



MINUTES
BOARD OF FIRE COMMISSIONERS
Regular Meeting – Tuesday, September 22nd, 2020

ATTENDEES: Chairman Marc Komorsky
Commissioner Stephen Piehler (absent)
Commissioner Richard Sassi
EMS Admin Michael Benenati
Secretary Bria Le
Commissioner Bob McCord
Commissioner George Burns
Chief Tim O'Connor
Treasurer Mark Pozniak

At 6:07 pm, Chairman Marc Komorsky called the Board of Fire Commissioners regular meeting for Tuesday, September 22nd, 2020, to order and led the Pledge of Allegiance. He welcomed everyone and thanked them for attending the meeting.

MINUTES: 9/8/20 Regular Meeting

Upon a MOTION made by Commissioner McCord and SECONDED by Commissioner Burns, the Board RESOLVED to accept the minutes from 9/8/20. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

CORRESPONDENCE: (none)

ROOM USE REQUESTS: (none)

REPORTS: (by officers present)

• **Treasurer –**

Treasurer Mark Pozniak presented three options for the Board to review and select from for a proposed 2021 budget. He reviewed the differences between the options and explained the contingency line in the third one. Lengthy discussion followed regarding anticipated COVID costs and keeping the budget as low as possible while still being realistic as to the expenses. Pozniak said if the Board would prefer the Board could choose an option between B and C that would include the contingency and be an increase of 4.71%. Further discussion followed.

Upon a MOTION made by McCord and SECONDED by Burns, the Board RESOLVED to adopt the middle B plan plus the contingency (see attached). McCord – Aye, Burns – Aye, Sassi – Nay, Komorsky – Aye. **Motion Carried.**

• **Chief –**

VEHICLES: Chief Tim O'Connor said that he is still working with FF/Mechanic Frazier on the list of needed repairs for the vehicles. O'Connor noted that more equipment has been removed from 47-62. Next he said that 47-72 was sent to VCI for warranted repairs on the shoreline and also side door issues.

BoFC Regular Meeting 9/22/20

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY AND open for public viewing and/or listening via the video conferencing platform Zoom, as per recent NYS Executive Order #202.1 (Continuing Temporary Suspension and Modification of Laws Related to the Disaster Emergency).



LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



GRANTS: O'Connor said that he will work more with Pozniak on grants. He noted that the supplement to the AFG hasn't come out yet, but that he plans on working to fix issues on other grants that the District hasn't succeeded in getting in the past.

BUILDINGS: Chief O'Connor reported that a Govdeals account has been set up so the surplus equipment at the shop can put up for sale. Short discussion followed regarding the need to declare the equipment surplus.

Next O'Connor reviewed the items discussed during the Building Committee meeting. He noted that the Station 2 roof has to be addressed but any work at Station 1 is tricky due to the asbestos that need to be removed. Lengthy discussion followed regarding the asbestos removal at Station 1 and the other work that needs to be done in each building.

O'Connor informed the Board that some of the gym equipment would be moved to Station 1 later in the week and that he would get information on fixing the heat in the Ready Room. Lengthy discussion followed regarding the Ready Room work, whether the asbestos remediation would have to be done before the Station 1 bathroom work, and other repair items that are needed.

MEMBERSHIP: Chief O'Connor said that he has said he had an opportunity to meet with the other fire companies and that there would be some shifting of duties for the Volunteer Membership Committee.

GRANTS: O'Connor noted that sat through another webinar about the grant process and arranged to meet again with Pozniak to work on the grant submissions.

SAFETY DAY/FIRE PREVENTION: The Chief noted that the Safety Officer Nate Herring-Trott submitted a budget for fire prevention activities. He said that Herring-Trott recommended cancelling Safety Day due to gathering restriction and that Herring-Trott adjusted the budget to increase the quality and quantity of take home materials for students.

EXECUTIVE SESSION: Chief O'Connor said that he had one item for Executive Session regarding contractual issues.

- **EMS Administrator** – *(no report)*
- **Department** – *(no report)*
- **Union** – *(no report)*

OLD BUSINESS/UNRESOLVED ITEMS:

- **Building Repairs/Repair Requests** – Komorsky noted that he and Burns met with Rabco Construction to discuss the Station 2 roof and said that the District will need an engineer to guide the project due to the size of the roof. Short discussion followed about the roof.

Next Komorsky reported that he keeps getting notified that the Firehouse Software is painfully slow and asked if there was a way to fix it. Discussion followed regarding when the District could switch to the new ESO Firehouse version.

- **Physicals RFP** – Commissioner Sassi said that the RFP successfully deals with the costs of the physicals, but brought up his concern about the discretion of the doctors to make decisions. He said he would feel more comfortable if the District had a policy about the physicals. Lengthy

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discussion followed regarding the issues with getting documentation from a personal physician, the need to meet NFPA standards, and physical requirements in the union contract.

Upon a MOTION made by Sassi and SECONDED by McCord, the Board RESOLVED to put out the Physicals RFP with Mr. Hekle's comments (RFP attached). Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

NEW BUSINESS:

- **Firefighter Assistance Program** – Komorsky reviewed the contract for the Firefighters Assistance Program with The Workplace.

Upon a MOTION made by Burns and SECONDED by Sassi, the Board RESOLVED to approve the FAP Agreement from The Workplace for \$1495.00 (agreement attached). Burns – Aye, McCord – Abstain, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

- **WiFi Equipment Replacement** – Komorsky asked Jeff Lenkowski to review the equipment upgrade requested for Stations 1 and 3. Lenkowski noted that the current equipment is over 6 years old and is outdated technology. He said it will cost a lot less to replace the equipment than to renew the current contract on the old equipment and the new equipment will provide better range and better speeds. Lengthy discussion followed regarding the Wi-Fi at Station 2.

Upon a MOTION made by Burns and SECONDED by McCord, the Board RESOLVED to approve the replacement of existing (Wi-Fi) equipment at Stations 1 & 3 with the same technology that is at Station 2 for a total cost of \$1250.00. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

Upon a MOTION made by McCord and SECONDED by Burns, the Board approved adding an additional access point in Station 3's meeting room for \$300. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

- **TIC Quotes** – Chief O'Connor informed the Board that Lt. Zittel has been working on the replacement of the thermal imaging cameras as the current ones are over ten years old and starting to have issues. Short discussion followed regarding the benefits of the cameras and the last time they were purchased.

