

**TOWN OF BRIGHTON TOWN BOARD  
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE  
MEETING AGENDA**

**Meeting Date: Wednesday, December 20, 2023 (8:30 a.m.)**

**Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes from December 6, 2023.
2. Approve meeting schedule for 2024 to be included in the 2024 Organizational meeting (Finance) – Review the 2024 FASC meeting schedule and approve. The schedule will be included at the January 2, 2024 Organizational meeting (see final draft).
3. Request for the Town Board to approve a contract renewal with Brighton Volunteer Ambulance to provide emergency medical services (Finance) – Request from Earl Johnson for Town Board action to approve and authorize the Supervisor to execute a renewal agreement with Brighton Volunteer Ambulance for 2024 to provide emergency medical services in the Town in an amount not to exceed \$360,000. Contract contingent upon Town Attorney's approval (see letter from E. Johnson).
4. Request for the Town Board to approve a contract with Lifetime Benefit Solutions to provide COBRA administration (Finance) – Request from Earl Johnson for Town Board action to approve and authorize the Supervisor to execute an agreement with Lifetime Benefit Solutions, renewing each year, unless terminated to provide administration for benefits subject to COBRA as coordinated with costs paid for through our benefits broker Brown & Brown of NY, Inc. These services previously provided by LBS under EBS-RMSCO, Inc. (company name change). Contract contingent upon Town Attorney's approval (see letter from E. Johnson).
5. Authorize the Town Supervisor to extend the consulting services agreement with former Finance Director Paula Parker (Finance) – Request from Earl Johnson for Town Board action to authorize the Town Supervisor to sign an agreement at the rate of \$72.00 per hour on an as needed basis through June 30, 2024 (see letter from E Johnson).
6. Authorize the Town Supervisor to extend the consulting services agreement with former Assistant Finance Director Suzanne Zaso (Finance) – Request from Earl Johnson for Town Board action to authorize the Town Supervisor to extend the agreement at the rate of \$72.00 per hour on an as needed basis through June 30, 2024 (see letter from E Johnson).

**The next regularly scheduled meeting of the FASC will be held on  
WEDNESDAY, JANUARY 3, 2023, at 8:30 a.m.**

in the **AUDITORIUM** of the Brighton Town Hall.

All members of the public are invited to attend FASC meetings.

**\*\*AS PER THE REGULAR SCHEDULE\*\***

**FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**  
**2024 MEETING SCHEDULE**

**All meetings are scheduled for the Stage Conference Room or the  
Town Auditorium**  
**At 8:30 a.m. (unless otherwise noted)**

Wednesday January 3  
Wednesday, January 17  
Wednesday, February 7  
Wednesday, February 21  
Wednesday, March 6  
Wednesday, March 20  
Wednesday, April 3  
Wednesday, April 17  
Wednesday, May 1  
Wednesday, May 15  
Wednesday, June 5  
Thursday, June 20  
Wednesday, July 3  
Wednesday, July 17  
Wednesday, August 7  
Wednesday, August 21  
Wednesday, September 4  
Wednesday, September 18  
Wednesday, October 2  
Wednesday, October 16  
Wednesday, November 6  
Wednesday, November 20  
Wednesday, December 4  
Wednesday, December 18

**\*Have communications and documents to Director of Finance by noon on the Friday before with  
originals to the Assistant to the Supervisor.**



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

December 12, 2023

The Honorable Town of Brighton Board  
Finance and Administrative Services Committee  
2300 Elmwood Avenue  
Rochester, New York 14618

RE: Brighton Volunteer Ambulance 2024 Contract Renewal

Dear Board Members:

I am recommending that your Honorable Body authorize the Supervisor to execute a contract for 2024 with Brighton Volunteer Ambulance, Inc., in an amount not to exceed \$360,000, to provide emergency medical services within the Town of Brighton. The contract will be effective from January 1, 2024 through and including December 31, 2024.

The total amount of the contract has not changed, will not exceed \$360,000 and funds have been budgeted in the 2024 budget. This renewal will be contingent upon the Town Attorney's approval.

Also note that the Town will retain \$30,000 to be applied towards fuel usage by BVA in 2024. This retention is the same as 2023 based on the annual, projected fuel usage by BVA as well as forecasts in fuel prices. BVA is in agreement with this retainage for fuel.

I would be happy to respond to any questions that the committee or other members of the Town Board may have regarding this matter.

Sincerely,  
***Earl Johnson***  
Earl Johnson  
Director of Finance

# BRIGHTON

## Volunteer Ambulance



TEL 585-271-2718  
FAX 585-442-9198  
Emergency 911  
[www.BrightonAmbulance.org](http://www.BrightonAmbulance.org)

1551 South Winton Road  
P.O. Box 18699  
Rochester NY 14618-0699

December 4, 2023

Mr. Earl Johnson, Director of Finance  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

Dear Earl,

Enclosed please find two (2) original contracts for the 2024 calendar year. Please have Supervisor Moehle sign them and return one original to me.

This is the same exact contract language as the 2023 contract; all I changed were the effective dates.

Please let me know if you have any questions regarding this.

Thank you for all of your assistance in getting this completed!

Kind Regards,

Julieray C. Romano  
Business Manager

**BRIGHTON VOLUNTEER AMBULANCE**

Encl.



## CONTRACT FOR AMBULANCE SERVICE

This Agreement, effective as of January 1, 2024, between the Town of Brighton, acting for and on behalf of the Brighton Ambulance Services District with offices at 2300 Elmwood Avenue, Rochester, NY 14618, (hereinafter known as the "Town"), and the Brighton Volunteer Ambulance, Inc., a not-for-profit New York corporation with its principal place of business at 1551 Winton Road South, Rochester, NY 14618, (hereinafter known as "BVA").

**WHEREAS**, the Town desires to provide emergency medical service within the Town of Brighton; and

**WHEREAS**, in furtherance of that end, the Town has formed the Brighton Ambulance Services District (hereinafter known as the "District") pursuant to Article 12-A of the Town Law, such District consisting of all premises within the boundaries of the Town of Brighton; and

**WHEREAS**, BVA is an independent contractor duly authorized by the New York State Department of Health to provide emergency medical service, and is willing to provide such service within the District pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Town Board of the Town pursuant to Section 198(10)(f) of the Town Law, and by Resolution of the Board has authorized such an Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter mentioned, the parties agree as follows:

**1. Work Statement**

BVA agrees to provide, or cause to be provided, emergency medical service within the District. Such service shall consist of all personnel and equipment necessary to promptly and safely transport injured or ill persons from within the District to a hospital or other emergency medical facility as is necessary under the circumstances in accordance with good and accepted ambulance practice, and inclusive of Basic Life Support and Advanced Life Support services to ill and injured persons in connection therewith. Such service shall be subject to the standards as may be set forth by the New York State Department of Health and the Monroe-Livingston Emergency Medical Service Council. Such service shall be provided only in circumstances of medical emergency as generally defined by law and customary usage in such cases. BVA's right to provide such services pursuant to this Agreement shall be non-exclusive. BVA and the Town may rely on the Brighton Fire Department, Henrietta Fire District, other fire departments as determined by the Town, and/or commercial ambulance service providers to provide first response services as part of the overall protocol and services plan for EMS services provided in the Town.

**2. Standards of Performance**

**a. Certifications.** BVA shall maintain New York State certification of its ambulance service as defined in Section 3006 of Article 30 of the Public Health Law of the State of New York and shall at all times comply with the standards required for such certification, during the period of this Agreement and shall provide evidence of such certification to the Town upon request.

**b. BLS Standards of Care.** BVA shall comply at all times with the latest Monroe-Livingston Regional Emergency Medical Service Comprehensive Emergency Medical Care Standards, as they may be amended during the period of this Agreement. Said standards shall be incorporated herein by reference as if included in full.

**c. Quality Assurance.** BVA shall develop, maintain and provide to the Town on execution of this agreement, a quality assurance program acceptable to the Town which shall at least maintain standards and certifications as at present.

**d. Medical Director.** BVA shall obtain the services of a suitably-qualified medical director

in connection with the delivery of any services where such medical director is required by New York State Law or regulation.

**e. Response Time.** BVA shall exert its best efforts to ensure that calls are responded to within the standards set by the New York State Department of Health and the Monroe-Livingston Regional Emergency Medicine Council. Copies of such standards shall be provided to the Town by BVA upon the execution of this contract and updates, if any, to such standards shall be promptly provided to the Town after they are received by BVA. This provision shall not bind BVA to guarantee a response time for any individual call, nor shall it require BVA to guarantee the performance of other emergency medical services agency responding pursuant to mutual aid arrangements as specified in paragraph 2(f). BVA shall not be held responsible for delay or failure to reach the scene of a request for service due to reasons beyond BVA's control, lack of crew or equipment or hazardous road conditions.

**f. Mutual Aid.** BVA shall maintain arrangements with other emergency medical services, either commercial or volunteer, to respond to requests for emergency medical service within the District in the event that BVA is unable to respond. Pursuant to the mutuality provisions of such arrangements, BVA may respond at its discretion to requests from other emergency medical agencies for BVA's services outside the District. BVA shall provide to the Town on or before March 31<sup>st</sup> of each year a copy of all mutual aid agreements it has entered into with all other responding agencies, and BVA shall provide to the Town by said date detailed data showing the number of calls for the prior calendar year which were covered through mutual aid by other responding agencies in the Town of Brighton and the number and priority of each such call covered by such other responding agency for a Brighton resident.

**g. Public Access.** The parties hereto agree that due to certain technical features incorporated therein, the Monroe County Enhanced 911 service offers the public the preferred means of accessing emergency service. In its advertising, listing of emergency numbers in the "emergency number" section of the Telephone Directory, and its promotional material including the distribution of stickers for attachment to telephones, BVA shall list "911" as the telephone number for accessing BVA's emergency medical services.

