



# Westchester Community College

State University of New York

**OnBase:** 81734

**TO:** Honorable Board of Acquisition and Contract

**FROM:** Dr. Belinda S. Miles, President  
Westchester Community College

**DATE:** December 23, 2020

**RE:** Authorization for the County of Westchester to enter into an agreement with Triad Group, LLC, for the provision of on the job injury claim administration and case management services, for the base period from January 1, 2021 through December 31, 2023, with the College having the sole option to renew the agreement for three additional years. For these services, inclusive of the reimbursement of allocated loss adjustment expenses (ALAE), the base period amount is not-to-exceed \$ \$675,000.00.

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Westchester Community College (the "College") provides Worker's Compensation/Job Injury benefits through a self-insured job injury program financed under Section 6J of the New York State General Municipal Law. On October 27, 2020, the College issued a Request for Proposals ("RFP") for on-the-job injury claim administration and case management services for employees of the College. The RFP sought proposals as the basis for a three-year contract, with the County having the sole option to renew the contract for an additional three years.

A total of two (2) proposals were received in response to the RFP. After careful review of each proposal with reference to the evaluation criteria set forth in the RFP, Triad Group, LLC ("Triad") was selected.

Accordingly, authority is respectfully requested for the County acting by and through the College, to enter into an agreement with Triad, pursuant to which Triad will provide on-the-job injury/illness claim administration and case management services, for the period from January 1, 2021 through December 31, 2023, for an annual total amount not to exceed of \$ 25,000 for each fiscal year to be paid on a per claim basis and a total aggregate three-year contract amount not to exceed \$ 75,000. The fees for Triad's services may increase depending on the volume and type of workers compensation cases being incurred by the College, and future authority may be requested to increase the not to exceed annual amount, if necessary.

Authority is being requested to include in the Agreement reimbursement of allocated loss adjustment expenses (ALAE) in an annual amount not to exceed of \$ 200,000.00 for a three-year cost not-to-exceed of \$ \$ 600,000 at the rates contained in Schedule "B". The ALAE portion of the proposed agreement is based on the College's five year historical review of such expense and its estimate of these costs going forward. This cost may also increase depending on the volume and type of workers compensation cases being incurred by the County, and future authority may be requested to increase the not to exceed annual amount, if necessary.

In addition, authority is respectively sought for the County to have the sole option to renew the agreement for an additional three-year term in a total amount not-to-exceed \$ 675,000, which includes the administrative and case management fees and reimbursement of ALAE.

A list of subcontractors to be utilized by Triad for specified services, for which your Honorable Board's approval is respectfully requested, is provided in Schedule "A".

The proposed agreement will serve a public purpose by helping enhance the efficiency and effectiveness of the County's on-the-job injury claim administration and case management services as well as its Workers' Compensation program.

The goal and objective of the proposed agreement is to provide a cost effective solution to monitor, track and administer these cases. The goal and objective of the proposed agreement is in the best interests of the College in terms of fiscal responsibility, as the College will have more efficient and effective on-the-job injury claim administration and case management services and will ultimately reduce the College's Workers' Compensation-related costs.

The goal and objective of the proposed agreement will be tracked and monitored by the College's Human Resources Department on a monthly basis through regular consultations with, and briefings by Triad on various topics covering such issues as their effort in reducing the College's expenses associated with medical treatment; their successes in controlling costs and exposing fraud and abuse; and their delivery of appropriate benefits fairly, promptly, and accurately.

The proposed agreement will also require regular updates as to settlements of ongoing cases in an effort to reduce the exposure of the College's self-insurance program.

I recommend your favorable consideration of the annexed proposed Resolution.