Upon a MOTION made by McCord and SECONDED by Sassi, the Board RESOLVED to purchase four cameras pending additional quotes are obtained. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

ABSTRACT: \$112,515.89

Upon a MOTION made by McCord and SECONDED by Burns, the Board RESOLVED to pay the bills for the abstract of \$112,515.89 for the month of September. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

PUBLIC COMMENTS:

Anthony Pignataro said there was a lot of good discussion and asked about the building reserve account and Pozniak explained that big ticket repair items would come from the reserve account and are not part of the operating budget. Short discussion followed regarding permissive referendums and spending from the

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reserve funds. Pignataro asked if there were any options at Firehouse 1 for the asbestos work to be delayed and Komorsky said that there weren't.

Next Pignataro said he thought the Physical RFP discussion was interesting and asked why some people have to resign for not passing their physical while others can resolve the issue. Komorsky said it was either due to people not following up with their personal doctor or their personal doctor not clearing them. Further discussion followed regarding the process when a person has to follow up with their personal physician. Pignataro asked about the separate approval of the FAP when most invoices are not done that way and Komorsky explained that the FAP agreement was a contract that had to be approved annually and a short discussion followed.

Pignataro then noted that he sees day to day that everyone works to provide the services at a reasonable rate and that he generally doesn't have a problem with the proposed budget, but as a taxpayer and from a public relations point of view he recommended trying to find something in the middle of the 3% and the proposed budget. He also noted that he understands that there isn't a lot of wiggle room in the budget and that he believes the Board does try to keep expenses reasonable. Discussion followed regarding a projected amount so far for COVID expenses in the current year and the next. Further discussion followed regarding how the projected salary figures are calculated.

EXECUTIVE SESSION:

At 7:58 pm, upon a MOTION made by McCord and SECONDED by Burns, the Board RESOLVED to go into Executive Session to discuss one contractual item from the chief, one contractual item from the chairman, and two brief personnel items from the secretary. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky – Aye. **Motion Carried.**

OPEN SESSION & ADJOURNMENT:

At 8:37 pm, the Board resumed Public Session.

Upon a MOTION made by McCord and SECONDED by Burns, the Board RESOLVED to adjourn the meeting. Burns – Aye, McCord – Aye, Sassi – Aye, Komorsky - Aye. **Motion Carried.**
Respectfully submitted,

Bria Le – District Secretary

Approved by the Board of Fire Commissioners on 10/13/20

BoFC Regular Meeting 9/22/20

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VENDOR	Amount Due	PO #	Due Date	9/22/2020
A-1 Auto & Pool Supplies	\$ ✓ 119.99	9926		Floor Mats
A-1 Auto & Pool Supplies	\$ ✓ 15.15	9929		Shop Supplies
A-1 Auto & Pool Supplies	\$ ✓ 181.50	9936		Vehicle Reparts & Shop Supplies
A-1 Lawn Mower ✓	\$ ✓ 48.99	5134		Parts for Sta 2 weed eater
Ameritas Life Ins Corp ✓	\$ ✓ 6,141.68	9952		Dental Insurance
Bottini Fuel ✓	\$ ✓ 1,237.25	9946		Diesel & Propane delivery
Central Hudson	\$ ✓ 265.84	9927		Mechanics Shop & Sta 3 generator
Central Hudson	\$ ✓ 1,359.80	9933		Sta 2 Electric
Central Hudson	\$ ✓ 754.53	9939		Sta 3 Electric
Cryo Weld	\$ ✓ 91.01	9923		Cylinder Refill
Cryo Weld	\$ ✓ 34.00	9924		Service Call Extinguishers
Cryo Weld	\$ ✓ 48.77	9949		Cylinder Refill
D. Silvestri Sons, Inc ✓	\$ ✓ 259.49	9942		Air Handler leaking water repair
HO Penn Machinery Co ✓	\$ ✓ 4,641.29	9934		Sta 3 Generator Repair
Kosco Heritage ✓	\$ ✓ 140.14	9931		Fuel Oil Sta 3
Kussmaul Electronics ✓	\$ ✓ 326.30	9918		Super Smart Phone for ambulances
Magna 5 ✓	\$ ✓ 484.41	9930		Local & Long Distance
Manpower	\$ ✓ 750.98	9928		Personnel Work
Manpower	\$ ✓ 625.81	9950		Personnel Work
Mass Mutual ✓	\$ ✓ 842.50	9932		Career Life Insurance
Medical Warehouse	\$ ✓ 175.84			EMS Supplies
Medical Warehouse	\$ ✓ 300.17			EMS Supplies
Meridian Medical Technologies ✓	\$ ✓ 4,270.85	9904		EMS Supplies
Municipal Emergency Services ✓	\$ ✓ 1,491.80	5136		Fire Truck Vehicle Parts
Murphy's Sand & Gravel ✓	\$ ✓ 250.00	5137		Pump out waste tank Station 2
NYS Employee Health Benefits	\$ ✓ 76,994.36	9925		Employee Health Benefits
Pleasant Valley Service Center (Fleet Pride)	\$ ✓ 1,443.51	5138		Service Work 47-55
Redemption Mechanical Inc. ✓	\$ ✓ 4,200.00	9951		Install of Ice maker Sta 2
Serpro of NW & SE Dutchess ✓	\$ ✓ 1,649.92	9947		Building Cleaning
ShelterPoint Life Insurance ✓	\$ ✓ 973.98	9944		Career Life Insurance
Staples ✓	\$ ✓ 386.19	9945		Office Supplies
Steve VanBuren ✓	\$ ✓ 400.00	9941		Hazmat Training class
Superior Telephone ✓	\$ ✓ 146.15	9940		Telephone Repair
SW LaGrange Fire Co. #3 ✓	\$ ✓ 650.00	5145		Chief Ward Retirement Luncheon
Verizon Conference ✓	\$ ✓ 26.07	9948		Conference calls
Verizon Fios ✓	\$ ✓ 141.98	9937		Cable & Internet Service
Verizon Wireless ✓	\$ ✓ 28.08	9938		Apparatus & Smartphone Service
VESO Life ✓	\$ ✓ 317.56			Volunteer Life Insurance

TOTAL SUBMITTED	\$ 112,215.89	Date:	Commissioner Signatures:
changes listed:		9/22/20	
		9/22/20	
TOTAL APPROVED		9/22/20	
KEY:		9/22/20	
pre-paid		9/22/20	
Paid			

LaGrange Fire District
2021 Proposed Budget

	Adopted	Proposed		Adopted
	2020	2021		2021

Estimated Revenues

1001 · Real Property Taxes	7,647,799	8,007,641	4.71%	-100.00%
2401 · Interest and Earnings	52,500	35,000	-33.33%	-100.00%
2705 · Gifts and Donations	1,000	1,000	0.00%	-100.00%
3210 · Insurance Dividends	75,000	80,000	6.67%	-100.00%
3500 · Reimbursement Income	15,000	25,000	66.67%	-100.00%
3524 · Ref of Exp - Personnel Services	5,000	5,000	0.00%	-100.00%
Total Estimated Revenues	7,796,299	8,153,641	4.58%	0 -100.00%

Appropriations

1 · Personal Services

7322 · Payroll	3,656,500	3,674,813	0.50%	-100.00%
Total 7322 · Payroll	3,656,500	3,674,813	0.50%	0 -100.00%

Total 1 · Personal Services

3,656,500	3,674,813	0.50%	0 -100.00%
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2 · Equipment & Capital Expenditures

7000 · Equipment

7010 · Equipment - Apparatus	100,000	100,000	0.00%	-100.00%
7019 · Equipment - Other	15,000	30,000	100.00%	-100.00%
Total 7000 · Equipment	115,000	130,000	13.04%	0 -100.00%

7020 · Capital Expenditures

7021 · Land	0	0	#DIV/0!	0 #DIV/0!
7022 · Buildings	0	150,000	#DIV/0!	0 #DIV/0!
Total 7020 · Capital Expenditures	0	150,000	#DIV/0!	0 #DIV/0!

