

HAVERSTRAW TOWN BOARD  
DECEMBER 9, 2025

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN KIRSCHKEL, 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 THE TOWN BOARD MEETING OF NOVEMBER 25, 2025.**

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. **BUDGET ADJUSTMENTS FOR PERIOD ENDING NOVEMBER 30, 2025**

**RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$472,000.00, PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING NOVEMBER 30, 2025 (SEE ATTACHED BUDGET ADJUSTMENTS).**

7. **APPROVAL OF CHANGE ORDER NO. 3 – TOWN OF HAVERSTRAW RECREATION COMPLEX IMPROVEMENTS – PHASE 3**

**BASED UPON THE RECOMMENDATION OF KEVIN O'KEEFFE, P.E. OF SUBURBAN CONSULTING ENGINEERS, INC., THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 3 WITH THE LANDTEK GROUP OF BAY SHORE, NEW YORK TO ACCOMMODATE COSTS ASSOCIATED WITH ELECTRICAL WORK ON FEED FROM PANEL IN EXISTING BUILDING AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX, IN THE AMOUNT OF \$18,344.65 AND A CREDIT FOR IRRIGATION SYSTEM MATERIAL CHARGES IN THE AMOUNT OF \$400.00 FOR A NET INCREASE IN THE AMOUNT OF \$17,944.65.**

8. **RESOLUTION TO APPROVE A SPONSORSHIP FOR HABITAT FOR HUMANITY OF ROCKLAND, INC.**

**WHEREAS, THE TOWN OF HAVERSTRAW TOWN BOARD WISHES TO SUPPORT THE HABITAT FOR HUMANITY OF ROCKLAND, INC. PROGRAM; AND**

**NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES A SPONSORSHIP TO HABITAT FOR HUMANITY OF ROCKLAND, INC. IN THE AMOUNT OF \$1,000.00 FOR SAID PROGRAM, EFFECTIVE DECEMBER 9, 2025.**

**9. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND DRONESENSE**

RESOLVED, BASED UPON THE RECOMMENDATION OF CHIEF OF POLICE JOHN J. GOULD, JR., THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH DRONESENSE OF AUSTIN, TEXAS TO PROVIDE A 5 - YEAR TERM SUBSCRIPTION STARTING DECEMBER 2, 2025 TO DECEMBER 1, 2030 TO PROVIDE SOFTWARE LICENSE FOR DRONE MANAGEMENT AT THE TOWN OF HAVERSTRAW POLICE STATION AT AN ANNUAL COST OF \$5,500.

**10. PURCHASE OF NINE (9) LEATHER HIGH-BACK CHAIRS FOR THE TOWN OF HAVERSTRAW TOWN HALL LARGE MEETING ROOM**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FURNITURE PRO CORPORATION OF POMONA, NEW YORK TO PURCHASE NINE (9) LEATHER HIGH-BACK CHAIRS FOR THE TOWN OF HAVERSTRAW TOWN HALL LARGE MEETING ROOM THROUGH NY STATE CONTRACT, GROUP 20295, AWARD #23295, FURNITURE PRO CONTRACT# PC70202 AT A COST OF \$786.00 EACH CHAIR, FOR A TOTAL COST OF \$7,074.00.

**11. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND MONTEFIORE NYACK HOSPITAL EMPLOYEE ASSISTANCE PROGRAM**

RESOLVED, UPON THE RECOMMENDATION OF THE TOWN BOARD OF THE TOWN OF HAVERSTRAW THE SUPERVISOR IS HEREBY AUTHORIZED TO ENTER INTO AN AGREEMENT WITH NYACK HOSPITAL FOR THE PURPOSES OF PROVIDING TO THE TOWN EMPLOYEES AN EMPLOYEE ASSISTANCE PROGRAM, AND BE IT FURTHER

RESOLVED, THAT SAID AGREEMENT SHALL COMMENCE ON JANUARY 1, 2026 AND EXPIRE ON DECEMBER 31, 2026, AND BE IT FURTHER

RESOLVED, THAT SAID AGREEMENT SHALL BE AT A TOTAL COST OF \$8,200.

**12. AGREEMENT WITH ROCKLAND PARAMEDIC SERVICES, INC.**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH ROCKLAND PARAMEDIC SERVICES, INC. OF CHESTNUT RIDGE, NEW YORK TO PROVIDE PARAMEDIC SERVICES TO THE TOWN OF HAVERSTRAW FOR THE TERM COMMENCING JANUARY 1, 2026 AND ENDING ON DECEMBER 31, 2026 AT A COST OF \$1,115,367.00.

**13. SCHEDULE PUBLIC HEARING – TO DISCUSS THE TOWN'S APPLICATION FOR AN ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS CLEANUP GRANT, AS IT RELATES TO THE PROPERTY KNOWN AS THE LETCHWORTH PROPERTY**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO DISCUSS THE TOWN'S APPLICATION FOR AN ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS CLEANUP GRANT, AS IT RELATES TO THE PROPERTY KNOWN AS THE LETCHWORTH PROPERTY. SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, JANUARY 13, 2026 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.

14. **RESOLUTION TO APPROVE A SPONSORSHIP FOR THE HAVERSTRAW COMMITTEE'S ANNUAL THANKSGIVING BANQUET**

WHEREAS, EVERY YEAR THE HAVERSTRAW COMMITTEE MEETS TO SCHEDULE AN ANNUAL THANKSGIVING MEAL FOR THE INDIGENT, DESTITUTE AND FAMILIES WHO CANNOT AFFORD A THANKSGIVING DINNER.

WHEREAS, IN THE PREVIOUS YEARS OVER 1000 TURKEY DINNERS AND TRIMMINGS HAVE BEEN OFFERED TO THOSE AT THE QUISQUEYA SPORTS CLUB IN HAVERSTRAW ON THANKSGIVING MORNING. IT ALSO INCLUDES MEALS THAT ARE DELIVERED BY TOWN OF HAVERSTRAW POLICE OFFICERS WHO VOLUNTEER TO DELIVER THE MEALS.

