

AGENDA
PERSONNEL COMMITTEE
JULY 8, 2015
DRAFT AGENDA - SUBJECT TO CHANGE

Committee Members: *Taylor, Kenny, Sokol, Merlino, Dickinson, Girard, Vanselow, Wood and Simpson*

- I. Committee meeting called to order by Chairman.
- II. Motion to approve minutes of the prior Committee meeting.

III. Action Agenda

1) **Requests/Items to be discussed by the Human Resources Director:**

- A) Report on tracking of salary implications for positions filled.
- B) Warren County Voluntary Benefits Survey.

2) **Referral from the Public Works Committee:**

DPW -

Request for approval of a job-related course completed by Maja A. Tiokinska-Scroggins and to authorize reimbursement for 50% of the course costs. (*Course Title: Math of Finance, Office Productivity, Accounting for Not-for-Profit Governmental Organizations, Accounting Micro Applications II; Course Location: SUNY Adirondack; Course Term: January 2015 - May 2015; Total Course Cost: \$2,250.20*).

3) **Requests/Items to be discussed by the County Administrator:**

- A) Update on the status of the County Human Resources Director position.
- B) Appointment to the Reallocation Committee to replace Gretchen Steffan.
- C) Extension of agreement with Capital Financial for PBA Health Reimbursement Account Administrative Contract with the HRA ending June 30, 2015 and 90-day run out period.

4) **Requests/Items to be discussed by the County Attorney:**

Sick Leave Donation Policy for Non-Bargaining Unit Employees.

IV. **Vacancies Filled:**

County Clerk -

- 1) Recording Clerk, *Grade 7, Annual Base Salary \$30,204*, due to resignation. This is a non-mandated, Union position which receives no reimbursements. ***Note: The filling of this position was approved by the County Clerk-Motor Vehicles Committee contingent upon the necessary approvals from the County Administrator and Budget Officer being provided.***

DPW -

- 1) MEO Light #16, *Grade 5, Annual Base Salary \$27,345*, due to resignation. This is a non-mandated, Union position which receives no reimbursements.
- 2) MEO Medium #4, *Grade 7, Annual Base Salary \$30,204*, due to retirement. This is a non-mandated, Union position which receives no reimbursements.
- 3) MEO Medium #22, *Grade 7, Annual Base Salary \$30,204*, due to resignation. This is a non-mandated, Union position which receives no reimbursements.

Memorandum

Date: July 1, 2015
 To: Personnel Committee
 From: Jackie Figueroa - Executive Assistant to the County Director of Human Resources
 Re: Tracking of Notice of Intent to Fill Position Feb. - June 2015

Personnel Cmtc. Date	Department	Position Title	Incumbent	Incumbent Salary	Salary Approved	Date Filled	Hire	Salary Hired	Approved vs. Hired	Incumbent vs. Hired
2/11/2015	DPW	Fiscal Manager	Kloss	\$ 51,537.00	\$ 51,537.00	3/16/2015	Henkel	\$56,966.00	\$5,429.00	\$5,429.00
2/11/2015	Employment & Training	Employment & Training Counselor #1	Tarantino	\$ 22,833.00	\$ 32,553.00	3/25/2015	Booth	\$32,553.00	\$0.00	\$9,720.00
2/11/2015	Emergency Services	2nd Deputy EMS Coordinator	Ordway	\$ 5,028.00	\$ 5,028.00	4/1/2015	Howe	\$5,028.00	\$0.00	\$0.00
2/11/2015	Treasurer	Account Clerk #1				1/5/2015	Stark	\$12,524.00	\$245.00	\$245.00
3/11/2015	District Attorney	2nd Assistant District Attorney	Donlon	\$ 81,633.00	\$ 81,633.00	3/30/2015	Burin	\$78,477.00	-\$3,156.00	-\$3,156.00
3/11/2015	Public Health	Public Health Nurse #25 (1559)	Rainville	\$52,102.00	\$44,783.00	5/4/2015	Saville	\$51,888.00	\$7,105.00	-\$214.00
3/11/2015	DSS	Keyboard Specialist #7 (2306)	Kilmartin	\$ 27,495.00	\$ 25,193.00	5/4/2015	Lorrain	\$25,193.00	\$0.00	-\$2,302.00
4/8/2015	DPW	Sign Maint. Worker #2 (1204)	Sady	\$40,453.00	\$32,553.00	6/15/2015	Monroe	\$40,453.00	\$7,900.00	\$0.00
4/8/2015	DPW	Auto Mechanic #6 (1267)	Dingman	\$42,454.00	\$32,553.00	6/1/2015	Cole	\$32,553.00	\$0.00	-\$9,901.00
4/8/2015	DPW	Assistant Engineer #2 (1215)	Piekarz	\$44,675.00	\$43,000.00	Vacant				
4/8/2015	Public Health	Public Health Liaison (1619)	Meade (PT)	\$38,045.00	\$30,204.00	Vacant				
4/8/2015	Clerk of the Board	Deputy Clerk of the Board	Allen	\$50,000.00	\$44,500.00	5/1/2015	McLenithan	\$44,500.00	\$0.00	-\$5,500.00
4/8/2015	County Clerk/DMV	Senior Account Clerk (1115)	Corkins	\$37,786.00	\$30,204.00	5/18/2015	S. Smith	\$39,287.00	\$9,083.00	\$1,501.00
5/6/2015	Sheriff	Senior Account Clerk #6 (1492)	Lail	\$41,935.00	\$35,269.00	7/2/2015	J. Smith	\$37,087.00	\$1,818.00	-\$4,848.00
5/6/2015	Social Services	Caseworker #29 (1671)	Johnson	\$45,493.00	\$39,004.00	6/15/2015	Schmidt	\$39,004.00	\$0.00	-\$6,489.00
6/10/2015	Public Health	CHN #16	Moehringer	\$51,888.00	\$41,547.00	6/15/2015	Saville	\$51,888.00	\$10,341.00	\$0.00
6/10/2015	Mental Health	Deputy Director - Clinical (1622)	Johnson	\$65,234.00	\$65,234.00	Vacant				
6/10/2015	Public Defender	1st Assistant Public Defender	Flores	\$56,838.00	\$69,544.00	7/1/2015	Tyree	\$69,544.00	\$0.00	\$12,706.00
6/10/2015	Public Defender	2nd Assistant Public Defender	Tyree	\$54,195.00	\$59,538.00	7/1/2015	Halloran	\$59,538.00	\$0.00	\$5,343.00
6/10/2015	Public Defender	3rd Assistant Public Defender	Halloran	\$52,443.00	\$56,770.00	7/1/2015	Racino	\$56,770.00	\$0.00	\$4,327.00
6/10/2015	Public Defender	4th Assistant Public Defender	Racino	\$51,637.00	\$54,934.00	7/1/2015	Liebert	\$54,934.00	\$0.00	\$3,297.00
6/10/2015	Westmount	Director of Nursing	Baker	\$88,434.00	\$88,434.00	6/12/2015	Gallo	\$88,434.00	\$0.00	\$0.00
6/10/2015	Westmount	In-Service Coordinator (2057)	Gallo	\$55,357.00	\$55,357.00	Vacant				
6/10/2015	Westmount	Health Facility Office Records Specialist	S. Smith	\$39,287.00	\$36,815.00	6/15/2015	Clarke	\$36,815.00	\$0.00	-\$2,472.00
6/10/2015	Westmount	Health Facility Office Specialist	J. Smith	\$37,344.00	\$36,815.00	6/19/2015	W. Smith	\$36,815.00	\$0.00	-\$529.00
							TOTALS		\$38,765.00	\$7,157.00