7030 · Transfers to Reserves

7031 · Transfer to Land and Building Reserve	53,000	0	-100.00%	-100.00%
7032 · Transfer to Apparatus Reserve	410,000	400,000	-2.44%	-100.00%
Total 7020 · Transfers to Reserves	463,000	400,000	-13.61%	0 -100.00%

Total 2 · Equipment & Capital Expenditures

578,000	680,000	17.65%	0 -100.00%
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4 · Contractual & Other Expenses

5000 · Blanket Accident Ins	95,000	100,000	5.26%	-100.00%
5500 · Contingency	0	100,000	#DIV/0!	0 #DIV/0!

6000 · Buildings & Ground

6020 · Fuel	15,000	15,000	0.00%	-100.00%
6030 · Electricity	50,000	50,000	0.00%	-100.00%
6040 · R & S Buildings and Grounds	150,000	100,000	-33.33%	-100.00%
Total 6000 · Buildings & Ground	215,000	165,000	-23.26%	0 -100.00%

6010 · Travel and Training	31,000	25,000	-19.35%	-100.00%
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6100 · R & S Apparatus	110,000	160,000	45.45%	-100.00%
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6200 · R & S Equipment	20,000	20,000	0.00%	-100.00%
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LaGrange Fire District
2021 Proposed Budget

	Adopted 2020	Proposed 2021		Adopted 2021	
6220 · Gas, Diesel, Oil	37,500	35,000	-6.67%		-100.00%
6250 · Telephone	18,000	21,000	16.67%		-100.00%
6330 · Office Supplies, Postage	11,000	15,000	36.36%		-100.00%
6350 · Association Dues	3,000	3,000	0.00%		-100.00%
6360 · Uniforms, Badges	16,000	15,000	-6.25%		-100.00%
6380 · Awards	0	500	#DIV/0!		#DIV/0!
6400 · Public Events	12,000	12,000	0.00%		-100.00%
6420 · Publications of Notice	750	750	0.00%		-100.00%
6430 · Maint Fire Alarm Systems	1,500	1,500	0.00%		-100.00%
6500 · Legal	72,000	73,000	1.39%		-100.00%
6510 · Audit & Accounting	15,000	16,000	6.67%		-100.00%
6520 · IT Services	35,000	35,000	0.00%		-100.00%
6540 · Payroll Fees	10,500	10,750	2.38%		-100.00%
6540 · Physical exams	35,000	35,000	0.00%		-100.00%
6560 · Miscellaneous	4,000	4,500	12.50%		-100.00%
6600 · Expendable Supplies	41,000	40,000	-2.44%		-100.00%
6700 · Service Charge	250	250	0.00%		-100.00%
6999 · Uncategorized Expenses	1,000	2,500	150.00%		-100.00%
Total 4 · Contractual & Other Expenses	784,500	890,750	13.54%	0	-100.00%
8 · Benefits					
6270 · Life Ins.Career	16,400	14,000	-14.63%		-100.00%
6280 · Life insur.Volunteers	9,000	9,000	0.00%		-100.00%
7120 · Dental Ins Career	75,000	77,000	2.67%		-100.00%
7130 · Vision Ins.-Career	15,000	12,000	-20.00%		-100.00%
7140 · Hospitalization	1,085,000	1,150,000	5.99%		-100.00%
7210 · MTA	12,432	10,500	-15.54%		-100.00%
7500 · State Retirement System	840,995	881,955	4.87%		-100.00%
7600 · Service Awards	95,000	65,000	-31.58%		-100.00%
7700 · Social Security	279,722	281,123	0.50%		-100.00%
7800 · Workers Comp/VFBL	341,250	400,000	17.22%		-100.00%
7800 · Transfer to Retirement Reserve	7,500	7,500	0.00%		-100.00%
Total 8 · Benefits	2,777,299	2,908,078	4.71%	0	-100.00%
9 · Debt Service					
BAN Principal	0	0		0	
BAN Interest	0	0		0	
Total 9 · Debt Service	0	0	#DIV/0!	0	#DIV/0!
Total Appropriations	7,796,299	8,153,641	4.58%	0	-100.00%
Appropriations Less Estimated Revenues	0	0		0	
Appropriated Fund Balance	0	0		0	



LAGRANGE FIRE DISTRICT

504 Freedom Plains Road
Poughkeepsie, NY 12603
Business 845-471-4693
Fax 845-452-3349



LaGrange Fire District (LFD) Request for Proposal (RFP) NFPA 1582 Compliant Firefighter Physicals & Firefighter / EMS Assistance Program

PURPOSE OF LFD PHYSICAL PROGRAM:

The purpose of the Firefighter Physicals Program is to reduce the risk of injury, illness, or death to our firefighters and EMS members (Herein referred to as Firefighters) and to insure they are medically and mentally fit for duty. By improving the firefighter's overall health and wellness, the fire department will have physically fit firefighters to perform in a physically demanding profession.

The program also establishes baseline values for future comparison and as a preventive measure to identify any potential high risk areas the member and their physician should be aware of.

The purpose of the medical clearance is to determine whether the firefighter's current physical condition precludes him or her from performing essential job functions or if it poses a direct threat to the health and safety of themselves or others. The purpose of the examination is not diagnostic and no diagnosis will be provided.

PERFORMANCE CONSIDERATIONS:

The stated performance considerations of NFPA 1582 are to reduce the risk of injury, illness, or death to firefighters, as well as ensure the effectiveness of firefighters operating to protect the lives and property of the general public.

A qualified New York State Licensed physician, who is familiar with the medical review requirements of NFPA 1582 and essential job tasks for firefighters, shall conduct an on-site hands-on physical exam and evaluate the medical wellness of those performing the duties related to firefighting.