WHEREAS, THE TOWN OF HAVERSTRAW EACH YEAR HAS BEEN ONE OF THE MAIN SPONSORS OF THIS WONDERFUL THANKSGIVING EVENT; AND

THEREFORE THE TOWN WILL ALLOCATE FUNDS IN THE AMOUNT OF \$1,090.05 TO IDEAL FOOD BASKET OF HAVERSTRAW, NEW YORK OFFSET THE COST OF FOOD FOR THANKSGIVING ON THIS DAY.

**Town of Haverstraw**  
**Budget Adjustments**  
**For period ending 11-30-2025**

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
<b>GENERAL FUND</b>				
	Justices Contractual	A-1110-0400	\$ 5,000.00	
	Police Contractual	A-3120-0400	\$ 100,000.00	
	Veterans Services	A-6510-0400	\$ 15,000.00	
	Parks Equipment	A-7110-0200	\$ 70,000.00	
	Parks Contractual	A-7110-0400	\$ 25,000.00	
	Spec Rec - Golf Salaries	A-7150-0100	\$ 80,000.00	
	Spec Rec - Golf Equipment	A-7150-0200	\$ 75,000.00	
	Refuse & Garbage	A-8160-0400	\$ 2,000.00	
	Social Security	A-9030-0800	\$ 100,000.00	
	Contingency	A-1990-0400	\$ 100,000.00	
	Capital Projects	A-9950-0900	\$ 350,000.00	
	Parks Personal Services	A-7110-0100	\$ 22,000.00	
			<b>\$ 472,000.00</b>	<b>\$ 472,000.00</b>



December 04, 2025

**Via Electronic Mail (mgamboli@townofhaverstraw.org)**

Town of Haverstraw  
One Rosman Road  
Gamerville, New York, 10923

Attn.: Michael J. Gamboli, Director of Finance

Re.: Town of Haverstraw, County of Rockland, State of New York  
Haverstraw Recreation Complex Improvements – Phase 3  
Contract 1

**Change Order No. 3 – The Landtek Group**

File No.: SCE- R09755.071

Dear Mr. Gamboli:

**SUBURBAN CONSULTING ENGINEERS, INC.** (SCE) has prepared the attached Change Order No. 3 for the above-referenced project. SCE has reviewed the items provided by **The Landtek Group (Landtek)** which represents supplemental electrical improvements on feed from panel in existing building, along with credit for irrigation system material changes. The following table provides a summary of the contract modifications with the addition of Change Order No. 3:

	<b>PROJECT COSTS</b>	<b>PROJECT TIME</b>
Original Contract Amount	\$2,466,054.00	240
Change Order No. 1	\$18,346.28	0
Change Order No. 2	\$8,500.00	34
Change Order No. 3	\$17,944.65	31
<b>Revised Contract Amount</b>	<b>\$2,510,844.93</b>	<b>305</b>
<b>Current Contract Completion Date</b>	<b>December 31, 2025</b>	
% Contract Increase	1.82%	

Based on the supporting documentation enclosed herein, SCE recommends approval of Change Order No. 3 resulting in a 1.82% increase to the Contract. Please find attached copy of the Change Order No. 3 form for your review and signature. Please return one (1) signed copy to our office.

Should you have any additional questions or concerns, please do not hesitate to contact our office. Thank you.

Very truly yours,

**SUBURBAN CONSULTING ENGINEERS, INC.**

Kevin J. O'Keeffe, PE, CME  
Project Manager

/cac

**Enclosures** Contract Modification No. 3

Supporting Documents

\\sce-inc\\cloudnas\\Projects\\R09755-071\\CAO\\Contract\_A01\\ContractorChangeOrders\\CO3\\20251204\_R09755-071\_KJO\_LTR\_MGamboli.docx

## CHANGE ORDER NO. 3

12/3/2025

## TOWN OF HAVERSTRAW

PROJECT NAME: HAVERSTRAW RECREATION COMPLEX IMPROVEMENTS - PHASE 3  
 PROJECT LOCATION: TOWN OF HAVERSTRAW, COUNTY OF ROCKLAND, STATE OF NEW YORK  
 CONTRACTOR: THE LANDTEK GROUP

**Description and Purpose of Change Order 3A:** Due to differing site conditions, contractor must install junction box due to overcrowded circuit. Existing conduit system will be investigated, intercepted, and conductors spliced in new junction box.

**Description and Purpose of Change Order to Bid Item 45:** Credit issued for material change of irrigation piping and insulation.

## ADDITIONAL QUANTITIES:

Item No.	Description	Unit	Quantity	Unit Price	Amount
	N/A		N/A		\$ -

\$ -

## SUPPLEMENTAL ITEMS:

Item No.	Description	Unit	Quantity	Unit Price	Amount
CO-3A	Electrical work on feed from panel in existing building	LS	1	\$ 18,344.65	\$ 18,344.65

\$ 18,344.65

## REDUCTION QUANTITIES:

Item No.	Description	Unit	Quantity	Unit Price	Amount
45	Skate Park Water Distribution Improvements	LS	-0.01	\$ 51,400.00	\$ (400.00)

\$ (400.00)

## CHANGE IN CONTRACT PRICE

Original Contract Amount:	\$ 2,466,054.00	Net Increase/Decrease this Change Order:	\$ 17,944.65
Adjusted Amount Based on Change Orders (1-3):	\$ 2,510,844.93		
[ (+) Increase or (-) Decrease]	\$ 17,944.65	0.73%	This Change Order
[ (+) Increase or (-) Decrease]	\$ 44,790.93	1.82%	In Total Contract to Date

## CHANGE IN CONTRACT TIME

Original Contract Time:	240	Original Completion Date	10/27/2025
Net Change from Previous Change Orders:	34		
Net Change from Current Change Order:	31		
Adjusted Amount Based on Change Orders (1-3):	305	Adjusted Completion Date Based on Change Orders (1-3):	12/31/2025



12/04/25

(Engineer)

(Date)

(Owner)

(Date)



12/3/25

(Contractor)

(Date)

The Landtek Group agrees that the **Seventeen thousand nine hundred forty-four 65/100 Dollars (\$17,944.65)** price increase and the thirty-one (31) day time extension set forth in the Change Order is full compensation for the Work required to be performed pursuant to this Change Order and The Landtek Group, its officers, employees, successors, and assigns, hereby releases the Owner, its members, officers, employees, and consultants of any and all claims, including, but not limited to disruption, delay, loss of productivity, idle and standby time for persons and equipment, home office overhead, extended or disrupted performance, additional mobilizations, remobilizations, indirect or impact claims, loss of profit, together with any other damages, that relate in any way to the work described herein.



