

Support Services Committee
Self- Insurance Department

AGENDA

June 22, 2016 10:20am

Committee Members: Chairman, Supervisor Vanselow
 Supervisor Frasier
 Supervisor McDevitt
 Supervisor Wood
 Supervisor Brock
 Supervisor Seeber
 Supervisor Montesi
 Supervisor Leggett
 Vacant

I. Action Agenda/New Business

- 1. Resolution requested to authorize the Insurance Administrator to enter into agreements for nurse case management services.**

Rationale: The Self-Insurance Plan utilizes nurse case management services on a case by case basis. The Insurance Administrator is requesting authorization to enter into agreements with various nurse case management firms on a form approved by the County Attorney. Amounts not to exceed \$3,000 per case per year. The Insurance Administrator also requests that prior actions of similar matter be ratified.

- 2. Resolution requested to authorize the Insurance Administrator to enter into an agreement for legal matters related to General Municipal Law 207.**

Rationale: Occasionally the Self-Insurance Plan has the need for specialized legal services for cases involving GLM 207 matters. The Insurance Administrator is requesting a new contract with Coughlin & Gerhart LLP, 99 Corporate Drive, Binghamton NY 13904, contact Mary Louise Conrow 607-723-9511 for such matters. Contract form attached. Amounts not to exceed \$5,000 per year. The Insurance Administrator also requests that prior actions of similar matter be ratified.

- 3. Resolution requested to authorize the Insurance Administrator to enter into agreements for private investigation services for the Self-Insurance Plan.**

Rationale: The Self-Insurance Plan utilizes private investigation services as a tool for case management. The Insurance Administrator is requesting authorization to enter into agreements as necessary with various private investigation firms as needed for investigation services on a case by case basis. On a form approved by the County Attorney. Aggregate annual sum for such professional services not to exceed \$19,999. The Insurance Administrator also requests that prior actions of similar matter be ratified.

4. Resolution requested to authorize the Insurance Administrator to enter into agreements with Independent Medical Examiners.

Rationale: WCL Sec 13 authorized the Self-Insurance Plan to utilize Independent Medical Exams for Workers' Compensation cases. Independent Medical Examiners provide exams on an as needed case by case basis. At times these exams must be scheduled within a short time frame. The Self-Insurance Administrator requests authority to schedule such exams as appropriate for the administration of the plan; to enter into agreements with various medical providers on a form as approved by the County Attorney; and to provide payment to various medical providers for Independent Medical Exams as per WCL Sec 13. Fees not to exceed \$7,000 per case per year to be paid from the Self-Insurance Fund (\$1720 435). The Insurance Administrator also requests that prior actions of similar matter be ratified.

5. Resolution requested to authorize the Insurance Administrator to enter into agreements to pay for Workers' Compensation Hearing transcripts.

Rationale: WCL Sec 122 provides the Self-Insurance Plan the authority to obtain transcripts to proceedings of which the plan is a party to. However, the Self-Insurance Plan must pay the transcriptionist for the documents. Fees are paid on a case by case basis to various transcriptionists employed by the Workers' Compensation Board. The Self-Insurance Administrator requests authority to make payment as necessary for such transcripts and to agree to such on a form as approved by the County Attorney. The Insurance Administrator also requests that prior actions of similar matter be ratified.

II. Referral / Pending Items

1. County Administrator to research whether moving employees from light duty to disability in Sheriff's Office was based on opinion or statute of law and report back to the Committee (05.30.14)

III. Informational Items

1. Warren County Municipal Highway Department Employee Safety Survey

Attachments

1. Resolution request form, Nurse Case Management (Page 3)
2. Resolution request form, contract, Coughlin & Gerhart (Pages 4-9)
3. Resolution request form, Private Investigation (Page 10)
4. Resolution request form, Independent Medical Exams (Page 11)
5. Resolution request form, Transcripts (Page 12)
6. Municipal Highway Employee Safety Survey (Page 13)

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Self Insurance

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Authorizing the Self-Insurance Plan Administrator to enter into agreements for nurse case management services. The Self-Insurance Plan utilizes nurse case management services on a case by case basis. Authority is provided to the Self-Insurance Plan Administrator to enter into agreements with various nurse case management firms on a form as approved by the County Attorney. Amounts not to exceed \$3000 per case per year. Ratifying prior actions of the Self-Insurance Plan Administrator of similar matter.**
- (c) Name of Contractor: **Various**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract:
- (h) Termination Date of Contract:
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: S1710 435 Self Insurance Fund Medical Fees**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Self Insurance

