

**HAVERSTRAW TOWN BOARD  
NOVEMBER 14, 2023**

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS**
- 3. ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF OCTOBER 24, 2023 AND SPECIAL TOWN BOARD MEETING OF NOVEMBER 9, 2023**

- 4. PAYMENT OF BILLS**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.**

- 5. ACCEPTANCE OF REPORTS**

**NONE.**

- 6. SCHEDULE PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 11 – 2023 TO ADD ARTICLE §118-24 TO CHAPTER 118 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW ENTITLED, “PARKS.”- NO SMOKING**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 11 – 2023 TO ADD ARTICLE §118-24 TO CHAPTER 118 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW ENTITLED, “PARKS.” SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, NOVEMBER 28, 2023 AT 7:05 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN CLERK SHALL PUBLISH SAID NOTICE AND ALL PERSONS ARE INVITED TO ATTEND AND WILL BE HEARD BY THE BOARD.**

- 7. SCHEDULE PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 12 – 2023 TO ADD ARTICLE §118-25 TO CHAPTER 118 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW ENTITLED, “PARKS.”- DRONES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 12 – 2023 TO ADD ARTICLE §118-25 TO CHAPTER 118 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW ENTITLED, “PARKS.” SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, NOVEMBER 28, 2023 AT 7:10 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER**

**RESOLVED, THAT THE TOWN CLERK SHALL PUBLISH SAID NOTICE AND ALL PERSONS ARE INVITED TO ATTEND AND WILL BE HEARD BY THE BOARD.**

8. **SCHEDULE PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 13 – 2023 TO AMEND ARTICLE §158-40 SCHEDULE VI OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW ENTITLED, “PROHIBITED TURNS AT INTERSECTIONS”**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 13 – 2023 TO AMEND ARTICLE §158-40 SCHEDULE VI OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW ENTITLED, “PROHIBITED TURNS AT INTERSECTIONS.” SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, NOVEMBER 28, 2023 AT 7:15 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN CLERK SHALL PUBLISH SAID NOTICE AND ALL PERSONS ARE INVITED TO ATTEND AND WILL BE HEARD BY THE BOARD.

9. **BUDGET ADJUSTMENTS FOR PERIOD ENDING IN OCTOBER 31, 2023**

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$200,000.00, PART-TOWN FUND IN THE AMOUNT OF \$30,000.00 AND HIGHWAY DA FUND IN THE AMOUNT OF \$55,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN OCTOBER 31, 2023. (SEE ATTACHED BUDGET ADJUSTMENTS.)

10. **APPROVAL OF CHANGE ORDER NO. 1 – ENVIRONMENTAL CONSTRUCTION INC. - BOWLINE PARK PERGOLA & FITNESS EQUIPMENT**

BASED UPON THE RECOMMENDATION OF MICHAEL TAMBLIN, PROJECT ENGINEER, OF TAMBLIN ENGINEERING, PLLC, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 1 WITH ENVIRONMENTAL CONSTRUCTION, INC. OF STONY POINT, NEW YORK FOR TREE REMOVAL NEXT TO EXISTING SLAB, EXCAVATE STUMP AND DISPOSE, FILL STUMP HOLE AND COMPACT AT BOWLINE POINT PARK PERGOLA & FITNESS EQUIPMENT PROJECT IN THE AMOUNT OF \$4,275.

11. **AUTHORIZATION TO SIGN A FIRST AMENDMENT TO CONDITIONAL PURCHASE AND SALE AGREEMENT WITH BNE ACQUISITIONS, LLC**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO SIGN A FIRST AMENDMENT TO CONDITIONAL PURCHASE AND SALE AGREEMENT WITH BNE ACQUISITIONS, LLC SOLELY TO AMEND THE TAX LOT NUMBER REFERRED TO IN THE CONDITIONAL AGREEMENT.