**h. Advanced Life Support.** The parties hereto understand that BVA agrees to provide Advanced Life Support (hereinafter known as "ALS") service with its own resources, to the extent such services are available using BVA's ALS technicians.

**3. Gasoline and Fuel Rights**

**a.** As a form of consideration for services provided pursuant to this Agreement, and as a portion of the total consideration provided, the Town and District authorize BVA during the term of this Agreement to utilize gasoline and/or diesel fuel from the Town's dispensing station in accordance with procedure established by the Town.

**b.** The value of the fuel to be provided to BVA under this Agreement will be the actual cost to the Town per gallon of fuel, as determined by the Town, plus 7% of the total cost of fuel as an administrative reimbursement.

**c.** The estimated annual value associated with the provisions of fuel is \$30,000 and, this amount will be deducted from the total amount due BVA for services provided. A detailed record of actual fuel use, and its associated value, will be kept by the Town and provided to BVA. In the event that any of the BVA vehicles can use E85 or other alternative fuels, consistent with manufacturer warranties and recommendations, and such alternative fuels are made available by the Town, BVA agrees to use such alternative fuels to the extent possible.

No later than 60 days following the close of the year, an annual accounting of actual vs. estimated value of fuel will be prepared by the Town. In the event less than \$30,000 of fuel value is used by BVA, the Town and District will process a claim for payment to BVA of the difference between \$30,000 and the actual value of fuel used. In the event BVA utilizes more than \$30,000 of fuel value, BVA will

reimburse the Town and District, no later than 30 days after the accounting is provided to BVA, the difference between the actual value of fuel used and \$30,000.

For each succeeding year of this Agreement, in January, the Town and District will estimate the value of fuel as partial consideration for services rendered, and so advise BVA of the computation. Such estimate will be based on actual usage in the prior year and a projection of the cost per gallon of fuel to be provided.

d. The Town and District reserve the exclusive right to cease providing fuel as partial consideration for services. In the event the Town is no longer able to make use of its dispensing station, for whatever reason, an accounting to date of cessation of service will be performed, and BVA will be paid in the normal course of business for any remaining value assigned to the provision of fuel under this Agreement. However, if the Town and District decide to no longer provide fuel for some other reason, provision of fuel cannot be stopped without 60 days prior written notice of the Town's and District's intention.

e. Each party represents to the other that it has in force, policies of liability insurance protecting against exposures arising out of or in connection with this Agreement and the actions which it may take under this Agreement. Each party agrees to indemnify as to its negligence the other against liability for the negligent use of vehicles, apparatuses, or supplies including gasoline and diesel fuel under this Agreement.

f. In consideration of the services to be performed hereunder, the District shall pay BVA the amount authorized to be paid to BVA by the Town Council in adopting the annual operating budget for the District for the subject fiscal year, less the value assigned for the provision of fuel under Section 3 of this Agreement. The net amount payable to BVA will be paid in one installment no earlier than March 1 and no later than April 15th, upon presentation by BVA of a properly executed Town claim voucher submitted to and approved by the Town Supervisor.

#### 4. Compensation

In consideration of the furnishing of its equipment, personnel, and services in the manner detailed herein, BVA shall receive from the Town an annual compensation amount of Three Hundred Sixty Thousand (\$360,000.00), less the value assigned for the provision of fuel under section 3 of this Agreement plus the use of ambulance and emergency response vehicles through the Brighton Volunteer Ambulance District. Such compensation is intended to compensate BVA for out-of-pocket expenses that Town residents would be obligated to pay for any bill for ambulance services, including all coinsurance amounts that residents would otherwise be responsible to pay if not for the provisions of paragraph 5 below prohibiting billing of Brighton residents. In the event this Agreement is terminated by either party prior to December 31, 2024, pursuant to the provisions of Paragraph 10 hereof, BVA shall refund to the Town the pro rata share of the cash compensation previously paid for the year in which termination occurs.

#### 5. Financial Procedures

a. BVA shall diligently continue its voluntary fund-raising drive(s) and third party billing, provided however that BVA agrees that it will not bill any amount of money, including a co-payment not covered by insurance, Medicare or Medicaid coverage, costs for ambulance service provided to Town residents during the terms hereof. Any statement of charges provided by BVA or its billing company to a Brighton resident shall clearly state that "NO PAYMENT IS DUE" and shall be in the form of the statements attached to this Agreement. BVA shall promptly refund to any and all Brighton Residents all funds paid by a Brighton Resident to BVA or its billing company for ambulance service fees and/or co-payments. The exception to billing Town residents with a statement that says a "NO PAYMENT IS DUE", will be for those calls that are classified as 'IPP.' IPP, or Insurance Paid Patient, is when the insurance company pays the patient directly

and then the patient subsequently keeps the payment. BVA's billing company will then pursue collection efforts to obtain the funds paid by the insurance company to the Town resident based on instructions provided by BVA. In the event that these patients/residents do not pay their bill after adequate collection efforts have been exhausted, the Town resident will be referred to a collection agency for further collections of the amounts paid to the Town resident by the insurance company. Collections shall not include any co-pays or deductibles.

BVA shall provide to the Town Finance Department a detailed quarterly fiscal report on or before December 31 (for Sept-Nov), March 31 (for Dec – Feb), June 30 (for Mar – May) and September 30 (for June – Aug) setting forth the amount of each individual charge or expense which BVA has not charged to Brighton Residents pursuant to the provisions of this paragraph and for each said charge or expense, said report shall detail the following information: 1) The amount of the charge or expense; 2) Reason for the charge or expense (e.g. Co-Pay, Treat/Release, Deductible; No Transport, etc.); 3) Resident overpayment if any; 4) Patient Street; 5) Primary Insurance; 6) Type of Insurance; 7) Total Charge for call; 8) Other Payments and Insurance Adjustments. Any invoices sent to Brighton Residents that result in a payment by a Brighton Resident to BVA shall be reported to the Town within 30 days of receipt by BVA or its billing agent of said payment. The cost of preparing and distributing the quarterly financial reports shall be paid for by BVA.

b. As part of the Town's annual budgeting process, BVA agrees to:

- (i) abide by the budget preparation and review schedule of the Town,
- (ii) to provide a "line item" operating budget proposal with explanation and justification for each line item,
- (iii) to provide and annually update a five-year capital plan as part of the budget preparation process,
- (iv) to attend all budget "workshops", public hearings, and Town Board meetings as determined appropriate by the Town to respond to questions of the Town Board, Administration, and general public served in the District by BVA.

c. In the event that operating revenues exceed operating expenditures in any given year, even after budgeted transfers to reserve accounts have been made, BVA may retain such surplus operating funds.

d. BVA agrees that it will submit to the Town, no later than January 31st of each year, an audited financial statement for the previous fiscal year, prepared and certified by a certified public accountant, and BVA shall pay the costs of the same. Said audited financial statements shall at a minimum set forth total operating revenues, detailed revenues by source (e.g. compensation from Town, insurance payments, donations, private pay, co-pays, etc.), total operating expenses, detailed expenditures (e.g. wages, benefits, supplies, equipment, etc.) and deposits into BVA's reserve or savings accounts, fiscal year end balances of all accounts. The expense of preparation and distribution of the annual audit shall be paid for by BVA.

## 6. Other Reporting Requirements

BVA shall annually prepare and present to the Town Board no later than March 31st (at a regularly scheduled Town Board meeting) a narrative and statistical report describing operations during

the previous fiscal year, including but not limited to data on the number and types of calls received and responded to, a calculation of the average response time experience, mutual aid activity, and a list of BVA's current officers and directors.

7. Additional Audits by the Town

BVA agrees to allow the Town to conduct periodic audits of its financial records, including patient billings for Town residents as deemed necessary and advisable by the Town. Said audits shall be at the expense of the Town.

8. Indemnification and Insurance

a. BVA agrees to protect, defend, indemnify and hold the Town and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character, including the amount of judgments, penalties, interest, court costs and legal fees incurred by the Town in defense of same, arising in favor of any party, including governmental agencies or bodies, on account of claims, liens, debts, personal injuries, including personal injuries sustained by employees of the Town, death or damage to property, including property of the Town, and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to the services which BVA hereby agrees to provide, hereafter all jointly being referred to as "claims".

b. Notwithstanding the foregoing, BVA shall not be liable, nor shall BVA have to indemnify the Town or hold the Town harmless for claims resulting from the sole negligence of the Town.

c. The Town shall give BVA prompt notice of every claim received by the Town for which claim BVA is, in whole or in part, liable.

d. BVA, at its sole expense, agrees to investigate, handle, respond to, or provide defense for and defend any claim made against the Town for which claim BVA is claimed to be in whole or in part, liable, and BVA agrees to bear all other costs and expenses related thereto even if such claim is groundless, false, or fraudulent.

e. BVA shall maintain insurance to protect the Town and BVA from and against any and all claims, injury or damage to persons or property, both real and personal, arising from the services herein contracted for such types and in such amounts as is customarily maintained by volunteer ambulance companies serving comparable communities, all as reasonably approved by the Town.

f. BVA shall obtain and maintain, at its sole expense, and at a minimum, the following insurance coverage:

1. Comprehensive General Liability with an each occurrence limit of \$1,000,000 and \$2,000,000 aggregate for bodily injury and property damage. Such coverage is to include contractual liability and errors and omissions coverage.
2. Automobile Liability with a limit of \$1,000,000 for bodily injury and property damage including mutual aid coverage.
3. Excess Umbrella Liability with a combined single limit of at least \$2,000,000 for bodily injury and property damage.
4. Workers Compensation Benefits with mandatory limits of coverage.

g. The Town shall be named as an additional named insured on each policy.  
h. BVA shall obtain and maintain the required insurance coverage in such forms and with such insurance carriers as are approved by the Town, and the Town shall not unreasonably withhold such approval. BVA will provide and furnish to the Town certificates of insurance showing the above required insurance to be in full force and effect.

i. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon sixty (60) days written notice, by certified mail, return receipt requested, to the Town.

j. The form and substance of the insurance provided by BVA to the Town may be reviewed and is subject to the approval of the Town Attorney.

9. Status of BVA

BVA expressly agrees that its status is that of an independent contractor, and that none of its officers, directors, or members are employees of the Town by virtue of this Agreement.

10. Term

This Agreement shall be effective from January 1, 2024 to and including December 31, 2024 and it shall be renewed upon the same basis each year thereafter for an additional term of one year, except that the amount of said contract, and fuel to be included therein, shall be set pursuant to the public budget process of the Town, unless one of the contracting parties shall notify the other in writing sent by personal delivery, or by first class mail, on or before October 1<sup>st</sup> that it elects to terminate this Agreement on December 31<sup>st</sup> of that year. If this Agreement shall be deemed to continue pursuant to the terms of the preceding sentence, the parties agree to execute and deliver an amendment incorporating an amended contract amount, and such other changes in terms and conditions as are agreeable to both parties.

This Agreement may also be terminated by either party immediately upon the issuance of written notice provided by the party wishing to terminate the Agreement to the other party, such written notice sent by personal delivery, or by first class mail, in the event that either (a) BVA ceases all or substantially all operations or announces its intention to do so, or (b) BVA is in default hereunder which default is not cured within such ninety (90) day period.

11. Assignment

BVA shall not assign, transfer, or convey any right, title, or interest in this Agreement or any part thereof without the previous approval in writing of the Town.

12. Vehicle Acquisition

In addition to the foregoing, the District has previously purchased ambulance vehicles, and it is the District's present intention to purchase additional vehicles for use of the BVA in providing services to the District. In consideration, BVA agrees and understands that it shall be responsible to house, operate, repair and maintain the Vehicles, so as to provide services hereunder and maintain the Vehicles in good operating order, and in compliance with all of the provisions of all warranties provided on the Vehicles by its manufacturer and/or equipment provider. Personal liability and/or property and casualty insurance with respect to such Vehicles shall, at the District's sole option, be maintained by the District or may be the responsibility of BVA if the District so desires. In the event BVA is responsible for such insurance, it shall be for amounts of coverage consistent with that maintained by the Town of Brighton on other emergency response vehicles. The cost of such insurance, if obtained by the District, shall be invoiced to BVA by the District, and paid within thirty (30) days after the date of such invoice, or, but only if so directed by BVA, deducted from the funds paid to the BVA under this Contract through the Town's budget process.

BVA intends to retain use of five (5) of the Districts ambulances; four (4) active and one (1) in reserve as a backup. Upon the acquisition of any new ambulances, older ones will be taken out of service and returned to the District for disposal. BVA and the Town hereby agree that BVA may continue the arrangement to house one of the older current ambulances vehicles at a remote location to be mutually agreed by BVA and the Town as a backup vehicle, available for use when one or more of the ambulances are unavailable.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**TOWN OF BRIGHTON**

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

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

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Clerk

**BRIGHTON VOLUNTEER AMBULANCE, INC.**

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

By: \_\_\_\_\_  
Dennis Mietz, President

Date: 11-30-2023

Date: 11/30/2023



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

December 18, 2024

The Honorable Town of Brighton Board  
Finance and Administrative Services Committee  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: COBRA Administration - Lifetime Benefit Solutions, Inc.

Dear Board Members:

I am requesting that the Town Board authorize the continuation of the services of Lifetime Benefit Solutions Inc. for the administration of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), who also administers the Town of Brighton's employee flexible spending accounts. The fees for 2024 will be \$.80 per member per month (minimum \$65 per month) and this fee is currently paid by our broker Brown & Brown of New York, Inc. If, for some reason, the broker does not cover the fee it does become our responsibility, and the agreement may be terminated with sixty (60) days prior notice.

I am recommending that the Town Board authorize the continuation of COBRA administrative services for 2024 and authorize the Supervisor to sign any related documents with Lifetime Benefit Solutions Inc.

I will be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,  
*Earl Johnson*  
Earl Johnson  
Director of Finance

CC: Tricia Van Putte

## CONTINUATION COVERAGE ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the "Agreement") is between Lifetime Benefit Solutions, Inc. ("LBS"), a New York Corporation with a principal place of business at 333 Butternut Drive, Syracuse, NY 13214 and TOWN OF BRIGHTON, MONROE COUNTY (hereinafter referred to as the "Employer"), with a principal place of business at 2300 ELMWOOD AVE., ROCHESTER, NY 14618 concerning the Employer's welfare benefit plan(s) as identified on Schedule A (the "Plan"). This Agreement is effective as of September 1, 2023 (the "Effective Date").

In consideration of the mutual covenants contained herein, the Employer and LBS agree as follows.

**1. Purpose.** The Employer desires assistance from LBS in the administration of the continuation of coverage provisions applicable to the Employer's health and welfare benefits (expressly identified on Schedule A and incorporated by reference) pursuant to (a) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and (b) if specified on the Schedule A, (i) applicable state group health continuation coverage laws ("State Continuation Coverage") (to the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and/or (ii) the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as applicable. As used in this Agreement: the general term "Continuation Coverage" refers to COBRA, State Continuation Coverage and USERRA (if applicable); the term "Qualified Beneficiary" refers to any person entitled to elect continued group health coverage under any such law (if applicable); and the term "Qualifying Event" refers to an event which entitles such person to elect continued group health coverage under any such law (if applicable); unless the context indicates otherwise.

**2. Effective Date; Term.** LBS shall provide to the Employer the administrative services specified in this Agreement, beginning on the Effective Date. The Agreement will remain in effect for a period of one year from the Effective Date, and shall renew automatically for consecutive twelve (12) month terms on the anniversary of the Effective Date unless earlier terminated in accordance with Section 16 of this Agreement.

**3. Consideration; Payment; Taxes and Fees.** As consideration for the performance of administrative services by LBS under this Agreement, the Employer will pay to LBS the fees set forth on each LBS invoice within thirty (30) days of the date of the invoice. If full payment is not made by the due date, to the extent permitted by applicable law, LBS will also be entitled to interest on the unpaid amount at a rate of 1% per month. LBS may (but is not required to) stop providing services hereunder if any payment is not received within thirty (30) days after the due date. Fees will be calculated in accordance with the fee schedule attached to this Agreement as Schedule A. The fees specified on Schedule A are subject to change by LBS upon ninety (90) days' prior written notice to the Employer. Employer shall be responsible to pay or reimburse LBS for all taxes and fees applicable to the performance of its services with respect to the Plan, including but not limited to any applicable taxes under the transitional reinsurance program under the Affordable Care Act (or similar initiatives), the Comparative Effectiveness Research



(CER) (or similar initiatives), the Patient-Centered Outcomes Research Institute (or similar initiatives). LBS reserves the right to fund these tax payments or fees by adjusting its administrative fees to pay such taxes or fees upon written notice to Employer.

**4. Reports.** Upon request from the Employer and pursuant to reasonable instructions provided by Employer, LBS shall make available to Employer any reports necessary for the Employer to calculate and pay all taxes and fees applicable to Comparative Effectiveness Research (CER), the Patient-Centered Outcomes Research Institute, or similar initiatives that require counts of covered persons.

**5. Services, Notification and Election Procedures.** LBS shall provide Continuation Coverage administrative services for the Employer in accordance with this Section 5. The following procedures are agreed upon by the Employer and LBS to facilitate the proper administration of Continuation Coverage by LBS on behalf of the Employer.

(a) If the Plan (or any benefit for which LBS is engaged to provide services pursuant to this Agreement as specified on Schedule A) is in effect before the Effective Date, and LBS is not providing the services described in this Agreement immediately prior to, the Effective Date of this Agreement (pursuant to a previous agreement), then LBS's services are conditioned upon the Employer furnishing LBS with documents, data and information requested by, and necessary for, LBS to perform its services under this Agreement for any Qualified Beneficiary entitled to Continuation Coverage prior to the Effective Date. Subject to the remaining provisions of this Section 5, for coverages that LBS administers and provides Continuation Coverage administrative services pursuant to this Agreement, if directed by the Employer in writing, LBS will send initial COBRA notifications to newly eligible employees and/or spouses at the address provided by the Employer. Subject to the remaining provisions of this Section 5, for coverages and benefits that LBS does not administer, but for which LBS performs stand-alone Continuation Coverage administration services (if applicable and if specified on Schedule A), if directed by the Employer in writing, LBS will send initial COBRA notifications to newly eligible employees and/or spouses at the address provided by the Employer but only to the extent the Employer provides LBS with documents, data and information necessary for LBS to perform its obligations under this Agreement. LBS shall not be responsible for any failure to provide or to timely provide any required initial COBRA notification if the Employer does not direct LBS to provide the initial COBRA Notice and/or if the Employer does not provide or timely provide LBS with documents, data and information necessary for LBS to perform its obligations under this Agreement.

(b) Upon the occurrence of each Qualifying Event (as determined by the Employer) consisting of the divorce or legal separation of an employee, or a child's loss of dependent status under the Plan, the Employer will notify LBS of the Qualifying Event in writing at the address designated by LBS by completing and submitting to LBS an electronic file in an LBS-approved file format, or by information entered into the LBS system via the employer portal, or by a Qualifying Event Notification Form (the form of which shall be supplied to the Employer by LBS). The Qualifying Event information must be submitted to LBS as soon as administratively practicable after the Qualifying Event but in any event no later than 30 days after the earlier of receipt by the Employer of notification

of the event or the date the Employer becomes aware of the event. The Employer will provide to LBS on the electronic file or by information entered into the LBS employer portal or by the Notification Form: the employer's name, the name of each Qualified Beneficiary, the name of the Plan, the date of the Qualifying Event and the type of Qualifying Event (and any and all information and data needed for LBS to perform its services under this section) so LBS can notify each Qualified Beneficiary of his or her rights and obligations with respect to Continuation Coverage.

(c) Upon the occurrence of each Qualifying Event (as determined by the Employer) consisting of the termination or reduction in hours of an employee's employment, or an employee's entitlement to Medicare benefits, or the death of an employee, the Employer will notify LBS of the Qualifying Event in writing at the address designated by LBS by completing and submitting to LBS an electronic file in an LBS-approved file format, or by information entered into the LBS system via the employer portal, or by a Qualifying Event Notification Form (the form of which shall be supplied to the Employer by LBS). The Qualifying Event information must be submitted to LBS as soon as administratively practicable after the Qualifying Event but in any event no later than 30 days after the earlier of receipt by the Employer of notification of the event or the date the Employer becomes aware of the event. The Employer will provide to LBS on the electronic file, or by information entered into the LBS employer portal or by the Notification Form: the employer's name, the name of each Qualified Beneficiary, the name of the Plan, the date of the Qualifying Event and the type of Qualifying Event (and any and all information and data needed for LBS to perform its services under this section) so LBS can notify each Qualified Beneficiary of his or her rights and obligations with respect to Continuation Coverage.

(d) If LBS is performing USERRA-related services under this Agreement (as specified on Schedule A), upon the occurrence of an employee leaving employment to perform military service that is subject to USERRA, the Employer will notify LBS of this fact in writing at the address designated by LBS by completing and submitting an electronic file in an LBS-approved file format, information entered into the LBS system via the employer portal, or by a Qualifying Event Notification Form (the form of which shall be supplied to the Employer by LBS). The Qualifying Event information must be submitted to LBS as soon as administratively practicable after the Qualifying Event but in any event no later 30 days after the earlier of receipt by the Employer of notification of the event or the date the Employer becomes aware of the event. The Employer will provide to LBS on the electronic file, or by information entered into the LBS system, or by Notification Form: the employer's name, the name of each Qualified Beneficiary, the name of the Plan, the date of the event and the type of event (and any and all information and data needed for LBS to perform its services under this section) so LBS can notify the Qualified Beneficiary of his or her rights and obligations with respect to Continuation Coverage.

(e) LBS will program into its computer system all pertinent information and data supplied by the Employer for purposes of Continuation Coverage notification and will provide, within fourteen (14) days of receipt of a Qualifying Event electronic file in an approved file format, information entered into the LBS Continuation Coverage system via the employer portal, or by Notification Form, a Continuation Coverage notification and

election form to each Qualified Beneficiary either by first-class mail. LBS makes no representations or warranties that such timing of the delivery of the Continuation Coverage notification and election form to each Qualified Beneficiary is compliant with the timeframes required by applicable law, as LBS's ability to provide timely Continuation Coverage notifications and elections forms is determined by Employer's timely notice to LBS.

(f) If LBS does not receive a Qualified Beneficiary's completed notification and election form in a timely manner, or if a Qualified Beneficiary notes upon the form an intention to decline Continuation Coverage, LBS shall, on the date of expiration of the sixty (60) day election period, close the file maintained by LBS with respect to the Qualified Beneficiary and LBS shall have no further obligation under this Agreement with respect to such Qualified Beneficiary.

(g) If a Qualified Beneficiary properly elects Continuation Coverage by submitting an appropriate notification and election form to LBS within the sixty (60) day election period, LBS will provide to the Qualified Beneficiary confirmation of the election to continue coverage, along with an invoice for Continuation Coverage premium(s) due from the date of termination of benefits under the Plan. The confirmation form utilized by LBS will indicate the expiration date of the forty-five (45) day period for payment of the first premium(s), including any retroactive payments owed.

The Employer will then be responsible for notifying the insurance carrier(s) that the Qualified Beneficiary's coverage is to be continued or discontinued. LBS will notify the Employer in writing (or provide a report) of a Qualified Beneficiary's written election to continue or decline Continuation Coverage, or failure to make a Continuation Coverage election on a timely basis.

LBS, on behalf of the Employer, will be responsible for notifying the insurance carrier(s) that the Qualified Beneficiary's coverage is to be continued or discontinued. LBS will have reporting available on portal related to a Qualified Beneficiary's written election to continue or decline Continuation Coverage, or failure to make a Continuation Coverage election on a timely basis. (*If no selection is made this box will be deemed to apply.*)

Employer will also be granted access to the reporting information on LBS' employer portal and described in Section 14(b).

(h) In the case of a Qualified Beneficiary who has elected to continue Continuation Coverage, LBS will send a full set of payment coupons or invoices and any appropriate notices to the Qualified Beneficiary by first class mail to the address of the participant of which LBS was last notified by the Employer or the Qualified Beneficiary.

(i) Consistent with Federal law, Employer will set the Continuation Coverage premium "Determination Period" which is a 12-month period selected by the Plan that must be applied consistently from year to year. Employer will be responsible for computing the applicable Continuation Coverage premium prior to the effective date of the Determination Period. Employer will be responsible for communicating the applicable

premium information to LBS within 45 days prior to the first day of the Determination Period. Employer will notify LBS 45 days prior to any change in the premium rate(s) for Continuation Coverage or in the benefits of the coverage. LBS shall not be responsible for any liability or loss or damage suffered by any Qualified Beneficiary or Employer (or anyone else) resulting from, arising out of or in connection with the Employer's failure to give this required notification timely. LBS will send notices of rate increases to Qualified Beneficiaries (who have elected and paid for Continuation Coverage) in accordance with Section 10, provided that the Employer has provided notice to and LBS has received notice of the rate increase.

(j) Upon receipt of a notice of a second qualifying event or a request for a disability extension, Employer (or LBS, if directed in writing by Employer) will determine if the individual is entitled, or not entitled to an extension of the original Continuation Coverage period, and will notify LBS of that determination with seven (7) days of receipt. LBS will provide the Qualified Beneficiary receiving Continuation Coverage with a written explanation as to why the individual is not entitled to Continuation Coverage, or proceed to process the notice or request.

(k) LBS will notify each Qualified Beneficiary receiving Continuation Coverage of the termination of his or her Continuation Coverage for failure to pay the required cost within the time required for payment or upon the expiration of the Qualified Beneficiary's eligibility for such coverage. Except as LBS and the Employer shall otherwise agree in writing, the Employer shall be responsible for notifying Qualified Beneficiaries who are receiving Continuation Coverage of changes in benefits, coverage or coverage options under the Plan and for receiving and processing all participant elections other than Continuation Coverage elections.

(l) Notwithstanding any provision in this Agreement to the contrary, LBS does not assume responsibility or liability for any claim, loss or damage suffered by any Qualified Beneficiary or Employer by reason of LBS's failure to give (or LBS' failure to give timely) a required notice, election form or statement to the Qualified Beneficiary or to the Employer if LBS did not actually receive from the Employer notice (or did not timely receive from the Employer notice) of the event for which the notice, election form or statement was required or of the address to which the notice, election form or statement was to be sent (or any other information needed by LBS to send such notice, election form or statement). LBS shall not be responsible for any failure of delivery for any notice, election form or statement properly addressed and mailed by LBS. LBS shall have no duty with respect to the payment of premiums/funding by the Employer and shall not be liable for any failure of the Employer to remit to the vendor/administrator any monies it receives from LBS where LBS is not the contract administrator. LBS does not assume any responsibility for the collection of premium/funding after the termination of coverage. LBS will return monies received after the termination of this Agreement or the termination of coverage to the Qualified Beneficiary if it has not been paid to the Employer. The Employer is responsible for all monies paid to it on behalf of a Qualified Beneficiary.

(m) Employer acknowledges and agrees that Employer will be the final authority on all questions regarding an individual's eligibility for Continuation Coverage and the benefits provided by the Plan or any other benefits provided by Employer and that LBS

will not and does not (pursuant to this Agreement) process claims or appeals with respect to the Plan or any other benefits provided by the Employer. LBS shall have no responsibility or liability for the Employer's determination whether an individual is entitled to coverage under the Plan, or to Continuation Coverage or the extent of the benefits payable with respect to covered individual. Nothing in this Agreement shall confer any responsibility upon LBS for Continuation Coverage obligations in existence prior to the Effective Date or following termination of this Agreement.

(n) Employer acknowledges and agrees that, in providing the services described in this Agreement, LBS will not (i) be a fiduciary under any applicable law; (ii) have discretionary responsibility, authority or control with respect to the management of the Plan (or any other Employer-sponsored benefit for which LBS provides services under this Agreement), the management or disposition of assets related to the Plan (or any other Employer-sponsored benefit for which LBS provides services under this Agreement) or the administration of the Plan (or any other Employer-sponsored benefit for which LBS provides services under this Agreement); (iii) provide any investment advice, investment management or investment recommendations with respect to the Plan (or any other Employer-sponsored benefit for which LBS provides services under this Agreement), (iv) provide legal advice, tax advice or financial advice to Employer or any other person related to the Plan (or any other Employer-sponsored benefit for which LBS provides services under this Agreement); (v) be responsible for the adequacy of any contributions or premiums for the Plan (or any other Employer-sponsored benefit for which LBS provides services under this Agreement), or be liable for any benefits under the Plan (or any other Employer-sponsored benefit for which LBS provides services under this Agreement); or (vi) provide services in any capacity other than that of an independent contractor.

## **6. Payment of Premiums.**

(a) LBS will collect all premium payments due from each Qualified Beneficiary, plus the administrative fee (if applicable). (In cases in which no specific administration fee is expressly set by applicable law, the administrative fee shall be agreed upon by LBS and the Employer.) If the first premium payment is not received within forty-five (45) days from the date of the election, LBS will close the Qualified Beneficiary's file and update the portal accordingly so that the Employer may notify the insurance carrier(s) and all other parties. If the first Continuation Coverage premium payment is received within forty-five (45) days from the date of election, LBS will establish a billing schedule for the Qualified Beneficiary that will be maintained for the duration of the Qualified Beneficiary's Continuation Coverage. The coupon book provided to a Qualified Beneficiary by LBS will specify the premium owed and the due date. LBS shall have no further obligation under this Agreement with respect to any Qualified Beneficiary whose file has been closed and nothing in this Agreement is intended to impose any such obligation on LBS.

(b) For Plans that are subject to ERISA, ERISA may require that employee contributions to an employee health plan, including amounts paid for Continuation Coverage, be held in a trust. The Employer acknowledges that LBS has advised Employer that it should consult with Employer's own legal counsel about whether a trust must be established to hold amounts paid by Qualified Beneficiaries for Continuation



Coverage. The Employer acknowledges that the Employer is solely responsible for determining whether the ERISA trust requirement applies and, if it does, complying with it.

(c) All premium administrative fees collected by LBS shall be paid over to the Employer on a monthly basis, except as may otherwise be provided in Schedule A. With respect to premium payments (and not including premium administrative fees), LBS will pay directly to the Employer and/or to the insurance carrier(s) (as directed by the Employer in writing during the implementation process and/or renewal process, as applicable) any or all premium payments received from the Employer's Qualified Beneficiaries, along with such other information as shall be required under this Agreement and reconcile with the carrier(s), if applicable. The Employer acknowledges and agrees that to the extent it directs LBS to pay any or all premium payments to Employer, the Employer will then pay directly to the insurance carrier(s) all premium payments due for the coverage of the applicable Qualified Beneficiaries and the Employer will reconcile with the carrier(s). LBS shall be entitled to rely on such Employer's written direction regarding the payment of any or all premium payments until such direction is revoked in writing by a duly authorized officer of the Employer (and a different written direction is provided by Employer, which may occur at a subsequent renewal or at any other time agreed to by the parties).

**7. Open Enrollment.** In the event that the Plan permits a periodic election of benefits ("open enrollment"), upon written request, LBS will provide to the Employer, within approximately ten (10) business days of the written request a list of names and addresses of all Qualified Beneficiaries covered under the Plan. The Employer will then send annual election forms to each Qualified Beneficiary on the list. At the close of the open enrollment period, the Employer will immediately notify LBS of any changes in the coverage selected by the Qualified Beneficiaries.

## **8. Employer Obligations and Agreements.**

(a) The Employer acknowledges and agrees that the Employer will be responsible for complying with all federal or state law requirements, as applicable, that have not been specifically delegated to LBS under this Agreement, and for determining whether an individual whose group health coverage under the Plan would otherwise terminate is entitled to Continuation Coverage. Without limiting the generality of the foregoing, the Employer acknowledges and agrees that the Employer is solely responsible for ensuring that the Plan (and any other benefit provided by Employer) complies with any requirement under the Internal Revenue Code (if applicable) and, if applicable, ERISA or any other applicable law.

(b) The Employer acknowledges and agrees that the Employer is solely responsible for identifying to LBS all individuals who are eligible for Continuation Coverage and Employer will promptly notify LBS of Qualifying Events and all Qualifying Beneficiaries. Without limiting the generality of the foregoing or any other provision of this Agreement, the Employer acknowledges and agrees that the Employer will notify LBS of employee or dependent terminations, additions, lay offs and reductions in hours or

other changes that would result in loss of coverage under the Plan or any benefit for which LBS has been engaged to provided Continuation Coverage services.

(c) The Employer acknowledges and agrees that the that there are deadlines by which the various notices and election forms must be provided to Qualified Beneficiaries with respect to Continuation Coverage and LBS cannot comply with those delivery requirements if the Employer does not timely provide LBS documents and information necessary to comply with those requirements. Notwithstanding any provision in this Agreement to the contrary, LBS's obligations under this Agreement with respect to the provisions of Continuation Coverage notices and election forms are specified in Section 5. In no event shall LBS be liable for any failure to send any Continuation Coverage notification or election form by the time prescribed under the applicable Continuation Coverage rules unless such failure is solely the result of LBS's failure to send such notification or election form within the period required of LBS under Section 5 after receipt from Employer of all information and data needed to perform such services as set forth in this Agreement.

(d) In the event that the Employer utilizes the services of a broker or other designated service professional, Employer us required to provide written notification to LBS within ten (10) days following the effective date of a new broker agreement or professional services agreement or a termination thereof.

**9. Other Legal Requirements.** The Employer will be solely responsible for complying with all applicable state law and federal law requirements relating to the timely remission of premiums to insurance carrier(s), any trust requirement and the timely notification of the exact dates of employment termination and termination of coverage in connection with any Qualifying Event. LBS assumes no liability for such compliance or for compliance with any other legal requirements imposed upon Employer now or in the future, except as specifically set forth in this Agreement.

**10. Changes in Rate.** In the event of any change in the premium rate(s) charged for Continuation Coverage, the Employer will notify LBS in writing of the change at least forty-five (45) days prior to the effective date of the change (or earlier if needed for LBS to comply with any applicable advance notice requirement under applicable law). LBS will then provide to each Qualified Beneficiary, by first-class mail, written notice of the rate change. Failure of Employer to provide LBS with rate change information may result in financial discrepancies that LBS will not be held liable for.

**11. Changes in Benefits.** In the event of any substantive change in the Plan, the Employer will notify LBS in writing at least forty-five (45) days prior to the effective date of the change in benefits (or earlier if needed for LBS to comply with any applicable advance notice requirement under applicable law). Upon request, LBS will provide the Employer with a list of names and addresses of all Qualified Beneficiaries covered under the Plan, to enable the Employer to send a new summary of benefits and coverage, summary plan description or summary of material modification, identification cards and all other documents required by applicable law to the Qualified Beneficiaries affected by the change. The Employer will be solely responsible for such documents and identification cards to the Qualified Beneficiaries covered under the Plan.

**12. Conversion.** At, or shortly before the end of the applicable maximum period for Continuation Coverage, LBS will send to each Qualified Beneficiary a notice of the right to convert to a direct payment contract, if and as prescribed by applicable law, rule, or regulation.

**13. Non-Disclosure Obligations.**

“Confidential Information.” For purposes of this Agreement, Confidential Information shall mean all individual identifiable employee information, including social security number, name, date of birth, etc.

LBS agrees:

(a) to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure.

(b) not to use any of the Confidential Information except for the Purpose of this Agreement.

(c) not to reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information except as specifically authorized by the Employer in accordance with this Agreement, or as required by law.

(d) to restrict access to the Confidential Information to those LBS officers, directors, and employees who clearly need such access to carry out the Purpose.

(e) to advise each of the persons to whom LBS provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Employer, any of the Confidential Information.

(f) to comply with any other reasonable security measures requested in writing by the Employer.

Exceptions. The confidentiality obligations hereunder shall not apply to Confidential Information which: is, or later becomes, public knowledge other than by a breach of the provisions of this Agreement; is already in the possession of LBS; or is independently received by LBS from a third party, with no restrictions on disclosure; or is required to be disclosed pursuant to an order of a court, administrative agency, or governmental body, or any law, rule, regulation, subpoena, judicial or administrative process.

Return of Confidential Information. LBS agrees, upon termination of this Agreement, to promptly return to the Employer all Confidential Information as requested in writing by the Employer.

Nothing in this Agreement is intended to grant either party any rights in or to the other party's Confidential Information, except the limited right to use such Confidential Information

for the purposes contemplated in this Agreement. The provisions of this Section 13 shall survive the termination of this Agreement.

#### **14. Collection and Provision of Historical Data.**

(a) LBS will monitor (within the scope of its duties under this Agreement relating to election, payment and expiration of Continuation Coverage) the status of all Continuation Coverage Qualified Beneficiaries covered under the Plan, and will provide to each such Qualified Beneficiary, as prescribed by law, rule, or regulation, a notification and election form in the event of notification of any subsequent Qualifying Event by Employer that may affect the Qualified Beneficiary's coverage under the Plan.

(b) Employer will be granted access to the following monthly Continuation Coverage reporting information on LBS' employer portal or, upon Employer's request, LBS will provide the Employer with such information in a written monthly report:

(i) the names of all Continuation Coverage enrollees with respect to whom any Continuation Coverage premium payments were received by LBS in the preceding calendar month, and the amounts received;

(ii) the names of all Qualified Beneficiaries who elected to continue Continuation Coverage in the preceding calendar month, and the type of coverage selected; and

(iii) the names of all Qualified Beneficiaries whose Continuation Coverage was terminated in the preceding calendar month, the reason for each termination of coverage, and a brief coverage history on each such Qualified Beneficiary (including all dates of events, notifications, and Continuation Coverage premium payments).

(c) With respect to state continuation coverage and USERRA Qualified Beneficiaries (if LBS is providing such services under this Agreement), LBS will monitor the status of the each such Qualified Beneficiary's Plan coverage and will provide the services and information described in Section 5 and Subsections (a) and (b) above as agreed upon by the Employer and LBS.

(d) LBS shall provide access to its employer portal without representation or warranty of any kind, and further, access to LBS' employer portal is not represented or guaranteed to be error free or uninterrupted.

(e) Employer must provide written notification to LBS' of the Employer's employees that are to be granted access to LBS' employer portal. In the event that there is a change to the list of employees granted access to LBS' employer portal, the Employer must provide written notification to LBS within two (2) business days after the effective date of such change.

#### **15. Liability; Indemnification.**

(a) The Employer will be solely responsible for notifying LBS on a timely basis of each Qualifying Event that entitles one or more Qualified Beneficiaries to Continuation Coverage. The Employer will also be solely responsible for providing LBS with all information and data needed (including but not limited to information and data reasonably requested by LBS) for LBS to notify Qualified Beneficiaries of their rights and obligations with respect to Continuation Coverage. The Employer will also be responsible for providing LBS with all information and data needed for providing an initial COBRA general notice, if applicable, and a Continuation Coverage unavailability notice. LBS is entitled to conclusively rely on the authenticity of any notice or other communication received from the Employer or another party so long as in good faith LBS reasonably believes the notice or other communication to be genuine. Furthermore, LBS shall not be responsible for losses caused directly or indirectly by conditions beyond its reasonable control, including but not limited to war, natural disaster, strikes, pandemic, interruptions of power, communications or data processing services.

(b) In the event that the Employer fails to (i) fulfill its obligations under this Agreement, (ii) provide LBS with the notices, information, documents and/or data needed for LBS to fulfill its obligations under this Agreement, (iii) timely provide LBS with the notices, information, documents and/or data needed for LBS to fulfill its obligations under this Agreement or (iv) provide LBS accurate and complete notices, information, documents and/or data needed for LBS to fulfill its obligations under this Agreement, the Employer agrees to defend with competent counsel, indemnify, and hold LBS harmless from and against any and all damages, liabilities, losses, costs, claims, penalties, and expenses (including reasonable attorneys' fees) incurred by LBS and arising out of such failure. The Employer shall defend with competent counsel, indemnify, and hold LBS harmless from and against any and all damages, liabilities, losses, costs, claims, penalties, and expenses (including reasonable attorneys' fees) incurred by LBS as a result of LBS's good faith performance of services under this Agreement. If Employer fails to defend an action involving LBS or LBS determines that it is in LBS's best interest to defend itself, LBS shall have the right to defend and control the defense of the action, and the Employer shall promptly reimburse LBS for all reasonable costs and expenses incurred by LBS in conducting the defense (including reasonable attorneys' fees).

(c) In the event that LBS, its agents, or its employees fail to perform as provided in this Agreement and such failure is due to LBS', its agents', or its employees' gross negligence or intentional misconduct, LBS shall have the right to defend with competent counsel, indemnify, and shall hold the Employer harmless from and against any and all damages, liabilities, losses, costs, claims, penalties, and expenses (including reasonable attorneys' fees) incurred by the Employer and arising out of such failure. In the event that LBS elects not to defend the Employer as provided above, the Employer shall have the right to defend and control defense of any action as described above, and with the advance written consent of LBS, LBS shall promptly reimburse the Employer for all reasonable costs and expenses incurred by the Employer in conducting the defense. In addition, and not by way of limiting the foregoing, in no event will LBS be liable for any special, incidental, indirect, consequential or punitive damages, or any damages of any kind which exceed an amount equal to the total fees paid to LBS pursuant to this Agreement, during the three (3) months prior to the act or omission giving rise to the liability (or, if shorter, the period this Agreement has been in effect).

## 16. Termination.

(a) This Agreement may be terminated by either party upon sixty (60) days' prior written notice to the other party as set forth in Section 17 of the Agreement.

(b) Notwithstanding the right of either party to terminate this Agreement in accordance with subsection (a) above, each party shall have the right to terminate this Agreement upon the occurrence of any of the following events: (i) the other party fails to comply with any material term of this Agreement and such failure shall continue for fifteen (15) days after receipt of written notice specifying the nature of the failure; or (ii) the other party becomes insolvent or files for reorganization or makes an assignment for the benefit of creditors; or (iii) any application is filed by or against the other party to have such party adjudicated bankrupt or insolvent or for such party's reorganization, composition, or arrangement among creditors, and the application is approved by the court or the proceeding is not dismissed within sixty (60) days after its institution. In addition, LBS shall have the right (but not the obligation) to immediately terminate this Agreement in the event of the Employer's non-payment of any of the fees or charges set forth in Schedule A Fees and Charges (or any additional fees or charges for services as agreed upon by the Employer and LBS) for a period of thirty (30) days.

(c) Provided the Employer has paid all fees and charges owed to LBS under this Agreement, upon termination of this Agreement and at the request of the Employer, LBS shall (if requested by Employer) use its best efforts to transfer to the Employer (or successor service provider designated in writing by the Employer) such records, reports, data and information necessary for the continued administration of the Continuation Coverage. The cost for transferring records, reports, data and information shall be billed to the Employer at the rate agreed upon the Employer and LBS. If LBS does not receive a request to transfer such records, reports data or information by 12 months after the date this Agreement is terminated, LBS shall have no further duty to retain any records, reports, data and information in its possession relating to the Continuation Coverage.

17. **Notices.** Any notice given to a party under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified



mail return receipt requested, to the address for that party shown below, or to any new address for that party designated by written notice. Any notice that is mailed shall be deemed to have been given on the third business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notwithstanding the preceding, any notice given to a party under the terms of this Agreement may be electronically mailed (with return receipt requested) to the email address that each party specifies in writing (or to any new email address for that party designated by written notice).

If to LBS: Lifetime Benefit Solutions, Inc.  
333 Butternut Drive  
Syracuse, NY 13214  
Attn: President  
Copy to: COBRA Department

If to the Employer: Any notification shall be sent to the Employer's principal place of business address as listed on the first page of this Agreement.

The parties designated for receipt of notices provided via electronic mail and their email addresses are:

If to LBS: [LBSContracts@lifetimebenefitsolutions.com](mailto:LBSContracts@lifetimebenefitsolutions.com)

If to Employer: \_\_\_\_\_

If the Employer contact information listed herein changes, the Employer is required to provide written notification of such change to LBS within thirty (30) days following the effective date of such change.

**18. Legal Counsel.** The Employer will be responsible for obtaining independent legal advice pertaining to any provision of this Agreement, or any obligation that may be imposed upon the Employer pursuant to the Agreement or the Plan (or any other Employer-sponsored benefit).

**19. Severability.** The invalidity or unenforceability of any provision of this Agreement will not in any way affect the validity or enforceability of any other provision.

**20. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York.

**21. Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, understandings, or representations, whether oral or written, by either party.

**22. Amendment; Waiver; Assignment.** No provision of this Agreement will be amended or waived except by a subsequent written document signed by both parties, and this Agreement may not be assigned by either party without the prior written consent of the other, provided, however, that (a) either party may assign its rights and obligations



under this Agreement to any purchaser of all or a substantially all of its assets and (b) LBS may subcontract certain duties to third parties, provided that such subcontracts shall not relieve LBS of any obligations or liability under this Agreement.

**23. Binding Effect.** This Agreement is binding upon, and shall inure to the benefit of the parties and their successors and permitted assigns.

**24. Jurisdiction; Venue.** Jurisdiction of any litigation with respect to this agreement will be in New York, with venue in a court of competent jurisdiction in Onondaga County.

\*\*\*\*\**Balance of Page Intentionally Left Blank*\*\*\*\*\*

\*\*\*\*\**Signature Page to Follow*\*\*\*\*\*



The parties' assent to this Agreement as of the date set forth at the beginning is confirmed by their signatures below.

**Lifetime Benefit Solutions, Inc.:**

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

Print Name: Patricia Mooney

Title: President

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

**TOWN OF BRIGHTON, MONROE COUNTY:**

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

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

Title: \_\_\_\_\_

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

**Schedule A (Rate Sheet)**  
**to**  
**Continuation Coverage Administrative Services Agreement**  
**between**  
**TOWN OF BRIGHTON, MONROE COUNTY and Lifetime Benefit Solutions, Inc.**  
**Effective September 1, 2023**

As of the Effective Date, this Continuation Coverage Administrative Service Agreement applies to the benefits offered under the group health plan sponsored by the Employer that are subject to COBRA.

In addition, Employer wishes LBS to provide the following services pursuant to the Continuation Coverage Administrative Service Agreement:

- State group health plan continuation coverage laws in New York

Notwithstanding the preceding, effective as of the first renewal date (i.e., on the 12-month anniversary of the Effective Date) and for each renewal period thereafter (or at such other times as agreed to by LBS), the Employer may make changes to the benefits for which LBS administers continuation coverage pursuant to this Continuation Coverage Administrative Service Agreement by making changes (i) via the web portal or (ii) in writing delivered to LBS, subject to LBS's agreement. If such changes are made by the Employer and agreed to by LBS, this Continuation Coverage Administrative Service Agreement will only apply to the benefit(s) indicated on the web portal (or pursuant to Employer's written direction) for the applicable period (as specified on the web portal or pursuant to the written direction and as agreed to by LBS). Employer acknowledges and agrees that any changes made by the Employer (regarding the benefits for which LBS administers continuation coverage) may require an adjustment to the fees set forth on this Schedule A. Employer acknowledges and agrees that any such changes in the web portal (or pursuant to its written direction) shall be treated as an amendment to the Continuation Coverage Administrative Service Agreement solely with respect to the covered services and the fees for such services and that all remaining terms and conditions of this Continuation Coverage Administrative Service Agreement shall remain in effect.

As of the date of this Agreement, Brown & Brown of New York, Inc. ("Broker"), is the Broker for the Employer. For the convenience of the Employer, the Employer has directed LBS to send any invoices with respect to the fees identified on this Schedule A to the Broker, until the earliest of the date (1) Broker fails to make timely payment of any invoice; (2) LBS is notified by Employer, in accordance with section 8(d) of this Agreement, of a change of Broker; or (3) Employer directs LBS otherwise. As of the earliest date described in the immediately prior sentence, LBS will direct (i) any unpaid invoices to the Employer for immediate payment and (ii) all future invoices to the Employer. The Employer acknowledges and agrees that the Employer is at all times ultimately responsible for the payment of fees incurred by Employer with respect to services performed by LBS under the terms of this Agreement and to the extent that Broker does not pay such invoices on Employer's behalf, Employer shall be responsible for the payment of all invoices.



### CLIENT SET-UP FEES

Implementation (One-Time Fee)	Waived
(Includes a computer set-up fee of all client plans, rates, and locations)	
Monthly Administration	\$0.80 PEPM w/ Minimum Minimum \$65.00 / Month
Current Qualified Beneficiary Conversion	Waived

Lifetime Benefit Solutions offers several options, allowing the client to elect various types of notification.

### CONTINUATION COVERAGE-SPECIFIC RIGHTS NOTIFICATION

Notification by First-Class Mail  
(Per Qualifying Event and per Qualified Beneficiary) Included in above Monthly  
Administration Fee  
-or-

General Notice Included in above Monthly  
Administration Fee

General Notice to Current Population \$2.00 / Notice  
Open Enrollment Mailing \$5.00 / Mailing

### BILLING

Invoice Remittance System Included in above Monthly  
Administration Fee

### PREMIUM COLLECTION

Qualified Beneficiary Premium Payments Sent to Client Biweekly Included in above Monthly  
Administration Fee<sup>ii</sup>

### ADDITIONAL SERVICES

LBS may also provide services, projects or mailings requested by the Employer and that are not expressly identified within this agreement. In such a case, LBS will provide an advance cost estimate for Employer consideration and approval prior to providing such services.

<sup>i</sup> PE/PM means "per benefit eligible employee per month". This is the monthly fee for each benefit eligible employee. For purposes of this Rate Sheet only, a "benefit eligible employee" means an active employee who has satisfied the Plan's eligibility requirements.

<sup>ii</sup> The Employer has directed LBS to forward the 2% administration fee collected from Qualified Beneficiaries to Broker until the earliest of the date (1) Broker fails to make timely payment of any invoice; (2) LBS is notified by Employer, in accordance with section 8(d) of this Agreement, of a change of Broker; or (3) Employer directs LBS otherwise. As of the earliest date described in the immediately prior sentence, LBS shall forward the 2% administration fee to the Employer.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA"), effective upon execution, is between TOWN OF BRIGHTON, MONROE COUNTY with its principal place of business at 2300 ELMWOOD AVE., ROCHESTER, NY, 14618, ("Organization"), and Lifetime Benefit Solutions, Inc., with a principal place of business at 333 Butternut Drive, Syracuse, NY 13214 ("Business Associate").

Organization and Business Associate are parties to one or more agreements pursuant to which Business Associate has agreed to provide certain services on Organization's behalf ("Agreement").

This BAA supersedes any prior BAA or similar terms incorporated into one or more Agreements between the Organization and the Business Associate.

Organization and Business Associate execute this BAA to comply with the requirements of the implementing regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), otherwise known as the "HIPAA Rules." Specifically, the HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations ("CFR") Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 CFR Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules.

### 1. Privacy of Protected Health Information.

- (a) Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Organization's behalf or receives from Organization (or another business associate of Organization) and to request Protected Health Information on Organization's behalf (collectively, "Organization's Protected Health Information") only as follows:
  - (i) Functions and Activities on Organization's Behalf. To perform functions, activities, services, and operations on behalf of Organization, consistent with the HIPAA Rules, as specified in the Agreement.
  - (ii) Business Associate's Operations. For Business Associate's proper management and administration or to carry out Business Associate's legal

responsibilities, provided that, with respect to disclosure of Organization's Protected Health Information, either:

- A) The disclosure is Required by Law; or
- B) The Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the Protected Health Information, and the person or entity in possession of the Protected Health Information immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached; or
- C) The Protected Health Information is de-identified.

(b) Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of the Organization only the minimum amount of Organization's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate also agrees to follow appropriate minimum necessary policies in the performance of its obligations under this BAA. This minimum necessary requirement does not apply to:

- (i) Disclosure to or request by a health care provider for Treatment;
- (ii) Use for or disclosure to an individual who is the subject of Organization's Protected Health Information, or that individual's personal representative;
- (iii) Use or disclosure made pursuant to an authorization compliant with 45 CFR § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information to be used or disclosed, or by that individual's personal representative;
- (iv) Disclosure to DHHS in accordance with Section 5(a) of this BAA;
- (v) Use or disclosure that is Required by Law; or
- (vi) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 CFR § 164.502(b)(2).

(c) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Organization's Protected Health Information, except as

permitted or required by this BAA or in writing by Organization or as Required by Law. This BAA does not authorize Business Associate to use or disclose Organization's Protected Health Information in a manner that will violate the 45 CFR Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by Organization, except as set forth in Section 1(a)(ii) of this BAA.

(d) Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with applicable law.

(e) Marketing. Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by the Agreement and consistent with applicable law.

(f) Information Safeguards.

(i) Privacy of Organization's Protected Health Information. Business Associate will implement appropriate administrative, technical, and physical safeguards to protect the privacy of Organization's Protected Health Information. The safeguards must reasonably protect Organization's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 CFR Part 164, Subpart E and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

(ii) Security of Organization's Electronic Protected Health Information. Business Associate will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Organization's behalf as required by the Security Rule, 45 CFR Part 164, Subpart C. Business Associate shall implement policies and procedures and meet the Security Rule documentation requirements.

(g) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by Organization to disclose Organization's Protected Health Information, to provide reasonable assurances that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Organization's Protected Health Information that are applicable to Business Associate under this BAA.

2. Compliance with Transaction Standards. If Business Associate conducts in whole or part electronic Transactions on behalf of Organization for which DHHS has established Standards, Business Associate will comply, and will require any subcontractor or agent it

involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 CFR Part 162. Business Associate will not enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Organization that:

- (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- (b) Adds any data element or segment to the maximum defined data set;
- (c) Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
- (d) Changes the meaning or intent of the Standard Transaction’s implementation specification.

### **3. Individual Rights.**

- (a) Access. Business Associate will, within twenty (20) calendar days following Organization’s request, make available to Organization or, at Organization’s direction, to an individual (or the individual’s personal representative) for inspection and obtaining copies Organization’s Protected Health Information in a designated record set about the individual that is in Business Associate’s custody or control, consistent with the requirements of 45 CFR § 164.524.
- (b) Amendment. Business Associate will, upon receipt of written notice from Organization, promptly amend or permit Organization access to amend any portion of Organization’s Protected Health Information in a designated record set, so that Organization may meet its amendment obligations under 45 CFR § 164.526.
- (c) Disclosure Accounting. So that Organization may meet its disclosure accounting obligations under 45 CFR § 164.528:
  - i) Disclosures Subject to Accounting. Business Associate will record the information specified in Section 3(c)(iii) below (“Disclosure Information”) for each disclosure of Organization’s Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Organization or to a third party.
  - ii) Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for the following disclosures of Organization’s Protected Health Information:
    - A) That occurred before April 14, 2003;

- B) For Treatment, Payment or Health Care Operations activities;
- C) To an individual who is the subject of Organization's Protected Health Information disclosed, or to that individual's personal representative;
- D) Pursuant to an authorization compliant with 45 CFR § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information disclosed, or by that individual's personal representative;
- E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of Organization's Protected Health Information disclosed and for disaster relief;
- F) To law enforcement officials or correctional institutions in accordance with 45 CFR § 164.512(k)(5);
- G) For national security or intelligence purposes in accordance with 45 CFR § 164.512(k)(2);
- H) In a Limited Data Set;
- I) Incident to a use or disclosure that Business Associate is otherwise permitted to make by this BAA; and
- J) Otherwise excepted from disclosure accounting as specified in 45 CFR § 164.528.

iii) **Disclosure Information**. With respect to any disclosure by Business Associate of Organization's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

- A) **Disclosure Information Generally**. Except for repetitive disclosures of Organization's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Business Associate must record Disclosure Information as required by the HIPAA Privacy Rule for each accountable disclosure, including but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Organization's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Organization's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Organization), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

C) Disclosure Information for Large Research Activities. For disclosures of Organization's Protected Health Information that Business Associate makes for particular Research involving 50 or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that Business Associate must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of Organization's Protected Health Information disclosed for the Research, (iv) the dates or periods during which Business Associate made or may have made these disclosures, including the date of the last disclosure that Business Associate made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom Business Associate made these disclosures, and (vi) a statement that Organization's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity.

iv) Availability of Disclosure Information. Unless otherwise provided by applicable law, Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to Organization within thirty (30) days following Organization's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

(d) Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Organization makes that either (i) restricts use or disclosure of Organization's Protected Health Information pursuant to 45 CFR § 164.522(a), or (ii) requires confidential communication

about Organization's Protected Health Information pursuant to 45 CFR § 164.522(b), provided that Organization notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Organization will promptly notify Business Associate in writing of the termination or alteration of any such restriction agreement or confidential communication requirement.

#### 4. Privacy Obligation Breach and Security Incidents.

##### (a) Reporting.

- i) **Privacy Breach.** Business Associate will promptly advise the Organization of any use or disclosure of Organization's Protected Health Information not permitted by this BAA or in writing by Organization. Business Associate will provide initial notification to the Organization, following discovery and without unreasonable delay, but in no event later than three (3) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. This obligation to notify shall include any unauthorized acquisition, access, use, or disclosure, even where Business Associate has determined that such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 CFR 164.402(2). Business Associate shall cooperate with Organization in investigating the Breach and in meeting the Organization's obligations under the Breach Notification Regulation and any other security breach notification laws.
- ii) In addition, following the initial notification referenced above, the Business Associate shall report any actual or reasonably suspected Breach to the Organization. Such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will make the report to Organization's Privacy Officer not more than ten (10) business days after Business Associate learns of such non-permitted use or disclosure, or promptly thereafter as information becomes available. Business Associate's report will at least:
  - A) Provide a brief description of what happened, including the date of the breach and the date of discovery of the breach, if known;
  - B) Provide a description of the types of Unsecured Protected Health Information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- C) Identify any steps individuals should take to protect themselves from potential harm resulting from the breach; and
- D) Include a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.

iii) Security Incidents. Business Associate will report to Organization any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Organization's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. If any such security incident resulted in a disclosure of Organization's Protected Health Information not permitted by this BAA, Business Associate must provide the notice and report as required by Section 4(a)(i) and (ii) above.