The physician shall then inform the fire chief or designee in writing whether the member is medically certified to safely perform the essential job tasks of a firefighter. (*See Sample Medical Clearance Form*) As with any confidential medical information, specific medical test results are to be forwarded directly to the individual.

For those individuals with existing medical conditions or disabilities that do not preclude them from all service, the physician shall determine what duties the individual may perform safely without endangering themselves, other firefighters, or the public.

Written Opinion

The approved New York State licensed physician performing the evaluation shall provide a medical clearance form to the fire chief or designee indicating the candidate's qualification status. The complete results of the medical evaluation are provided to the individual firefighter only. This medical evaluation is not intended to discriminate against any individuals with pre-existing medical conditions or disabilities. The purpose of the medical evaluation is solely to ensure that the individual is able to perform the physically demanding work of firefighting and rescue operations.

Confidentiality

All medical information associated with this medical certification program shall be handled as confidential information, subject to the confidentiality provisions under HIPAA.

Services that are required:

Comprehensive Occupational Medical Program for Firefighters based on the guidelines described in the National Fire Protection Association Standard 1582, most recent Edition.

The Firefighter Physicals will be conducted at the provider's facility. Facilities capable of performing the complete physical shall be within ten miles of the town of LaGrange line.

A written/ electronic report shall be sent to the LFD member regarding results of the physical for follow up by their primary care doctor.

Medical certification provided to the LFD regarding the member's ability to safely perform the essential job tasks. Medical clearance letters shall be issued to the fire chief or designee indicating the firefighters' qualification status.

Confidential medical records for each firefighter must be maintained by vendor for a minimum of six years.

The hands-on medical exam must be administered by a New York State licensed physician who is knowledgeable regarding the job tasks of a firefighter as described in NFPA 1582. After examining the firefighter and receiving the results of any laboratory tests, the physician will issue an opinion to the firefighter's chief stating that the individual is:

- Fit for Duty: Healthy enough to engage in firefighting
- Not Fit for Duty: Not healthy enough to engage in firefighting
 - ✓ Referred to his personal physician for a follow-up consultation

The physician's written opinion to the fire chief will not include information regarding any specific medical conditions the individual may have. All firefighter medical information is confidential and is subject to Health Insurance Portability and Accountability Act (HIPAA) regulations. This means that if the firefighter wants their personal physician or other parties informed of the results of their exam, they must provide

written permission (a medical records release) to the exam provider instructing them to release the records to a third-party.

The LFD Firefighter Physicals Program is intended to accomplish five basic objectives:

Ensure new firefighters are healthy enough to engage in dangerous and strenuous firefighting activities.

Ensure on an annual basis that current firefighters are healthy enough to engage in dangerous and strenuous firefighting activities.

Ensure Firefighters, after an Injury or illness, are cleared to Return to Work.

Ensure firefighters are healthy enough to protect fellow firefighters.

Ensure firefighters are able to protect the community they serve.

The vendor performing LFD Firefighter Physicals Program shall assume responsibility and liability that member's assessed against the four defined JDA's and physical requirements are fit for duty in accordance with accepted standards.

Vendor performing Physicals is also required to meet the FAP services requirements defined in this document. Second party vendors cannot be used to perform core service defined in this RFP for Medical Physicals and FAP services.

One of the benefits of participating in an ongoing firefighter medical exam program is that problems will be uncovered early – when they are easier to treat. In the event a serious medical condition is discovered, several scenarios are possible.

Members will be provided with a copy of their exam results. They are free to share these results with their personal physician.

SAMPLE FIREFIGHTER MEDICAL CLEARANCE FORM

Name of Firefighter: _____ Date: _____

Based on my physical examination of the above firefighter:

Check (✓)

Fit for Duty – This individual is medically qualified to safely perform all essential firefighting job tasks. Additionally, the physical examination failed to reveal any evidence of the condition of cancer.

- Interior (Must meet NFPA 1582 Standard)
- Exterior
- EMS
- Fire Police

Not Fit for Duty – This individual has a serious medical condition that precludes him/her from performing as a firefighter in any capacity. The individual should be encouraged to see his/her personal physician for a follow-up medical consultation.

Physician Name: _____
Signature: _____
Date: _____

Request for Proposal (RFP)

- Price per physical will be determined through this Request for Proposal process. Qualified health care providers are invited to submit a proposal.
- To ensure the safety and well-being of every firefighter, the LaGrange Fire District is soliciting proposals (RFP's) from qualified health care providers that include the components described herein.
- The RFP is for comprehensive initial and annual medical evaluations designed to meet the guidelines of NFPA 1582, Current Edition.
- Proposal to include costs per firefighter for NFPA 1582 compliant baseline and annual "Fit for Duty" physicals.
- The firefighter physicals program contract shall be for three years: 2021, 2022, and 2023. Proposal to be valid through December 31, 2020.
- The proposal shall include a list of at least three fire departments who have recently participated in the vendor's NFPA 1582 firefighter physicals program.

The proposal shall include the following pricing information:

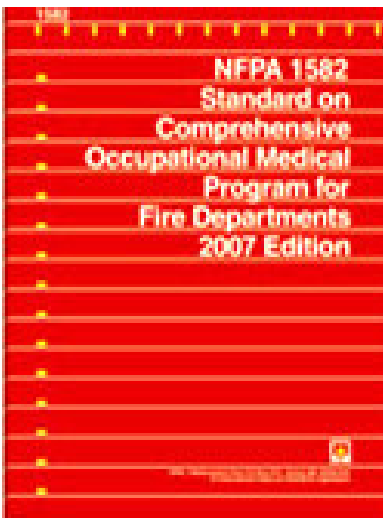
- Testing location for firefighter physicals
- Testing Hours
- Equipment, Labor, & Administrative Charges
- Exam Elements Charges
- Total cost per firefighter for annual physical for each physical and 4 different Job Demand Analysis (JDA).
- The vendor will list any recommended Optional Exam Elements outside of NFPA 1582
- The Vendor shall provide proof of Insurance upon execution of the contract, the Vendor will provide copies of certificates of insurance to LFD. The successful proposer must provide malpractice/liability insurance of \$1,000,000.00 per incident, \$3,000,000.00 aggregate coverage and provide certificates of coverage then in force. The contractor shall provide LFD with those current certificates of insurance naming LFD as an additionally insured.

- Indemnity The successful Vendor shall be required to indemnify, hold harmless and defend LFD and its elected and appointed officials and employees from and against any and all claims, actions, causes, rights, remedies, damages, judgments, decrees, liabilities, and defenses asserted against LFD in any lawsuit, administrative proceedings or arbitration which proximately cause any personal injury, bodily injury or property damage which arises out of the Successful Vendor's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission whether or not in performance of its obligations and responsibilities as set forth in the Contract.