## RESOLUTION

Upon a communication from the President of Westchester Community College, be it hereby

**RESOLVED**, that the County of Westchester (“the County”) acting by and through Westchester Community College is hereby authorized to enter into an agreement with Triad Group, LLC (“Triad”), pursuant to which Triad will provide on-the-job injury/illness claim administration and case management services, for the period from January 1, 2021 through December 31, 2023, for an annual total amount not-to-exceed of \$ 25,000 for each fiscal year to be paid on a per-claim basis and a total aggregate three-year contract amount not to exceed \$ 75,000; and be it further

**RESOLVED**, that the County is further authorized to include in the Agreement the reimbursement of allocated loss adjustment expenses (ALAE) at the rates contained in Schedule “B” in an annual amount not-to-exceed \$ 200,000 for a three-year cost not to exceed \$ 600,000, and be it further

**RESOLVED**, the College has the sole option to renew the agreement for an additional three-year period in a total amount not-to-exceed of \$ 675,000, which includes the administrative and case management fees and reimbursement of ALAE; and be it further

**RESOLVED**, that the list of subcontractors to be utilized by Triad for specified services provided in Schedule “A” is hereby approved; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is authorized and empowered to execute all documents and to take all action necessary to accomplish the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
FY 2021	705				2707005		\$ 16,667.00
FY 2021	702				2707201		\$133,333.00
FY2022	705				2707005		\$ 25,000.00
FY2022	702				2707201		\$200,000.00
FY2023	705				2707005		\$ 25,000.00
FY2023	702				2707201		\$200,000.00
FY2024	705				2707005		\$ 8,333.00
FY2024	702				2707201		\$ 66,667.00
<b>Total:</b>							<b>\$675,000.00</b>

Budget Funding Year(s) 2021/2023 Start Date 01/1/2021 End Date 12/31/2023

(must match resolution)

Funding Source Tax Dollars: \_\_\_\_\_  
 State Aid: \$ 189,389  
 County: \$ 138,898  
 Federal Aid: \_\_\_\_\_  
 Other: \$ 346,713

\$ 675,000.00  
 (must match resolution)

**SCHEDULE "A"**  
**TRIAD GROUP, LLC**  
**Approved Subcontractor List**

<b>NAME</b>	<b>ADDRESS</b>	<b>SERVICE TO BE PROVIDED</b>
Medical Audits Bureau, Inc.	<u>925 Hempstead Tpke, Ste 300 Franklin Square, NY 11010</u>	<u>Re-pricing Hospital and Outpatient bills.</u>
Progressive Medical, LLC d/b/a Optum Managed Care Services	<u>PO BOX 850001 Dept 8019 Orlando, Florida 33285-8019</u>	<u>Re-pricing medical bills below Fee Schedule</u>
PMSI Settlement Solutions, LLC	<u>PO BOX 850001 Dept 8019 Orlando, Florida 33285-8019</u>	<u>Re-pricing medical bills below Fee Schedule</u>
Healthcare Solutions, Inc.	<u>PO BOX 850001 Dept 8019 Orlando, Florida 33285-8019</u>	<u>Re-pricing medical bills below Fee Schedule</u>
Procura Management, Inc.	<u>PO BOX 742516 Atlanta, Georgia 30374</u>	<u>Re-pricing medical bills below Fee Schedule</u>
Martor Case Management, LLC	<u>400 Jordan Road Troy, NY 12180</u>	<u>Durable Medical Equipment</u>
One Call Medical, Inc.	<u>PO BOX 206821 Dallas, Texas 75320-6821</u>	<u>Diagnostis Network &amp; Durable Medical Equipment</u>
American Workers Compensation Prescription, LLC	<u>PO BOX 850001 Dept 301 Orlando, Florida 32885</u>	<u>Pharmacy Benefit Manager</u>
Lombardi & Associates, LLC	<u>277 Fairfield Road, Suite 305A Fairfield, NJ 07004</u>	<u>Vocational Rehab</u>
Manes & Manes	<u>400 Jordan Road Troy, NY 12180</u>	<u>Legal Defense</u>
AIG Companies, LLC	<u>PO BOX 831 Medford, NJ 08055</u>  <u>PO BOX 427 Hockessin, Delaware 19707</u>	<u>Investigations</u>
Delta Associated Investigations, Inc.	<u>PO BOX 3129 Sunawee, Georgia 30024</u>	<u>Investigations</u>
Pagones-O'Neil, Inc.	<u>355 Main St Beacon, NY 12508</u>	<u>Investigations</u>
DD Cues, LLC	<u>Box 57 West Point, NY 10996</u>	<u>Investigations</u>
Terrier Claim Services, Inc.	<u>141 Tompkins Ave 4<sup>th</sup> Floor Pleasantvill, NY 10570</u>	<u>Investigations</u>