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Authorizing the Self-Insurance Plan Administrator to enter into an agreement for legal matters related to General Municipal Law 207. Not to exceed \$5,000 per year. Ratifying previous actions of the Self-Insurance Plan Administrator.**
- (c) Name of Contractor: **Coughlin & Gerhart LLP**
- (d) Address of Contractor: **99 Corporate Drive, Binghamton NY 13904**
- (e) Contractor's Contact Person and Telephone Number: **Mary Louise Conrow
607-723-9511**
- (f) Has or will the Contract be provided, if so, please attach: **attached**
- (g) Commencement Date of Contract: **immediately**
- (h) Termination Date of Contract: **as per attached**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount **attached**
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **S1710 440 Self-Insurance Fund Legal Fees****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



**Coughlin &
Gerhart LLP**

ATTORNEYS AND COUNSELORS

BAINBRIDGE
BINGHAMTON
HANCOCK
ITHACA
MONTROSE
OWEGO

www.cglawoffices.com

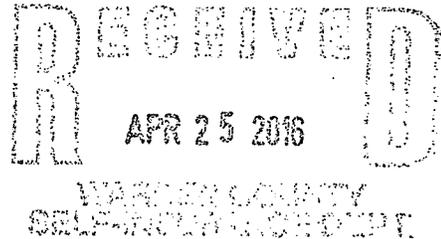
99 Corporate Drive
Binghamton, New York 13904

Mailing Address:
PO Box 2039
Binghamton, NY 13902-2039
(607) 723-9511
(877) COUGHLIN
Fax: (607) 723-1530
e-mail: MConrow@cglawoffices.com

April 20, 2016

Amy R. Clute
Warren County Self-Insurance Department
Insurance Administrator
Safety Officer
1340 State Route 9
Lake George, NY 12845

**Re: Representation of Warren County
General Municipal Law 207 Matters
Our File No. 13685-0001**



Dear Ms. Clute:

This will confirm and thank you for your request that this firm represent Warren County (hereinafter, "the County"). We are pleased to have this opportunity to assist the County, and we want to acquaint the County with our manner of handling your case.

Scope of Representation

Our representation of the County is in connection with GML 207 issues, NYS Retirement applications and associated labor issues as assigned by the County, unless we otherwise agree in writing. The services we will provide include handling General Municipal Law §207 matters consisting of initial conferences, review of documents, handling administrative processes and hearings, assisting with grievances, filing any appropriate Court papers, including motions and answers, appearing at any court proceedings, handling a trial, if necessary, handling any appeals, and providing other assistance as deemed appropriate including any negotiation issues. Additionally, we will assist with any matters arising from your Workers Compensation or Risk Management department as they are assigned to us.

Firm Representation

While I will be primarily responsible for the County's cases, other lawyers in the firm may, from time to time, be involved in handling cases as necessary. Should I be unavailable when the County calls, please feel free to refer any questions to my paralegal, Ronitta McPherson. If she is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

Amy Clute
Warren County

2

April 20, 2016

Re: Representation of Warren County
Our File No. 13685-0001

Cooperation

We will need the County's cooperation in the preparation and defense of these matters. This may include providing documents and access to Department records, rules and regulations. We will endeavor to coordinate this with the County's schedule in order to make this as little an imposition as possible. However, this cannot always be done, and we will appreciate your cooperation in this regard.

Billing Basis

The billing will be done on an hourly basis and submitted monthly for payment. Unless we agree otherwise, payment will be due upon receipt of our bill. If the County has questions about our billing rate or method, please feel free to discuss this matter early in our representation of the County. We are not able to advance monies on behalf of our clients, and we will try to anticipate such expenses. If we do advance any monies for expenses and fees on the County's behalf, such as filing fees, transcript costs, long-distance telephone calls, travel and photocopying, we will expect the County to promptly reimburse us upon billing.

Billing Rates

Prior to commencement of legal work, we will require no retainer. The legal services rendered to the County in this case will be based on a rate of \$245 per hour for partners, \$200 for associates, and \$130 an hour for the time of legal assistants. Attorney fees may be written up or down depending on the expertise required of the attorney providing services. These rates may be modified over time, but we will of course inform the County immediately if our rates should increase. Our statements to the County will reflect the rates in effect at the time of billing. Statements for legal services and expenses will be forwarded to the County on a monthly basis unless the County prefers otherwise.

Notice of Arbitration

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, the County does have the right to demand arbitration against us in an effort to resolve such fee dispute. In the unlikely event that a fee dispute arises, and the County notifies us of their intention to arbitrate, at the County's request we will provide you with the appropriate forms to file to implement your right to arbitrate.

Travel Time

In the event any travel is required on the County's behalf, such time will be charged at the hourly rate of \$190, plus mileage and travel expenses, if applicable. Mileage will be billed at the federal reimbursement rate and travel expenses include, but are not limited to; tolls, parking fees, and hotel accommodations. Any significant travel expenses outside those listed will be cleared with the County prior to incurring any such costs.