12. **AUTHORIZE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH PMA MANAGEMENT CORP**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH PMA MANAGEMENT CORP. LOCATED IN DEWITT, NEW YORK FOR THIRD PARTY ADMINISTRATOR SERVICES FOR TOWN’S WORKER COMPENSATION INSURANCE PROGRAM FOR A THREE YEAR PERIOD BEGINNING JANUARY 1, 2024 THROUGH DECEMBER 31, 2026 AT THE ANNUAL SUM OF \$23,970.00, \$24,210.00 AND \$24,450.00 RESPECTIVELY WITH ADDITIONAL FEES FOR SERVICES AS NEEDED PER FEE SCHEDULE.

13. AWARD OF RFP NO. 17 -- 2023 – TOWN OF HAVERSTRAW PARKS DEPARTMENT WINTER CLOTHING

RESOLVED, THAT THREE (3) RFPs WERE REQUESTED AND ONE (1) WAS SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER, FOR THE TOWN OF HAVERSTRAW PARKS DEPARTMENT WINTER CLOTHING, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFP TO PROPOINT IMPRINTS AND PROMOTION OF NEW CITY, NEW YORK, THE LOWEST BIDDER, AT THE COST OF \$3,750.75.

14. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BLUE DRAGON CONNECTIONS, LLC AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH BLUE DRAGON CONNECTIONS, LLC. OF STORMVILLE, NEW YORK TO INSTALL AND PROVIDE ONE (1) PELCO VXP-E3-12-J-S NETWORK VIDEO RECORDER WITH EIGHT (8) THREE-YEAR CAMERA LICENSES TO REPLACE THE EXISTING NETWORK VIDEO RECORDER AT A COST OF \$4,690.

15. PURCHASE OF UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PURCHASE OF POLICE UNIFORMS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM UNITED UNIFORMS OF BUFFALO, NEW YORK, OFF OF NYS HIRE CONTRACT # PC-69044 IN THE SUM OF \$35,000.

**Town of Haverstraw**  
**Budget Adjustments**  
**For period ending 10-31-2023**

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
<b>GENERAL FUND</b>				
	Parks Equipment	A-7110-0200	\$ 80,000.00	
	Parks Contractual	A-7110-0400	\$ 100,000.00	
	Leases - Principal	A-9788-0600	\$ 20,000.00	
	Serial Bond - Principal	A-9710-0600	\$ -	\$ 100,000.00
	Serial Bond - Interest	A-9710-0700		\$ 100,000.00
			\$ 200,000.00	\$ 200,000.00

<b>Part - Town Fund</b>				
	Planning Contractual	B-8020-0400	\$ 28,000.00	
	Leases - Principal	B-9788-0600	\$ 1,000.00	
	Leases - Interest	B-9788-0700	\$ 1,000.00	
	Unallocated Insurance	B-1910-0400		\$ 10,000.00
	Contingent	B-1990-0400		\$ 20,000.00
			\$ 30,000.00	\$ 30,000.00

<b>Highway - DA Fund</b>				
	Machinery Equipment	DA-5130-0200	\$ 55,000.00	
	Equipment	DA-5142-0200		\$ 25,000.00
	Machinery Contractual	DA-5130-0400		\$ 15,000.00
	Snow Removal Personal Services	DA-5142-0100		\$ 15,000.00
			\$ 55,000.00	\$ 55,000.00



**CHANGE ORDER NO.: [Number of Change Order]**

Owner: Town of Haverstraw  
 Engineer: Tamblin Engineering  
 Contractor: Environmental Construction Inc  
 Project: Bowline Park Pergola & Fitness Equipment  
 Contract Name:  
 Date Issued:

Owner's Project No.: 18136-05  
 Engineer's Project No.:  
 Contractor's Project No.:

Effective Date of Change Order: 11/01/2023

The Contract is modified as follows upon execution of this Change Order:


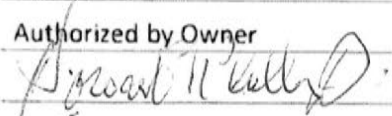
Description:

**[Description of the change]** Removal of tree

Attachments:

**[List documents related to the change]**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 276,910.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ 0	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 276,910.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> this Change Order: \$ 4,275.00	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 281,185.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	Susan Oelkers 
Title: _____	President
Date: _____	11/01/2023
Authorized by Owner	Approved by Funding Agency (if applicable)
By: 	_____
Title: Supervisor	_____
Date: 11/1/23	_____

**AGREEMENT FOR THIRD PARTY  
CLAIM ADMINISTRATIVE SERVICES**

**THIS IS AN AGREEMENT** for third party claim administrative services (“**TPA services**”) made as of the 1<sup>st</sup> day of January, 2024, by and between PMA Management Corp. (“**PMA**”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA 19422 and the Town of Haverstraw, New York (“**Client**”), a political subdivision of the State of New York whose principal place of business is located at One Rosman Road, Garnerville, New York 10923.

**RECITALS**

**CLIENT** is authorized by the State of New York to self-insure its workers’ compensation program, or has procured a policy of insurance with an insurance company for its workers’ compensation insurance program;

**PMA**, a duly authorized provider of third party administrator (“**TPA**”) services in the State of New York, hereby agrees to provide Client TPA and other services which are more fully described herein; and

**CLIENT**, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

**ACCORDINGLY**, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

**1. DEFINITIONS**

- a) “**ALAE**” shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) “**Indemnity Claim**” shall mean any reported workers’ compensation claim that is not a Medical Only Claim or Record Only Claim.
- d) “**Clinical Case Manager**” shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- e) “**Medical Only Claim**” shall mean any reported workers’ compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity and the claim is not otherwise contested, (c) indemnity paid, salary in lieu of indemnity paid or time lost from work beyond the state prescribed waiting period, (d) investigation or review regarding compensability or liability assessment, or (e) carrier report, excess reporting requirement, client meeting (other than a routine meeting where the claim is noted) or settlement authority approval; (2) the claim is open for less than 12 months from the date of injury or accident; and (3) total paid amount does not exceed \$3,500.

- f) **“Prior Agreement”** shall mean the prior Agreement for Third Party Claims Administration Services between PMA and Client as amended.
- g) **“Qualified Claim”** shall mean any Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement, as well as any any Indemnity Claim, Medical Only Claim, or Record Only Claim serviced under the Prior Agreement.
- h) **“Record Only Claim”** shall mean any incident reported for statistical purposes only and specifically identified as a Record Only Claim at the time of the initial report, with no (1) reserve, (2) involvement of PMA personnel for follow up, outreach or any other activity other than recording the incident in PMA’s system, (3) subrogation activity, (4) litigation activity and the claim is not otherwise contested, (5) payment of any type required or time lost from work, (6) investigation or review regarding compensability or liability assessment, or (7) carrier report, excess reporting requirement, client meeting or settlement authority approval.

## 2. **TERM**

This Agreement is effective beginning January 1, 2024 (**“Effective Date”**) for a term of three years until December 31, 2026; thereafter this Agreement shall automatically renew for successive one year terms until otherwise terminated in accordance with this Agreement. PMA will provide notice of any changes to the fees and charges set forth in this Agreement prior to the expiration of any term. If Client wishes to terminate this Agreement as a result of such price changes, it may, within 30 days of receipt of notice of such change, terminate this Agreement by providing 60 days’ notice to PMA. The current fee structure will remain in effect during the 60 day period.

## 3. **TPA SERVICES**

- a) PMA shall provide customary and appropriate workers’ compensation claim handling services for all Qualified Claims. Specifically, with regard to:
  - i. Indemnity Claims - PMA will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
  - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.
  - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.

PMA shall determine whether a claim is an Indemnity Claim, a Medical Only Claim, or a Record Only Claim for all purposes under this Agreement.

- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c) PMA shall have full discretion to establish reserves for any Qualified Claim up to \$25,000 (**“Discretionary Authority Limit”**). PMA shall have full discretion to settle any Qualified

Claim for an amount not to exceed the Discretionary Authority Limit and shall not need the approval of Client to consummate such settlement. This amount may be changed at any time by Client upon 10 days prior written notice to PMA. Failure of PMA to settle a Qualified Claim within such limit, however, shall not subject PMA to any liability if a judgment, determination or a settlement of such Qualified Claim exceeds such limit.

- d) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- e) Upon Client's request, PMA will provide status reports in accordance with PMA's customary business practice for all Qualified Claims having total incurred losses of \$50,000 or above.
- f) If requested by Client during the term of this Agreement, PMA will provide up to two telephonic claim reviews annually based on mutually agreed upon claims selection.
- g) If requested by Client during the term of this Agreement, PMA will provide an annual stewardship report.

#### **4. EXCESS REPORTING SERVICES**

- a) PMA will report to Client's excess insurance carrier or carriers ("**Carrier(s)**") all Qualified Claims serviced by PMA which meet Client's excess insurance reporting requirements, subject to the following requirements:
  - i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
  - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
  - iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.
  - iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.
- b) Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.
- c) PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 60 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

#### **5. MANAGED CARE SERVICES**

- a) Client agrees to exclusively utilize the following PMA managed care services:

- i. PMA's medical bill review and repricing services, which may include but are not limited to:
  - 1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
  - 2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.
  
- ii. PMA's managed care networks which include:
  - 1. traditional networks (e.g. physicians and medical facilities);
  - 2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services);
  - 3. state specific networks (e.g. California Medical Provider Network, Texas Health Care Network); and
  - 4. out-of-network services from PMA and third party vendors.
  
- iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).
  
- iv. Utilization of clinical case management services when any of the following criteria are met:
  - 1. surgical procedure;
  - 2. spinal cord injury;
  - 3. occupational disease or a pandemic requiring medical treatment;
  - 4. third degree burns;
  - 5. multiple complex fractures;
  - 6. crush injuries requiring poor initial medical outcome;
  - 7. head injuries with cognitive impairment or loss of consciousness;
  - 8. immediate post-injury hospital admission;
  - 9. multiple trauma; or
  - 10. adjuster identified assignments.

Continued clinical case management will proceed at the discretion of PMA.

- b) PMA shall also provide the Medicare related services set forth in Exhibit A to this Agreement.
  
- c) PMA's Clinical Case Managers are authorized to provide PMA's Point of Sale Nurse Intervention Program on all claims at PMA's discretion to assist with seeking improved claim outcomes. The Program will review incoming claimant medications which are outside of Centers for Disease

Control guidelines, and recommend an intervention strategy which may include potential weaning, drug testing, and peer reviews to attempt to mitigate long term dependency at the point of sale.

- d) PMA is authorized to employ utilization review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:
  - i. Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.
  - ii. Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.
  - iii. Retrospective Utilization Review- a review after the completion of treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
  - iv. Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.
- e) PMA is authorized to employ prospective and concurrent utilization review services that may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.
- f) Upon Client request, PMA will utilize PMA Care24 point of injury nurse triage to assist with determining the direction of care when an injury is reported. This service may include but is not limited to a Clinical Case Manager providing self-care recommendations to the claimant, first notice of loss reporting, direction of care into the network or to a panel provider, or a recommendation for use of emergency room care.
- g) PMA may retain third party vendors for the purpose of providing specific medical management services.

## **6. RISK CONTROL SERVICES**

- a) Upon request, PMA will:
  - i. perform a risk management assessment;
  - ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
  - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);



- iv. create and administer a specific risk control service project mutually agreed upon with Client.
- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

7. **RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")**

- a) PMA will provide the following RMIS services:
  - i. upon request, a standard conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
  - ii. access to PMA's RMIS for up to three users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
  - iii. standard reports available through PMA's RMIS;
  - iv. One monthly data file transfer to a single carrier or RMIS system ("**Standard Data Feed**");
  - v. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance;
- b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:
  - i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.