Risk Group, Inc. dba Alliance Worldwide Investigative Group	<u>23 Executive Park Drive Clifton Park, NY 12065</u>	<u>Investigations</u>
UMC Medical Consultants, PC	<u>4 Westchester Park Drive Suite 150 White Plains, NY 10604</u>	<u>IME's</u>
Utopia Claims Concepts, Inc.	<u>58-7 Francis Lewis Blvd. Ste 203 Oakland Gardens, NY 11364</u>	<u>IME's</u>
First Choice Evaluations, LLC	<u>2875 Union Road Suite 8 Cheektowaga, NY 14227</u>	<u>IME's</u>
Superior Medical Consultants, LLC	<u>1140 Crosspointe Lane Ste 7 Webster, NY 14580</u>	<u>IME's</u>
MSA Advocates, Inc.	<u>505 E Fayette St Ste 214 Syracuse, NY 13202</u>	<u>Medicare Set Asides &amp; Medicare Lien Searches</u>
Cherry Edson & Kelly LLP	<u>One Huntington Quadrangle Melville, NY 11747</u>  <u>150 White Plains Road, Suite 209 Tarrytown, NY 10591</u>	<u>Legal Defense</u>
Fleury Risk Management, LLC	<u>28 Corporate Drive Ste. 104 Clifton Park, NY 12065</u>	<u>Loss Control Services</u>

APPROVED BOARD OF ACQUISITION & INVESTMENT - V. RODRIGUEZ, SECRETARY

SCHEDULE "B"  
TRIAD GROUP, LLC  
ALAE Rates

<b>NAME</b>	<b>Fees</b>
Medical Audits Bureau, Inc.	<u>\$100-\$300</u>
Progressive Medical, LLC d/b/a Optum Managed Care Services	<u>28% of savings</u>
PMSI Settlement Solutions, LLC	<u>28% of savings</u>
Healthcare Solutions, Inc.	<u>28% of savings</u>
Procura Management, Inc.	<u>28% of savings</u>
Martor Case Management, LLC	<u>28% of savings</u>
One Call Medical, Inc.	<u>\$290-\$1,500</u>
American Workers Compensation Prescription, LLC	<p>AWP - 20.00% + \$ 2.00 dispensing fee</p> <p><b>Brand</b></p> <p>AWP - 65.00% + \$ 2.00 dispensing fee</p> <p>Generic</p> <p><b>Retail Pharmacy Services</b></p> <p>AWP - 15.25% + \$ 2.50 dispensing fee</p> <p><b>Brand</b></p> <p>AWP - 52.00% + \$ 2.50 dispensing fee</p> <p>Generic</p> <p>fee</p>
Lombardi & Associates, LLC	<u>\$150-\$200/hour</u>
Manes & Manes	<u>\$85-\$6,500</u>
AIC Companies, LLC	<u>\$80-\$120/hour</u>
Delta Associated Investigations, Inc.	<u>\$80-\$120/hour</u>
Pagones-O'Neil, Inc.	<u>\$80-\$120/hour</u>
DD Cues, LLC	<u>\$80-\$120/hour</u>
Terrier Claim Services, Inc.	<u>\$80-\$120/hour</u>
Risk Group, Inc. dba Alliance Worldwide Investigative Group	<u>\$80-\$120/hour</u>
UMC Medical Consultants, PC	<u>\$495-\$5,000</u>
Utopia Claims Concepts, Inc.	<u>\$495-\$5,000</u>
First Choice Evaluations, LLC	<u>\$495-\$5,000</u>
Superior Medical Consultants, LLC	<u>\$495-\$5,000</u>
MSA Advocates, Inc.	<u>\$1,500-\$4,000</u>
Cherry Edson & Kelly LLP	<u>\$85-\$6,500</u>
Fleury Risk Management, LLC.	<u>\$150/hour</u>

APPROVED BOARD OF ACQUISITION CONTRACT - 01/07/2021 - V. RODRIGUEZ, SECRETARY