WARREN COUNTY VOLUNTARY BENEFITS SURVEY



The following programs are being considered as Voluntary Benefit Programs for the employees of Warren County. Please review the summaries below and then complete the survey on the reverse. We appreciate your feedback!

The supplemental insurance plan options below pay cash benefits to you to help replace income, and defray medical costs when you have the need.

Short-Term Disability: This will provide a monthly source of income to help pay your bills in the event of an illness or injury off the job. These payments are in addition to the New York State Disability benefits currently provided by Warren County.

Accident Indemnity: This coverage provides payments to offset the out of pocket costs for Emergency Room visits, x-rays, hospitalizations and physical therapy resulting from an accident.

Hospital Indemnity: Benefits are paid in the event of daily hospital confinement, invasive diagnostic exams, surgery etc.

Cancer Care: Benefits are paid in the event of initial diagnosis, a variety of treatments including chemotherapy, radiation and others. Also defrays costs for hospitalizations, continuing care, transportation and lodging for treatment.

Flexible Spending Programs

Flexible Spending Accounts (FSA) are pre-tax benefit accounts used to pay for either eligible unreimbursed medical, dental and vision care expenses OR to pay for eligible dependent care expenses such as day care, before and after school programs, or day camps. You select the amount you'd like to contribute for the year (up to employer and IRS set limits) and your account is automatically funded with a paycheck deduction that's taken before any taxes are calculated. When you have qualified expenses you can then submit for reimbursement from your account. Please see the example below.

	Without Flexible Spending Account		With Flexible Spending Account
Gross annual pay	\$60,000	Gross annual pay	\$60,000
Estimated tax rate (30%)	-\$18,000	Medical FSA contribution	-\$2,550
Net annual pay	=\$42,000	Adjusted gross pay	=\$57,450
Est. annual healthcare expenses	-\$2,550	Estimated tax rate (30%)	-\$17,235
Final take-home pay	=\$39,450	Final take-home pay	=\$40,215
You take home this much more			\$765

WARREN COUNTY VOLUNTARY BENEFITS SURVEY



To assist us in deciding whether or not to make the benefits on the reverse available to all County employees, please answer the questions below and return this form to Human Resources.

1. After reviewing the highlights of the supplemental voluntary insurance options I would:

- Be interested in Short-Term Disability
- Be interested in Accident Indemnity
- Be interested in Hospital Indemnity
- Be interested in Cancer Care
- I would not be interested in any additional insurance programs

2. After reviewing the Flexible Spending Accounts information I would:

- Be interested in the Unreimbursed Medical FSA
- Be interested in the Dependent Care FSA
- Be interested in BOTH Unreimbursed Medical and Dependent Care accounts
- I would NOT be interested in participating

Would you be willing to purchase the Supplemental Insurance if the cost would be deducted from your paycheck?

- Yes
- No

Additional comments/questions you may have?