Notwithstanding the foregoing, the parties hereby agree that this BAA is sufficient notification of the occurrence of multiple, unsuccessful security incidents including but not limited to attempted penetration of Business Associate's firewalls by computer viruses, attempted computer system hacks and other unsuccessful attacks on Business Associate's security and data infrastructure. Business Associate shall provide specific details on any such unsuccessful security incident upon Organization's specific request.

(b) Termination of Agreement.

- i) Right to Terminate for Breach. Either Party may terminate this BAA if it determined that the Other Party has breached a material provision of this BAA and, upon written notice to the Breaching Party of the breach, the Breaching Party fails to cure the breach within a reasonable period of time not to exceed thirty (30) days without the express, written consent of the Non-Breaching Party. The Non-Breaching Party may exercise this right to terminate this BAA by providing the Breaching Party with written notice of termination, stating the failure to cure the breach of the BAA that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in the notice of termination. If for any reason the Non-Breaching Party determines that the Breaching Party has breached the terms of this BAA and such breach has not been cured, but the Non-Breaching Party determines that termination of the Agreement is not feasible, Organization may report such breach to the U.S. Department of Health and Human Services.
- ii) Obligations on Termination.

Upon termination of this BAA for any reason, Business Associate shall return, or at Organization's request, destroy all Protected Health Information that Business Associate still maintains in any form, and shall retain no copies of such Protected Health Information, except that Business Associate may maintain one copy for archival purposes to verify that it provided the services under the contract. If return or destruction is not feasible, Business Associate shall retain the Protected Health Information, subject to all of the protections of this BAA, and shall make no further use of such Protected Health Information.

(c) Indemnity. Either Party ("Indemnifying Party") shall indemnify, hold harmless and defend Other Party and its employees, officers and directors (each an "Indemnified Party") for any third party claim against agents allegedly resulting from any unauthorized use or disclosure of Protected Health Information by the Indemnifying Party's acts or omissions in violation of applicable law or this BAA (each a "PHI Breach Claim"). The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of the Indemnifying Party. The Indemnifying Party shall, at its sole cost and expense: (i) defend the Indemnified Parties from and against such PHI Breach Claim, and (ii) indemnify and hold the Indemnified Parties harmless from any damages or expenses (including reasonable attorney's fees) actually and finally awarded against an Indemnified Party for a PHI Breach Claim, or any settlement of a PHI Breach Claim made in lieu of further litigation.

## 5. Organization's Obligations.

- (a) Organization shall notify Business Associate of Organization's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Organization shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Organization shall notify Business Associate of any amendment or restriction to use or disclosure of Protected Health Information that Organization has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the Protected Health Information.
- (d) Organization shall ensure that any Secured Protected Health Information, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Organization to Business Associate shall be secured by a

technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- (e) Organization shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule, or the HIPAA Final Rule, except as permitted pursuant to the provisions of Section 1 of this BAA.

## **6. General Provisions.**

- (a) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Organization's Protected Health Information available to DHHS to determine Organization's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and the Security Rule.
- (b) **Definitions.** The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 CFR § 160.103. The term "Standard Transaction" has the meaning set out in 45 CFR § 162.103. The term "Required by Law" has the meaning set out in 45 CFR § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 CFR § 164.501. The term "Limited Data Set" has the meaning set out in 45 CFR § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this BAA, Organization's Protected Health Information encompasses Organization's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.
- (c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Organization's Protected Health Information or Standard Transactions, the Agreement and this BAA will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation.

Any other amendment or waiver of this BAA shall require a separate writing executed by the parties that expressly modifies or waives a specific provision(s) of this BAA.



7. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of Agreement. All non-conflicting terms and conditions of Agreement remain in full force and effect.

8. No Third Party Beneficiaries. Organization and Business Associate agree that there are no intended third party beneficiaries under, or other parties to, this BAA.

9. Governing Law; Jurisdiction; Venue. This BAA will be governed by and construed in accordance with the laws of the State of New York. Any action brought under this BAA will be brought in a court of competent jurisdiction venued in the County of Onondaga, State of New York.

*\*\*\*Balance of page intentionally left blank\*\*\**

*\*\*\*Signature page to follow\*\*\**



IN WITNESS WHEREOF, Organization and Business Associate execute this BAA in multiple originals to be effective on the last date written below.

**Lifetime Benefit Solutions, Inc.:**

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

Name: Patricia Mooney \_\_\_\_\_

Title: President \_\_\_\_\_

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

**TOWN OF BRIGHTON, MONROE COUNTY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

December 18, 2024

The Honorable Town of Brighton Board  
Finance and Administrative Services Committee  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Extension of P Parker Consulting Agreement

Dear Finance and Administrative Services Committee & Town Board Members:

In June of 2023 an agreement was signed with Paula Parker, Former Director of Finance, for consulting services through December 31, 2023. Through November 30, 2023, Paula Parker billed 10.25 hours for services. Extending the date will allow for addressing questions that may arise during the 2023 audit season. The request is to extend that agreement date through June 30, 2024.

Sincerely,

***Earl Johnson***

Earl Johnson  
Director of Finance

## A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_ day of January, in the year 2024, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Paula Parker, residing at 146 Lake Street, Perry, New York 14530 hereinafter referred to as the "Contractor".

## W I T N E S S E T H

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services for the Town of Brighton: Provide telephone and electronic consultation, special project work, advice, support, training, analysis, and in person meetings to support the Town Finance Director and Assistant Director or other Town staff on an as needed basis to be determined by the Town.

2. The term of this agreement shall be from January 1, 2024 to June 30, 2024. This contract may be terminated by either party immediately upon written notice to the other party, and may be extended upon the mutual consent of the parties hereto. The number of hours that Contractor shall devote to providing services hereunder shall be determined by mutual consent of the Contractor and the Town.

3. The Town hereby agrees to pay the Contractor at a rate of Seventy-two and 00/100 Dollars (\$72.00) per hour, in full satisfaction of all expenses and compensation due the Contractor. If the Contractor is requested to attend in person meetings or other matters at Town Hall, Contractor shall be entitled to a minimum

charge of four hours. The Town will provide the Contractor with the use of her current Town provided laptop computer, access to the Town computer network and e-mail address and privileges.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Director of Finance, or by his/her designee, audited by the Director or Acting Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid based on the hours satisfactorily worked by Contractor prior to termination of this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds available therefor.

6. The Contractor agrees that she will not assign, transfer, convey, sublet or otherwise dispose of this contract or her right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that she will conduct herself consistent with its status, said status being that of an independent contractor, and that she will not hold herself out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out her activities under the terms of this agreement that she shall not discriminate against any person due to such person's race, color, creed, sex, sexual orientation or national origin, and that at all times she will abide by the applicable provisions of the Human Rights Law of the

State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Town agrees to indemnify, defend and hold the Contractor harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Contractor arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement other than claims arising from acts constituting gross negligence or willful or intentional injury to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**TOWN OF BRIGHTON**

By: \_\_\_\_\_  
William M. Moehle  
Supervisor

Dated: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Paula Parker

Dated: \_\_\_\_\_



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

December 18, 2023

The Honorable Town of Brighton Board  
Finance and Administrative Services Committee  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Extension of S Zaso Consulting Agreement

Dear Finance and Administrative Services Committee & Town Board Members:

In June of 2023 an agreement was signed with Suzanne Zaso, Former Assistant Director of Finance, for consulting services through December 31, 2023. Through November 30, 2023, Suzanne Zaso billed 47.00 hours for services (29.00 finance & 18.00 personnel). Extending the date will allow for addressing questions that may arise during the 2023 audit season as well as allow for assistance updating employment policies. The request is to extend that agreement date through June 30, 2024.

Sincerely,

*Earl Johnson*

Earl Johnson  
Director of Finance

## A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_ day of January, in the year 2024, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Suzanne Zaso, residing at 22 Coyote Run, Spencerport, New York 14559 hereinafter referred to as the "Contractor".

## W I T N E S S E T H

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services for the Town of Brighton: Provide telephone and electronic consultation, special project work, advice, support, training, analysis, and in person meetings to support the Town Finance Director and Assistant Director or other Town staff on an as needed basis to be determined by the Town.

2. The term of this agreement shall be from January 1, 2024 to June 30, 2024. This contract may be terminated by either party immediately upon written notice to the other party, and may be extended upon the mutual consent of the parties hereto. The number of hours that Contractor shall devote to providing services hereunder shall be determined by mutual consent of the Contractor and the Town.

3. The Town hereby agrees to pay the Contractor at a rate of Seventy-two and 00/100 Dollars (\$72.00) per hour, in full satisfaction of all expenses and compensation due the Contractor. If the Contractor is requested to attend in person meetings or other matters at Town Hall, Contractor shall be entitled to a minimum

charge of four hours. The Town will provide the Contractor with the use of her current Town provided laptop computer, access to the Town computer network and e-mail address and privileges.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Director of Finance, or by his/her designee, audited by the Director or Acting Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid based on the hours satisfactorily worked by Contractor prior to termination of this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds available therefor.

6. The Contractor agrees that she will not assign, transfer, convey, sublet or otherwise dispose of this contract or her right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that she will conduct herself consistent with its status, said status being that of an independent contractor, and that she will not hold herself out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out her activities under the terms of this agreement that she shall not discriminate against any person due to such person's race, color, creed, sex, sexual orientation or national origin, and that at all times she will abide by the applicable provisions of the Human Rights Law of the

State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Town agrees to indemnify, defend and hold the Contractor harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Contractor arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement other than claims arising from acts constituting gross negligence or willful or intentional injury to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**TOWN OF BRIGHTON**

By: \_\_\_\_\_  
William M. Moehle  
Supervisor

Dated: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Suzanne Zaso

Dated: \_\_\_\_\_