## ***“Building Champions from the Ground Up”***

105 Sweeneydale Avenue, Bay Shore, NY 11706  
Tel (631) 691-2381 • Fax (631) 598-8280  
[www.LandTekGroup.com](http://www.LandTekGroup.com)

### **Proposed Change Order**

**To:** Suburban Consulting Engineers  
Kevin J. O'Keeffe  
1350 Campus Pkwy  
Suite 104  
Wall, NJ 07753

**Number:** 10-0

**Date:** 11/14/2025

**Job:** 20-00800 HAVE02- Haverstraw Rec Complex  
Haverstraw Recreation Complex  
Chapel Street  
Garnerville, NY 10923

**Description:** Electrical Work on Feed from Panel in Existing Building to Pickleball Courts

We are pleased to offer the following specifications and pricing to make the following changes:

Labor, equipment, and material to update run from existing panel in building to pickleball courts due to the existing underground conduit being full of numerous bends resulting in string not being able to be pulled through. The approx. 700' run will need to be dug up and a junction box to be installed at approx. 350'. If string still cannot be pulled from junction box location, pricing for another solution will be provided.

Description	Quantity	Unit Price	Price
Electrical Work to Add Junction Box due to Overcrowded Conduit	1.00 ls	\$15,160.86	\$15,160.86
<b>LandTek Labor</b>			
Laborer .5 day (1 man)			
Operator .5 day (1 man)			
<b>Electrical Labor</b>			
Attempt to Snake and Vacuum Existing Conduit System			
Electrical Laborer 40 hrs (5 men, 8 hours)			
Locate Conduit Bank, intercept, install new junction box and bring conduit into box			
Electrical Laborer 24 hrs (3 men, 8 hours)			
Splice Conductors in junction box			
Electrical Laborer 8 hrs (2 men, 4 hours)			
<b>Electrical Material</b>			
In Ground Junction Box			
Junction Box Cover			
90° Offset			
2" Couplings			Subtotal: \$15,160.86
2" Conduit 2			10.00% \$1,516.09
#2 Polaris Wire Bugs	Overhead	\$15,160.86	
	Profit	\$16,676.95	10.00% \$1,667.70
			<b>Total: \$18,344.65</b>

**Submitted by:** LandTek Group, Inc.; The

**Approved by:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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



## ***“Building Champions from the Ground Up”***

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Tel (631) 691-2381 • Fax (631) 598-8280  
[www.LandTekGroup.com](http://www.LandTekGroup.com)

### **Proposed Change Order**

**To:** Kevin J. O'Keeffe  
Suburban Consulting Engineers  
96 U.S. Highway 206  
Suite 101  
Flanders, NJ 07836  
Ph: (973)398-1776 Fax: (973)398-2121

**Number:** 11-0

**Date:** 11/26/2025

**Job:** 20-00800 HAVE02- Haverstraw Rec Complex  
Haverstraw Recreation Complex  
Chapel Street  
Garnerville, NY 10923

**Description:** **Credit for Pipe Material within Shallow Trench**

We are pleased to offer the following specifications and pricing to make the following changes:  
Credit is being provided for the use of approved insulation over the spec'd municipex piping. Each year the line should be winterized which will ensure the line will not freeze..

Description	Quantity	Unit Price	Price
PVC Pipe and Pipe Insulation Credit	1.00 ls	\$-400.00	\$-400.00
	Subtotal:		\$-400.00
	Total:		<b>\$-400.00</b>

**Submitted by:** LandTek Group, Inc.; The

**Approved by:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

# GROUNDBREAKING CEREMONY

**December 3rd at 3 pm  
138 W. Railroad Ave  
West Haverstraw, NY**



**Habitat for Humanity®**  
of Rockland, Inc.

**PICK UP A SHOVEL AND MEET US AT  
OUR GROUNDBREAKING CEREMONY.  
PLEASE JOIN US IMMEDIATELY AFTER  
AT HUDSON'S MILL FOR SOME LIGHT  
SNACKS AND REFRESHMENTS.**

**HUDSON'S MILL  
55 WEST RAILROAD AVENUE  
GARNERVILLE, NY 10923**

Furniture Pro Corporation  
2 Twin Pines Drive  
Pomona, NY 10970



## Quotation

For quote changes contact your Representative or Sales@FurniturePro.Net

Date	Quote #
12/4/2025	Q179765

**Bill To:**

Town of Haverstraw  
Accounts Payable  
1 Rosman Road  
Garnerville, NY 10923

**Ship To**

Town of Haverstraw Town Hall  
1 Rosman Road  
Garnerville, NY 10923  
Michael Gamboli 845-429-2200

845-362-2061

Fax: 845-503-2301

Sales@FurniturePro.Net

www.FurniturePro.Net

Series	Model	Description	Qty	List	Net	Total
FPC-NYSC		Please make purchase order to Furniture Pro and send to Orders@FurniturePro.Net PRICING PER NY STATE CONTRACT, Group 20295- Furniture, All Types, Award #23295, Furniture Pro Contract # PC70202, NYS VENDOR ID 1100044884, 12/05/2023 to 12/1/2028, FOR ORDERS UNDER \$50M: BUZZ 40%, ORDERS UNDER \$2500 LIST ARE SHIPPED FOB DESTINATION WITH 6% OF LIST APPLIED FOR FREIGHT (MIN \$95.00).			0.00	0.00
BUZZ-PROJ	LOD68-BK	Leather High-Back Chair BLACK Top-grain, aniline-dyed leather Off-white, brown or black Adjustable seat height Fixed polished aluminum arms with leather top pad Swivels Reclines Tilt-Tension Adjustment to adjust ease of reclining Can lock at 4 different reclining angles Free-floats in unlocked position	9	1,310.00	786.00	7,074.00T
FRTINC		FREIGHT INCLUDED mgamboli@townofhaverstraw.org			0.00	0.00T

Please check for correct items, part numbers, quantities, sizes, colors, and prices. If all is correct, please sign below and return with your purchase order. If there are inaccuracies, let us know needed revisions. I understand this is a custom order and no changes can be made once the order is placed. I have read and understand the terms and conditions above.