RESOLUTION REQUEST FORM NO. 19

Application for Approval to Enroll in Job-Related Courses by Employee

- 1. Employee's Name: **Maja A. Tiokinska-Scroggins**
- 2. Position: **Senior Account Clerk** 3. Department: **DPW**
- 4. Course Title: **Math of Finance, Office Productivity, Accounting for Not-For-Profit Governmental Organizations, Accounting Micro Applications II.**
- 5. Institution or School: **SUNY Adirondack**
- 6. How Course Relates to Current Position: **Improve Accounting Efficiency**
- 7. Starting Date: **1/15** 8. Completion Date: **5/15**
- 9. Cost: **50% of \$2,250.20**

10. Employee's Signature:  Date: 6/26/15

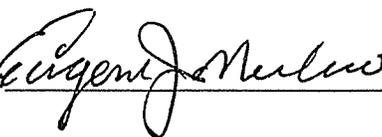
11. Supervisor's Comments (Approval/Denial)

Supervisor's Signature:  Date: 6/26/15

12. Department Head's Comments (Approval/Denial)

Department Head's Signature:  Date: 6/26/15

13. Committee's Recommendation:

Committee Chairman's Signature:  Date: 6/29/15

If approved by Committee, and resolution approving the course is adopted by the Board of Supervisors, candidate may enroll and be eligible for 50% reimbursement for costs as itemized in Item #9. Employee must complete the course with at least a "C", its equivalent, or better. Employee then submits a voucher with receipts verifying costs as listed and a copy of their final grade.

(2)

500152829 Maja A. Tlokinska-Scroggins
May 20, 2015 09:44 am

Account Detail for Term

 Review detail transactions on your account, including current and future balance totals for the selected term and other terms.

201420 Spring 2015 Term Detail

Detail Code	Description	Charge	Payment	Balance
ACCF	Accident Insurance	\$2.20		
ACTF	Activity Fee	\$90.00		
IDCD	ID Card	\$2.50		
PBCR	Pell Book Credit	\$650.45		
PFEE	Parking Fee	\$15.00		
REFU	Student Accounts Refunds	\$70.85		
TECF	Technology Replacement Fee	\$91.00		
TUIT	Tuition	\$1,935.00		
WELF	Wellness Fee	\$15.00		
FDLS	Federal Direct Loan - Sub		\$1,732.00	
FFPG	Pell Grant		\$1,140.00	
	Net Term Balance			\$0.00
	Net Balance for Other Terms:			\$2,250.20
	Account Balance:			\$2,250.20



No Authorized Financial Aid exists on your record for the selected term.



No pending transactions exist on your record for the selected term.

RELEASE: 8.5.4.4



**ADMINISTRATIVE CONTRACT AND
SERVICE AGREEMENT**

THIS AGREEMENT is made effective December 1, 2013 by and among Warren County (hereinafter referred to as the "Employer"), with an office at 1340 State Route 9, Lake George, NY 12845 and Capital Financial Group Inc. (hereinafter referred to as "Capital"), with its principal office at 89 Saratoga Avenue, South Glens Falls, NY 12803, and the Health Reimbursement Account Plan (hereinafter referred to as the "Plan"), and sets forth the basis on which Capital agrees to provide administrative services for the Plan.

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

i. CLAIMS ADMINISTRATION

A) The Employer shall:

- 1) Furnish Capital with copies of all Plan documents and any Summary Plan Description in existence on the effective date of this Agreement, and shall promptly provide Capital with copies of any such subsequent Plan amendments and changes to the Summary Plan Description, other than any such documents Capital helped prepare.
- 2) Operate the Plan consistent with this Agreement and Capital's standard claim administration procedures and practices.
- 3) Determine and periodically provide Capital with a list (Web enrollment or electronic file preferred) of the employees eligible to participate in the Plan, including full enrollment records (demographic and Plan contributions) at least thirty (30) days before the beginning of each Plan Year.
- 4) Provide Capital with a list of Plan contributions for each participant (including the amount and frequency) via: (i) electronic file (preferred); or (ii) enrollment forms if applicable.
- 5) Comply with Capital's Electronic Data Interchange (EDI) formats for transfer of electronic data.
- 6) Send Capital any other information or data required and requested by Capital to perform the services specified in this Agreement.
- 7) Comply with all Plan reporting and disclosure requirements under the Internal Revenue Code of 1986 (the "Code") and Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, and other applicable law.

- 8) Authorize Capital to electronically withdraw funds from the Employer's specified account(s) for claim reimbursement payments.
- 9) If the Employer elects the Capital Flex Card option for Mastercard debit card payments to be made directly to service providers, authorize Benefit Bank to act as the interface between Capital and Mastercard.
- 10) Disclose in writing and in advance to participants any fees, charges or expenses that may be deducted from participant accounts, including, but not limited to, charges for reimbursement payments made outside the reimbursement schedule specified in this Agreement and check stop payment charges.