- iii. pursue all appropriate subrogation claims as directed by Client.
- b) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines. PMA shall remain authorized to settle any Disputed Claim within the Discretionary Authority Limit or an amount in excess of the Discretionary Authority Limit that is authorized by Client.
- c) PMA is authorized to utilize legal bill analyzer services to review and process legal invoices from all defense counsel utilized by the Client.

## 9. SECTION 111 REPORTING

- a) Client understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA or PMA's designee to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
  - i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.
  - ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.
- d) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.
- e) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA or PMA's designee as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

## 10. FUNDING of CLAIMS and EXPENSES

PMA will establish a non-interest bearing checking account in PMA's name ("**Payment Account**") with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide Client with a monthly schedule ("**Payment Register**") outlining all claim payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

- a) The Payment Account will initially be funded by Client in the amount equal to three months estimated claims payments and ALAE which amount may be revised at PMA's discretion at any time based upon actual claims and expense payment history. Within 15 calendar days of the receipt of the Payment Register and statement, Client shall reimburse PMA for the total amount of payments made, which reimbursement shall replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during the course of any given month, PMA shall provide written notice of such depletion to Client, and Client shall replenish the balance within two business days of receipt of notice.
- b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing all services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client. PMA shall have no liability to Client for any penalties, fines or assessments incurred due to Client's failure to maintain sufficient funds in the Payment Account or PMA's election to stop performing services as a result thereof.
- d) This Section of the Agreement shall survive the termination of the Agreement.

## **11. CLAIM HANDLING SERVICE FEE**

- a) For claim handling services to be rendered under the first year of this Agreement, Client agrees to pay PMA an annual fee of \$23,970, to be paid in four installments. Client further agrees to pay the initial installment at the inception of this Agreement and subsequent installments quarterly thereafter.
- b) For claim handling services to be rendered under the second year of this Agreement, Client agrees to pay PMA an annual fee of \$24,210, to be paid in four installments. Client further agrees to pay the initial installment at the inception of this Agreement and subsequent installments quarterly thereafter.
- c) For claim handling services to be rendered under the third year of this Agreement, Client agrees to pay PMA an annual fee of \$24,450, to be paid in four installments. Client further agrees to pay the initial installment at the inception of this Agreement and subsequent installments quarterly thereafter.
- d) If during the term of this Agreement, Client submits more than 10 claims/loss lines that PMA determines arise out of, result from or are otherwise related to any event, occurrence, disease, happening or condition or any series or group of related or like events, occurrences, disease, happenings or conditions, then the following additional claim handling fees shall apply:

- i. \$850 for each Indemnity Claim;
- ii. \$125 for each Medical Only Claim;

iii. \$40 for each Record Only Claim.

If PMA determines that additional claim handling fees apply, then PMA may bill such additional claim handling fees as they are incurred or in any other reasonable manner as PMA shall determine.

## 12. OTHER FEES

As compensation for the TPA services provided in this Agreement, Client agrees to pay PMA the fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. Payment shall be due as fees are incurred. Fees that are due annually or monthly shall be due on the effective date of this Agreement and each annual or monthly anniversary thereafter, as applicable. The fees set forth in Exhibit A can be changed by PMA if new arrangements are made by PMA and its third party vendors. PMA shall provide Client notice of any change in fees within 10 business days of the implementation of the change.

## 13. PAYMENT of FEES

PMA will bill Client for fees when due. If the bills are not paid within 30 days after receipt, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments, and to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

## 14. CONFIDENTIALITY

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
- i. compelled by an order of a court of competent jurisdiction;
  - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person; or
  - iii. mandated by applicable court discovery rules.
- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.



