



Greater Tompkins County Municipal Health Insurance Consortium

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“Individually and collectively we invest in realizing high quality, affordable, dependable health insurance.”

AGENDA

Operations Committee

July 25, 2022 – 1:00 P.M.

Town of Ithaca/Remote Satellites by Zoom

Satellite Locations to be posted at healthconsortium.net

Contact consortium@tompkins-co.org for link to join meeting

1. Call to Order
2. Changes to the Agenda
3. Approval of April 25, 2022 and May 23, 2022 Minutes
4. Executive Director Report
 - a) Executive Committee Update Dowd
 - b) MCA Review
 - c) Discuss Digital Newsletter Feedback
5. Resolution: Adoption of Amended Application Process
6. Resolution: Amendment of Resolution No. 011-2020 – Authorization by the Board of Directors to Remove Benefit Plans from the Consortium’s Menu of Benefit Plan Offerings and Restricting Plan Enrollment
7. Wage and Job Scale Drake
8. Executive Session
 - a. Review Prescription Benefit Management Services Contract
9. Future Discussion Topics: (2:25)
10. Adjournment (2:30)

Next Meeting: October 24, 2022 – 1 p.m.

**Operations Committee
Minutes – DRAFT
April 25, 2022 – 1:00 p.m.
Zoom Conference Call**

Present: Lisa Homes, Laura Granger, Sunday Earle, Schelley Michell Nunn, Judy Drake,
Board of Directors Chair and Temporary Member
Excused: Mark Emerson, Janine Bond, Ed Fairbrother, Luann King
Vacancy: One seat
Staff/Guests: Elin Dowd, Executive Director; Michelle Cocco, Clerk of the Board; Teri Apalovich,
Finance Manager; Kylie Rodrigues, Benefit Specialist; Rob Spenard, Locey & Cahill

Call to Order

Ms. Holmes, Chair, called the meeting to order at 1:03 p.m. and all present introduced themselves.

Changes to the Agenda

The resolution entitled Adoption of Amended Application Process was withdrawn from the agenda as further work is needed.

Approval of January 24, 2022 Minutes

It was MOVED by Ms. Granger, seconded by Ms. Earle, and unanimously adopted by voice vote by members present, to approve the January 24, 2022 minutes as corrected. MINUTES APPROVED.

Executive Director Report

Ms. Dowd reported the Executive Committee will hold a retreat to discuss long-term planning on May 4th. There will be discussion of activity that has taken place with regard to the Medicare Advantage Plan which is being marketed outside of the Consortium and the importance in addressing this going forward. There will also be discussion of risk assessment related to future growth of the Consortium and the impact of members changing plans.

Ms. Dowd reported she has been busy speaking with prospective members and developing plan comparisons, particularly in the Consortium's new territory. She announced a meeting will be held with Benefit Clerks on May 3rd.

Ms. Dowd provided a staffing update and said interviews will be taking place soon to fill the position of the Clerk of the Board as Michelle Cocco will be retiring soon. Ms. Dowd said the Consortium's long-range planning will include discussion of staffing for the Consortium, including a look at when it will need to grow in the future, succession planning for all positions, and what responsibilities will need to be covered in the future.

Review/Approve Amended Personnel Policies

Ms. Drake reviewed changes that have been made to the Town of Ithaca's Personnel Policies that apply to Consortium employees.

It was MOVED by Ms. Granger, seconded by Ms. Michelle Nunn, and unanimously adopted by voice vote by members present, to approve the Town of Ithaca's Personnel Policies as presented. MOTION CARRIED.

Discussion of Open Meetings Law

Ms. Dowd provided an update on changes to the New York State Open Meetings Law and said the Consortium will return to the practice that was in place during the pandemic that allowed for members to attend meetings from an established satellite location. Ms. Cocco said a statement needs to be posted on the Consortium's website to explain how a member of the public can attend a meeting. Also, the legislation includes language that requires the adoption of a resolution stating that it is acceptable for a member to attend remotely from a private location in specific extraordinary circumstances such as when they are sick.

Ms. Drake said it is her understanding that there must be quorum in one public location. Ms. Cocco said she was advised that any member attending from a public location where proper notice was given would count toward quorum. There was interest by members in adopting a resolution to outline the Consortium's plan for allowing and publicizing satellite locations and to allow members to attend in extraordinary circumstances.

In response to a question of whether each satellite location should be included in the resolution, Ms. Cocco said a public location can change with each meeting. Ms. Earle suggested the resolution state "a member can attend from any designated publicly-accessible satellite location as posted on the Consortium's website for the specified meeting."

Ms. Holmes said the legislation includes a requirement that a resolution needs to be adopted by June 8th. There was consensus to move forward with an understanding by the Committee that the Consortium will return to holding open meetings on June 8th. Ms. Drake said there needs to be discussion of how members of the Joint Committee can continue to be permitted to attend meetings remotely as that has increased members' ability to attend.

Newsletter Distribution

Ms. Dowd reported the Consortium is proposing to go paperless with the Newsletter in January of 2023. In July, members and retirees will begin to receive information on how to access the Newsletter; there will also be an option for retirees and employees without e-mail to register to receive it electronically. The Newsletter will continue to be sent electronically to Consortium municipalities for distribution to employees. Members were supportive of moving in this direction.

Prescription Benefit Management Contract Review

Ms. Dowd said the Committee received an update in their agenda packet on the status of prescription benefit management services. She explained a situation that occurred at the beginning of the year when ProAct moved to a new platform that hadn't been discussed in depth during last year's contract discussions. She said they changed systems in January and when this happened the relationship between ProAct and Excellus was impacted as the information feed was no longer mapped correctly. This particularly impacted the City of Ithaca and its bargaining units that have unique prescription drug classes and resulted in some members being unable to fill prescriptions.

Ms. Dowd said Ms. Rodrigues met with several groups, including ProAct, Excellus, and Locey and Cahill, to start a cleanup to make sure Excellus had all of the correct information and that it was being fed to ProAct platform correctly. Ms. Dowd said it was also identified during that process that there needed to be a cleanup of plans and that process is underway. Ms. Dowd said at the same time there was a formulary change that specifically impacted diabetic medications and tier changes; another impact of this change was the further accumulator issues.

Ms. Dowd said the Consortium received great support from ProAct and Ms. Rodrigues was given some online tools that allowed her to see how claims were being paid and share information with subscribers immediately. Also, if subscribers weren't successful in getting resolution with

ProAct they were able to contact Ms. Rodrigues. Ms. Dowd noted there continues to be issues with the ProAct website and the ability of members to access particular data.

Ms. Earle said in retrospect she wishes there had been more information to retirees from ProAct, including a way for the notification to get a retiree's attention better.

Mr. Spenard said the one thing that caught the attention of Locey and Cahill was their tier change and the lack of an alternative insulin drug. Ms. Drake said she learned through the process that there are times when a member can receive a better benefit through a retail pharmacy as opposed to mail order and noted the process of learning how and where to shop for prescriptions can be very confusing for retirees.

It was suggested that the Committee hold an executive session at its next meeting to discuss prescription benefit management services. Ms. Dowd spoke of timing as this contract requires Board of Directors approval. She will alert the Committee if a special meeting is needed.

RESOLUTION NO - 2022 – ADOPTION OF AMENDED ONLINE ENROLLMENT POLICY AND COMMERCIAL GROUP HEALTH INSURANCE APPLICATION/CHANGE FORM

MOVED by Ms. Drake, seconded by Ms. Michell Nunn. Ms. Dowd explained the intent is to bring the policy in line with current practice and also noted the change in the title of the form. The resolution was unanimously adopted by voice vote by members present.

WHEREAS, non-online subscriber enrollment has many opportunities for things to slip through the cracks and can result in delays due to the length of time between when a subscriber submits their enrollment change and when it is in the "system", and

WHEREAS, the Consortium's vision statement includes: "*The Consortium administers operations by collaborating with claims administrators, providers, and employee representatives in an effort to manage its costs, efficiencies, and success,*" and

WHEREAS, adopting a policy whereby all enrollment changes being submitted online complies with the Vision Statement and works in concert with the Excellus software system to optimize delivery of service, and

WHEREAS, Excellus has committed to process timelines for online enrollment, now therefore be it

RESOLVED, on recommendation of the Operations Committee, That the Executive Committee, on behalf of the Board of Directors, adopts the amended "Online Enrollment Policy" ensure all enrollment changes as soon as practicable will be done "online".

* * * * *

RESOLUTION NO. – 2022 - ADOPTION OF POLICY REGARDING REINSTATEMENT OR TERMINATION OF SUBSCRIBERS

MOVED by Ms. Granger, seconded by Ms. Earle. Ms. Dowd explained there is a policy from 2016 that addresses how the Consortium specifically manages retrospective terminations. This resolution clarifies that the Consortium, as an Article 47 self-funded plan, is governed by this 120-day reinstatement or termination. In response to Ms. Earle, Ms. Dowd said the Consortium can terminate a policy due to death at the time of notice and does not need the death certificate to do so. The resolution was unanimously adopted by voice vote by members present.

WHEREAS, as a self-funded plan, the Consortium has **120 days** from the receipt date to make additions, changes, reinstatements and terminations with the Plan Administrator, and

WHEREAS, any change past 60 days requires a “Retro Activity Exception Form”, and

WHEREAS, additions and changes should not be allowed after the 60-day period unless there is qualifying event and a retro exception request submitted with supporting documentation, and

WHEREAS, this policy has been created to help administer any retroactive requests post 60 days of the qualifying event to add or delete a subscriber and is intended to:

- Prevent adverse selection.
- Ensure subscriber and group satisfaction.
- Ensure timely and accurate reimbursement to providers for services rendered to members.
- Meet limitations regarding the ability to retract claims.
- Reduce administrative and provider costs when claims are adjusted or retracted.
- Comply with Federal and NYS requirements

now therefore be it

RESOLVED, on recommendation of the Operations Committee, That the Executive Committee, on behalf of the Board of Directors, hereby adopts the following policy to govern the length of time transactions must be submitted.