The firefighter physicals program shall include the following components:

Medical History Questionnaire - According to NFPA 1582, a medical history questionnaire shall be completed by each member to provide baseline information with which to compare future medical concerns. A medical history questionnaire, which includes changes in health status and known occupational exposures since the previous evaluation, shall be completed by each member to provide follow-up information. Information on the questionnaire and interval concerns shall be reviewed with each member by the physician.

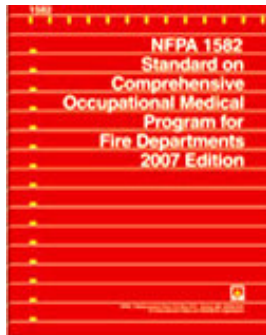
LaGrange Fire Department Medical Physical Standards, NFPA 1582 & Respiratory Protection Standards 1910.134 Compliance



Medical Program Summary



Value to LaGrange Fire District



Benefit to LaGrange Fire District Member and their families

Many members have benefited with early disease detection

Promotes preventive medicine and good health habits.

Reduce / Manage

Workers Compensation Claims

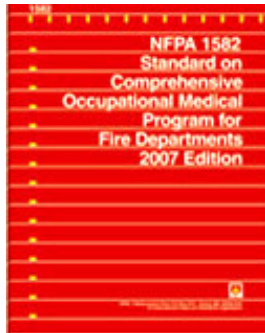
207A Claims

Reduce District Exposure to liability

Compliance with NFPA

Compliance OSHA / PESH Standards

**NFPA The NFPA 1582 Standard is a
Physician's guidance text
designed to assist the physician
in determining, based on medical
evaluations, if someone can do the
essential job tasks of a firefighter.**

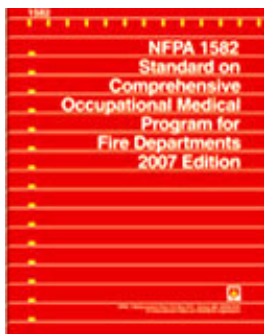


**The NFPA 1582 Standard
does not differentiate between
*volunteer, paid on-call,
part-time, or career* firefighters. The tasks
are the same.**

**OSHA Respiratory Protection Standard
1910.134**

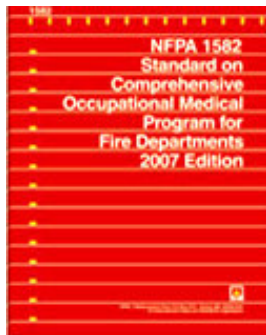
**OSHA/PESH refers to
volunteers as
“UNPAID EMPLOYEES”**

Note that the NFA does not address or acknowledge the term “Exterior Firefighter”

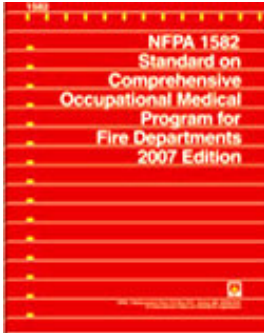


NFPA 1582 Medical Standards are applicable to members who “provide rescue, fire suppression, emergency medical services, hazardous material mitigation, special operations and other emergency services.”

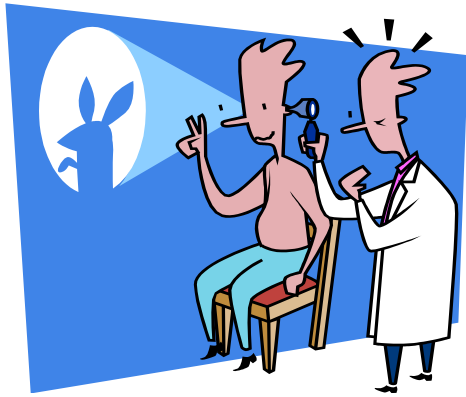
For this purpose NFPA 1582 recommends that each fire department should identify and develop a written job description for members and share this with the Fire Department Physician.



The Fire Department Physician shall understand the psychological and physiological demands placed on members & shall understand the environmental conditions under which members must perform.

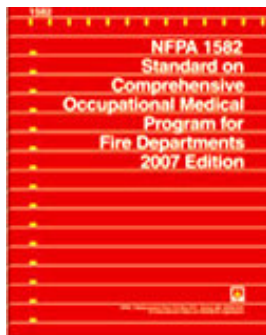


Although NFPA does not mention the existence of “Exterior” Firefighters, it does say: *“The types and levels of services provided by the fire department shall dictate the essential job tasks that pertain to its members and shall therefore be correlated to the medical requirements outlined in the standard.”*



Medical Evaluations:

Occupational medical evaluations shall be conducted as a baseline for surveillance and annually thereafter.

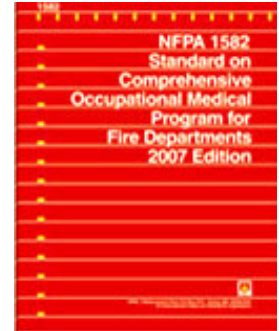


Medical evaluations shall conform with all US OSHA standards

NFPA ANNUAL EXAM SHALL INCLUDE THE FOLLOWING COMPONENTS:

Tests performed in LFD Physical

- **# Medical History Review (OSHA Respirator / N95 Medical Evaluation Questionnaire)**
- **# Vital Signs**
- **# Head, eyes, ears, nose, throat**
- **# Neck**
- **# Cardiovascular**
- **# Pulmonary**
- **Breast**
- **Gastrointestinal (includes rectal exam for mass,?
Voluntary occult blood)**
- **# Genitourinary (Urine Dip analysis) (No pap, testicular, DPE)**
- **# Hernia (Abdominal)**
- **# Lymph nodes (Neck)**
- **# Neurological (Reflexes, Gait, Strength, Romberg)**
- **# Musculoskeletal (Bending , Squat, Job Demands)**
- **# Skin (includes screening for cancers) Visual where one can see**
- **# Vision (Snellen(Chart), Orthorator(Machine))**



NFPA Annual Exam Components, Cont'd

Tests performed in LFD Physical

Blood Tests:

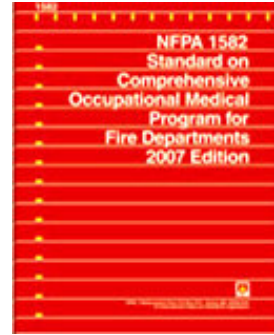
- # CBC w/differential
- # Electrolytes
- # BUN, Creatinine (Renal function)
- # Glucose
- # A1C
- # ALT, AST, Bilirubin Alkaline
- # Phosphate (Liver Function)
- # Cholesterol/Lipids
- # PSA (40+ if family hx, clinically indicated, African American, otherwise 50+)