- c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.
- d) Client agrees PMA (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.
- e) PMA processes on behalf of Client personal information disclosed to it by Client and personal information that Client has asked PMA to collect as part of the services provided under this Agreement. PMA shall not retain, use or disclose personal information relating to Client's injured workers for any purpose other than for the purpose of providing the services contemplated by this Agreement or as permitted by applicable law. PMA may disclose information to its vendors to the extent necessary or advisable to provide the services required under this Agreement.
- f) This Section of the Agreement shall survive the termination of the Agreement.

## 15. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) PMA retains third party vendors to provide services under this Agreement and PMA's charges to Client may vary from the itemized charge to PMA. Vendors may be required to meet requirements determined by PMA, including but not limited to, appropriate licensure, adequate insurance coverage (including cybersecurity), and meeting standards for protecting confidential information. Client shall indemnify, defend, and hold PMA harmless from liabilities resulting from PMA's utilization of any third party vendor selected by Client if the vendor does not meet requirements determined by PMA. Client acknowledges and agrees that PMA may receive allowances or payments from vendors in connection with PMA's utilization of vendor services as consideration for PMA's efforts in the management, administration and integration of the services.

## 16. TERMINATION

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
  - i. by mutual agreement of the parties;
  - ii. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;
  - iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date

set for termination and the breaching party has failed to cure such breach prior to the termination date;

- iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
  - v. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or
  - vi. by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client. PMA or Client may choose to suspend all or part of PMA's obligations under this Agreement or terminate this Agreement with respect to a state or states where Client loses its self-insured status.
- c) This Agreement shall be deemed terminated upon its normal expiration.
- d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.
- e) Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat obligations with regard to issued but un-presented checks either before or after the termination of this Agreement.
- f) PMA may utilize the Payment Account for any outstanding amounts owed by Client to PMA prior to returning unallocated funding to Client.
- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

## **17. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY**

- a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability, penalties or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; (ii) a disclosure of confidential or proprietary information by Client to any third party; or (iii) Client's failure to maintain the funding required by this Agreement in the Payment Account.
- b) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages,

costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.

- c) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to PMA in good order.
- d) Promptly after the receipt by any party seeking indemnification under this section ("**Indemnitee**") of notice of the commencement of any action or the assertion of any claim against such Indemnitee by a third party, such Indemnitee shall give such indemnifying party written notice thereof and the indemnifying party shall have the right to undertake the defense of such action or claim. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnitee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnitee from all claims at issue, the Indemnitee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.
- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
- f) Neither party shall be liable to the other party for punitive or consequential damages.
- g) Client agrees that PMA's total liability to Client under this Agreement (whether in contract, tort, or otherwise) shall not exceed the amount of claim handling fees billed and collected by PMA during the 12 month period immediately preceding the date Client first notifies PMA in writing of any potential action or claim.
- h) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- i) This Section of the Agreement shall survive the termination of the Agreement.

## 18. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client: Mike Gamboli  
Director of Finance  
Town of Haverstraw  
One Roseman Road  
Garnerville, NY 10923

For PMA: President  
PMA Management Corp.  
380 Sentry Parkway  
Blue Bell, PA 19422

With a copy to: General Counsel  
PMA Management Corp.  
380 Sentry Parkway  
Blue Bell, PA 19422

## **19. NON SOLICITATION of PMA'S EMPLOYEES**

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of PMA during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay PMA an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

## **20. ASSIGNMENT**

This Agreement will be binding upon the parties, their successors and assigns. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PMA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

## **21. COOPERATION**

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.



## 22. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

## 23. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

## 24. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties arising under the Agreement.
- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein. If PMA provides claims services for any Qualified Claim after the Qualified Claim exceeds the attachment point of any Client insurance policy, then (i) PMA shall comply with the terms of any such policy and the instructions of the insurance company issuing such policy and (ii) the terms of any agreement between the insurance company and PMA shall supersede the terms of this Agreement.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension,



including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client's obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The intentional action in electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of this Agreement.
- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.
- l) **Use of Client Name and/or Logo.** During the term of this Agreement, Client authorizes PMA to utilize Client's name and/or logo in promotional or marketing efforts.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.**