Thank you for your business.

Signature  Print Name

Title \_\_\_\_\_ Date \_\_\_\_\_

Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

<b>Subtotal</b>	\$7,074.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$7,074.00

# Montefiore | Nyack

## EAP SERVICES AGREEMENT

THIS AGREEMENT, made and executed as of this 1st day of January 2026 (the "Effective Date") between **Montefiore Nyack Hospital** (the "Hospital") a non-profit acute care the Hospital located at 160 N. Midland Avenue, Nyack, NY 10960 and the **Town of Haverstraw** a [corporation/limited liability the Company/partnership] located at One Rosman Road, Garnerville, NY 10923 (the "Company", and the Hospital and the Company, each a "Party" and both, collectively, the "Parties").

### WITNESSETH

WHEREAS, the Hospital provides Employee Assistance Program services to outside Employers; and

WHEREAS, the Company is in need of such services for employees eligible for an Employee Assistance Program maintained by the Company for the benefit of such employees and their family members; and

WHEREAS, it is the desire the Hospital and the Company to agree on the terms pursuant to which the Hospital will provide such Services to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hospital and the Company agree as follows:

### ARTICLE I DEFINITIONS

1.1 "ACA" means the Patient Protection and Affordable Care Act of 2010, as amended.

1.2 "Affiliate" means, as to any entity (the "first entity"), any individual, corporation, partnership, limited liability the Company, association, joint-stock the Company, trust, unincorporated association or other entity (other than the first entity) that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first entity. Notwithstanding the foregoing, for purposes of determining Affiliates eligible to participate in the Plan adopted by the Company, an Affiliate shall only include entities that are treated as a single employer with the Company under Code Section 414(b) or (c).

1.3 "Code" means the Internal Revenue Code of 1986, as amended.

1.4 "Employee" means a common law employee of the Company.

1.5 "Employee Assistance Program" or "EAP" means the Services designed to assist the Company's Employees, their dependents, and the Company in finding solutions for personal and workplace problems.

1.6 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.7 "Governmental Agency" or "Governmental Agencies" means the Internal Revenue Service, U.S. Department of the Treasury, Department of Labor, Department of Health and Human Services and Center for Medicare and Medicaid Services and other governmental agencies or departments

that may have jurisdiction over the Program and/or the Plan or whose requirements may apply to the Program and/or the Plan.

1.8     “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

1.9     “Member” means a participant in the Program adopted by the Company who is an Employee of the Company or its Affiliates and any of the participant’s dependents enrolled in the Plan.

1.10    “Participant” means an employee of the Company that is eligible and participating in the Plan.

1.11    “Plan” means the provisions of the plan of benefits to which this Agreement applies, as described in the Summary Plan Description.

1.12    “Plan Administrator” means the current or succeeding person, committee, partnership, or other entity designated by the terms of the instrument under which the Plan is operated as defined by ERISA and who is responsible for the Plan’s operation.

1.13    “Plan Document(s)” means the documents provided to Participants that are required by ERISA and are prepared or provided by the Plan Administrator that describe the Services covered by this Agreement; eligibility requirements for participation and benefits offered under the Plan; and any other information required by ERISA. Examples of Plan Documents include but are not limited to the following: the Plan document, Summary Plan Description, or description of Services.

1.14    “Services” has the meaning set forth in Section 2.1. The Services provided under the Agreement are for convenience of the Company, and in no event shall the Hospital have any responsibility or liability for performing the services for which it has engaged third-party providers.

1.15    “Summary Plan Description” or “SPD” means the document(s) describing the terms and conditions of coverage offered under the Plan.

1.16    “Tax” or “Taxes” means a charge imposed, assessed, or levied by any federal, state, local, or other governmental taxing authority.

## ARTICLE II SERVICES

2.1     Scope of Services. The Hospital shall, or shall arrange with its subcontractors to, provide to the Company the services set forth in Exhibit A, and the services described in any attachment, addendum, work order, or amendment (including letter amendments) to this Agreement, all of which are incorporated by reference into this Agreement (collectively, the “Services”). In providing the Services, the Hospital is not acting as the “plan administrator” (within the meaning of ERISA), “named fiduciary” or fiduciary (within the meaning of ERISA), a claims administrator, a health advocate or otherwise. In the event that changes in the law cause any Services provided by the Hospital to be treated as “fiduciary,” the Hospital reserves the right to (a) terminate this Agreement upon sixty (60) days’ prior written notice to the Company, (b) discontinue or modify the Services that cause the Hospital to be treated as fiduciary, or (c) charge additional fees for the Services that cause it to be treated as fiduciary.

2.2     Standard of Care. The Hospital shall provide the Services hereunder in accordance with the terms of the Plan and this Agreement, in a good workmanlike manner, with a reasonable standard of care, skill, and diligence in accordance with applicable specifications in this Agreement and industry standards.

2.3 Subcontractors. The Hospital may use its Affiliates and subcontractors to provide the Services. The Hospital will be responsible only for engaging subcontractors to provide the Services but in no event for the performance by subcontractors of the underlying services. By executing this Agreement, the Company agrees to the terms and conditions of Services imposed by the subcontractors, if applicable, as set forth or otherwise referenced in the Exhibits, attachments, statements of work or amendments to this Agreement.