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RESOLUTION NO. - 2022 – AMENDMENT TO RESOLUTION NO. 011-2020
“AUTHORIZATION BY THE BOARD OF DIRECTORS TO
REMOVE BENEFIT PLANS FROM THE CONSORTIUM’S
MENU OF BENEFIT PLAN OFFERINGS” BY RESTRICTING
PLAN ENROLLMENT

MOVED by Ms. Michelle Nunn, seconded by Ms. Drake. Ms. Dowd said the Consortium is trying to move people out of particular plans and has been having people move back into them. As a result of this she called attention to language contained in the resolution stating “any new or existing members be restricted from enrolling or re-enrolling in the following plans”. The resolution also clarifies coding and plan descriptions. She said the resolution asks that when membership drops to below five enrollees and the plan is no longer being offered to active employees or retirees that the Consortium will eliminate the plan. She said there is a need to clean up the Consortium’s menu of plans, noting any plan requires administration and can be time-consuming and costly. The Consortium will work with municipalities to identify an alternate plan when one is being eliminated with a comparable benefit and the resolution will be reviewed by the Joint Committee on Plan Structure and Design.

Ms. Michell Nunn said while she understands the intent of the resolution, the City of Ithaca is currently in negotiations and she cannot vote on any action that may conflict to items under negotiation. Ms. Earle said she also could not vote on any action that could potentially impact negotiations at Tompkins Cortland Community College. Ms. Dowd said while she believes the resolution could be revised to accommodate Ms. Nunn’s concerns, she has concern leaving it open-ended as the Consortium would like to discontinue offering outdated plans. Ms. Drake offered to share sample contract language that could be used.

Ms. Nunn said she is interested in learning more about the Medicare Supplement Plan and the advantages of moving to that. Ms. Earle offered to discuss the positive experiences she has observed at the College.

It was the consensus of members to withdraw this resolution to allow time for a revision to the drafted. RESOLUTION WITHDRAWN.

WHEREAS, to achieve administrative efficiencies the Consortium removed from the Consortium's Menu of Benefit Plan Offerings effective January 1, 2021 the following benefit plans:

1. Indemnity Plan MM3

Plan Description:

MM3 – Basic Benefits with “Major Medical” \$100/\$200 Deductible & \$750/\$2,250 Out-of-Pocket Maximum

2. Medicare Supplement Plans MS1, MS2, MS5, and MS6

Plan Descriptions:

MS1 - Medicare Supplement Plans with No Prescription Drug Coverage

MS2 - Medicare Supplement Plans with \$5/\$15/\$30 Rx Copay Plan

MS5 - Medicare Supplement Plans with 20%/20%/40% Rx Copay Plan

MS6 - Medicare Supplement Plans with 20%/30%/50% Rx Copay Plan

, and

WHEREAS, to achieve further administrative efficiencies the Consortium wishes to continue consolidation and streamlining its menu of benefit plan offerings, and

WHEREAS, although included in the menu of benefit plan offerings, there are medical and prescription drug plans that are not being utilized by Consortium Participants and have no one enrolled or less than five Participants, and

WHEREAS, the removal of these plans from the Consortium's menu of benefit plans has been recommended by the Consortium's Consultants, now therefore be it

RESOLVED, on recommendation of the Operations Committee and the Joint Committee on Plan Structure and Design, That the Executive Committee, on behalf of the Board of Directors, hereby Amends Resolution No. 011-2020 “Authorization by the Board of Directors to Remove Benefit Plans from the Consortium's Menu of Benefit Plan Offerings” to include the following benefit plans be removed from the Consortium's Menu of Benefit Plan Offerings, and any new or existing members be restricted from enrolling or re-enrolling in the following plans:

1. Classic Blue Indemnity Plans

Plan Descriptions:

MM1- Classic Blue \$50/\$100 Deductible & \$400/\$1,200 Out-of-Pocket Maximum

MM2- Classic Blue \$100/\$200 Deductible & \$200/\$400 Out-of-Pocket Maximum

MM5- Classic Blue \$100/\$300 Deductible & \$400/\$1,200 Out-of-Pocket Maximum

MM3- Classic Blue MM RX (No ProAct Prescription coverage) \$50/\$150 Deductible & \$400/\$1,200 Out-of-Pocket Maximum

2. PPO Plans

PPO1- PPO \$10/\$35 with \$1,000/\$3,000 Out-of-Pocket Maximum and \$250/\$750 Out-of-Network Deductible

PPO2- PPO \$15/\$35 with \$1,500/\$4,500 Out-of-Pocket Maximum and \$500/\$1,500 Out-of-Network Deductible

PPO3- PPO \$20/\$35 with \$2,000/\$6,000 Out-of-Pocket Maximum and \$750/\$2,250 Out-of-Network Deductible

PPOT- PPO \$10/\$100 with \$1,000/\$3,000 Out-of-Pocket Maximum and \$250/\$750 Out-of-Network Deductible

3. Comprehensive Value Plan

MM6- Comprehensive Plan with \$500/\$1,500 Deductible & \$2,500/\$7,500 Out-of-Pocket Maximum

4. 2-Tier Rx Plans 2T1, 2T2, and 2T3 (No Prior Authorization, Quantity Limit, or Step Therapy)

2T1 – 2-Tier Rx Plan with \$1/\$1 generic/brand retail copays and \$1/\$1 generic/brand mail-order copays

2T2 – 2-Tier Rx Plan with \$2/\$5 generic/brand retail copays and \$2/\$5 generic/brand mail-order copays

2T3 – 2-Tier Rx Plan with \$2/\$10 generic/brand retail copays and \$2/\$10 generic/brand mail-order copays

5. 3-Tier Rx Plans 3T3, 3T5a, 3T6, 3T7, 3T9, 3T10, 3T11, and 3T13

3T3 – 3-Tier Rx Plan with \$5/\$10/\$25 Tier 1/2/3 retail copays and mail-order copays at 2x retail

3T5a – 3-Tier Rx Plan with \$5/\$15/\$30 Tier 1/2/3 retail copays and mail-order copays at 1x retail

3T6 – 3-Tier Rx Plan with \$5/\$15/\$30 Tier 1/2/3 retail copays and mail-order copays at 2x retail

3T7 – 3-Tier Rx Plan with \$5/\$20/\$35 Tier 1/2/3 retail copays and mail-order copays at 2x retail

3T9 – 3-Tier Rx Plan with \$10/\$25/\$40 Tier 1/2/3 retail copays and mail-order copays at 2x retail

3T10 – 3-Tier Rx Plan with \$15/\$30/\$45 Tier 1/2/3 retail copays and mail-order copays at 2x retail

3T11 – 3-Tier Rx Plan with 20%/20%/40% Tier 1/2/3 retail and 15%/15%/40% mail-order copays

3T13 – 3-Tier Rx Plan with 20%/30%/50% Tier 1/2/3 retail and 20%/30%/50% mail-order copays

RESOLVED, further, That the Board of Directors shall take action to consider eliminating any of these plans from its menu of offerings once the membership drops to below five (5) enrollment and the plan is no longer being offered to active employees or retirees. In addition, this would eliminate MM6 Comprehensive Plan on December 31, 2023 and MM3 Classic Blue MM RX with an end date of December 31, 2022 due to low enrollment.

RESOLUTION NO. - 2022 – ADOPTION OF BUSINESS CONTINUITY AND DISASTER RESPONSE PLAN - 2022

MOVED by Ms. Drake, seconded by Ms. Earle, and unanimously adopted by voice vote by members present. Ms. Dowd briefly reviewed the purpose of this annual resolution, noting there are very few changes from 2021.

WHEREAS, the Department of Financial Services has advised in Insurance Circular Letter No. 7 (2021) that the Consortium must develop a Business Continuity and Disaster Response Plan (BCPDRP) each year, and

WHEREAS, the purpose of a Business Continuity and Disaster Response Plan is to ensure the organization's system of procedures to restore critical business functions in the event of unplanned disaster, and

WHEREAS, Consortium staff has worked in cooperation with the Tompkins County Information Technology Services Department in creating the Consortium's first approved Business Continuity and Disaster Response Plan that was originally adopted September 1, 2021, and

WHEREAS, upon approval, the Plan will be maintained by the Executive Director of the Consortium and shall be made available to all Consortium Participants, Consortium employees, and the Tompkins County Information Technology Services Department, and

WHEREAS, the Business Continuity and Disaster Response Plan shall be updated and approved annually, now therefore be it

RESOLVED, on recommendation of the Operations Committee, that the Executive Committee, on behalf of the Board of Directors, hereby approves the Business Continuity and Disaster Response Plan dated April 25, 2022.

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Next Meeting Agenda Items

At the next regular meeting on June 25th the Committee will begin to discuss revisions to the Municipal Cooperative Agreement and items deferred from this meeting including: Resolution addressing the Open Meetings Law; a resolution amending the application process, and a revised resolution amending the Consortium's menu of benefit plan offerings.

Ms. Nunn suggested a future newsletter include information on ways members can avoid out-of-network charges.

Adjournment

The meeting adjourned at 2:26 p.m.

Special Operations Committee Meeting

May 23, 2022

1 p.m.

Remote via Zoom

Present: Ed Fairbrother; Sunday Earle; Lisa Holmes; Schelley Michell-Nunn; Judy Drake, Temporary Member
Excused: Laura Granger
Absent: Luann King, Mark Emerson, Janine Bond
Vacancy: One seat
Guests: Denise Malone, City of Ithaca; Sarah Thomas, Tompkins County; Rob Spenard, Paul Pelton, Locey and Cahill
Staff: Elin Dowd, Executive Director; Michelle Cocco, Clerk of the Board; Judy Drake, Board Chair; Kylie Rodrigues, Benefits Specialist; Teri Apalovich, Finance Manager

Call to Order

Ms. Holmes, Chair, called the meeting to order at 1:01 p.m.

