.

I reported a claim. Now what?
The lifecycle of a claim varies depending on the nature of the claim. However, the claim process generally includes the following steps:

1. Acknowledgment
Now that you have received the attached letter acknowledging Travelers' receipt of the claim notice, you have the claim number and the name and contact information of the claim professional assigned to your matter.

2. Information gathering
The claim professional will now begin the investigation into the matter. During this process you may receive communications requesting additional information in order to assist in the investigation of the claim.

3. Coverage determination
Travelers will send you a letter which outlines the coverage available under the policy. This letter should be viewed as an informative document setting forth the terms, conditions and exclusions contained within the policy that may apply to your claim. It may also explain why a matter does not fall within the coverage provided.

4. Resolution
The claim professional will work directly with you and your attorney to achieve a timely and efficient resolution of the claim.

Who will handle my claim?
Your claim will be handled by a Travelers Bond & Specialty Insurance claim professional. Our claim department is made up of diverse claim and legal professionals. We employ claim professionals throughout the United States and provide personal claim service. We work directly with insureds, policyholders, agents and brokers and are committed to delivering world class service to all our customers.

Do I need to hire an attorney?
In most instances, a company or person facing a claim will need an attorney to handle the matter. Depending on your policy, Travelers may appoint an attorney for you, or, you may have the right to choose your own attorney, subject to Travelers' consent. If Travelers is providing excess coverage, we will follow the terms and conditions contained in the primary policy for providing a defense to the claim.

What is a "Duty to Defend" policy?
With a "Duty to Defend" policy, Travelers will appoint an attorney for you. The claim professional can partner with you to ensure that you have a qualified and experienced attorney handling the matter.

If your policy does not contain a "Duty to Defend" provision, you have the right to select an attorney of your choosing, subject to Travelers' consent. Should you wish our assistance, Travelers stands ready to help you in the selection and retention process. The claim professional will work with you to ensure that you have a qualified and experienced attorney handling the matter.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

FRAUD WARNINGS BY STATE

State	Fraud Warning
All States Not Separately Listed Below	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Alaska	Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
Arizona	For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
Washington, D.C.	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Delaware	Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Idaho	Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.
Indiana	A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Minnesota	A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
New Hampshire	Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.
New Jersey	Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New York	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Oregon	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.