B) Capital shall:

- 1) Provide the Employer with claims reimbursement forms and instructions, and provide participants reasonable customer service support for the Plan.
- 2) Provide the Employer with EDI specifications to conduct electronic file transfer.
- 3) Maintain a list of participants based on information provided by the Employer pursuant to paragraph I(A)(3) above.
- 4) Process claims and issue explanations of benefit statements in accordance with this Agreement; make participant statements accessible to participants on www.myRsc.com; and, after the end of the third quarter of each Plan Year, mail – a year to date statement to active participants with a Plan account balance as of the end of that quarter if applicable.
- 5) Defer to the Employer's final decision on any disputed claim and any other claim that the Employer may specify.
- 6) Issue claims reimbursement payments weekly. However: (i) if the normal claims reimbursement payment day is not a business day, claims reimbursement payments will be issued on the next business day, and (ii) if the Employer elects the Capital Flex Card option for Mastercard debit card payments to be made directly to service providers, payments made directly to the service providers shall be made at any frequency and amount, subject to any minimum amount that may be required by an individual service provider.
- 7) Enforce a \$10 minimum on claim reimbursement payments, except: (i) as noted above, for payments to service providers in accordance with the Capital Flex Card option; and (ii) final payment for claims made before the end of the run-out period (described in subsection (8) below).
- 8) Allow a 120-day run-out period following the end of each Plan Year for submission of claims incurred during the Plan Year. Allow a 90-day run-out period for terminated plans

- 9) Make reports accessible to the Employer on www.myRsc.com, including an Election Report, Account Summary, Check Register, and Deposit Register.
- 10) Make Capital's Enrollment website service available to the Employer to: (i) allow the Employer to input enrollment information; or (ii) allow the Participant to input enrollment information.
- 11) If requested by the Employer, produce special reports of a non-routine nature and provide special services; provided, however, the cost of such reports and services shall be borne by the Employer and shall be in addition to the fees provided in Appendix A.
- 12) Maintain a record of all HRA standard and special reports, employer contributions, and design specifications for a period of one year following the Plan Year the report was created, the Plan Year for which the employer contribution was made, or the last Plan Year the design specification applied (as the case may be), unless its obligation to retain the same ends sooner pursuant to Section VII. Capital will scan and retain HRA claims in electronic form for a period of six years. It shall be the Employer's responsibility to maintain records, data and information relating to the Plan for any longer period of time required under the Code, ERISA or other applicable law.
- 13) Be available to consult with the Employer concerning any disputed claim, any changes to the claims administration procedures and practices, and benefit and Plan design issues.
- 14) Periodically report to the Employer on matters of general interest with respect to the Plan including, by way of example, problems of a recurring nature, local situations, and potential misuses of benefits.

II. RELATIONSHIP OF THE PARTIES

The legal relationship of Capital to the Employer shall be exclusively that of an independent contractor. Capital shall process claims in strict accordance with the claims criteria determined by the Employer and communicated to Capital. Capital shall not:

- A) have any discretion to approve or deny Plan claims, or any other discretionary authority or responsibility in the administration of the Plan;
- B) have any authority or control with respect to the management or disposition of Plan assets, or hold any Plan assets;
- C) be the "administrator" of the Plan as defined in Section 3(16) of ERISA, or a "named fiduciary" as defined in Section 402(a)(2) of ERISA, or a "fiduciary" as defined in Section 3(21) of ERISA, with respect to the Plan;

- D) be responsible for ensuring that the Plan complies with any requirement under the Code, ERISA, or other applicable law, or be liable to the Employer or any person if the Plan fails to comply with any such requirement;
- E) except for Capital's obligations set forth in Section V below, be responsible for ensuring that the Plan complies with all HIPAA requirements, or be liable to any person if the Employer fails to comply with any such requirements; or
- F) ensure payment of any Plan claim, or have any duty or authority to enforce the Employer's obligation to pay any Plan claim.

III. EMPLOYER'S REPRESENTATIONS

The Employer represents to Capital that:

- A) the Employer is the "administrator" of the Plan as defined in Section 3(16) of ERISA, or that another person (other than Capital) has been duly appointed by the Employer to be the "administrator";
- B) all instructions and information received by Capital from the Employer or its representatives shall be authorized by the Employer and shall be in accordance with the terms of the Plan and HIPAA; and
- C) the Employer shall notify Capital in writing prior to any sale, acquisition, merger, reorganization or other similar change relating to the Employer's status as the sponsor of the Plan.

IV. FEES

The Employer shall pay to Capital a monthly administration fee during the continuance of this Agreement, and such other fees as set forth in Appendix A, subject to any changes made in accordance with this Section IV.

- (i) Capital may change any of its fees set forth in Appendix A by giving the Employer written notice of the change at least ninety (90) days prior to the effective date of the change.
- (ii) If Capital will incur increased expenses as a result of a significant Plan change, Capital may also increase its monthly administration fee set forth in Appendix A. Such increase shall be commensurate with any anticipated increased expenses, and shall be effective as of the date such Plan change takes effect, provided Capital gives the Employer written notice of the increase within thirty (30) days after being informed by the Employer of the Plan change.
- (iii) If there is a significant change in the number of Plan participants, Capital may also increase its annual Plan compliance service fee set forth in Appendix A as of the first

day of the Plan Year in which the change occurs, provided Capital gives the Employer written notice of the increase within thirty (30) days after the change in the number of participants. Such increase shall be commensurate with any anticipated increased expenses resulting from the change in the number of participants.

V. HIPAA PRIVACY REQUIREMENTS

In the course of providing services for the Plan, Capital has access to, creates, receives, and/or maintains certain confidential protected health information concerning individuals covered by the Plan ("PHI"), which the Employer, the Plan and Capital are obligated to appropriately safeguard under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations issued thereunder ("Privacy Rules"). The Privacy Rules restricting the use and disclosure of PHI by the Plan shall also apply to Capital's use and disclosure of PHI, and this Section shall be interpreted and applied in a manner consistent with the Privacy Rules.