RESOLUTION NO. – 2022 - ADOPTION OF OPEN MEETINGS LAW PROCEDURES FOR THE CONSORTIUM’S BOARD OF DIRECTORS AND COMMITTEES

Ms. Dowd explained if the Open Meetings Law exemption is lifted on June 8th the Consortium is required to have a policy in place to recognize any exemptions for those who have to comply with the Law. The resolution contains language consistent with law to continue videoconferencing requirements as the Consortium is subject to comply. She said the Consortium is looking at going back to having in-person meetings, established satellite meetings, and the ability for a member to attend from a remote location under specific circumstances.

In response to a question by Ms. Earle as to how members who attend remotely will be counted, Ms. Dowd explained someone attending remotely under a special circumstance will not be counted towards quorum, however, once there is a quorum the member can vote. Ms. Earle said the Joint Committee struggles with quorum and questioned how that will be handled. Ms. Dowd said that Committee may be handled differently but noted there has been an interest expressed by some members to return to in-person meetings. Notification of the satellite locations will be posted on the Consortium’s website as well as with the meeting notices when possible.

Ms. Drake, Chair of the Board, appointed herself as a Temporary Member of the Committee for quorum purposes.

It was MOVED by Ms. Earle, seconded by Mr. Fairbrother, and unanimously adopted by voice vote by members present, to approve the following resolution and submit to the Executive Committee.

WHEREAS, Subdivision (c) of section 103 of the Public Officers Law, as added by Chapter 289 of the laws of 2000, is amended through July 1, 2024 to require that a public body shall provide an opportunity for the public to attend, listen, and observe meetings in at least one physical location at which a member participate, and

WHEREAS, January 1, 2024 the NYS Committee on Open Government will submit a report to the State concerning the application and implementation of this law and any further recommendations governing the use of videoconferencing by public bodies to conduct meetings, and

WHEREAS, said law allows a public body, in its discretion, to use videoconferencing to conduct its meetings pursuant to the requirements of the law provided that a minimum number of members are present to fulfill the public body's quorum requirement in the same physical location or locations where the public can attend, and the following criteria are met:

- A public body has held a public hearing and adopted a resolution by June 8, 2022 authorizing the use of videoconferencing for itself and its committees or subcommittees and the public body has established written procedures governing member and public attendance consistent with the legislation, and such written procedures are conspicuously posted on the public website of the public body.
- The members of the public body shall be physically present at any such meeting unless such member is unable to be physically present at any such meeting location due to extraordinary circumstances, as set forth in the resolution and written procedures adopted, including disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting. A request shall be submitted to the Clerk of the Board at least 48 hours in advance of the meeting.
- Except in the case of executive sessions conducted pursuant to law, the public body shall ensure that members of the public body can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon.
- The minutes of the meetings involving videoconferencing shall include which, if any, members participated remotely and shall be available to the public if videoconferencing is used to conduct a meeting; the public notice for the meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend.
- The public body shall provide that each meeting conducted using videoconferencing shall be recorded and such recordings posted or linked on the public website of the public body within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request;
- Open meetings of any public body that are broadcast or that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines.
- A member who is participating from a remote location that is not open to in-person physical attendance by the public may not count toward a quorum of the public body (but may participate and vote if there is a quorum of members at a physical location open to the public).
- "In person" participation requirements of the Law shall not apply during a state disaster emergency declared by the governor pursuant to section twenty-eight of the executive law, or a local state of emergency proclaimed by the chief executive of a county, city, village or town pursuant to section twenty-four of the executive law, if the public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in person meeting.

now therefore be it

RESOLVED, That a public hearing was duly advertised and held on June 1, 2022,

RESOLVED, on recommendation of the Operations Committee, That the Executive Committee hereby adopts the use of videoconferencing for meetings of the Consortium's Board of Directors and Standing Committees pursuant to the requirements set in Subdivision (c) of section 103 of the Public Officers Law and summarized above,

RESOLVED, further, That members shall be permitted to attend meetings remotely due to extraordinary circumstances, such as disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting,

RESOLVED, further, That the Consortium shall allow members to attend remotely via an established satellite location with participation counting quorum,

RESOLVED, further, that the Consortium hereby adopts the following procedures for members attending remote meetings:

- A calendar of meetings will be posted on the Consortium's website that includes date, time, physical locations(s) where a member of the public may attend, and directions for receiving instructions for joining the meeting remotely by videoconferencing;
- Members attending remotely from a satellite location must provide notice of the publicly-accessible location from which they will attend as soon as possible but no later than within 48 hours of the meeting for posting on the Consortium's website;
- Members attending remotely from a publicly-accessible location where proper notice has been given will be counted towards quorum;
- Members attending remotely shall maintain visual contact throughout the meeting;
- Meetings of Consortium committees shall be recorded, posted to the Consortium's YouTube page, and retained for a period of five years.

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Executive Session

It was MOVED by Ms. Earle, seconded by Mr. Fairbrother, and unanimously adopted by voice vote by members present, to enter into executive session at 1:14 p.m. to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

It was MOVED by Ms. Michell-Nunn, seconded by Ms. Earle, to return to open session at 1:53 p.m.

Adjournment

On motion the meeting adjourned at 1:53 p.m.

Executive Director Report June 2022

When the Consortium started, we were fortunate to garner the support of Michelle Cocco as our Clerk of the Board. Michelle's role has changed over the years, but her commitment to advancing our mission has always remained steadfast. Although I am thrilled that Michelle is now at a stage in life where she can celebrate retirement both from the County as well as the Consortium, I am saddened that she has put in her final notice for June 17th. We will recognize Michelle at the June Executive Committee meeting for her years of service and dedication to the Consortium.

Lynn Lacko-Sheldon will start as our new Clerk of the Board on June 6th and work closely with Michelle before she completely retires. Lynn has been working at TC3 in the Continuing Education Department as an Administrative Assistant. Lynn's previous work includes working with School Treasurers as part of the Syracuse City School District staff, other accounting roles, and has significant experience with supporting programs and departments with strong administrative and organizational skills. In addition, Lynn has had experience working with municipalities in various rolls and we know she will make a great addition to our team.

Executive Committee

The Executive Committee continues to address issues related to advancing our mission through long-term business planning meetings. Currently, the Committee is reviewing Section A 5. of the Municipal Cooperative Agreement and analyzing the risks associated with changing our policy on full participation for all employee groups.

Audit and Finance Committee

At the April meeting the Audit and Finance Committee met with our external auditors to review the 2021 annual audit. The full report is available on our website and a copy of the report with notes from the Executive Director as the Annual Report was sent in early May to all Directors. The report was accepted thus allowing Finance Manager, Teri Apalovich, to submit the 2021 annual JURAT to the NYS Department of Financial Services.

The new sub-committee working on the Investment Manager's RFP (Request for Proposals) has had discussions with the Audit and Finance Committee on our current Investment Policy Statement and our appetite for any additional risk we may wish to include in our Policy going forward. An amended Policy was approved by the Committee and additional investment vehicles were added. The new Policy will be put before the Board in September. In anticipation of the changes, Wilmington Trust was contacted to ask them to prepare a presentation to the Committee in June regarding their willingness to manage under the new policy and present how they would change our portfolio with these revisions. Their response is below.

"We are very excited to work with Greater Tompkins County Municipal HIC (GTCMHIC) as the investment parameters are expanded to allow for the complete sector allocation of the NY GML. We also look forward to providing our investment management services in the manner consistent with our discretionary investment management relationships.

Once we review the revised Investment Policy Statement (IPS), we will be in touch with any comments or questions. We will ensure that we have a complete understanding of the GTCMHIC objectives including liquidity needs, risk tolerance and statutory constraints. As a discretionary investment manager, we will set the investment strategy within the guidelines of the IPS and our discussions and we will execute. We do not discuss on a trade-by-trade basis, but rather make investment decisions based on the goals and objectives of GTCMHIC as stated in the IPS and market conditions. Our goal is to maximize the yield of the portfolio within the guidelines provided.

Per our discussion today, we will work to model a portfolio reinvesting those securities that will mature prior to September and taking advantage of the sectors where we see value. In today's rising rate environment where the Fed, in an effort to control inflation, is signaling an aggressive rate rise campaign we expect we will keep the portfolio short. The strategy allows us to evaluate the data regarding inflation and interpret what the Fed has planned going forward. This also allows us to redeploy the maturing funds at higher prevailing rates if they hike

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as expected. Our current expectation is that we will keep the portfolio short until such time as we believe the market and interest rates have stabilized.

Operations Committee

The Operations Committee met in April and is continuing to review policies that will help us work more efficiently. A new policy was reviewed to remain compliant with changes to the NYS Open Meetings Law. The draft of the new policy will be advanced for approval at the June Executive Committee meeting. In addition, the Committee is reviewing the performance of our Pharmacy Benefit Manager under the new contract which went into effect on January 1, 2022.

Nominations and Engagement Committee

The Nominations and Engagement Committee met in April to secure candidates to fill vacancies created due to resignations. Discussions have also started on topics for our Board retreat in August and the Annual September Board meeting. One of the goals for this Committee remains how to keep people engaged in the organization as we continue to grow.

Claims and Appeals Committee

The Executive Director, along with Locey and Cahill, met with BMI to review the Executive Summary for our Prescription Drug Audit. The Executive Director recently followed up with ProAct to discuss the audit and any concerns that surfaced as part of the audit. Making sure we receive all manufacturer's rebates in a timely fashion remains an ongoing concern for us and continued discussions will transpire with ProAct regarding this topic. An RFP will commence to review all options available to us towards securing a firm to continue auditing our third-party claims administrators.

The Joint Committee on Plan Structure and Design

New Bylaws have been reviewed and approved. Continued concern remains for how to keep labor representatives involved in our organization, especially to reach quorum for the Joint Committee, but also to fill labor seats on our Board of Directors. The May meeting was jam-packed with information on the performance of our plan including presentations by both Excellus and ProAct on the 2021 Utilization Review. Both reports can be found on our website <http://www.healthconsortium.net/governance/financials>

Our 2022 Blue4U Biometric screenings had a record-breaking year of participation with close to 700 subscribers participating.