NFPA Annual Exam Components, Cont'd

Tests performed in LFD Physical

- # Urine Dipstick
 - Microscopic Urinalysis
 - Urine analysis for specific exposure
- # Audiology (Booth at work place) (Not OSHA Compliant as it does not go to an interpreter)
- # Spirometry (Pulmonary Function Test)
 - Chest x-ray (Baseline, every 5 years or as medically indicated)
- # Resting EKG (Everyone)
- # Post exercise EKG (Interior, Exterior, EMS)
 - Stress EKG as indicated by history of symptoms
- # LFD → C Reactive Protein
- Mammography (40+)

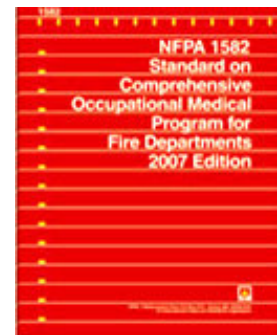


NFPA Annual Exam Components, Cont'd

Tests performed in LFD Physical

Immunizations & Infectious Disease Screening:

- # TB Blood Test, replaces TST/PPD (Note eliminates return visit)
- Hepatitis C virus Titer
- # Hepatitis B Vaccines and Titer (Tracking)
- # Tetanus Diphtheria (every 10 years) **(Offered to LDF as an Option)**
 - Note TDAP (Tetanus Diphtheria Pertussis), recommended by CDC , implemented by LFD
- MMR (1 dose if born after 1957 and no proof)
- Polio Vaccine
- ? Hepatitis A Vaccines (to high risk i.e. HazMat or those w/ expected exposure to contaminated water) **Offer to Tech Res Personnel ?**
- Varicella Vaccine (Chicken Pox)
- Flu Vaccine
- HIV Screening (available upon exposure)



NFPA Annual Exam Components, Cont'd

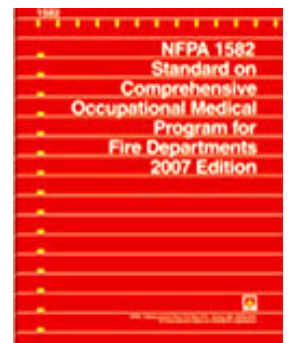
Tests performed in LFD Physical

- # Bloodborne Pathogen testing prophylaxis, etc. following an exposure. (See Blood Test and vaccines)
- Heavy Metal Evaluation (Baseline if potential exposure, then post exposure)
- Colon Cancer Screening (Fecal occult blood for 40+; Colonoscopy recommended for 50+ or if clinically indicated)

Annual Exam Components, Cont'd

Tests performed in LFD Physical

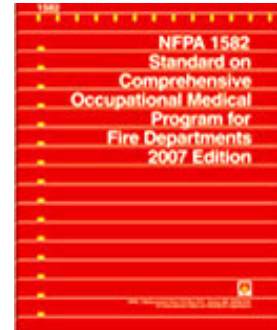
- Body Composition (Circumferential measurements, Hydrostatic weighing or Bod-Pod, Skinfold measurements, Bio impedance analysis)
- Fitness Evaluation (non punitive or competitive measurement of aerobic capacity; grip, leg, arm strength; Push-ups, Curl-ups; Sit and Reach flexibility Test)
- # N95 Fit Testing (All Members)
- # Vitamin D level



Annual Exam Components, Cont'd

Tests performed in LFD Physical

- # JDA's created for Four Skill classes
 - # Fire Police
 - # EMS
 - # Exterior
 - # Interior



Annual Exam Components, Cont'd

Tests performed in LFD Physical

LFD Performs Testing for illegal drugs in its annual physical (Volunteers)

NFPA 1582 provides much guidance for physicians in evaluating specific medical conditions in members and whether such conditions prevents safe performance of essential job tasks.



LaGrange Fire District – Job Demands Assessment Components chart

	Fire Fighter - Interior	Fire Fighter – Exterior	EMS	Fire Police
Assessment of Dexterity; walk forward, backward, small obstacle course, looking backward				
Walk 50 yards without "significant" shortness of breath				
Ability to lift 10 lbs. (Proper Body Mechanics)				
Ability to lift 20 lbs. (Proper Body Mechanics)				
Lift and carry 70-80 lbs. for 100 feet.				
Ability to lift, carry and balance up to 125 pounds (250 pounds with assistance)				
Put on Turnout gear				
Lift and carry 1/3 of body weight. Minimum of 75 lbs. maximum of 100 lbs. for 100 feet.				
Lift and carry 1/2 of body weight. Minimum of 75 lbs. maximum of 100 lbs. for 100 feet.				
Put on SCBA				
Lift 30-35 lbs. overhead, hold for 10 seconds.				
Fast walk, turn out gear, no SCBA -up and down four flights of stairs in two minutes OR -walk on treadmill for two minutes on an incline of 15% at 4 mph				
Fast walk, turn out gear, SCBA -up and down four flights of stairs in two minutes OR -walk on treadmill for two minutes on an incline of 15% at 4 mph				
Fast walk on treadmill for two minutes on an incline of 15% at 4 mph-no GEAR				

Firefighter / EMS member Assistance Program (FAP)

The FAP services to be provided include:

Assessment: Successful Vendor shall assess the FAP needs of each employee/household member as part of their initial counseling session. Such assessments consist of clinical interviews and do not include psychological testing.

Substance Abuse: Assess the type and severity of substance abuse and appropriate level of treatment. These assessments may include, but are not limited to the use of questionnaires and brief screening instruments.

Crisis or Emergency: Assess an employee, or members of the employee's household, who presents in crisis to determine the appropriate level of intervention or treatment. Such assessments will be conducted whether or not the employee/dependent has used all of his/her FAP benefits for the contract year.

Grief Counseling: Assist employees process their feelings, absorb information, and normalize the event so they can resume to a reasonable level of functioning due to a traumatic event such as the loss of a co-worker.

Fitness for Duty: Upon request by the LaGrange Fire District (LFD), assess an employee's fitness for duty. Such assessments are based upon information provided by LFD and on the employee's condition at the time, with the understanding that the employee's condition can change at any time. LFD will remain responsible for determining whether to return the employee to work and for any claims or liability resulting from such decision. LFD remains responsible for monitoring employee's condition and for notifying the Vendor of any change, in which case Vendor will reassess employee's fitness for duty.

Threat of Violence Potential: Upon request by LFD, Vendor will screen an employee for potential of violence. LFD agrees to complete all necessary forms and supply any supporting information and documentation as requested by Vendor. Vendor will not conduct in-depth assessments for threat of violence, including psychological testing, but may recommend such evaluations by a recognized threat-of-violence specialist. The charges for the specialist's services are not included in the compensation paid hereunder and LFD shall be responsible for all such charges. The basic fee will include up to three hours of case management by Vendor. Additional case management time will be billed separately to LFD. Vendor's recommendations will be based on the employee's condition at the time of the screening and on information provided by LFD. Vendor will not make any predictions as to an employee's future behavior. LFD acknowledges that there are no established standards for threat of violence assessments and treatment. LFD further understands that the employee's condition can change at any time and agrees to notify Vendor of such changes, if known.