- A) Capital will keep PHI strictly confidential. It will use and disclose PHI only as required or permitted under this Agreement, the Privacy Rules and other applicable law.
- B) Capital may also use or disclose PHI for the proper management and administration of Capital, or to carry out its legal responsibilities. Such use and/or disclosure must be either required by law or, prior to making use of PHI or disclosing PHI, Capital must obtain reasonable assurance from the person to whom PHI will be disclosed that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Furthermore, the person to whom it is disclosed must agree to notify Capital of any instance of which the person becomes aware in which the confidentiality of PHI has been breached.
- C) Capital will use appropriate safeguards to prevent any use or disclosure of PHI that is not permitted under the terms of this Agreement, including appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that is transmitted by or maintained in electronic media.
- D) Capital will ensure that any of its agents, including any subcontractors, to whom Capital provides PHI, will agree to the same restrictions and conditions that apply to Capital under the terms of this Agreement with respect to such PHI, including (but not limited to) implementation of reasonable and appropriate safeguards to protect PHI that is transmitted by or maintained in electronic media.
- E) Capital will report to the Plan any use or disclosure of PHI that is not permitted under the terms of this Agreement, any security incident, or any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with a system operation in an information system, of which it becomes aware.

- F) At the time and manner requested by the Plan, Capital will make its internal books and records relating to the use and disclosure of PHI (including its policies, procedures and documents relating to safeguards for PHI that is transmitted by or maintained in electronic media) available to the Plan and to the Secretary of Health and Human Services, so that the Secretary may determine whether the Plan has complied with the Privacy Rules.
- G) At the time and in the manner requested by the Plan, Capital will provide access to PHI in its possession to the Plan or, as directed by the Plan, to an individual, in a "designated record set" (as defined under the Privacy Rules) if any, so that the Plan may satisfy its obligations to provide access to PHI to an individual.
- H) At the time and in the manner requested by the Plan, Capital will maintain and make available an accounting of disclosures of PHI so that the Plan may provide any accounting of disclosures it is required to provide under the Privacy Rules.
- I) Capital will mitigate, to the extent practicable, any harmful effect that is known to Capital of a use or disclosure of PHI in violation of this Agreement.
- J) If feasible, when Capital stops providing services to the Plan, Capital will return or destroy all PHI and retain no copies of PHI. If such return or destruction is not feasible, Capital will extend the protections of this Agreement to PHI and limit further uses and disclosures to those purposes that make the return or the destruction of PHI not feasible.

The Employer or the Plan may terminate Capital's services, and any written contract for such services, if Capital materially breaches any of its obligations under this Section of the Agreement. If termination is not a feasible remedy, the Employer or the Plan may report the breach by Capital to the Secretary of Health and Human Services.

VI. LIABILITY AND INDEMNITY

Capital does not insure or underwrite the liability of the Employer under the Plan. The Employer retains all responsibility for claims made under the Plan and all expenses incident to the Plan.

Capital shall not be liable to the Employer, any participant, or any other person for: (i) any act or omission that is undertaken in good faith and is not found to constitute negligence, willful misconduct or a breach of this Agreement; (ii) relying on Plan documents, data or information provided to Capital by the Employer or its representatives; (iii) making any changes to the Plan document, a Plan amendment, Summary Plan Description, Summary of Material Modification, or any other Plan related document, which Capital is directed to make by the Employer, its employee, broker, consultant, attorney or other agent, (iv) relying on instructions from the Employer or its representatives; and (v) following instructions of the Employer or its representatives before Capital has received written notice of any sale, acquisition, merger, reorganization or other similar change relating to the Employer's status as the sponsor of the Plan. Capital is entitled to conclusively rely on the authenticity of any notice or other communication received from another party so long as it reasonably

believes the notice or other communication to be genuine. Furthermore, Capital shall not be responsible for losses caused directly or indirectly by conditions beyond its reasonable control, including but not limited to war, natural disaster, strikes, interruptions of power, communications or data processing services.

The Employer and Capital each agree to indemnify and hold the other, and its directors, officers, employees, and agents, harmless against any and all claims, demands, losses, damages, penalties, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and disbursements) (hereinafter collectively referred to as "liability") arising under this Agreement where such liability is the result of the negligent act or omission of, or breach of this Agreement by, the indemnifying party or its director(s), officer(s), employee(s), or agent(s). The Employer and Capital each agree to provide the other with prompt notice of any written or oral claim or demand or of any facts that could result in an indemnification claim against the other party pursuant to this provision, and to afford the other party all opportunity, as is permitted by applicable law, to participate in the defense and/or settlement of such matter.

The provisions of this Section VI shall survive the termination of this Agreement.