Our Benefit Specialist, Kylie Rodrigues, hosted a Wellness seminar on April 28th on advanced care planning. The Webinar was well received, and many participants asked for additional information relative to the topic. Thank you to Karen McMullen, Esq. from Levene Gouldin & Thompson, LLP, for volunteering your time to increase our awareness of important information relative to effective planning.

[Link to Facebook page](#)

<p>The June Newsletter will be available shortly. Please check your mailbox and our website for more information.</p>

Respectfully submitted by Elin R. Dowd, Executive Director, May 27, 2022.



Greater Tompkins County Municipal Health Insurance Consortium

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"Individually and collectively we invest in realizing high quality, affordable, dependable health insurance."

2022 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (Adopted September 23, 2021; effective January 1, 2022)

THIS AGREEMENT (the "Agreement") made effective as of the 1st day of October 2010 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

W H E R E A S:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental,

2022 Municipal Cooperation Agreement

and/or vision) to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Medical Plan(s)"), as that term is defined by Section 4702 (e) of the Insurance Law.

2. The following Participants shall comprise the current membership of the Consortium:

Municipality Name	Effective Date
City of Ithaca	1/1/2011
County of Tompkins	1/1/2011
Town of Caroline	1/1/2011
Town of Danby	1/1/2011
Town of Dryden	1/1/2011
Town of Enfield	1/1/2011
Town of Groton	1/1/2011
Town of Ithaca	1/1/2011
Town of Ulysses	1/1/2011
Village of Cayuga Heights	1/1/2011
Village of Dryden	1/1/2011
Village of Groton	1/1/2011
Village of Trumansburg	1/1/2011
City of Cortland	1/1/2013
Town of Lansing	1/1/2013
Town of Willet	1/1/2015
Village of Homer	1/1/2015
Town of Marathon	1/1/2016
Town of Truxton	1/1/2016
Town of Virgil	1/1/2016
Town of Aurelius	1/1/2017
Town of Cincinnatus	1/1/2017
Town of Montezuma	1/1/2017
Town of Moravia	1/1/2017
Town of Preble	1/1/2017
Town of Scipio	1/1/2017

Municipality Name	Effective Date
Town of Springport	1/1/2017
Village of Union Springs	1/1/2017
Town of Homer	1/1/2018
Town of Newfield	1/1/2018
Town of Owasco	1/1/2018
County of Seneca	1/1/2019
Town of Big Flats	1/1/2019
Town of Mentz	1/1/2019
Town of Niles	1/1/2019
Town of Sennett	1/1/2019
Village of Freeville	1/1/2019
Village of Horseheads	1/1/2019
Village of Lansing	1/1/2019
Town of Horseheads	1/1/2020
Town of Spencer	1/1/2020
Lansing Library	1/1/2020
Village of Watkins Glen	1/1/2020
Town of Catharine	1/1/2021
Town of Cuyler	1/1/2021
Town of Dix	1/1/2021
Town of Hector	1/1/2021
Town of Tioga	1/1/2021
Village of Owego	1/1/2021
Town of Erwin	1/1/2022
Town of Throop	1/1/2022
Village of Minoa	1/1/2022
Village of Fayetteville	1/1/2022

3. Membership in the Consortium may be offered to any municipal corporation as defined in N.Y. Insurance Law Section 4702(f) within the geographical boundaries of the Counties of Tompkins, Broome, Cayuga, Chenango, Chemung, Cortland, Madison, Onondaga, Ontario, Oswego, Tioga, Schuyler, Seneca, Steuben, Wayne, and Yates, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility. Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto, and applicable law. Upon admission of any new Participant, the Consortium shall amend Section A(2) of this Agreement to reflect that change in membership, which must be submitted to the New York State Department of Financial Services (“DFS”) for approval. The geographic boundaries of the Consortium shall not be expanded beyond the above-listed counties without amendment of the MCA, submitted to DFS for approval, and prior DFS approval of an amendment to the Certificate of Authority.

4. The Board, in its sole discretion, and by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the geographical boundaries set forth in Section A(3) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation’s financial responsibility. Such corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.

5. Participation in the Medical Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant shall not be permitted without a Board approved waiver. Participants with a waiver allowing active employees not enrolled in Consortium benefit plan options, must, within 3 (three) years of the date of enrolling in the Consortium, fully enroll all of their active employees in Consortium plan options. Failure to comply with this provision may be grounds for termination from participation in the Consortium as defined in Section Q(3).

6. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.

7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re-entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

B. PARTICIPANT LIABILITY.

1. The Participants shall share in the costs of, and assume the liabilities for benefits (including medical, surgical, and hospital) provided under the Medical Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the governing board of the municipal cooperative health benefit plan, as set forth in Section L(4) of this Agreement or as ordered by the Superintendent or under Article 74 (seventy four) of the New York State Insurance Law. The pro rata share shall be based on the Participant's relative "premium" contribution to the Medical Plan(s) as a percentage of the aggregate "premium" contribution to the Medical Plan(s), as is appropriate based on the nature of the assessment or contribution.

2. New Participants (each a "New Participant") who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Medical Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the New Participant prior to its admission.

3. Each Participant shall be liable, on a pro rata basis, for any additional assessment required in the event the Consortium funding falls below those levels required by the Insurance law as follows:

- a. In the event the Consortium does not have admitted assets (as defined in Insurance Law Section 107) at least equal to the aggregate of its liabilities, reserves, and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.
- b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.
- c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Medical Plan(s), shall be referred to as the "Board of Directors" (the "Board"). The voting members of the Board shall be composed of one representative of each Participant and representatives of the Joint Committee on Plan Structure and Design (as set forth in Section C(11)), who shall have the authority to vote on any official action taken by the Board (each a "Director"). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.

2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium's Chairperson in writing of its selection of a new designee to represent the Participant as a Director.

3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from January 1 through December 31 (the "Plan Year").

4. No Director may represent more than one Participant.

5. No Director, or any member of a Director's immediate family, shall be an owner, officer, director, partner, or employee of any contractor or agency retained by the Consortium, including any third-party contract administrator.

6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board”, as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.

While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing videoconferencing that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses.

7. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Joint Committee on Plan Structure and Design may designate alternate Directors as set forth in Section C(11).

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on an annual basis, at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) in September of each Plan Year.

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least a three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event the three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

10. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send resolutions regarding said actions via electronic communication to each and all of the Directors. The Directors may then electronically communicate their approval or disapproval of said resolution via signed document to the Chairperson. In accordance with NY Business Corporation Law Section 708(b), unanimous consent is required for the Chairperson to act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

11. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Representatives (as defined in Section K) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board's meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives' voting authority.

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

2. For purposes of this Section D, each Director shall receive votes as follows:

- a. Each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.
- b. Each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
- c. The Labor Representatives shall be entitled to one (1) vote each.

3. Attached as Addendum “A” to this Agreement is an example of the application of the voting formula contained in subparagraph “2” of this Section.

4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

E. ACTIONS BY THE BOARD

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required, in accordance with N.Y. Insurance Law § 4705, to take action on the following matters:

- a. In accordance with N.Y. Insurance Law § 4705 (d) (5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 1st of each year, and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.
- b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).
- c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).

- d. To select and approve the benefits provided by the Medical Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Insurance Law Section 4709, a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
- e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), the Board may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
- f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).
- g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
- h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
- i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.
- j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:

- a. To fix the frequency, time and place of regular Board meetings.
- b. To have a plan consultant (the “Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1st of each year.
- c. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.
- d. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- e. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.
- f. Annually elect Directors to the Executive Committee to oversee operations and develop recommendations for Board actions stated in this Section E.

F. EXECUTIVE COMMITTEE

1. The Executive Committee of the Consortium shall consist of at least eleven (11) and no greater than fifteen (15) Directors. Executive Committee Directors are elected annually, but shall always include the elected Chairperson, Vice-Chairperson, and the Secretary of the Consortium, as well as the designated Chief Fiscal Officer and Chairperson of the Joint Committee on Plan Structure and Design.

2. The Secretary shall be responsible for maintaining all records in accordance with Article E, Section 1.g.

3. The Executive Committee shall establish meeting dates at its Organizational Meeting. The Executive Committee shall meet no less frequently than once per quarter.

4. Special meetings of the Executive Committee may be called at any time by the Chairperson or by any two (2) Executive Committee Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

5. The Executive Committee shall:

- a. Conduct business according to its Bylaws within its delegated authority, subject to approval and/or ratification of its actions at the next scheduled Board meeting.
- b. Create sub-committees as necessary to monitor operations and make recommendations, to the Executive Committee and/or Board, to facilitate operations.

- c. Manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.
- d. Develop Bylaws for its operations.
- e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board's members as set forth in its Bylaws.
- f. Establish administrative guidelines for the efficient operation of the Consortium.
- g. Annually appoint a treasurer (the "Treasurer") who may or may not be a Director and who shall be the treasurer, or equivalent financial officer, for one of the Participants. The Treasurer's duties shall be determined by the Chief Fiscal Officer to whom he/she will report.
- h. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

G. OFFICERS

1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson, Chief Fiscal Officer, and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.

2. Officers of the Consortium and employees of any third-party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third-party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium, but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of such officers' duties.

3. Officers shall serve at the pleasure of the Board and may be removed or replaced upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY

1. The Chairperson shall be the Chief Executive Officer of the Consortium.

2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.

3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.

4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.

I. CHIEF FISCAL OFFICER

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium, and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and tasks to the Treasurer to assist in accomplishing this function. However, the Chief Fiscal Officer may never delegate his/her ultimate authority and shall remain responsible for ensuring that the Consortium's finances are operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be the City Controller of the City of Ithaca. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Consortium shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Consortium.

2. All monies collected by the Chief Fiscal Officer relating to the Consortium, shall be maintained and administered as a common fund. The Chief Fiscal Officer shall, notwithstanding the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Board and as deemed acceptable to the Superintendent.

3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such monies and principal amount as may be required by the Superintendent.

4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.