**TOWN OF HAVERSTRAW, NEW YORK**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Exhibit A – Other Services Fee Schedule

**All fees are billed as incurred unless specifically agreed otherwise.**

<u>Service Type</u>	<u>Amount</u>
<b><u>Managed Care:</u></b>	
Bill review and repricing	20% of the total savings
Utilization review	\$125 per review
Clinical case management services	\$103.00 per hour
Medical consultant review	\$255 per review
PMA Care 24	\$103.00 per call
Point of Sale Pharmacy Program	\$75.00 per review
Medical Director	\$250 per hour
<b><u>Medicare Solutions</u></b>	
Section 111 Reporting	\$9.00 per claim queried
Medicare Set-Aside Allocation	\$2,200 each
CMS Submissions	\$630 each
Medicare Conditional Payment Research	\$130 each
Medicare Conditional Payment Appeal or Dispute	\$260 each
Medicare Conditional Payment Research Final Demand	\$55 each
Medical Cost Projections	\$1900 each
Evidenced Based MSA	\$2,200 each
Life Care Plan	\$185 per hour
Legal Nurse Review	\$1,900 per review
Update (of prior MSA report)	\$785 per report
Resolution Services	\$130 per hour
Medicare/Social Security Verification	\$205 each
Medicaid Conditional Payment Research	\$260 each
Medicare Advantage Plan Conditional Payment Negotiation	\$525 each
Provider Relations Specialist	\$110 per hour
<b><u>Information Systems:</u></b>	
RMIS fee	Included per year for up to 3 users \$500 per year each additional user
Standard Data Conversion	Not applicable
Customized Reporting/Programming	\$155.00 per hour
Standard Data Feed Set-Up	\$2,500 per year
Standard Data Feed	\$200 per month

<b><u>Risk Control:</u></b>	
General	\$135 per hour
Industrial hygiene services	\$180 per hour
Special Projects	To be determined
<b><u>Claim Adjustment:</u></b>	
Vocational Rehabilitation	\$103.00 per hour
Claim Indexing	\$19.75 flat fee per queried file or loss line
Legal Bill Analyzer	3% of gross billed charges
<b><u>Other:</u></b>	
Administrative	Included
Non-standard claim intake	\$18 per claim
Subrogation Specialist Services	17% of gross recovery
Excess & Second Injury Fund Recovery Services	2% of gross recovery
Recover to At Work	\$110.00 per hour
Standard Data Extract (upon termination)	\$5,000
OSHA reporting preparation services	\$18 per incident \$1,500 annual minimum
OSHA special projects	To be determined
Each Claim Review in excess of two per year	\$1,500 per review, per day plus PMA expenses
Onsite claim review	Travel incurred by PMA personnel is reimbursed in full by the client



**TOWN OF HAVERSTRAW**

**John Frizalone**  
Director of Parks

HOWARD T. PHILLIPS, JR.  
Supervisor

WILLIAM M. STEIN  
Town Attorney

ISIDRO CANCEL  
VINCENT J. GAMBOLI  
JOHN J. GOULD  
JOHNNY ORTIZ  
Councilmen

**MEMO**

**TO:** Howard T. Phillips Jr., Town Supervisor  
Town Board Members

**FROM:** John Frizalone, Director of Parks

**DATE:** November 14, 2023

**RE:** RFQ- 2023 Parks Winter Apparel


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I have obtained a Request for Quotes (RFQ), for the Parks Department's winter clothing order. Please be advised, Propoint Imprints and Promotions were the only company to place a bid by the deadline of November 8, 2023. Propoint Imprints and Promotions bid came in at \$3,750.75.

1. Propoint Imprints and Promotion - \$3,750.75
2. Hollywood Screenprinting & Embroidery – Did Not Submit Bid
3. Anco Tropies and Screen Printing- Did Not Submit Bid

If you have any questions, or require additional information, please feel free to contact me. Please inform me of your decision.

Regards,



John Frizalone  
Director of Parks