VII. TERM OF AGREEMENT

- A) This Agreement is effective as of December 1, 2013, and shall continue until terminated in accordance with one of the following provisions:
- 1) By Mutual consent of the parties.
 - 2) Upon thirty (30) days advance written notice to Capital of Capital's failure to correct any material breach of this Agreement within thirty (30) days after receiving written notice of the same.
 - 3) On the last day of the calendar month following the month in which one party gives the other parties written notice of its intention to terminate this Agreement (or on such later date specified in the notice).
 - 4) Upon the Employer's non-payment of any of the fees or charges set forth in Appendix A (or any additional fees or charges for services as agreed upon by the Employer and Capital) for a period of 30 days.
 - 5) In accordance with Section V in the event of a breach of Capital's obligations under Section V.
- B) At the request of the Employer, upon termination of this Agreement Capital shall use its best efforts to transfer to the Employer (or successor service provider designated in writing by the Employer) such records, reports, data and information necessary for the continued administration of the Plan. The cost for transferring records, reports, data and information shall be billed to the Employer at the rate specified in Appendix A for

non-routine services. If Capital does not receive a request to transfer such records, reports data or information by the earlier of the date 12 months after the date this Agreement is terminated or the date its obligation to retain the same ends under Section I, Capital shall have no further duty to retain any records, reports, data and information in its possession relating to the Plan.

VIII. MISCELLANEOUS

- A) The Employer and the Plan agree not to disclose this Agreement, or any terms of this Agreement, to any other party without Capital's prior written consent, except as such disclosure may be required by law.
- B) All understandings and agreements previously made by and among the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be changed or terminated, nor any of its provisions modified or waived, except in a writing signed by all of the parties to this Agreement.
- C) This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.
- D) All legal questions pertaining to this Agreement shall be determined in accordance with the laws of the State of New York. The venue of any action arising under this Agreement shall be in Warren County, New York. The parties hereby waive all rights to a jury trial of any action arising out of this Agreement.
- E) This Agreement may be executed in duplicate, and each shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement.

EMPLOYER:

By: Kevin B. Geraghty
Title: Chairman, BOS
Date: 10-22-2013

Capital Financial Group Inc.
By: Kristy Loney
Title: UP
Date: 10/25/13

Approved as to Form:
[Signature]
Warren County Attorney

**APPENDIX A
FEES AND CHARGES**

Employer: Warren County
Located at: 1340 State Route 9, Lake George, NY 12845

This service agreement applies to the following plan(s):

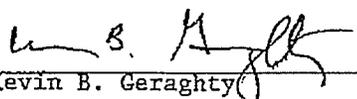
- Flexible Spending Account Plan (FSA)
- Health Reimbursement Account Plan (HRA)

The Employer shall pay the following fees and charges:

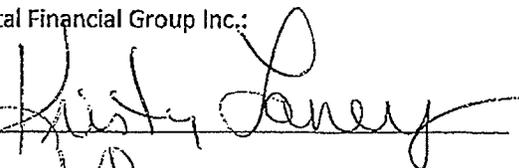
- a) \$2.10 per participant per month or \$55.00 per month, whichever is greater, for administration of the Plan. For this purpose, "participant" means any employee enrolled in the Plan and any other person (e.g., former employee or dependent) with a Health Reimbursement Account balance to his credit under the Plan. The monthly administration fee shall be based on the number of participants on the last day of each month. Capital shall bill the administration fee monthly, and payment shall be due within thirty (30) days of the date billed. ACH will be preferred method.
- b) Capital reserves the right to assess an additional administrative charge if the Employer transmits data in a format other than Capital's EDI format.
- c) The administration fee for the run-out period following the end of a Plan Year shall be covered in the administration fees for the following Plan Year unless the Plan or this Agreement is terminated, in which case the administration fees for the run-out period shall be billed and due at the beginning of the run-out period.
- d) There will be no Plan implementation fee upon the signing of this Agreement, for assistance with the preparation of a Plan Document and Summary Plan Description.
- e) On-site employee enrollment presentation fees have been waived.
- f) An annual Plan compliance service fee to consult with the Employer about changes to the Plan Document and Summary Plan Description can be negotiated between the Employer and Capital. Non-routine Employer specific questions that may require research or the use of our outside legal counsel and will be billed additionally, pursuant to section (i) below.
- g) If the optional services described in this section (g) are elected by the Employer: (i) an annual service fee of \$300.00 for assistance with completion of the annual report (Form 5500) required for plans with 100 or more participants at the beginning of the plan year; and (ii) an annual service fee of \$300.00 to assist with testing compliance with the non-discrimination eligibility requirements of Section 105(h) Internal Revenue Code. Please check if you would like Capital to provide optional services (i) _____ and/or (ii) _____.

- h) If the Employer selects the Capital Flex Card Option, Capital Flex Cards will be issued to each participant for a charge of \$2.00 per card. A fee of \$2.00 will apply for each additional Capital Flex Card issued.
- i) \$50.00 for each Automated Clearinghouse Transaction (ACH) that fails due to insufficient funds.
- j) If this Agreement is terminated by the Employer before the end of any Plan Year for any reason other than a material breach of the Agreement by Capital that is not corrected within thirty (30) days after Capital receives written notice of such breach, or if this Agreement is terminated by Capital before the end of any Plan Year due to the Employer's failure to pay the fees and charges provided herein, a termination fee equal to (i) fifty cents (\$.50) for each participant in the Plan during the last month the Agreement is in effect or \$50.00, whichever is greater, multiplied by (ii) the number of months less than 12 that this Agreement is in effect during the Plan Year in which it is terminated. Such amount shall be due and payable upon the date the Agreement is terminated.
- k) Requests for services that are not of a routine nature including, but not limited to, requests for special reports, requests for copies of HRA claims, correction due to late or erroneous Employer data, Employer audit assistance, research to answer Employer specific questions, and communicating and consulting with the Employer's representatives (including by not limited to the Employer's broker, consultant, or attorney) will be provided at the rate of \$100 per hour, with a minimum charge of one quarter hour. For any significant services, as mutually agreed to between Capital and the Employer, Capital will provide the Employer with an advance estimate of the cost and timeline for the service. (Requests for copies of HRA claims must be accompanied by an electronic file containing the Social Security numbers of the participant(s) who filed the claim(s) (or other mutually agreed upon participant identifiers), and all copies of HRA claims will be provided only in electronic format).
- l) Unless due to or necessitated by Capital's error, the Employer shall pay \$10 per occurrence for: (i) any claim reimbursement payment made outside the reimbursement schedule specified in the Agreement; (ii) any re-issuance of a claim reimbursement payment; and (iii) any stop payment requested by the Employer.

EMPLOYER:

By: 
 Kevin B. Geraghty
 Title: Chairman, BOS
 Date: 10-22-2013

Capital Financial Group Inc.:

By: 
 Title: VP
 Date: 10/25/13

Warren County Board of Supervisors

RESOLUTION NO. 570 OF 2013

Resolution introduced by Supervisors Taylor, Kenny, Sokol, Merlino, Montesi, Strainer, Dickinson, Girard and Mason

AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH CAPITAL FINANCIAL

WHEREAS, Warren County is working towards the discontinuance of the health reimbursement account program for co-pays for County employees, but will continue to need services until the program is finally concluded, and does not want to provide the same through the current provider for a full year as the same do not appear to be needed, and

WHEREAS, the County also provides COBRA coverage for its employees as required by law and administers this program, and

WHEREAS, Capital Financial, the current health insurance broker for Warren County, has offered to provide administrative services for the health reimbursement account (HRA) at the same cost as provided for by the previous administration, except that Capital Financial will discontinue the services at any time the County no longer desires or needs the same, and

WHEREAS, Capital Financial has also agreed to provide COBRA services at no cost to the County, being paid for such services in accordance with the fees allowed under law to former employees for such services, now, therefore, be it

RESOLVED, that Warren County hereby authorizes supplemental agreements with Capital Financial for services in connection with administration of the HRA and the administration of COBRA in accordance with the terms and provisions set forth in the preambles of this resolution and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute any and all documents or agreements that may be necessary to commence and/or continue the services of the above programs for the balance of 2013 and continuing throughout 2014, provided such documents and/or agreements are in a form approved by the County Attorney.

DRAFT

**WARREN COUNTY
SICK LEAVE DONATION POLICY
FOR OUT-OF-UNIT EMPLOYEES**

PURPOSE:

The purpose of this Sick Leave Donation Policy ("Policy") is to allow Employees of Warren County who are not members of a collective bargaining unit otherwise known as Out-of-Unit employees, to donate ("Donor Employee") up to one (1) sick day to a "Donee Employee" defined as an employee of Warren County who:

- 1) has been employed with the County for a minimum of fifty-two (52) weeks and
- 2) has worked at least 1,250 hours during the prior 12 month period;
- 3) who is unable to work due to a medically verified illness and
- 4) who has exhausted all available leave time and would otherwise be subject to loss of income during a continuing loss of work.

OVERVIEW:

- 1.) The Warren County Human Resources Department, in collaboration with the Warren County Treasurer's Office, will manage and administer this Policy.
- 2.) This Policy will be administered in concert with the Warren County Sheriff's Employees Alliance ("Alliance") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, ("CSEA") established sick leave donation programs.

POLICY AND PROCEDURES:

- 1.) This Policy can be accessed when a Donee Employee needs time off from work due to a chronic, prolonged, catastrophic and/or disabling illness or injury (medically verified illness). The Donee Employee or his/her duly authorized representative must contact the Human Resources Department and request application of this policy on their behalf. Any Donor Employee wishing to "donate sick time" to a Donee Employee will complete a confidential "Donate Sick Time Form", which form is available from their Department Head. The Donor Employee should then present the completed form to the Human Resources Department. Solicitations for donations of sick days may only originate from the Donee Employee or his/her Department Head. All details of the Donee Employee's illness or need shall be kept in strict confidentiality.

- 2.) In order to qualify as a Donor Employee, the employee must have at least ten (10) accumulated sick leave days available.
- 3.) The maximum sick days that can be donated to any Donee Employee will be fifty (50) sick days total.
- 4.) All sick leave donations will be calculated in sick days not sick hours. For the ease of the administration of this Policy, if there is a difference in the hourly compensation rate of the Donor Employee and the Donee Employee, it will only be calculated by the day for ease of the administration. Donations shall be made in full-day (7 or 8 hour) units regardless of the work schedule of either the Donor Employee or the Donee Employee.
- 5.) All donated time shall be made retroactively, if necessary, to assure that the Donee Employee is not, in effect removed from the payroll.
- 6.) The maximum number of days to be contributed for **all** recipient Donee Employees shall be consistent with both CSEA and Alliance contracts, which is four hundred fifty (450) days per year.
- 9.) All Donor Employees and Donee Employees information shall be maintained in strict confidence by the Human Resources Department.

EFFECTIVE DATE:

_____, 2015
Warren County Board of Supervisors
Resolution No. ____ of 2015.

DRAFT

Sick Leave Donation for Out-of-Unit Warren County Employees

Instructions: Submit this form to the Human Resources Department in an envelope marked *CONFIDENTIAL* - Attn: Sick Leave Donation Program

***PLEASE NOTE:** Once Sick Leave donation is approved, the Warren County Human Resource Department shall deduct time and make adjustments to your deducted accruals in Novatime.

DONOR NAME: _____ **EMPLOYEE #** _____

Please Print or Type

DEPT. LOCATION _____

Regular Work Week: _____ 35 hours _____ 40 hours

RECIPIENT NAME: _____ **Dept.** _____

CERTIFICATION

I, _____, do hereby certify that I have at least ten (10) sick leave days accrued, of which I voluntarily donate one (1) sick day to the Recipient named above. I fully understand that once this day has been donated, it shall be deducted from my sick leave accrual.

Employee Signature

Date

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an *existing* funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a *new* position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: **County Clerk** Payroll Dept. No: **22**
Title of Position: **Recording Clerk** Base Salary of Position: **\$ 30,204** Grade: **7**
Filling at Step # (If Known): Request to Backfill Due to Promotion: Yes No
Budget code and title: **A 1665 110 Full Time Salaries** Union Non-Union
This position is vacated due to: Retirement Resignation Termination Promotion Other
Employee No.: **12124** Is this position mandated? Yes No Is the position reimbursable? Yes No
Source of reimbursement: Federal % State % Other % The Clerk's Office generates significant revenue from fees collected.

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

Competitive-active eligible list Competitive-no list (*hiring would be provisional*) Non-Competitive Other RCN

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed. AP

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- The Administrator has no objection to the filling of the vacancy.
- The Administrator objects to the filling of the vacancy.

Administrator Signature _____ Date _____

BUDGET OFFICER COMPLETES THIS SECTION

- The Budget Officer has no objection to the filling of the vacancy.
- The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature _____ Date _____

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____

- The committee has no objection to the filling of the vacancy.
- The committee objects to the filling of the vacancy.
- In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
- In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature _____ Date _____

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Public Works Payroll Dept. No.: 1900

Title of Position: MEO Light #16 Base Salary of Position: \$27,345 Grade: 5

Filling at Step # (If Known): Request to Back Due to Promotion: [X] Yes [] No

Budget code and title: D.5110 MEO (L) #16 Union [X] Non-Union []

This position is vacated due to: [] Retirement [X] Resignation [] Termination [] Promotion [] Other

Employee No: 12531 Is this position mandated? [] Yes [X] No Is the position reimbursable? [] Yes [X] No

Source of reimbursement: [] Federal % [] State % [] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[] Competitive-active eligible list [] Competitive-no list (hiring would be provisional) [X] Non-Competitive [] Other

Actual Impact to Budget Report will be provided monthly by Human Resources Director.

Candidate's qualifications must be approved by Personnel Officer prior to hiring.

Human Resources Director has approved this form when initialed. [Signature]

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.

[] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 6/30/15

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.

[] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 7/1/15

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____

[] The committee has no objection to the filling of the vacancy.

[] The committee objects to the filling of the vacancy.

[] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.

[] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 7/1/2015

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Public Works Payroll Dept. No.: 1900
Title of Position: MEO Medium #4 Base Salary of Position: \$30,204 Grade: 7
Filling at Step # (If Known): Request to Back Due to Promotion: [X] Yes [] No
Budget code and title: D.5110 110 Union[X] Non-Union[]
This position is vacated due to: [X] Retirement [] Resignation [] Termination [] Promotion [] Other
Employee No: 10908 Is this position mandated? [] Yes [X] No Is the position reimbursable? [] Yes [X] No
Source of reimbursement: [] Federal % [] State % [] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[] Competitive-active eligible list [] Competitive-no list (hiring would be provisional) [X] Non-Competitive [] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed. [Signature]

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.
[] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 6/30/15

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.
[] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature [Signature] Date 7/1/15

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee _____

[] The committee has no objection to the filling of the vacancy.
[] The committee objects to the filling of the vacancy.
[] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 7/1/2015

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Public Works Payroll Dept. No.: 1900
Title of Position: MEO Medium #22 Base Salary of Position: \$30,204 Grade: 7
Filling at Step # (If Known): Request to Back Due to Promotion: [X] Yes [] No
Budget code and title: D.5110 MEO (M) #22 Union [X] Non-Union []
This position is vacated due to: [] Retirement [X] Resignation [] Termination [] Promotion [] Other
Employee No: 11381 Is this position mandated? [] Yes [X] No Is the position reimbursable? [] Yes [X] No
Source of reimbursement: [] Federal % [] State % [] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[] Competitive-active eligible list [] Competitive-no list (hiring would be provisional) [X] Non-Competitive [] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director.
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed. [Signature]

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

[X] The Administrator has no objection to the filling of the vacancy.
[] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 6/30/15

BUDGET OFFICER COMPLETES THIS SECTION

[X] The Budget Officer has no objection to the filling of the vacancy.
[] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature [Signature] Date 7/1/15

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

Name of Committee
[] The committee has no objection to the filling of the vacancy.
[] The committee objects to the filling of the vacancy.
[] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature [Signature] Date 7/1/2015