5. The Chief Fiscal Officer may invest monies not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.

6. The Chief Fiscal Officer shall account for the Consortium's reserve funds separate and apart from all other funds of the Consortium, and such accounting shall show:

- a. the purpose, source, date, and amount of each sum paid into the fund;
- b. the interest earned by such funds;
- c. capital gains or losses resulting from the sale of investments of the Consortium's reserve funds;
- d. the order, purpose, date and amount of each payment from the reserve fund; and
- e. the assets of the fund, indicating cash balance and schedule of investments.

7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;
- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

8. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Consortium's reserve funds.

J. PLAN ADMINISTRATOR

The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an administrator and/or insurance company of the Medical Plan (the "Plan Administrator") and the other provider(s) who are deemed by the Board to be qualified to receive, investigate, audit, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered. All such contracts shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN

1. There shall be a Joint Committee on Plan Structure and Design (the "Joint Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Medical Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.

2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Medical Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.

3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members,

an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.

4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.

5. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members an individual to serve as an additional at-large voting Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to seventeen (17), the union members of the Joint Committee on Plan Structure and Design shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor Representatives" as defined in Section C(11) of this Agreement. If the number of municipal members on the Consortium rises to twenty-three (23), the Union Members may select from among their members a third At-Large Labor Representative to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Representative to serve as Director with a maximum of ten (10) Labor Representatives. Attached hereto as Addendum "B" is a table illustrating the addition of At-Large Labor Representatives as set forth in this Section. Any At-Large Labor Representative designated according to this section shall have the same rights and obligations as all other Directors.

L. PREMIUM CALCULATIONS/PAYMENT.

1. The annual premium equivalent rates shall be established and approved by a majority of the entire Board. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board, subject to review and approval by the Superintendent. The premium equivalent rates shall consist of such rates and categories of benefits as is set forth in the Medical Plan[s] that is determined and approved by the Board consistent with New York law.

2. In accordance with N.Y. Insurance Law §§ 4706 & 4707, the Consortium shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.

3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due may be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday, or day observed as a legal holiday by the Participants.

The Consortium may waive the first penalty once per Plan Year for each Participant, but will strictly enforce the penalty thereafter. A repeated failure to make timely payments, including any applicable penalties, may be used by the Board as an adequate justification for the expulsion of the Participant from the Consortium.

4. The Board shall assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, as set forth in Section B(3) above.

5. The Board, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year's budget.

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Medical Plan(s)(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Consortium and shall be administered solely by and at the expense of the Participant.

O. REPORTING.

The Board, through its officers, agents, or delegates, shall ensure that the following reports are prepared and submitted:

1. Annually after the close of the Plan Year, not later than one-hundred twenty (120) days after the close of the Plan Year, the Board shall file a report with the Superintendent showing the financial condition and affairs of the Consortium, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.

2. Annually after the close of the Plan Year, the Board shall have prepared a statement and independent actuarial opinion on the financial soundness of the Consortium, including the contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

3. The Board shall file reports with the Superintendent describing the Consortium's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.

4. The Board shall provide the annual report to all Participants and all unions, which are the exclusive collective bargaining representatives of Enrollees, which shall be made available for review to all Enrollees.

5. The Board shall submit to the Superintendent a report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be in such form, and containing such additional content, as may be required by the Superintendent.

P. WITHDRAWAL OF PARTICIPANT

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.

2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to September 1st of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.

3. Any withdrawing Participant shall be responsible for its pro rata share of any Consortium deficit that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The Consortium surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Consortium as determined by the Board. These expenses and liabilities will be determined one (1) year after the end of the Plan Year in which the Participant last participated.

4. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Consortium. Any pro rata surplus amount due the Participant shall be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount shall be billed to the Participant by the Consortium one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.

Q. DISSOLUTION; RENEWAL; EXPULSION

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants.

a. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to the Superintendent. The Board shall develop and submit to the Superintendent for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.

b. Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Consortium benefits and other Consortium obligations have been

satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Consortium terminates.

c. Any surplus or deficit shall include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.

2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on the fifth (5th) anniversary date thereafter (each a "Review Date") to the extent deemed required by Article 5-G of the New York General Municipal Law (the "General Municipal Law").

a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters

relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of two-thirds (2/3) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of two-thirds (2/3) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.
4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting.
6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Chief Fiscal Officer. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

T. CHANGES TO AGREEMENT

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by a majority vote of their respective legislative bodies, as required by N.Y. Insurance Law § 4705(a).

U. CONFIDENTIALITY

Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Medical Plan(s) with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. The Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board;

b. The Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. Any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. **Board Consideration:** Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

b. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

i. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

ii. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

W. MISCELLANEOUS PROVISIONS

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.
5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.
6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.
7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.
8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.
9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.
10. The Chairperson and Executive Director are each designated attorneys-in-fact to receive service of any summons or other legal process in any action, suit or proceeding arising out of any contract, agreement, or transaction involving the Consortium. Service may be effected on either the Chairperson or Executive Director without requiring service to both.”

X. APPROVAL, RATIFICATION, AND EXECUTION

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality’s governing body.
2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality’s participation in this Consortium

2022 Municipal Cooperation Agreement

and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date adopted by the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium and subsequently adopted by all participating municipalities.

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

Addendum "B"

Illustration of At-Large Labor Representative Calculation

Total Number of Participants	Total Number of At-Large Labor Representatives
< 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6
43-47	7
47-52	8
53-57	9
58+	10



Greater Tompkins County Municipal Health Insurance Consortium

P.O. Box 7 • Ithaca, New York 14851 • (607) 274-5590

Headquarters: 215 N. Tioga Street, Ithaca, NY 14850

www.healthconsortium.net • consortium@tompkins-co.org

"Individually and collectively we invest in realizing high quality, affordable, dependable health insurance."

**RESOLUTION NO. – 2022 – ADOPTION OF AMENDED APPLICATION PROCESS
(AMENDS RESOLUTION NOS. 6 OF 2019, 2 OF 2015, 7 OF
2018, 26 OF 2014, AND 5 OF 2012 – APPLICATION
MATERIALS MUNICIPALITIES MUST PRESENT FOR
APPLICATION TO JOIN THE CONSORTIUM**

WHEREAS, the Greater Tompkins County Municipal Health Insurance Consortium ("Consortium") Board of Directors initially adopted Resolution No. 005 of 2012 to provide guidance to eligible employers to apply for membership in the Consortium, and

WHEREAS, during the Consortium's growth there have been numerous amendments to the original resolution and application process, and

WHEREAS, it is the recommendation of Consortium staff to replace specific components of the prior resolutions, such as deadlines and information requested of applicants to requirements that are better aligned with current practices and the Consortium's Municipal Cooperative Agreement, now therefore be it

RESOLVED, on recommendation of the Operations and Audit and Finance Committees, That the Executive Committee on behalf of the Board of Directors, amends the Policy for Municipal Corporations seeking membership in the Consortium and Resolution Nos. 6 of 2019, 7 of 2018, 2 of 2015, 26 of 2014, and 5 of 2012 - Application Materials Municipalities Must Present for Application to Join the Consortium,

RESOLVED, further, that the application process, shall be reviewed annually if necessary by the appropriate committee of the Board of Directors.

Policy for Municipal Corporations seeking Membership in the Consortium

Annually a deadline will be posted as part of the application process when each of these documents need to be submitted by prospective new members.

1. Submit application for membership with the Municipal Corporation's required financial and operational documents, as follows:
 - a. for Municipal Corporations with taxing authority (county, city, town, or village), two years of State Comptroller AUD reports; or
 - b. for Municipal Corporations without taxing authority:
 - i. five years of audited financial statements;
 - ii. internal governance documents and/or rules such as bylaws, resolutions, and/or statutes creating the Municipal Corporation; and
 - iii. financial documents confirming funding sources, funding mechanisms, account balances, assets, investments, contractual obligations, and any debts, contingent liabilities, and/or lawsuits.

**RESOLUTION NO. – 2022 – ADOPTION OF AMENDED APPLICATION PROCESS
(AMENDS RESOLUTION NOS. 6 OF 2019, 2 OF 2015, 7 OF
2018, 26 OF 2014, AND 5 OF 2012 – APPLICATION
MATERIALS MUNICIPALITIES MUST PRESENT FOR
APPLICATION TO JOIN THE CONSORTIUM**

2. Submit the Municipal Corporation's most recent monthly premium billing statements from all health insurance carriers providing benefits to all active employees and retirees.

Said premium billing statements should include the name of the Municipal Corporation and the month for the which the billing is related. In addition, said premium bills must include the number of contracts (employee, employee + spouse, employee + child (children), and family) and the monthly premium rate for each plan of benefit.

3. For Municipal Corporations who are currently experience-rated or who operate a self-insured employer-sponsored health insurance plan, they must submit a minimum of three (3) years of monthly paid claims (medical and pharmacy separately) data and monthly covered lives counts.
4. Upon notification that the GTCMHIC Board of Directors has approved the Municipal Corporation's application to become a Participant in the GTCMHIC the prospective member must submit both a signed Municipal Cooperative Agreement (MCA) of the GTCMHIC and a resolution authorizing the Municipal Corporation's Chief Officer to sign the Municipal Cooperative Agreement (MCA) of the GTCMHIC.
5. When appropriate submit a Broker Termination Letter to current insurance carrier.
6. Confirm by November 15th the names of all employees, retirees, and dependents to be covered in the Consortium's health insurance plans.
7. Notify the GTCMHIC of the name and contact information for the person within your organization for benefit administration; and who will attend a new member orientation.
8. Comply with the Consortium's Online Enrollment Policy.
9. Municipal Corporations **without taxing authority**, provide the Consortium with a secure financial instrument equal to the value of 25% of the estimated annual premium as determined by the Consortium as protection against expulsion or cancellation due to a default in premium payment. Said financial instrument may include the following:
 - a. A Secured Bank Account;
 - b. Letter of Credit; or
 - c. Surety Bond

Please note, municipal corporations with taxing authority (county, city, town, or villages) will be exempt from this provision.

10. Submit payment by December 31st to the Consortium for first month premiums, pay as invoiced in November of application year.
11. As soon as practicable upon acceptance, provide written notification to the Consortium of the municipality's appointment of Director and Alternate to the Consortium.
12. As soon as practicable upon acceptance, provide written notification to the Consortium of the municipality's appointment of a representative to the Joint Committee on Plan

**RESOLUTION NO. – 2022 – ADOPTION OF AMENDED APPLICATION PROCESS
(AMENDS RESOLUTION NOS. 6 OF 2019, 2 OF 2015, 7 OF
2018, 26 OF 2014, AND 5 OF 2012 – APPLICATION
MATERIALS MUNICIPALITIES MUST PRESENT FOR
APPLICATION TO JOIN THE CONSORTIUM**

Structure and Design.

13. Take the necessary steps to comply with the GTCMHIC's dependent verification process.
14. All Municipal Corporations applying for Membership in the GTCMHIC are hereby advised that missing any of these steps by the due date indicated will result in the Municipal Corporation not being accepted into the Consortium for the upcoming year.

* * * * *

**RESOLUTION NO. – 2022 – ADOPTION OF AMENDED APPLICATION PROCESS
(AMENDS RESOLUTION NOS. 6 OF 2019, 2 OF 2015, 7 OF
2018, 26 OF 2014, AND 5 OF 2012 – APPLICATION
MATERIALS MUNICIPALITIES MUST PRESENT FOR
APPLICATION TO JOIN THE CONSORTIUM)**

WHEREAS, the Greater Tompkins County Municipal Health Insurance Consortium (“Consortium”) Board of Directors initially adopted Resolution No. 005 of 2012 to provide guidance to eligible employers to apply for membership in the Consortium, and

WHEREAS, during the Consortium’s growth there have been numerous amendments to the original resolution and application process, and

WHEREAS, it is the recommendation of Consortium staff to replace specific components of the prior resolutions, such as deadlines and information requested of applicants to requirements that are better aligned with current practices and the Consortium’s Municipal Cooperative Agreement, now therefore be it

RESOLVED, on recommendation of the Operations and Audit and Finance Committees, That the Executive Committee on behalf of the Board of Directors, amends the Policy for Municipal Corporations seeking membership in the Consortium and Resolution Nos. 6 of 2019, 7 of 2018, 2 of 2015, 26 of 2014, and 5 of 2012 - Application Materials Municipalities Must Present for Application to Join the Consortium,

RESOLVED, further, that the application process shall be reviewed annually the appropriate committee of the Board of Directors.

Policy for Municipal Corporations seeking Membership in the Consortium

~~Annually a deadline will be posted as part of the application process when each of these documents need to be submitted by prospective new members.~~

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~~1. Submit by September 1st, a municipality board resolution authorizing application for membership along with the GTCMHIC new group member application.~~

~~1. Submit application for membership with the Municipal Corporation’s required financial and operational documents, as follows:~~

~~2. As soon as practicable, preferably by July 1st, but no later than September 1st, submit the Municipal Corporation’s required financial and operational documents, as follows:~~

a. for Municipal Corporations with taxing authority (county, city, town, or village), two years of State Comptroller AUD reports; or

b. for Municipal Corporations without taxing authority:

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i. five years of audited financial statements;

- ii. internal governance documents and/or rules such as bylaws, resolutions, and/or statutes creating the Municipal Corporation; and
- iii. financial documents confirming funding sources, funding mechanisms, account balances, assets, investments, contractual obligations, and any debts, contingent liabilities, and/or lawsuits.

~~3-2.~~ ~~As soon as practicable, preferably by July 1st, but no later than September 1st,~~
 Submit the Municipal Corporation's most recent monthly premium billing statements from all health insurance carriers providing benefits to all active employees and retirees.

Commented [TCHC1]: Billing statements are not included in new documentation schedule.

Said premium billing statements should include the name of the Municipal Corporation and the month for the which the billing is related. In addition, said premium bills must include the number of contracts (employee, employee + spouse, employee + child (children), and family) and the monthly premium rate for each plan of benefit.

~~4-3.~~ ~~For Municipal Corporations who are currently experience-rated or who operate a self-insured employer-sponsored health insurance plan, they must submit as soon as practicable, preferably by July 1st, but not later than September 1st,~~ a minimum of three (3) years of monthly paid claims (medical and pharmacy separately) data and monthly covered lives counts.

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~~4.~~ ~~Sign the Municipal Cooperative Agreement of the GTCMHIC U~~ upon notification that the GTCMHIC Board of Directors has approved the Municipal Corporation's application to become a Participant in the GTCMHIC ~~by October 15th.~~ ~~The submit a resolution authorizing the Municipal Corporation's Chief Officer to sign the Municipal Cooperative Agreement (MCA) of the GTCMHIC. must also clearly state which GTCMHIC health benefit insurance plan or plans the Municipal Corporation's employees and retirees will be participating in upon the effective date of participation in the GTCMHIC.~~

~~5.~~ ~~When appropriate Ssubmit a Broker Termination Letter to current insurance carrier.~~

Commented [TCHC2]: This was not included in previous resolution.

~~5-6.~~ ~~Confirm by October 25th,~~ with the Medical Claims Administrator the names of all employees, retirees, and dependents to be covered in the Consortium's health insurance plans. A list of those enrolled will be sent to the Municipal Corporation by the Medical Claims Administrator by no later than **November 15th** for verification purposes.

~~6-7.~~ ~~By November 1st,~~ ~~n~~Notify the GTCMHIC of the name and contact information for the person within your organization for benefit administration; and who will attend a new member orientation ~~between November 15 and December 15. Is this in the application now?~~

~~7-8.~~ ~~By November 1st,~~ ~~notify~~ ~~Comply with the Consortium's Online Enrollment Policy, the GTCMHIC of the Municipal Corporation's commitment to utilize the GTCMHIC's on-line enrollment process or to authorize the GTCMHIC to provide, for the Municipal Corporation's employees and retirees, this function.~~

~~8-9.~~ ~~Municipal Corporations without taxing authority, provide the Consortium with a secure financial instrument equal to the value of 25% of the estimated annual premium as determined by the Consortium as protection against expulsion or cancellation due to a default in premium payment. Said financial instrument may include the following:~~

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- a. A Secured Bank Account;
- b. Letter of Credit; or
- c. Surety Bond

Please note, municipal corporations with taxing authority (county, city, town, or villages) will be exempt from this provision.

~~9.~~10. ~~Submit payment by November 1st to the Consortium of the Municipal Corporation's proportionate share of the Surplus Account Reserve (5% of annualized premium) as determined by the GTCMHIC and as required by Article 47 of the New York State Insurance Law and the GTCMHIC's Municipal Cooperative Agreement.~~

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~~10.~~11. ~~As soon as practicable upon acceptance, provide written notification to the Consortium of the municipality's appointment of By November 1st, submit a municipal resolution appointing the Director and Alternate to the Consortium.~~

12. As soon as practicable upon acceptance, provide written notification to the Consortium of the municipality's appointment of a representative to the Joint Committee on Plan Structure and Design.

~~11.~~13. ~~By November 30th, Take the necessary steps to comply with the GTCMHIC's dependent verification process.~~

~~12.~~14. ~~Provided the Municipal Corporation applying for Membership in the GTCMHIC completes all the requirements set forth in this Resolution by the due dates indicated; the Surplus Account Reserve payment defined in Item 3 above will be credited against the Municipal Corporation's January premium invoice from the Consortium.~~

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~~13.~~15. ~~All Municipal Corporations applying for Membership in the GTCMHIC are hereby advised that missing any of these steps by the due date indicated will result in the Municipal Corporation not being accepted into the Consortium for the upcoming year and will result in the forfeiture of the Municipal Corporation's Surplus Account Reserve payment.~~

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Greater Tompkins County Municipal Health Insurance Consortium

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“Individually and collectively we invest in realizing high quality, affordable, dependable health insurance.”

RESOLUTION NO. 011-2020 – AUTHORIZATION BY THE BOARD OF DIRECTORS TO REMOVE BENEFIT PLANS FROM THE CONSORTIUM’S MENU OF BENEFIT PLAN OFFERINGS

MOVED by Mr. Snow, seconded by Mrs. Shawley, and unanimously adopted by voice vote by members present.

WHEREAS, to achieve administrative efficiencies the Consortium wishes to consolidate and streamline its menu of benefit plan offerings, and

WHEREAS, although included in the menu of benefit plan offerings, there are medical and prescription drug plans that are not being utilized by Consortium Participants and have no enrolled Participants, and

WHEREAS, the removal of these plans from the Consortium’s menu of benefit plans would create administrative efficiencies and has been recommended by the Consortium’s Consultants, now therefore be it

RESOLVED, on recommendation of the Executive Committee and the Joint Committee on Plan Structure and Design, That the following benefit plans be removed from the Consortium’s Menu of Benefit Plan Offerings effective January 1, 2021:

1. Indemnity Plan MM3

Plan Description:

MM3 – Basic Benefits with “Major Medical” \$100/\$200 Deductible & \$750/\$2,250 Out-of-Pocket Maximum

2. Medicare Supplement Plans MS1, MS2, MS5, and MS6

Plan Descriptions:

MS1 - Medicare Supplement Plans with No Prescription Drug Coverage

MS2 - Medicare Supplement Plans with \$5/\$15/\$30 Rx Copay Plan

MS5 - Medicare Supplement Plans with 20%/20%/40% Rx Copay Plan

MS6 - Medicare Supplement Plans with 20%/30%/50% Rx Copay Plan

RESOLVED to restrict the following plans from any new members utilizing them,

1. Indemnity Plans MM1, MM2, MM5, and MM7

Plan Descriptions:

MM1 – Basic Benefits with “Major Medical” \$50/\$100 Deductible & \$400/\$1,200 Out-of-Pocket Maximum

MM2 – Basic Benefits with “Major Medical” \$100/\$200 Deductible & \$200/\$400 Out-of-Pocket Maximum

MM5 – Basic Benefits with “Major Medical” \$100/\$300 Deductible & \$400/\$1,200 Out-of-Pocket Maximum

MM7 – Basic Benefits with “Major Medical” \$50/\$150 Deductible & \$400/\$1,200 Out-of-Pocket Maximum

2. PPO Plans PPO1, PPO2, PPO3, and PPOT

PPO1 - \$10 PPO with \$1,000/\$3,000 Out-of-Pocket Maximum and \$250/\$750 Out-of-Network Deductible

PPO2 - \$15 PPO with \$1,500/\$4,500 Out-of-Pocket Maximum and \$500/\$1,500 Out-of-Network Deductible

PPO3 - \$20 PPO with \$2,000/\$6,000 Out-of-Pocket Maximum and \$750/\$2,250 Out-of-Network Deductible

PPOT - \$10 PPO with \$1,000/\$3,000 Out-of-Pocket Maximum (“Teamsters Lookalike Plan”)

RESOLUTION NO. 011-2020 – AUTHORIZATION BY THE BOARD OF DIRECTORS TO REMOVE BENEFIT PLANS FROM THE CONSORTIUM’S MENU BENEFIT PLAN OFFERINGS

3. Comprehensive Value Plan MM6

MM6 – Comprehensive Plan with \$500/\$1,500 Deductible & \$2,500/\$7,500 Out-of-Pocket Maximum

4. 2-Tier Rx Plans 2T1, 2T2, and 2T3

2T1 – 2-Tier Rx Plan with \$1/\$1 generic/brand retail copays and \$0/\$0 generic/brand mail-order copays
2T1 – 2-Tier Rx Plan with \$2/\$5 generic/brand retail copays and \$0/\$0 generic/brand mail-order copays
2T1 – 2-Tier Rx Plan with \$2/\$10 generic/brand retail copays and \$0/\$0 generic/brand mail-order copays

5. 3-Tier Rx Plans 3T3, 3T5a, 3T6, 3T7, 3T9, 3T10, 3T11, and 3T13

3T3 – 3-Tier Rx Plan with \$5/\$10/\$25 Tier 1/2/3 retail copays and mail-order copays at 2x retail
3T5a – 3-Tier Rx Plan with \$5/\$15/\$30 Tier 1/2/3 retail copays and mail-order copays at 1x retail
3T6 – 3-Tier Rx Plan with \$5/\$15/\$30 Tier 1/2/3 retail copays and mail-order copays at 2x retail
3T7 – 3-Tier Rx Plan with \$5/\$20/\$35 Tier 1/2/3 retail copays and mail-order copays at 2x retail
3T9 – 3-Tier Rx Plan with \$10/\$25/\$40 Tier 1/2/3 retail copays and mail-order copays at 2x retail
3T10 – 3-Tier Rx Plan with \$15/\$30/\$45 Tier 1/2/3 retail copays and mail-order copays at 2x retail
3T11 – 3-Tier Rx Plan with 20%/20%/40% Tier 1/2/3 retail and 15%/15%/40% mail-order copays
3T13 – 3-Tier Rx Plan with 20%/30%/50% Tier 1/2/3 retail and 20%/30%/50% mail-order copays

RESOLVED, further, That the Board of Directors shall take action to consider eliminating any of these plans from its menu of offerings once the membership drops to zero (0) enrollment and the plan is no longer being offered to active employees or retirees.

. STATE OF NEW YORK)
) ss:
COUNTY OF TOMPKINS)

I hereby certify that the foregoing is a true and correct transcript of a resolution adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors on June 25, 2020.



Michelle Cocco, Administrative Clerk



Greater Tompkins County Municipal Health Insurance Consortium

P.O. Box 7 • Ithaca, New York 14851 • (607) 274-5590

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"Individually and collectively we invest in realizing high quality, affordable, dependable health insurance."

RESOLUTION NO. – 2022 – CREATE JOB CLASSIFICATION SYSTEM AND WAGE SCALE FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

WHEREAS, The Consortium created the Executive Director position through the Town of Ithaca as the Employer of Record in December 2018; and

WHEREAS, The Consortium currently has four full time positions and there are needs for additional positions being identified through Long-Range Planning process; and

WHEREAS, The Executive Director and Human Resources Manager have created a formal system for classifying positions and establishing a wage scale, which are best practices for ensuring non-discriminatory employment actions; and

WHEREAS, The Operations Committee has reviewed the proposed Job Classification Structure and the 2022 Wage Scale which will be annually modified by a Cost-of-Living adjustment through the budget process; now therefore be it

RESOLVED, on recommendation of the Operations Committee, That the Executive Committee on behalf of the Board of Directors, hereby approves the GTCMHIC Job Classification Structure and Wage Scale; and be it further and,

RESOLVED, the Wage Scale will be annually revised by a Cost-of-Living adjustment established during the budget process.

* * * * *

GTCMHIC JOB CLASSIFICATION SYSTEM WAGE SCALE

JOB CLASSIFICATION LISTING			DRAFT FOR DISCUSSION				DRAFT FOR DISCUSSION							
			2022 SALARY SCALE				2023 SALARY SCALE							
CLASS	CIVIL SERVICE TITLE		103.00%				103.00%				steps % raise / \$ raise	differential between steps	Next step increase per hour	Next step increase percentage
			HIRING Rate	Step 1 - 1st Anniv	Step 2 - 2nd Anniv	Step 3 3rd Anniv JOB RATE	HIRING Rate	Step 1 - 1st Anniv	Step 2 - 2nd Anniv	Step 3 3rd Anniv JOB RATE				
			% inc by step =	3.3%	3.2%	3.1%	% inc by step =	3.3%	3.2%	3.1%				
	POSITIONS													
E	Executive Director ***	HOURLY 40 HR Annual	\$ 42.20 \$ 87,769.14	\$ 43.59 \$ 90,662.62	\$ 44.98 \$ 93,556.11	\$ 46.37 \$ 96,449.60	\$ 43.77 \$ 91,043.68	\$ 45.21 \$ 94,045.12	\$ 46.66 \$ 97,046.56	\$ 48.10 \$ 100,048.00	47.761 \$ 3,598.40	3.73%	27%	
D	Benefits Manager Finance Manager	HOURLY 40 HR Annual	\$ 33.55 \$ 69,787.54	\$ 34.66 \$ 72,088.22	\$ 35.76 \$ 74,388.91	\$ 36.87 \$ 76,689.60	\$ 34.56 \$ 71,888.54	\$ 35.70 \$ 74,258.50	\$ 36.84 \$ 76,628.45	\$ 37.98 \$ 78,998.40	37.976 \$ 2,308.80	3.01%	5%	\$ 2.18
C	Clerk of the Board	HOURLY 40 HR Annual	\$ 32.00 \$ 66,550.85	\$ 33.05 \$ 68,744.83	\$ 34.11 \$ 70,938.82	\$ 35.16 \$ 73,132.80	\$ 32.96 \$ 68,557.22	\$ 34.05 \$ 70,817.34	\$ 35.13 \$ 73,077.47	\$ 36.22 \$ 75,337.60	36.215 \$ 2,204.80	3.01%	15%	\$ 2.05
B	Benefits Specialist	HOURLY 40 HR Annual 37.5 HR Annual	\$ 27.92 \$ 58,071.10 \$ 54,441.66	\$ 28.84 \$ 59,985.54 \$ 56,236.44	\$ 29.76 \$ 61,899.97 \$ 58,031.22	\$ 30.68 \$ 63,814.40 \$ 59,826.00	\$ 28.76 \$ 59,812.48 \$ 56,074.20	\$ 29.70 \$ 61,784.32 \$ 57,922.80	\$ 30.65 \$ 63,756.16 \$ 59,771.40	\$ 31.60 \$ 65,728.00 \$ 61,620.00	31.600 \$ 1,913.60	3.00%	8%	\$ 1.81
A	Admin/Computer Assistant	HOURLY 40 HR Annual	\$ 25.94 \$ 53,944.80	\$ 26.79 \$ 55,723.20	\$ 27.65 \$ 57,501.60	\$ 28.50 \$ 59,280.00	\$ 26.71 \$ 55,553.68	\$ 27.59 \$ 57,385.12	\$ 28.47 \$ 59,216.56	\$ 29.35 \$ 61,048.00	29.355 \$ 1,768.00	2.98%		\$ 1.65

*** Salaried position

Job Evaluation - Office Positions

Job Evaluation - Office Positions Scale

Job Evaluation - Office Positions		Job Evaluation - Office Positions Scale			
Job Title		Title	Score	Class	POINTS
6/7/2022	TOTAL	Administrative/Computer Asst	700	A	401-800
Executive Director	1795				
Clerk of the Board	1290	Benefits Specialist	1115	B	801-1199
Admin/Comp Assitant	700				
Finance Manager	1615				
Benefits Manager- est.	1665	Clerk of the Board	1290	C	1200-1499
Benefits Specialist	1115				
		Finance Manager	1615	D	1500-1699
		Benefits Manager	1665		
		Executive Directore	1795	E	1700+
Evaluation considered by Operations comm for creation					

TOWN OF ITHACA JOB EVALUATION SYSTEM - OFFICE -- Using for GTCMHIC

7/1/2022 Draft **Adopted by Town in 2012- slight wording adjustments for Consortium**

LEVEL	POINTS	DESCRIPTION
FACTOR 1: EDUCATION		
This factor measures the minimum level of formal education, specialized training, and professional licensing and certification required to perform the work.		
Level 1	0	none required
Level 2	50	High School Diploma or equivalent
Level 3	75	Associate Degree or certification equivalent
Level 4	125	Bachelor's Degree
Level 5	150	Master's Degree

FACTOR 2: WORK EXPERIENCE		
This factor measures the minimum amount of job-related experience, whether gained inside or outside the organization, in order to be hired or promoted into the position.		
Level 1	50	No prior related work experience required.
Level 2	100	Requires less than 12 months of related experience.
Level 3	150	Requires one to three years of related experience. Requires a working knowledge of standard practices and procedures.
Level 4	200	Requires more than three years, up to and including five years of related experience. Requires working knowledge of specialized practices, equipment, and procedures.

FACTOR 3: WORK KNOWLEDGE/ EXPERTISE		
This factor measures the nature and extent of information or facts which the workers must possess following any initial orientation or on-the-job training that is customarily provided to perform acceptable work as applied at the full performance level.		
Level 1	50	Requires a working knowledge of standard practices and procedures. Means familiarity only with the elementary principles and terminology of the subjects indicated. It means sufficient knowledge of the subject to enable the employee to perform effectively in a limited range of the class.
Level 2	75	Requires a good knowledge of standard practices and procedures. Means enough knowledge of the subject to enable the employee to work effectively in normal work situations of the class with little direct supervision.
Level 3	100	Requires thorough knowledge of standard practices and procedures. Means advanced and specialized knowledge of the subject so as to permit solution of unusual as well as common place work problems, advising on technical questions and planning methods to resolve difficult work situations.

FACTOR 4: CERTIFICATION		
This factor measures whether a license or certification is required in order to be appointed to the position or received while on the job. Class D drivers license is not included.		
Level 1	0	Certification or licensing is not required of the position.
Level 2	20	Certification or licensing is recommended or preferred for the position.
Level 3	40	Certification or licensing is required of the position.

FACTOR 5: INDEPENDENT JUDGMENT/ AUTONOMY/ DECISION MAKING /PROBLEM SOLVING

This factor measures the extent of independent authority for making decisions, the level of guidance provided and recommendations that affect policies, procedures and practices.

Level 1	50	Performs tasks and duties under direct supervision, with decisions being made using well-defined policies and procedures. Work is reviewed by supervisor regularly with limited opportunity for exercising independent judgment. Refers most problems to supervisor.
Level 2	100	Performs tasks and duties under general supervision, with decisions being made using established procedures and some innovation. Chooses from limited alternatives to resolve problems. Occasional independent judgment is required to complete work assignments. Often makes recommendations to work procedures, policies and practices. Supervision is readily available and work may be checked for accuracy and completeness. Refers unusual problems to supervisor.
Level 3	150	Performs duties within scope of general organization policies, procedures, and objectives. Analyzes problems and performs needs assessments. Uses judgment in adapting broad guidelines to achieve desired result. Regular exercise of independent judgment within accepted practices. Makes recommendations that affect policies, procedures, and practices. Refers exceptions to policy and procedures to the supervisor.
Level 4	250	Develops objectives and general policies and procedures for a specific program or functional area of responsibility within general scope of established operational goals and plans. Day-to-day work and decisions do not require direction or review by immediate supervisor. Frequently solves complex problems. End results are reviewed by supervisor. Strategic issues are referred to supervisor.
Level 5	300	Develops strategic direction, goals, plans, and policies for an area of responsibility. Sets broad objectives and is accountable for overall results in respective area of responsibility. Authority to make independent decisions on matters of significance. Requires high degree of independent judgment and problem solving of complex problems.

FACTOR 6: DECISION MAKING IMPACT: ON COMMUNITY, ORGANIZATION, FINANCES AND LIFE SAFETY ISSUES

This factor measures the impact that decisions made by the employee have on the community, on the organization, on the finances and on life safety issues.

Level 1	75	Makes decisions that have little overall impact on the organization as the decisions are more responsibility or task focused. Decisions made have little impact on the community, on town finances and/or life safety issues.
Level 2	150	Makes decisions that have moderate impact on the organization as the decisions affect the department. Decisions made have moderate level of impact on the community, on town finances and/ or life safety issues.
Level 3	250	Makes decisions that have significant impact on the organization as the decisions are felt throughout the organization. Decisions made have significant level of impact on the community, on town finances and/ or life safety issues.

FACTOR 7: LEADERSHIP/SUPERVISORY RESPONSIBILITIES

This factor measures the minimum level of leadership and supervising required to perform the work.

Level 1	0	No supervisory responsibility for employees or staff.
Level 2	50	Occasional assignments as lead worker over others in similar jobs and/or provide work leadership and direction for staff and/or employees.
Level 3	100	For short assigned projects leads a small work crew on routine assignments. Assists with the training and daily work assignments of interns.
Level 4	150	Organizes and leads the daily work activities of an assigned crew and is responsible for distributing responsibilities. Assistant to a small department or function and may make suggestions regarding performance reviews and disciplinary actions. If no supervisory responsibility, but serves as a single incumbent in a critical function.
Level 5	200	Assists the Director in supervising and directing the work activities of staff in department, functional area or program. Supervises lower level staff and provides overall direction and expectations for the department, functional area, or program. Assists Director in HR responsibilities.
Level 6	250	Responsible for direction of a specialized function with minimal staffing levels. Has HR responsibilities and authority for staff. Staff in this position is hired and terminated by the Executive Director.
Level 7	300	Responsible for overall direction of a distinct and independently structured department with an assistant. Has human resources responsibilities and authority to hire, discipline, and terminate staff. Staff in this position is hired and terminated by the Executive Comm.
Level 8	350	Responsible for overall direction of more than one distinct and independently structured department through subordinate associate or assistant directors. Has human resources responsibilities and authority to hire, discipline, and terminate staff. Staff in this position is hired and terminated by the Consortium.

FACTOR 8: WORK COMPLEXITY/WORK FLUCTUATION / WORK STRESSORS

This factor measures the variety, difficulty, magnitude and fluctuation of tasks and responsibilities necessary to complete the work. This factor measures the unusual level of pressure or exposure to distressing situations.

Level 1	40	Tasks are highly interrelated and simple. Work consists of fairly standard procedures and tasks. May include a high percentage of manual duties. Workload has infrequent changes, but when they do change they tend to be minor. Minor exposure to unusual stressors.
Level 2	80	Tasks are multiple and focus more on single processes. Work is sometimes standardized and sometimes varied. Workload has frequent changes, but the changes are relatively minor. Occasional exposure to unusual stressors.
Level 3	120	Tasks are multiple and diverse with some interrelationship across processes. Handles some unrelated functions. Work requires the direct application of a variety of procedures, policies, and/or precedents. Workload has infrequent changes, but the changes tend to be major. Regular exposure to unusual stressors.
Level 4	160	Tasks are multiple and diverse with some interrelationship across processes. Handles some unrelated functions. Work requires the direct application of a variety of procedures, policies, and/or precedents. Workload has frequent major changes requiring prioritizing. Constant exposure to unusual stressors.
Level 5	200	Tasks and responsibilities require integration of diverse functional areas and involve variables that are more abstract. Work is substantially complex and varied, and requires the interpretation of technical and detailed guidelines, policies, and procedures in combination. Workload has continual major changes requiring the shifting of priorities and resources. Constant exposure to unusual stressors.

FACTOR 9: PERSONAL/ORGANIZATIONAL CONTACTS		
This factor measures the scope, frequency, and purpose of relationships with others, internal and external.		
Level 1	25	Little or no contact with others outside the organization and infrequent contact with organization personnel is required to complete work assignments. Purpose of contact is to provide and/or receive routine information or documents.
Level 2	50	Some contact with others, including general public, visitors, and other organization personnel is required to complete work assignments. Purpose of contacts is to provide or obtain explanation or additional information.
Level 3	100	Regular contact with others, including general public, visitors, and other organization personnel is required to complete work assignments. Purpose of contacts is to explain, clarify, or interpret information. May handle confidential information and some complex matters.
Level 4	150	Continuous contact with others, including general public, visitors, and other organization personnel is required to complete work assignments. Contact usually involves discussions related to policies and programs and may include proposal or grant writing, negotiation with vendors, committee work, and the like.
Level 5	200	High-level contact with others in key positions is required to complete work projects. Contact usually involves several areas within the organization and/or with community, government, business leaders, media, and dignitaries. Typically handles highly sensitive and/or confidential information.

FACTOR 10: CUSTOMER SERVICE RELATIONSHIPS		
This factor measures the scope and skill level of building and maintaining customer service relationships, while enforcing or meeting the regulations or procedures established		
Level 1	25	Requires normal courteous interaction and basic interpersonal skills and tact to communicate with others. Forwards complaints or non-routine inquiries or requests to someone else to handle. Explains basic criteria or material necessary to enforce policies, procedures and regulations.
Level 2	50	Requires moderate interpersonal and communication skills to ensure that customer requests or needs are met. Acknowledges and clarifies customer inquiries, requests, or complaints to ensure that needs are identified, documented and addressed. Explains in detail the criteria or material necessary to enforce policies, procedures and regulations.
Level 3	100	Assesses and diffuses problem situations and requires influencing others to reach solutions. Requires tact and diplomacy to handle difficult customer situations. Requires advanced interpersonal and communication skills to establish and maintain internal and external customer relationships. Explores alternatives and creative solutions to meeting the needs of the customer, while yet meeting the regulations required.
Level 4	150	Anticipates customer needs and regularly motivates or influences others to deliver customer service excellence. May troubleshoot highly sensitive or confidential issues. Personally ensures problem resolution. Identifies barriers to effective customer service and sets customer service standards. Establishes a customer feedback system and holds self accountable for customer service excellence within the department or program. Works with consultants and officials to resolve any regulatory issues.

FACTOR 11: WORKING/ENVIRONMENTAL CONDITIONS/ RISK OF INJURY		
This factor measures the unavoidable physical demands, environmental elements and safety/hazardous conditions under which the work is performed on an ongoing regular basis.		
Level 1	20	Work is performed within routine office environment with limited exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting or carrying objects of light weight.
Level 2	40	Working conditions involves some exposure to moderate risk of accident and require following basic safety precautions. Physical demands include moderate physical activity that includes prolonged standing and/or walking, handling moderate weight objects and/or using or carrying equipment. Work may require visiting off site locations with uncontrolled environmental conditions.
Level 3	60	Work conditions involve heavy physical effort and exertion of various kinds with frequent exposure to unpleasant elements, such as extreme temperatures, chemicals, fumes, gases, loud noises, dirt, dust, smoke, etc. Movement may be restrained or confined to. Work requires visiting many off site locations with uncontrolled environmental and at times unsafe physical conditions.
335	2000	