Amy Clute
Warren County

April 20, 2016

Re: Representation of Warren County
Our File No. 13685-0001

Efforts on Your Behalf

We will strive to complete the County's work as expeditiously as possible and at a fair and reasonable cost to the County. We do represent other clients, and there will be times when we will be giving the County's work priority over others. But the converse is true, and we trust that the County will understand if reasonable delays occur in completion of work.

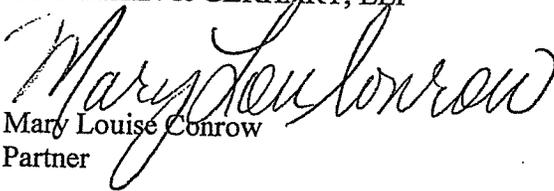
Termination

The County shall, at all times, have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

If the County has any questions about these terms, please let me know. Otherwise, if they are acceptable to the County, I would appreciate the County's signing both duplicate copies of this Agreement, and returning one to me in the enclosed self-addressed, stamped envelope.

We appreciate the opportunity to be of assistance to Warren County and look forward to working with you in this matter.

Very truly yours,
COUGHLIN & GERHART, LLP


Mary Louise Conrow
Partner

MLC:kmt

Enclosures

I AGREE TO THE TERMS OF REPRESENTATION
AND ENGAGEMENT AS OUTLINED ABOVE.

WARREN COUNTY

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Dated: _____

**2016 FEE POLICIES OF
COUGHLIN & GERHART, LLP**

Determination of Fees - Amount

Our fees for services as your attorneys are determined by the education, experience, and licensing required by the task we are engaged to undertake and by the time we expend on the matter. We also consider such other factors as:

- 1) Exclusivity: Will your matter prohibit us from being retained by others due to present or future potential conflicts of interest?
- 2) Time constraints: Is your matter of an urgent (or emergency) nature which will require us to place your matter before other already-pending matters?
- 3) The amount at risk, the effort required, the responsibility of the Firm, and the result anticipated and achieved.
- 4) Our prior relationship.

Charges are adjusted from standard hourly rates to consider any of the foregoing. You will be requested to execute a written Retainer Agreement reflecting our fee arrangement and acknowledging your understanding of and agreement to our fee policies.

Hourly Billing Rates

Our hourly billing rates reflect the value of the experience and skill of the individuals performing the work. In an effort to maintain reasonable fees, it is our commitment to delegate work whenever appropriate to the person with the lowest hourly billing rate capable of performing it. Non-licensed personnel, including paralegals and legal interns, are trained to work within the limits of their legal authority and specialty areas, and to refer appropriate inquiries to attorneys.

Our Firm has invested its resources in the creation of legal systems and state-of-the art automated equipment necessary to implement them so that attorney and paralegal time in the delivery of legal services is minimized. When automated systems are used in the preparation of legal documents, there is an hourly charge as listed below.

<u>TITLE</u>	<u>HOURLY RATE</u>
Partner	\$245
Associate	\$200
Paralegal	\$130
Of Counsel	\$200-320
Travel	\$190

Legal services for which charges are made may include court appearances, telephone and office conferences (including staff conferences between attorneys and/or paralegals and legal assistants when work is being delegated), legal research, document preparation, correspondence, and travel to and from conferences and court appearances. All time spent on your matter is entered on our records and is reflected in monthly

2016 FEE POLICIES OF COUGHLIN & GERHART, LLP

statements. In most instances, your bill will itemize the date the service was performed. Billing will be made in tenths-of-an-hour installments or greater. This policy reflects our experience that even telephone consultations of shorter than 10 minutes' duration require the attorney to disengage himself or herself from the tasks at hand, receive the information and/or resolve the problem posed by the telephone party, document the exchange for the file, and return to the task at hand.

Disbursements or Expenses

Separate from our charges for legal services are applicable expenses and disbursements of funds made by us on your behalf. Expenses including experts' and consultants' fees, service of process fees, filing fees, court costs, court reporter charges, certified copies of documents, photocopies, messenger charges, long-distance telephone charges, computerized legal research charges and charges of other attorneys retained to assist in the handling of your matter, together with other out-of-pocket expenses. These charges are billed to you at our cost, and whenever possible, in advance of incurring the expense. Copies of bills will be provided upon your request.

Contingent Fees

In cases where fees are contingent upon the successful accomplishment (by settlement or litigation) of your matter, a specific written contingent fee arrangement will be made with you. The agreement will set forth the precise method by which the fee is to be determined and how expenses will be handled.

Fee Estimates

It is our policy for the attorney to discuss the matter of fees and expenses at the first available opportunity so that clients will have a clear understanding of their entire financial obligation.

Monthly Billing Policy

Generally, you will be billed each month in which we have expended time or expense on your behalf. The amount is due and payable on receipt of the billing.