## ARTICLE III THE COMPANY RESPONSIBILITIES

3.1 Plan. The Company shall retain the sole responsibility for the design and administration of, and compliance with all applicable laws with respect to, the Plan. The Company or its designee shall be the Plan Administrator and shall not refer in any Plan documents, SPDs or communication materials to the Hospital or any of the Hospital's subcontractor as the "plan administrator." The Company will work with the Hospital to ensure that the provisions of the Plan documents, including the Summary Plan Description are consistent with this Agreement. Before distributing any communications describing Plan benefits or provisions to Members or third parties, the Company will provide the Hospital with communications which refer to the Hospital or the Hospital's Services. The Company will amend any communications if the Hospital reasonably determines that references to the Hospital are inaccurate, or any Plan provision is not consistent with this Agreement or the Services that the Hospital is providing.

3.2 Plan Vendors. The Company shall in good faith cooperate with the Hospital in establishing care coordination and exchange of information between the Hospital and its Plan vendors (such as claims administrators, third-party administrators, providers of health advocacy services, and wellness program services) to the extent necessary in order to facilitate the implementation and operation of the Program and as requested by the Hospital.

3.3 Authorizations. The Company is responsible for obtaining, prior to furnishing any data or information to the Hospital (either directly or through a third party), any necessary permissions, consents, or releases, including entering into business associate agreements if required by applicable federal, state or local laws and/or regulations, to allow the Company to deliver the Company data to the Hospital and the Hospital to use and disclose such Company data as set forth under this Agreement or required by law.

## ARTICLE IV FEES

4.1 Fees. The Company will pay fees to the Hospital as compensation for the services provided by the Hospital as set forth in Exhibit B.

4.2 Change in Fees.

(a) If the Hospital wishes to change the fees on each Renewal Term, the Hospital will provide the Company with sixty (60) days' prior written notice of the revised fees for subsequent Renewal Terms. Unless the Company objects to the change in fees within the 60-day period, the fees communicated to the Company shall become effective as of the first day of the Renewal Term. The Hospital will provide the Company with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

(b) The Hospital may also change the fees, if any one or more of the following occur:

(i) any time there are changes made to this Agreement or the Plan, which affect the scope of the Services or costs to the Hospital of providing the Services;

(ii) when there are changes in laws or regulations which affect or are related to the services the Hospital is providing, or will be required to provide, under this Agreement, including the Taxes and fees Described in Section 4.3 to the extent such changes increase the Hospital's costs of providing services under this Agreement; or

(iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more.

If the Company does not agree to any change in fees, the Company may terminate this Agreement upon thirty (30) days' written notice after the Company receives written notice of the new fees. The Company must still pay any amounts due for the periods during which this Agreement is in effect.

#### 4.3 Taxes and Expenses.

(a) Payment of Taxes and Expenses. In the event that any Taxes are assessed against the Hospital (or its subcontractor) in connection with the Services, the Company will reimburse the Hospital for the Company's proportionate share of such Taxes (but not Taxes on the Hospital's net income). The Hospital has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. The Company will also reimburse the Hospital for a proportionate share of any cost or expense reasonably incurred by the Hospital in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by the Hospital's unreasonable delay or unreasonable determination to dispute such Tax.

(b) Tax Reporting. In the event that the provision of any benefits to Members in connection with this Agreement is subject to Plan- or employer-based tax reporting requirements, the Company agrees to comply with these requirements, unless the Hospital specifically undertakes this responsibility pursuant to the provisions of this Agreement.

(c) State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by Governmental Agencies on the Plan or the Hospital, including but not limited to those imposed pursuant to the ACA, as amended from time to time. This includes the funding, remittance, and determination of the amount due for ACA required Taxes and fees.

4.4 Payment of Fees. The Company shall pay the annual fee amount set forth in Exhibit B. The Company must pay the fee within forty-five (45) day of the invoice provided by the Hospital. Any additional services not set forth in Appendix A will be invoiced separately and the invoice must be paid within forty-five (45) days after the date of the invoice.

4.5 Late Payments. The Hospital reserves the right to charge an interest rate of 1% per month for any late payment of fees.

## ARTICLE V TERM AND TERMINATION

5.1 Term. This Agreement shall be effective on the Effective Date and shall continue in effect for one (1) year ("Initial Term") and thereafter shall renew for consecutive one-year terms (each, a "Renewal Term"), provided that either Party may terminate the Agreement at the end of the Initial Term or any Renewal Term upon giving the other Party notice of nonrenewal at least sixty (60) days before the last day of the Initial Term or any Renewal Term, as the case may be. The Initial Term and all Renewal Terms are referred to as the "Term."

5.2 Termination for Cause.

(a) Either Party may terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party, if, after giving that other Party such notice the defaulting Party fails to cure any deficiency in the Party's performance of the obligations set forth in this Agreement, other than a failure to meet an expense/payment obligation, the Party does not cure the deficiency.

(b) The Hospital may terminate this Agreement in accordance with Section 4.5 upon continuous failure of the Company to comply with payment obligations under Article III.

(c) Either Party may terminate this Agreement by providing written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. In the event that this Agreement is terminated or rejected by a Party or its receiver or trustee under applicable bankruptcy laws due to such Party's bankruptcy, the Parties agree that this is a services agreement, and that there are no rights and licenses granted under or pursuant to this Agreement by such Party to the other Party which shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and any similar laws in any other country, licenses of rights to "intellectual property" as defined under Section 101(35A) of the U.S. Bankruptcy Code.

(d) The Hospital may terminate this Agreement upon thirty (30) days' prior written notice to the Company if a change in the law would prohibit the provision of the Services under this Agreement and the Party may not agree on the modification of this Agreement that would make the provision of Services compliant with the change in the law or such modification is not possible.

5.3 Data Transfer. Upon the termination of this Agreement. The Hospital will provide the Company with a data file with information in its possession of (to the extent deemed by it necessary for the transition of the Plan to another provider) in the mutually agreeable format. The Hospital reserves the right to charge a fee for the cost of retrieving, compiling and transmitting the data. The Hospital will otherwise destroy or return all Company data in its possession (including information in its subcontractors' possession) and will not retain any copies of the Company data, except as it may be required by applicable laws and its and its subcontractors' data retention policies. The Hospital (including its subcontractors) will return, destroy or retain PHI in accordance with the provisions of the Business Associate Agreement.

5.4 Member Notification. The Company has the sole responsibility for notifying all Members of the termination of the Agreement or change in providers.

**ARTICLE VI**  
**INDEMNIFICATION, WARRANTIES AND LIMITATION OF LIABILITY**

6.1 Representation. Each Party represents and warrants to the other that: (a) this Agreement has been duly authorized, executed and delivered by it, and that it has the full power and authority and is free to enter into this Agreement and to perform its obligations hereunder and (b) it will perform its respective responsibilities under this Agreement in compliance with all applicable federal, state and local laws, rules, and regulations, including, without limitation, HIPAA and other applicable state or federal privacy and security regulations.

6.2 Indemnification.

(a) Indemnification by the Company. The Company will indemnify the Hospital and hold the Hospital harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the Hospital incurs, including reasonable attorneys' fees and costs, which arise out of:

- (i) The Company or its vendors', subcontractors', or authorized agents' gross negligence or willful misconduct in the performance of the Company or its vendors', subcontractors', or authorized agents' obligations under this Agreement;
- (ii) The Company's material breach of this Agreement; or
- (iii) third-party claims brought against the Hospital as the provider of Services hereunder, except where such claims arise from the Hospital's or its employees', vendors', subcontractors' or agents' gross negligence or willful misconduct or breach of this Agreement or any other agreement the Hospital entered in connection with this Agreement.

(b) Indemnification by the Hospital. The Hospital will indemnify the Company and hold the Company harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses that the Company incurs, including reasonable attorneys' fees and costs, which arise out of:

- (i) The Hospital's or its vendors' subcontractors' or agents' gross negligence or willful misconduct in the performance of the Hospital's or its vendors', subcontractors', or authorized agents' obligations under this Agreement; or
- (ii) The Hospital's material breach of this Agreement.

In no event, however, shall the Hospital be responsible for any claim, liability or expense (including, without limitation, any alleged or proven medical malpractice) arising from the providers' health care services or products provided to Members.

(c) Conditions to Indemnification. The obligations of indemnification are subject to the condition that the Party seeking indemnification give the other: (i) prompt written notice of any claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the Indemnifying Party, provided all settlements adverse to the interests of the indemnified Party shall be approved by that Party; and (iii) cooperation in the defense of the indemnified matter.

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

6.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6.1, ALL SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND THE HOSPITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND THE HOSPITAL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, THE HOSPITAL MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE COMPANY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ACCURATE, COMPLETE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-

PARTY MATERIALS IS STRICTLY BETWEEN THE COMPANY OR THE APPLICABLE THE COMPANY AND SUCH THIRD PARTY.

6.4 Limitation of Liability. IN NO EVENT WILL THE HOSPITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, SUPPLIERS OR AFFILIATES BE LIABLE TO THE COMPANY OR ITS MEMBERS OR OTHER AUTHORIZED USERS OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; OR (b) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE HOSPITAL'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF ALL FEES PAID OR OWED BY THE COMPANY FOR THE HOSPITAL SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

## ARTICLE VII CONFIDENTIALITY, DATA SECURITY

7.1 Confidential Information. "Confidential Information" shall include the terms of this Agreement, and any information that is clearly identified in writing at the time of disclosure by the disclosing party ("Disclosing Party") to the other party ("Recipient") as confidential or which, given the circumstances of disclosure, would reasonably be understood to be confidential, including but not limited to, pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information, data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property, vendor or supplier information, terms and conditions of supplier agreements, financial projections, business plans and information, the Company data, Personal Data (as defined below), sales and product plans and data, product and technical specifications. Information shall not include information which: (a) at the time of disclosure to Recipient is known publicly; (b) is independently developed by Recipient without use of or reference to the other Party's Confidential Information; (c) after disclosure to Recipient becomes known publicly, without fault of the Receiving Party or its employees, officers, directors, professional advisors, or Affiliates ("Representatives"); or (d) the Recipient is or later becomes aware of, from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information. "Personal Data" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

7.2 Confidentiality Obligations. A Recipient shall: (a) keep confidential all Confidential Information of the Disclosing Party; (b) not to use or disclose the Disclosing Party's Confidential Information except as expressly authorized under this Agreement; (c) protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information), and to make Confidential Information available only to its Representatives on a "need to know" basis. All such Representatives who have access to the other Party's Confidential Information must have a written confidentiality agreement with the Recipient such that such Representative is legally required to protect the Disclosing Party's Confidential Information to at least the same level as required under this Agreement or, with respect to professional advisors, be bound to the Recipient by a legal or ethical duty of confidentiality protecting the Disclosing Party's Confidential Information in a manner that is no less restrictive than the terms contained herein. Notwithstanding the foregoing, this Section 5.2 will not

prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation provided that the Recipient first provides the Disclosing Party with prompt written notice of such requirement (provided such notice is legally permissible) and reasonable cooperation to the Disclosing Party should it seek protective arrangements for the production of such Confidential Information; and if notice to Disclosing Party is prohibited by law, the Recipient shall in any event use commercially reasonable efforts to obtain confidential treatment of any of the Confidential Information disclosed or to be disclosed pursuant to this sentence.

7.3 Intellectual Property.

(a) All right, title and interest in and to the Materials (defined below), including all modifications, derivative works and improvements thereof and thereto and all Intellectual Property Rights (defined below) therein are and will remain the exclusive property of the Hospital and, where applicable, the respective rights holders in the third-party materials and all such items shall be deemed and treated as the Confidential Information of the Hospital. The Company has no right, license or authorization with respect to any of the Materials (including third-party materials) except as expressly set forth in this Agreement. All other rights in and to the Materials (including third-party materials) are expressly reserved by the Hospital and the respective third-party licensors). "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. "Materials" means the Services, the Hospital Systems (defined below), manuals, instructions or other documents or materials that the Hospital provides or makes available and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by the Hospital or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or the Hospital Systems. "The Hospital Systems" means the information technology infrastructure used by or on behalf of the Hospital in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by the Hospital or through the use of third-party services.

(b) The Company shall not, and will instruct its Members and employees (the "Authorized Users") not to, access or use the Services or Materials except as expressly permitted by this Agreement (and the Company will, in all cases, remain fully liable for any unauthorized access or use by itself and all Authorized Users). The prohibitions of this subsection include, without limitation, (i) copying, modifying or creating derivative works or improvements of the Services or Materials; (ii) renting, leasing, selling, sublicensing, assigning, distributing, publishing, or otherwise making available any Services or Materials to any person or entity, including on or in connection with the internet or any service bureau, software as a service, cloud or other technology or service; (iii) reverse engineering, disassembling, decompiling, decoding, adapting or otherwise attempting to derive or gain access to all or part of the source code of the Services or Materials; (iv) bypassing or breaching any security device or protection used by the Services or Materials or accessing the Services or Materials other than by an Authorized User through the use of his or her own then valid access credentials; (v) inputting, uploading, transmitting or otherwise providing to or through the Services or the Hospital Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (vi) damaging, destroying, disrupting, disabling, impairing, interfering with or otherwise impeding in any manner the Services or the Hospital Systems; (vii) removing, altering or obscuring any trade names, trademarks, service marks, logos, or other identifying marks of the Hospital or its subcontractors or other proprietary rights notices from any Services or Materials; (viii) accessing or using the Services or Materials in any manner or for any purpose that infringes,

misappropriates or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law.

7.4 Protected Health Information. The Parties' obligations with respect to the use and disclosure of protected health information (within the meaning of HIPAA) are outlined in the Business Associate Agreement attached to this Agreement.

7.5 Data Security. During the term of this Agreement, the Hospital will, and will require its subcontractors performing the Services to, maintain an information security policy and implement industry standard controls that support the integrity, confidentiality, and availability of the Company's data and maintain a disaster recovery plan. The Hospital will, and will require its subcontractors performing Services to, procure, use and maintain security tools and procedures consistent with industry standards and designed to protect and safeguard the Company's data. These may include, as applicable, but are not limited to, implementing access controls, requiring the encryption of personal or sensitive data, and performing periodic testing to verify the effectiveness of the tools utilized.

7.6 Remedies. The Parties agree that any disclosure or use of Confidential Information in violation of this Article VII would cause immediate and irreparable injury or loss that may not be adequately compensated by monetary damages. Therefore, in the event of any breach or threatened breach of this Article VII, each Party shall be entitled to seek injunctive relief and specific performance, enjoining, or restraining such breach or threatened breach, in addition to all other remedies available at law or in equity.

## ARTICLE VIII DISPUTE RESOLUTION

8.1 Dispute Resolution. In a dispute relating to this Agreement, the Parties will use reasonable efforts to resolve the dispute before initiating any action in a court of law. If not resolved within sixty (60) Business Days after commencing discussion, the Parties will attempt in good faith to resolve through non-binding mediation. If not resolved through non-binding mediation within ninety (90) Business Days after the dispute is referred to the mediator, the Parties may mutually extend the mediation process, agree to arbitration, or initiate an action in a court of law.

8.2 Arbitration. To the extent the Parties have not resolved, pursuant to Section 8.1, the dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, any such dispute, claim or controversy shall be determined by arbitration in Nyack, New York before one arbitrator appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. Unless otherwise agreed by the Parties, the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The Parties shall maintain the confidential nature of the arbitration proceeding and any award or decision, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a provisional remedy, enforcement of any arbitration award or decision in a court, a judicial challenge to the arbitration award or its enforcement, or unless otherwise required by law, regulatory requirements or judicial decision. Before making any such disclosure, a Party shall give written notice to all other Parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or judicial decision. This

Section 8.2 shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.3 Equitable Relief. This Section will not prevent a Party from seeking equitable relief or making a claim or asserting a defense to the extent necessary to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or in the case of claims involving third parties, to allow for an expeditious and orderly presentation of a Party's claims or defenses.

8.4 Jury Trial Waiver. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT.

8.5 Period for Assertion of Claims. Neither Party may assert against the other Party any claim in connection with this Agreement unless it has given the other Party written notice of the claim within two (2) years after it first knew, or reasonably should have known, of the underlying facts giving rise to such claim.

## ARTICLE IX MISCELLANEOUS

9.1 Relationship of the Parties. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other as independent contractors solely for the purposes of effecting the provisions of this Agreement. Nothing in this Agreement shall be construed to create (a) an agency relationship under federal common law, a partnership, joint venture or other joint business relationship between the Parties or any of their Affiliates, or (b) a relationship of employer and employee between the Parties.

9.2 Assignment. Except as provided in this paragraph, neither Party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other Party's written consent. Nevertheless, the Hospital can assign this Agreement, including its rights and obligations to the Hospital's Affiliates, to an entity controlling, controlled by, or under common control with the Hospital, a purchaser of all or substantially all of the Hospital's assets or a successor in any other change of control event, subject to notice to the Company of the assignment. Notwithstanding the foregoing, the Parties' obligations and rights under this Agreement shall be for the benefit of and binding upon the Parties' respective successors and permitted assigns.

9.3 Governing Law. Unless preempted by ERISA, this Agreement will be governed, construed, and enforced under the laws of the State of New York and all disputes arising out of this Agreement will be resolved in state or federal district court located in New York.

9.4 Amendment. The Hospital reserves the right to amend its policies and procedures for the Services being provided under the Agreement upon thirty (30) days' prior written notice to the Employer. Except as may otherwise be specified in this Agreement or any Appendix hereto, the Agreement may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.

9.5 Waivers. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

9.6 Non-Discrimination. Both Parties to this Agreement shall comply with all applicable federal, state, and local laws and regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either Party.

9.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means with confirmation of successful delivery or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery. All notices or communications under this Agreement shall be to the following addresses, as the Parties may update from time to time by written notice to the other:

**If to the Hospital:**

Montefiore Nyack Hospital  
Employee Assistance Program  
17 Squadron Boulevard 3rd Floor  
Attn: Susan Mazzarella, LCSW, CEAP, SAP  
Administrator, EAP & Corporate Services  
Email: MNH-EAP@montefiorenyack.org

**If to the Company:**

Town of Haverstraw  
One Rosmen Road  
Garnerville, NY 10923

Attn: Mr. William M. Stein  
Email: Town Attorney

9.8 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void, or unenforceable to any extent by a court of competent jurisdiction or by a legal opinion letter drafted by a Party's outside legal counsel, the remainder of this Agreement, shall not be impaired or otherwise affected, will be construed to preserve the intent and purpose of this Agreement, and shall continue to be valid and enforceable to the fullest extent permitted by law. The Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement; provided, however, that if the Parties are unable to reach agreement and either Party reasonably believes that the severed provisions render the resulting Agreement inequitable, such Party may terminate this Agreement upon sixty (60) days' prior written notice to the other Party.

9.9 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any third party (including, without limitation, any Members).

9.10 Marketing. Neither Party shall use the name, trade names, trademarks, service marks, or logos of the other Party or any affiliated the Company of the other Party in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other Party.

9.11 Compliance with Law. The Hospital and the Company shall each comply with all applicable federal, state and local laws, regulations and policies with respect to the performance of this Agreement. Notwithstanding any other provision in this Agreement, each Party remains responsible for

ensuring that any service provided by it pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

9.12 Independent Medical Judgment. The Company and the Hospital both acknowledge and agree that Members' treating physician(s) and other health care providers, including but not limited to Network Providers, shall be solely responsible to provide treatment and/or services to Members and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Nothing in this Agreement shall be deemed to create any rights of the Hospital, the Company, or any other person or entity to intervene in any manner with or otherwise interfere with the independent medical judgment of Members' health care providers with regard to treatment or utilization issues, nor shall it render the Hospital, the Company, or any other person or entity responsible for the method or means by which any health care provider renders treatment or service to a Member.

9.13 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that consequently any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party is not applicable in the interpretation of this Agreement or any amendments or exhibits hereto.

9.14 Headings. The headings of Articles, Sections, and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.15 Force Majeure. Neither Party shall be liable for failure or delay of performance arising from any unforeseeable act beyond its reasonable control including, without limitation an act of God or other events beyond the reasonable control of such Party, such as the acts of a regulatory agency, epidemic, pandemic, fires, floods, pandemics, explosions, strikes, labor stoppages, and acts of terrorism, war or rebellion, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay. Notwithstanding the forgoing, in the event the Company experiences a documented force majeure event that delays its ability to remit amounts due, then the Company shall immediately inform the Hospital and remit any such amounts without undue delay. For the avoidance of doubt, a force majeure event shall not relieve the Company of its obligations to make payments for Services provided or any other Taxes, fees or charges it has an obligation to pay under this Agreement.

9.16 Legal Advice. It is understood and agreed that the Services do not include and the Hospital will not provide, investment, tax or legal advice. If the Company requires legal or other expert advice, the Company should consult its own legal counsel.

9.17 Improvements and Modification of Services. The Hospital reserves the right to upgrade, improve, modify or discontinue any Services provided or made available to the Company under this Agreement.

9.18 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement.

9.19 Acceptance. The Company may accept this Agreement either by having an authorized individual or officer sign the Agreement, or by making required payments to the Hospital. Such acceptance renders all terms and provisions herein binding on the Company and the Hospital. Requests for revision must be submitted within ninety (90) days of the Effective Date. If no revisions are requested within 90 days, this Agreement is deemed accepted. If the Company has requested revision(s) to any provision(s) of this Agreement, the provision(s) contained in the Agreement provided by the Hospital will be considered in effect until the Parties reach agreement to the proposed revision(s). All negotiations

must be finalized within six (6) months of the effective date; otherwise, this Agreement is deemed accepted. This provision can be removed upon signature of both Parties.

9.20 Survival of Terms. Any provisions of this Agreement, or any attachments, and exhibits, which by their nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, shall survive the termination of this Agreement, and shall remain in effect until all such obligations are satisfied.

9.21 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed original and said counterparts shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

**Montefiore Nyack Hospital**

By: \_\_\_\_\_  
Mark Geller M.D.  
President & CEO

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**Town of Haverstraw**

By: \_\_\_\_\_  
Howard T. Phillips, Jr., Supervisor

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

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **EXHIBIT A**

### **SERVICES**

The Hospital shall provide the following services:

- (A) Annual All employee Orientation Meetings to promote the program.
- (B) Annual Supervisory Training sessions to inform and educate managers to the Employee Assistance Program's Supervisory Referral process.
- (C) All promotional materials including, but not limited to, Employee Assistance Program posters, brochures, paycheck stuffers, employee promotional letter and other promotional correspondence.
- (D) Professional assessment, consultation and referral services as necessary to troubled employees and/or their families.
- (E) Quarterly and annual reports to designated individuals to include utilization rates and other non-identifying demographic information.
- (F) Monthly reports to designated individuals of all employees referred by Supervisors for poor job performance (Supervisory Referrals) indicating whether the employee is or is not in treatment. No further details will be provided unless the employee in treatment signs an appropriate release.

Other services not covered herein must be separately negotiated by the Parties.

**TOWN OF HAVERSTRAW**

**EXHIBIT B**

**FEE SCHEDULE**

**EAP Services for the contract year beginning on January 1, 2026, and ending on  
December 31, 2026**

**Contract Fee.....\$8,200.00**

**Payment within 45 days of receipt of invoice.**

**Above fee includes any/all services provided to family members of employees.**