Number of Counseling Sessions: During each contract year, Vendor shall provide LFD's Employees and Household members up to **twelve (12)** counseling sessions per person over a consecutive 12-month period commencing on the date of the first session. Counseling sessions shall consist of outpatient psychological counseling provided by New York State licensed professional clinical therapists. **Referral:** Vendor will provide appropriate referrals to employees/dependents for services not covered under FAP or not provided by Vendor. Such services include, but are not limited to, psychiatric/medical services, psychological testing, substance abuse treatment, long-term psychotherapy, treatment for serious or chronic conditions, inpatient or residential treatment, legal, complex financial or other non-

psychological counseling. Referrals will be made to providers under employee's/dependent's insurance, or to appropriate community resources. Vendor will not be responsible for any charges or fees the employee/dependent incurs from such referrals.

Case Management: Vendor will provide limited case management for emergency situations or for LFD employees whom Vendor referred to outside resources for continued assessment and/or treatment. Vendor will provide information and referral to community resources for social service issues (legal concerns, child and elder care, budgeting, self-help groups, etc.) Case management may consist of facilitating the referral, periodic monitoring of employee's condition, treatment and progress and of communication with treating Consultant and LFD.

Crisis Management: Vendor shall provide a 24-hour crisis line for emergencies and a toll-free telephone number accessible from the United States for access by LFD Employees and Household Members.

Employee Orientations: Vendor is available to conduct, upon request, annual employee orientations to explain Vendor's EAP services. Sites of the information programs and the expenses for those sites will be the responsibility of LFD. At these orientations, Vendor shall distribute generic promotional brochures to encourage use of EAP services.

Training Sessions: Vendor shall provide annual FAP supervisory training sessions at LFD for the purpose of assisting managers in utilizing and encouraging the use of FAP services. Training for supervisors will include explanations of the FAP program, impact of behavioral problems on employee performance, and substance abuse information. Training and education would include but not be limited to: supervisory/manager training sessions to identify employees for referral; brochures, pamphlets and other informative literature; improving and maintaining employee awareness and utilization, as well as evaluation and utilization reporting.

Supervisory Consultation: Vendor shall provide supervisory consultation regarding specific employee issues. This confidential consultation is intended to facilitate appropriate referrals to the FAP program.

Promotional Materials: Vendor shall periodically provide to LFD, promotional materials to maximize awareness in the workplace and promote easy access to FAP services by LFD employees and household members.

Utilization Reports: Vendor shall provide annual statistical reports of FAP utilization and other Vendor services furnished to LFD employees and household members. These reports shall be in Vendor's generic format and no employee or household member shall be identified.

Program Utilization: Vendor shall provide periodic program consultation with LFD Human Resources regarding utilization of Vendor's services.

Counselor Availability: Vendor's FAP counselors will be available during normal business hours for scheduled counseling sessions.

Crisis Intervention: Vendor is available to provide incident crisis intervention at the work-site(s) for traumatic events that affect the psychological and/or emotional well-being of LFD employees (e.g., serious injury or death of a co-worker, critical public safety incidents). In general, as little as four (4) hours advanced notice may be provided to the Vendor for this service.

LFD Referrals: LFD Human Resources may refer employees to the Vendor. Such referrals will be conducted through LFD Human Resources and the Vendor shall not disclose any diagnostic information to LFD without the written consent of the employee.

Confidentiality: Vendor shall undertake any and all appropriate measures to ensure the confidentiality of all FAP records and shall not disclosure such records without the employee's or household member's, as the case may require, prior written consent. The Vendor shall comply with all applicable state and federal laws and regulations governing the release of FAP-type records.

The vendor shall supply the following information with their proposal:

- A sample Medical History Form describing what is included in the comprehensive medical examination
- Sample blood laboratory testing form describing what components are included in the test.
- Policy on dealing with pre-existing conditions
- Firefighter Medical Classification Form
- Medical records retention policy
- Insurance, the Vendor will provide copies of certificates of insurance to LFD. The successful proposer must provide malpractice/liability insurance of \$1,000,000.00 per incident, \$1,000,000.00 aggregate coverage and provide certificates of coverage then in force. The contractor shall provide LFD with those current certificates of insurance naming LFD as an additionally insured.
- Statement of Indemnity. The Vendor shall be required to indemnify, hold harmless and defend LFD and its elected and appointed officials and employees from and against any and all claims, actions, causes, rights, remedies, damages, judgments, decrees, liabilities, and defenses asserted against LFD in any lawsuit, administrative proceedings or arbitration which proximately cause any personal injury, bodily injury or property damage which arises out of the Successful Vendor's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission whether or not in performance of its obligations and responsibilities as set forth in the Contract.

Summary Profile:

- An annual summary profile of physicals shall be provided to LFD identifying trends, district-wide recommendations, and a general data summary including comparisons between other benchmarks and previous test results, if available. This summary shall be suitable for sharing with the entire membership.

Submittal of Proposal:

- Proposal to be mailed to:
Fire Chief / EMS Administrator
LaGrange Fire District
504 Freedom Plains Road
Poughkeepsie NY 12603
- Questions may be directed to Fire Chief / EMS Administrator at 845-452-4999 or emailing chief@lagrangefireny.us or ldf478@outlook.com
- Deadline for submission of proposal:



The Work Place at MidHudson Regional Hospital *of Westchester Medical Center*



FIREFIGHTER ASSISTANCE PROGRAM AGREEMENT

This Agreement (“**Agreement**”) is made this first day of October 2020 (“**Effective Date**”) by and between MidHudson Regional Hospital of Westchester Medical Center, located at 1 Webster Avenue, Suite 400, Poughkeepsie, New York (“**The Work Place**”) and the Lagrange Fire District, located at 504 Freedom Plains Road, Poughkeepsie, New York (“**Company**”), to establish a Firefighter Assistance Program (“**FAP**”). The Work Place and Company may be referred to individual as a “Party” and together as the “Parties.”

The terms of the Agreement are as follows:

SCOPE AND OBJECTIVES:

1. The Work Place is retained by the Company to establish and administer the FAP, a confidential program that acts as a resource for work organizations and their firefighters. The FAP will provide certain prevention, identification, intervention, assessment, motivation to treatment, referral and follow-up services for Company’s firefighters and their immediate families.
2. The FAP is established to provide the Company’s firefighters and their families assistance with problems that can interfere with the firefighter’s ability to function on the job effectively, efficiently, and safely. These problems typically include, but are not limited to alcoholism, drug abuse, emotional, family, marital, financial and legal, etc.
3. **The primary FAP responsibilities of The Work Place are:**
 - a. The Work Place will provide training to Company firefighters with supervisory responsibilities to assist them in the identification of those firefighters who manifest deteriorating job performance and who do not respond to the Company’s normal supervisory counseling procedures. In addition, The Work Place will provide specific assistance, upon request, to Company members with supervisory responsibility in dealing with problems relating to deteriorating job performance by individual firefighters.
 - b. The Work Place will guide and assist those Company firefighters or a firefighter’s family member who are referred to the FAP by Company or who voluntarily seek assistance. It is the role of the FAP to assess the problem and recommend a course of treatment/action with the goal of restoring the firefighters’ capability to perform their job at an acceptable level of performance.
 - c. The Work Place will provide mutually agreed upon sessions to Company firefighters to provide on-going orientation and training seminars for the purpose of communicating the programs policies and procedures
 - d. The Work Place will assist the Company in promoting and maintaining an awareness of the FAP. The Work Place will provide certain publications, posters, and FAP cards.
 - e. The Work Place will encourage the Company firefighters to proceed with a course of assistance by referring the individual to clinical or supportive organizations and medical professionals, if applicable.
 - f. The Work Place will provide additional preventive workshops to Company managers, firefighters, and other family members for a maximum of two per year
 - g. The Work Place will provide follow-up to monitor referred firefighters’ adherence to the agreed course of treatment by submitting verbal progress reports to Company. Such reports will be limited to reporting whether or not the firefighter is cooperating with FAP recommendations related to firefighter work performance problems.
 - h. The Work Place maintains a 24-hour FAP hot line seven days a week available to participants in the FAP.
 - i. If requested, The Work Place may provide services not covered by this Agreement. Any such additional services and fees will be mutually agreed upon in advance and in writing by the Parties.

4. **The primary FAP responsibilities of the Company are:**
 - a. The Company agrees to publicize the FAP program to its firefighters.
 - b. The Company agrees to hold orientations, supervisory training and preventive workshops on company site or at a central offsite location designated by The Work Place.
 - c. The Company will assist The Work Place with the implementation of the FAP, as may be requested.

TERM and TERMINATION:

5. The term of the Agreement shall be for a period of one year beginning on the Effective Date.
6. Either Party may terminate this Agreement without cause and without liability upon at least 7 days prior written notice to the other Party.
7. In the event of termination of this agreement:
 - a. The Work Place and the Company shall promptly review all work in progress. The Work Place shall be responsible only for any work commenced prior to the termination date. Company remains responsible for payment for services provided by Company after the date of termination, in the event such services are required to safely transition Company's employees to another provider of such FAP services. This provision will survive termination of this Agreement.
 - b. The Work Place will provide such services and assistance as may be reasonably necessary to transfer, in confidence, all records of services rendered and work in progress related to the performance by The Work Place under this Agreement, to any third Party mutually agreed to by the Company and The Work Place.
 - c. The Work Place may refund the Company any unused prepaid compensation within 90 days of termination of this Agreement.

CONFIDENTIALITY

8. The Work Place and the Company will adopt safeguards to assure that FAP services are conducted in a manner designed to preserve the privacy of Company firefighter and their families to assure that conversations and other contacts between The Work Place and firefighters and such individuals remain confidential.
9. The Parties shall abide by all federal and state law with respect to maintaining the confidentiality of patient information. The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and associated regulations (HIPAA).
10. Each Party acknowledges and agrees that, in the course of performance under this Agreement, it may have access to certain confidential information, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, patient information, price lists, pricing policies and other business and financial information ("Confidential Information"). Each Party shall maintain the confidentiality of all such Confidential Information belonging to the other Party and shall not divulge such information to any third Parties, except as otherwise provided for under this Agreement and under law. This provision survives termination of this Agreement.

FEES AND PAYMENTS:

11. For the services provided under this Agreement, Company will compensate The Work Place an amount equal to \$23.00 per firefighter annually.
12. The Work Place will provide Company written invoices which are due and payable within 10 days of receipt by Company. In addition to all remedies allowed under law, The Work Place may suspend services or terminate this Agreement in the event payment is not made in a timely manner.

INDEMNIFICATION:

13. The Company will indemnify The Work Place and hold The Work Place harmless from any losses, claims, damages or liabilities, joint or several, to which The Work Place might become subject insofar as such losses, claims, damages or liabilities arising out of this Agreement or are based upon any actions of the Company, its agents or employees and will reimburse The Work Place for any legal or other expenses, reasonably incurred by The Work Place, in connection with any action or claim. This provision will survive termination of this Agreement.

MISCELLANEOUS:

- 14. This Agreement and all exhibits represent the entire agreement between the Parties regarding the subject matter of this Agreement, and no other representations or agreements, oral or otherwise, shall be of any force or effect. This Agreement may be amended only by the mutual written agreement of duly authorized representatives of both Parties specifically referencing this Agreement. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement, unless such unenforceability or invalidity would materially change the Parties' relationship. The waiver by either Party of any one or more defaults or contract violations on the part of the other shall not be construed to operate as a waiver of any other or future defaults or contract violations.
- 15. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations for reasons beyond its control, including but not limited to, acts of God or of the public enemy, war, terrorism, flood, storm, strikes or law or actions of any federal, state or local government.
- 16. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. The rights, obligations and privileges of this Agreement may not be assigned, delegated or transferred by one Party without the written consent of the other Party; provided that either Party may assign this Agreement without the prior written consent of the other Party to a subsidiary or affiliate that is wholly owned by or under common control of the assignor.
- 17. This Agreement is intended only to benefit the named Parties, and there is no intent to create any rights, interests or benefits for any other third Party.
- 18. Company and The Work Place are independent contractors, and neither Party, nor any agent, employee or representative of such Party, shall be deemed to be an employee of the other Party. This Agreement shall not be construed to create any partnership, joint venture, lease or equity relationship, expressly or by implication, between the Parties. Each Party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees.
- 19. Neither Party, nor any of its employees performing services under this Agreement have been debarred, suspended, declared ineligible or excluded from Medicare/Medicaid or any other federal or state healthcare program. Both Parties agree to promptly notify the other Party of any limitation or governmental action initiated against it that would materially affect this Agreement.
- 20. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under this Agreement. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement
- 21. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREFORE, the Parties have executed this Agreement in as of the date set forth above.

MidHudson Regional Hospital of
Westchester Medical Center

By: _____

Name: _____

Title: _____

LaGrange Fire District

By: Marc E. Komarsky

Name: MARC E. KOMARSKY

Title: COMMISSIONER