Questions About Billing

If you wish to ask about your bill or about the legal services which have been rendered, please call our office when you receive your statement. IF NO COMMENT ABOUT THE BILL IS RECEIVED WITHIN 30 DAYS OF THE STATEMENT DATE, WE SHALL ASSUME THAT YOU HAVE REVIEWED THE BILL AND FIND IT ACCEPTABLE.

Thank you for your cooperation and for the opportunity to provide legal services to you at this time. We appreciate your demonstration of confidence in us by engaging the services of Coughlin & Gerhart, LLP.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Self Insurance

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Private Investigation for Self-Insurance Plan. Authorizing the Self-Insurance Administrator to enter into agreements as necessary with various private investigation firms for investigation services on a case by case basis. On a form as approved by the County Attorney. Aggregate annual sum for such professional services not to exceed \$19,999. Ratifying all prior actions by the Self-Insurance Plan Administrator of a similar nature.**
- (c) Name of Contractor: **Various**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach: **on form as approved by County Attorney**
- (g) Commencement Date of Contract: **immediately**
- (h) Termination Date of Contract:
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: S1710 440 Self-Insurance Fund Legal Fees**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Self Insurance

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **WCL Sec 13 provides the authority to the Self-Insurance Plan Administrator to utilize Independent Medical Exams for Workers' Compensation Cases. Independent Medical Examiners are utilized on an as needed case by case basis. At times these exams must be scheduled within a short time frame. Authority is provided to the Self-Insurance Administrator to schedule such exams as appropriate for the administration of the plan; to enter into agreements with various medical providers on a form as approved by the County Attorney; and to provide payment to various medical providers for Independent Medical Exams as per WCL Sec 13. Fees not to exceed \$7,000 per case per year to be paid from the Self-Insurance Fund (S1710 435). Ratifying prior actions of the Self-Insurance Plan Administrator of similar matter.**
- (c) Name of Contractor: **Various**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract:
- (h) Termination Date of Contract:
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$7,000 per case annually**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: S1710 435 Self Insurance Fund Medical Awards**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

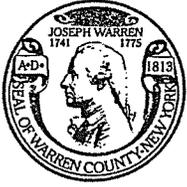
DEPARTMENT NAME: **Self Insurance**

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **WCL Sec 122 provides the Self-Insurance Plan the authority to obtain transcripts to proceedings of which the plan is a party to. The Self-Insurance plan must provide payment of the fee for the transcripts. Fees are paid on a case by case basis to various stenographers employed by the Workers' Compensation Board. Authority is provided to the Self-Insurance Plan Administrator to make payment as necessary for such transcripts and to agree to such on a form as approved by the County Attorney. Ratifying prior actions of the Self-Insurance Plan Administrator of similar matter.**
- (c) Name of Contractor: **Various**
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number:
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract:
- (h) Termination Date of Contract:
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: S1710 440Self Insurance Fund Legal Fees**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



Warren County Self-Insurance Department

Municipal Highway Department

Employee
Safety Survey

Department/Municipality: _____

Job Title (Optional): _____

(Circle One)

A. Does your department send you to safety training?

(Strongly Agree) 1 2 3 4 5 (Strongly Disagree)

B. Is the training valuable to your job?

(Strongly Agree) 1 2 3 4 5 (Strongly Disagree)

C. The concepts discussed in the safety training are used in the field and on the job.

(Strongly Agree) 1 2 3 4 5 (Strongly Disagree)

D. Does your department provide the tools and safety equipment to do your work safely?

(Strongly Agree) 1 2 3 4 5 (Strongly Disagree)

E. Do your supervisors and foreman support the safety program?

(Strongly Agree) 1 2 3 4 5 (Strongly Disagree)

What could be done to improve safety in your department?

RETURN THIS FORM TO Warren County Self-Insurance in the attached Self Addressed Stamped Envelope.

If you prefer, you may complete this survey online at <https://www.surveymonkey.com/r/YSSWSBB>

Thank you!

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Self Insurance

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Authorizing the Self-Insurance Plan Administrator to enter into an agreement for case management related to General Municipal Law 207. Not to exceed \$5,000 per year. Ratifying previous actions of the Self-Insurance Plan Administrator.**
- (c) Name of Contractor: **207 Resolutions LLC**
- (d) Address of Contractor: **8417 Oswego Road PMB 111 Baldwinsville NY 13027**
- (e) Contractor's Contact Person and Telephone Number: **Paula Tiner, 315-303-4124**
- (f) Has or will the Contract be provided, if so, please attach: **on form from County Attorney**
- (g) Commencement Date of Contract: **immediately**
- (h) Termination Date of Contract:
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **5000 annually**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **S1710 440 Self-Insurance Fund Legal Fees****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS