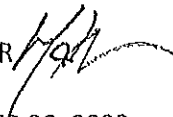


TOWN OF HARRISON
COMPTROLLER'S OFFICE

E-9

TO: RICHARD DIONISIO, SUPERVISOR AND MEMBERS OF THE TOWN BOARD

FROM: MAUREEN MACKENZIE, COMPTROLLER



RE: TOWN BOARD MEETING OF NOVEMBER 29, 2023

DATE: NOVEMBER 20, 2023

The following requires a Town Board resolution:

To approve the annual contract with PinnacleCare. PinnacleCare is a patient advocate and health navigation service that helps families obtain access to a better healthcare experience.

The fee for this service is currently being paid by our benefits advisor Alera Group, so there is no fee being paid by Harrison for this service.

The contract has been reviewed by the Law Department and has been found to be in order.

Kindly authorize the Supervisor to execute said contract.

Respectfully submitted.



PINNACLECARE

PinnacleCare
Service Agreement

BUSINESS PROFILE

Employer name:		Federal tax ID number 13-8007295	
Town of Harrison			
Street Address 1 Helman Place	City Harrison	State NY	Zip code 10528
Employer phone number 914-670-3087			

Name of Human Resources / Employee Benefits contact Deb Scocchera		Title of contact Human Resources	
Contact phone number 914-670-3087	E-mail address dscocchera@harrison-ny.gov		

Name of agency / broker firm Alera Group	
Name of agent / broker Laura Lively	E-mail address laura.lively@alera-group.com

KEY TERMS

Effective date (the "Effective Date") (mm/dd/yyyy):	October 1, 2022
Agreement term:	12 months
Base fee:	\$ 3.75 PEPM

Selection of additional service options:	
Extended Care option for an additional \$ PEPM	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Bill Resolve option for an additional \$ PEPM	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Total fee:	\$ 3.75 PEPM
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A \$2,500 case savings rate will be applied to all cases resulting in an access or treatment outcome. An access or treatment outcome relates directly to services that allow Members to have better or more timely access to healthcare expertise. The access or treatment case savings rate is derived from clinical research studies that detail savings from care provided by top specialists and medical centers, expedited access to care, and productivity savings attributable to those utilizing services. Access or treatment outcomes includes:

- Expedited Consultation
- Facilitated Access
- Delivered Expert Physician Opinion
- Provided Expert Referral
- Transferred Care to COE
- Transferred Care to Expert

Addendum B – RETURN ON INVESTMENT PERFORMANCE GUARANTEE

To be eligible for the Performance Guarantee you must have a minimum of 1,000 employees eligible to receive Services under the Agreement as of the Effective Date.

Subject to a minimum utilization rate of 1.0% (exclusive of benefits navigation and bill review cases), PinnacleCare will guarantee that the total calculated cost savings will yield overall savings of a minimum of 1:1 of the fees paid over 36 consecutive months of service.

If the 1:1 savings guarantee is not met, then at the end of your 36 consecutive months of service, we shall credit (or refund) you an amount equal to the difference between actual fees paid and the savings amount realized over the continuous service period. PinnacleCare shall determine whether a Performance Guarantee is payable, and its determination shall be final and conclusive.

To qualify for the Performance Guarantee you must:

- Maintain the PinnacleCare service for 36 consecutive months from your Initial Effective Date;
- Provide eligibility files on the schedule agreed upon during the Implementation process; and
- Distribute PinnacleCare employee engagement communications at least once per quarter (outside of initial welcome communications) during the 36 consecutive months of service, as outlined in Section 9 of the Agreement.

A \$13,000 case savings rate will be applied to all cases resulting in a significant treatment outcome. A significant treatment outcome relates directly to a change in care and/or cost avoidance savings. The value of the significant treatment outcome case savings is derived from an analysis of PinnacleCare's outcome data across its book of business and an external cost avoidance review. Significant treatment outcomes with a \$13,000 case savings rate includes:

- Avoided Surgery
- Avoided Unnecessary Testing
- Change in Diagnosis
- Change in Diagnostic Strategy
- Change in Surgery
- Change in Treatment
- Confirmation of Diagnosis / Treatment

Addendum A - SCHEDULE OF SERVICES

If an Eligible Member needs a Service during the term of this Agreement, the following services are available to the Eligible Member on an unlimited basis with any specific Service being provided at the discretion of the PinnacleCare medical team: Expert Medical Opinion, Treatment Decision Support, and Provider Search and Matching.

Advisory Support Services include, but are not limited to, the full scope of advisory support which may include medical record collection, review and transfer of medical records, medical research report; physician referral report; decision support including providing recommendations on next steps; appointment facilitation, remote written expert second opinions, and virtual consultations via a remote video/telephonic consult.

Benefit Navigation includes, but is not limited to, educating Eligible Members on the PinnacleCare benefits available to the Eligible Member and how and when to access them. In addition, PinnacleCare will refer Eligible Members to existing vendor partners where appropriate.

If we determine that an Eligible Member's circumstance is not suitable for the above services, we will inform the Eligible Member of other options outside of PinnacleCare which may include:

- Helping educate the Eligible Member on other resources available to the Eligible Member through the Eligible Member's benefits of which he or she may be unaware.
- Providing education on options for the Eligible Member's circumstances.
- Sending information on helpful websites, literature, and other resources.

Extended Care (buy-up option)

PinnacleCare will provide Advisory Support Services to the parents, parents-in-law, and adult children over 26 of employees entitled to receive PinnacleCare services under this Agreement.

Bill Resolve (buy-up option)

PinnacleCare will provide Eligible Members with medical bills greater than \$800 with insurance bill negotiation assistance which includes reviewing charges billed to the Eligible Member by healthcare facilities, physicians and other health care providers, with the purpose of negotiating a reduction in the cost of the treatment or extending amounts due over a longer period of time.

PO Box 219847
Kansas City, MO 64121

Phone: 410-752-1712

PinnacleCare is a member of the Sun Life family of companies. PinnacleCare and its employees do not diagnose medical conditions, recommend treatment options or provide medical care, and any information or services provided should not be considered medical advice. Any medical decisions should be made only after consultation with and at the direction of your medical provider. Any person or entity who provides health care services following a referral or other service provided does so independently and not as an agent or representative of PinnacleCare.

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PCFM-11111 (Rev. 07/22)

PinnacleCare Service Agreement

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11/10/2200/20/2200/20/2200/30/22

(b) Our failure to enforce, at any time, any of the provisions, conditions or requirements of this Agreement, or the failure to require, at any time, performance by you of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect our ability to enforce each and every such provision thereafter. Any and all waivers by us of any provision, condition or requirement of the terms of this Agreement shall only be effective against us if such waiver is in writing signed by an authorized officer of PinnacleCare, and any such written waiver will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

(c) This Agreement constitutes the entire agreement between you and us and supersedes all previous and contemporaneous agreements and understandings, whether oral or written relating to the subject matter of the Agreement. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be deemed modified with retroactive effect to render such provision valid and enforceable to the maximum extent permissible so as to give effect to the parties' intent, and the remainder of the terms of the Agreement will continue in full force and effect.

~~(d) The laws of the State of Maryland (irrespective of its choice of law principles) shall govern this Agreement. The laws of the State of New York (irrespective of its choice of law principles) govern this Service Agreement, including its validity, construction, interpretation and enforcement. For resolution of all matters involving the Service Agreement, you irrevocably (i) consent and agree to (A) the exclusive jurisdiction of the United States District Court for the Southern District of New York, and to the service of process for it and on its behalf, if a basis exists for federal jurisdiction, or (B) the exclusive jurisdiction of the Westchester County Supreme Court, and to the service of process for it and on its behalf, if a basis does not exist for federal jurisdiction, and (ii) waive any right to object to the maintenance of a suit in any such court on the basis of improper venue or inconvenience of forum. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO SUCH MATTERS.~~

~~(4)~~

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(e) All notices, communications and inquiries from you to us regarding this Agreement must be sent by e-mail to communications@pinnaclecare.com.

(f) Communications and inquiries by us to you regarding this Agreement may be made by e-mail and directed to the e-mail address set forth in the Profile.

CONTACT INFORMATION

PinnacleCare International

PinnacleCare is a member of the Sun Life family of companies. PinnacleCare and its employees do not diagnose medical conditions, recommend treatment options or provide medical care, and any information or services provided should not be considered medical advice. Any medical decisions should be made only after consultation with and at the direction of your medical provider. Any person or entity who provides health care services following a referral or other service provided does so independently and not as an agent or representative of PinnacleCare.

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Sun Life and the globe symbol are trademarks of Sun Life Assurance Company of Canada.

- (i) You agree to indemnify and hold harmless PinnacleCare, our employees, agents, officers, directors, stockholders, partners, members, affiliates, successors and assigns, from and against any and all actions, suits, proceedings, investigations, demands, claims, judgments, liabilities, obligations, fines, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") based upon, resulting from, arising out of, or in any way relating to (i) your breach of this Agreement; and/or (ii) any misrepresentation of the Services by you to any Eligible Member.
- (j) We agree to indemnify and hold harmless you, your employees, agents, officers, directors, stockholders, partners, members, affiliates, successors and assigns, from and against any and all Losses based upon, resulting from, arising out of, or in any way relating to our breach of this Agreement.

8. Ownership Rights.

All of our trademarks, trade names, copyrighted material and any other intellectual property rights will remain, at all times, our exclusive property, and you may not appropriate or use such property without our prior written consent.

9. Implementation, Marketing and Communications

Our Implementation team will manage the implementation of the PinnacleCare service. You agree to provide us with a primary Human Resources/Employee Benefits contact to ensure a successful implementation.

As part of the implementation process, you agree to deliver at least one initial welcome communication to Eligible Members at the beginning of the Initial Term, and to send or allow us to send subsequent communications no less than once each quarter. We will provide recommendations for each communication, including content to support your digital communications, webinars, training, and employee events, as well as options for us to communicate with Eligible Members directly, with your approval. If you would like members to be mailed communications, you will be required to pay any costs associated with the mailing such as printing and postage.

10. Miscellaneous

- (a) Your participation in this Agreement is non-assignable and nontransferable, and you may not assign or delegate any of your rights or duties under the Agreement, directly or indirectly, to any person or entity without our prior written consent, and any act in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be binding upon, and will inure to the benefit of, you and us, and your and our respective successors and assigns. Nothing contained in this Agreement shall be deemed to confer any rights or benefits upon any third parties.

- (d) We will not be liable, obligated or responsible for: (i) the availability, quantity, quality or results of any Health Care received by any Eligible Member, or for any failure to obtain Health Care, (ii) any negligence, error or omission, or malpractice, or any other action or inaction of any person or entity providing Health Care to any Eligible Member, and/or (iii) payment or collection of any charges, claims, bills, fees, costs, expenses or any other amounts incurred by or on behalf of you and/or any Eligible Member in connection with any Health Care (all of which are the sole responsibility of you and/or the Eligible Member).
- (e) WE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANY OF THE SERVICES PROVIDED TO YOU AND/OR ELIGIBLE MEMBERS AND ALL SUCH SERVICES ARE PROVIDED "AS IS," WITHOUT LIMITING THE FOREGOING, WE HEREBY SPECIFICALLY DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES.
- (f) WE WILL NOT BE LIABLE, OBLIGATED OR RESPONSIBLE TO YOU AND/OR ELIGIBLE MEMBERS OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, COST OF CAPITAL, AND OTHER LOSS, REGARDLESS OF WHETHER WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES, IF ANY OF THE SERVICES DO NOT CONFORM TO THE STANDARDS OF PERFORMANCE, IF ANY, SET FORTH IN THIS AGREEMENT, OUR SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO (A) REPERFORMANCE OF SUCH NONCONFORMING SERVICES AT NO ADDITIONAL COST TO YOU AND/OR ELIGIBLE MEMBERS, OR (B) REFUND TO YOU OF THAT PORTION OF THE ELIGIBLE MEMBER'S FEE ALLOCABLE TO SUCH NONCONFORMING SERVICES. IN NO EVENT WILL OUR LIABILITY TO YOU AND/OR ELIGIBLE MEMBERS OR ANY OTHER PERSON, REGARDLESS OF FORM OR THE NUMBER OF ACTIONS, EXCEED THE AMOUNTS RECEIVED BY US FROM YOU UNDER THIS AGREEMENT.
- (g) We will not be liable, obligated or responsible for any cessation, interruption or delay in the provision or procurement of any Services due to causes beyond our reasonable control such as, without limitation, fire, flood, earthquake or other natural disaster, act of God, war or armed conflict (whether or not officially declared), strikes, labor difficulties, riot, civil disturbance, accident, disruption of the public markets or the failure of any supply, transportation, telecommunications, power or other essential commodities or services.
- (h) The relationship between you and us is not a joint venture, association, partnership, agency or similar relationship (each, a "Partnering Relationship"), and no liabilities, obligations or responsibilities will be imposed on you or us based upon a Partnering Relationship.

5. Term

The Initial term of the Agreement begins on the Effective Date set forth in the Key Terms section of the form above (the "Effective Date") and continues for the length of time noted in it (the "Term"). Upon expiration of the Term and any subsequent Term, the Agreement may be renewed and extended automatically renews for an additional 12 months (each, a "Term") upon written agreement by the parties, unless you provide us with written notice at least thirty days prior to the end of a Term that you are terminating the Agreement at the end of the Term.

If this Agreement terminates, we will continue to provide Services to any Eligible Member receiving Services until the engagement is complete.

6. Confidentiality of Eligible Member Information

Our policies regarding the confidentiality of Eligible Member Information are set forth in our Notice of Privacy Practices, a copy of which is available upon request.

7. Limitations

- (a) We are not: (i) an insurance broker, insurance underwriter, insurer, reinsurer, reinsurance intermediary, payor, health maintenance organization or other managed care company, health or employee benefit plan or third party administrator, fiduciary or plan administrator; (ii) a provider of health care; or (iii) an agent or representative of (nor otherwise acting on behalf of) any of the foregoing. In addition, no person or entity who provides health care to any Eligible Member in connection with, or as a result of, this Agreement, nor any other provider of products, services or treatment to any Eligible Member, is our agent or representative, or is otherwise acting on our behalf.
- (b) Each Eligible Member is responsible for providing us with full clinical information and medical history about such Eligible Member. All medical and other information must be provided to us in the English language. In no event will we have any liability, obligation or responsibility to translate (or with respect to any translation of) any medical or other information. We will be entitled to rely upon, and assume the accuracy and completeness of, all medical and other information which any Eligible Member, or health care provider for any Eligible Member, or any other person or entity, provides to us. Our ability to provide the Services to Eligible Members depends upon the accuracy and completeness of all such information.
- (c) In no event will we have any liability, obligation or responsibility (or otherwise be considered) to provide any diagnosis of, or related to, any Eligible Member's medical conditions or illnesses, or to provide any related treatment, products, or services (all diagnoses, treatment, or related medical care, products, or services are collectively referred to herein as "Health Care"). All such Health Care shall be the sole responsibility of the Eligible Member's health care provider(s).

PinnacleCare Service Agreement

This PinnacleCare Service Agreement (the "Agreement") is by and between Pinnacle Care International, LLC ("PinnacleCare") and the employer ("Employer") identified in the Business Profile above ("Profile").

1. Definitions

(a) "You" and "your" means and refers to the Employer.

(b) "We", "us", and "our" means and refers to PinnacleCare.

(c) "Eligible Member" means and includes:

each of your employees and their dependents satisfying the eligibility requirements set forth in the Eligibility Election section of the form above and/or named by you or your Broker as an Eligible Member on the eligibility file submitted by you or your Broker to us on or about the Effective Date or on any supplemental eligibility file submitted on a monthly or quarterly basis after the Effective Date;

(d) "Broker" means your group benefits broker.

2. Participation

(a) Eligible Members are eligible to receive the Services provided by us under this Agreement.

(b) Eligible Members are required to agree to the Eligible Member Terms and Conditions before the Eligible Member is entitled to receive a Service.

3. Services

We will make available to Eligible Members the services (each individually a "Service" and collectively the "Services") set forth in the Schedule of Services in Addendum A.

4. Fees

(a) In exchange for providing Services to Eligible Members, you agree to pay us the fee set forth in the Key Terms section of the form above.

(b) We will send you an invoice monthly. Full payment is due and payable on or before the due date set forth in the invoice (the "Due Date"). Unpaid balances over 60 days past due are subject to interest charges accruing at the rate of 8% per annum.

(c) We review market rates and utilization annually. Upon the expiration of any Term, we reserve the right to increase the fee.

ELIGIBILITY ELECTION

Please indicate who is eligible to receive PinnacleCare services

Total employee count.....

Please indicate the employee types included in the total above:

Active employees (select one):

- ☐ All active employees and their dependents
☒ Only active employees and their dependents enrolled in your medical plans

Retirees (select all of those that apply):

- ☐ None
☒ Medicare primary retirees and their dependents
☒ Pre-Medicare retirees and their dependents

If other employee types are included in the total above, please explain:

If you select Extended Care under Key Terms, an employee's parents, parents-in-law, and adult children over 26 will also be able to access PinnacleCare services.

An eligibility file is required for delivery of PinnacleCare services. Acceptable formats and timing will be discussed during implementation.

Your eligibility elections will not apply to any product or service with Sun Life Assurance Company of Canada.

SIGNATURES

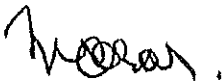
By signing below, the employer identified above ("Employer") represents and/or agrees that:

- It has read the PinnacleCare Service Agreement ("Agreement") and agrees to its terms.
- The information provided is accurate and complete to the best of its knowledge.
- The person signing below is authorized to sign on behalf of the Employer.
- It will collect any amount paid by employees toward the fee owed by the Employer.
- Providing incomplete, inaccurate or untimely information may impact the fee and/or the right to receive services under the Agreement.

By its duly authorized representative,

X 

Title



Date

11-15-2020

Please e-mail the signed Service Agreement to your PinnacleCare sales specialist.