

COUNTY OF CAYUGA HEALTH INSURANCE CONSORTIUM

HEALTH INSURANCE ADVISORY COMMITTEE

OPERATING GUIDELINES

A. PURPOSES:

The Health Insurance Advisory Committee has been established as a vehicle for all concerned parties associated with the County of Cayuga Health Insurance Consortium Plan to share information, ideas, and strategies in an effort to make the Plan as efficient as possible within the constraints of any and all laws, regulations, and agreements which govern the Employers, the Consortium, and the Health Plan.

B. COMMITTEE STRUCTURE

1. The Committee will consist of the following Employer Representatives:
 - a. County Manager
 - b. County Legislature Representative
 - c. County Treasurer
 - d. Cayuga County Sheriff
 - e. County Director of Human Resources/Personnel
 - f. Cayuga County Community College Vice President of Administration
 - g. Cayuga County Community College Comptroller
 - h. Cayuga County Community College Director of Human Resources
 - i. Executive Director of the Soil & Water Conservation District

2. The Committee will consist of the following Employee/Retiree Groups:
 - a. Cayuga County Deputy Sheriffs Police Association (DSPA)
 - b. Sheriffs Employees Association of Cayuga County (SEACC)
 - c. Civil Service Employees' Association (CSEA)
 - d. New York State Nurse's Association (NYSNA)
 - e. Cayuga County Community College Faculty Association (NEA/NYSUT)
 - f. Cayuga County Community College Educational Support Professionals (NEA/NYSUT)
 - g. Cayuga County Community College Maintenance (AFSCME)
 - h. Cayuga County Community College Administrative Professionals (NEA/NYSUT)

3. The Committee may from time to time on an as needed basis include, but may not be limited to, the following professionals who will have no voting rights, but may be utilized as a resource:
 - a. Health Benefits Consultant
 - b. Representative from Insurance Company or Administrator
 - c. Health Benefits Actuary
 - d. Legal Representation
 - e. Certified Public Accountant
 - f. Labor Relations Specialists
 - g. County Budget Director
 - h. Deputy County Treasurer
 - i. County Payroll Specialist

4. Each Member of the Committee identified in Paragraph B(2) of this Operating Guideline shall be designated, in writing by the governing body of the Participant or by their Collective Bargaining Unit as appropriate.
5. If a Committee Member identified in Paragraph B(2) of this Operating Guideline cannot fulfill his/her obligations, for any reason, as set forth herein, and the employer or the employee group desires to designate a new Committee Member, it must notify the Consortium's Chairperson in writing of its selection of a new designee to represent the employer or employee group as a member of the Committee.
6. Members of the Committee shall receive no remuneration for their service and shall serve a term from January 1 through December 31.
7. No individual shall be the representative of more than one employer or employee group.
8. Each Participant may designate in writing an alternate to attend the Committee meetings when its representative on the Committee cannot attend. The alternate may participate in the discussions at the Committee meeting and will, if so designated in writing by the employer or employee group, have voting authority. Only alternates with voting authority shall be counted toward a quorum.
9. A majority of members of the Committee shall constitute a quorum. A quorum is a simple majority (more than half) of the total number of committee members. A quorum is required for the committee to conduct any business. All Committee recommendations and/or formal opinions will be determined through a consensus building process.
10. The Committee shall meet on a regular basis, but not less than on a quarterly basis at a time and place determined by a vote of the Committee.

C. ACTIONS BY THE COMMITTEE

The entire Committee shall mean the number of Committee Members when there are no vacancies. A consensus of the entire Committee present at any regular or special meeting of the Committee is required to take action on the following matters, with the exception of Special Meetings of the Board :

1. To fill any vacancy in any of the officers of the Committee.
2. To fix the frequency, time, and place of regular Committee meetings, and Special meetings of the Committee which may be called by the Chairperson or any two Committee Members provided not less than two days written or oral notice is provided to all remaining Committee Members.
3. To make a recommendation on the annual budget for the Consortium, prior to September 1st of each year, and make a recommendation on the annual premium equivalent to be paid by each Participant for each enrollee classification in the Plan.
4. To review periodic financial and operational reports.
5. To make recommendations regarding the benefits provided by the Plan(s).
6. To designate annually the Secretary of the Committee who may or may not be a member of the Committee.

7. To designate the Secretary of the Committee to have custody of all reports, statements and other documents of the Committee. The Secretary will take minutes of each Committee Meeting which shall be acted on by the Committee at a subsequent meeting.

D. OFFICERS

1. The Committee shall elect annually from its members a Chairperson and Vice Chairperson of the Plan. Any vacancy in an officer's position shall be filled at the next meeting of the Committee.
2. Officers of the Committee 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 Committee, shall not be deemed employees of the Consortium or the Committee. The Committee shall not have any authority to engage the services of any person as an employee of the Consortium or the Committee. Each third party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Committee shall serve without compensation from the Consortium or the Committee.

E. REPORTING

The Fiscal Officer of the County of Cayuga Health Insurance Consortium will ensure the following reports shall be prepared and furnished to the Committee:

1. Annually after the close of the Plan's fiscal year, but not later than April 30th, the following reports will be generated:
 - a. a report developed by the Consortium's Consultant showing the financial condition and affairs of the Plan, in such a form and providing such other information as the Board of Directors of the Consortium may prescribe, together with an audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the Plan.
 - b. an independent actuarial opinion on the financial soundness of the Plan, including the contribution or premium equivalent rates and reserves, both as paid in the current year and projected for the next fiscal year.
2. Periodic reports will be generated by the Fiscal Officer of the Consortium at least quarterly. Said reports will include, but may not be limited to, a Treasurer's Report and a Trial Balance Report.

F. REPRESENTATIONS AND WARRANTIES OF COMMITTEE MEMBERS

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

1. The Committee Member understands and acknowledges that his/her participation in the Committee under the terms and conditions of this Operating Guideline is strictly voluntary and may be terminated as set forth herein, at the discretion of the Committee Member.
2. The Committee Member understands and acknowledges that the duly authorized decisions of the Committee constitute the collective will of each of the Committee Members as to those matters within the scope of the Operating Guideline.
3. The Committee Member understands and acknowledges that the decisions of the Committee made in the best interests of the collective whole may on occasion temporarily disadvantage one or more of the individual Consortium Participants and/or Committee Members.
4. The Participant represents and warrants that he/she understands the terms and conditions of this Operating Guideline and is suitably experienced to understand the principles upon which this Committee and Consortium operates.
5. The Committee Member understands and acknowledges that he/she is 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 Committee Member to any duly authorized Committee approved action at the meeting.
6. The Committee Member understands and acknowledges that, absent bad faith or fraud, any Committee Member's vote approving any Committee action renders that Committee action immune from later challenge by that Committee Member or the group they represent.

G. RECORDS

All records and documents, including financial records, associated with the operation of the Committee are the property of the Committee. Each Committee Member may request records and documents relative to their participation in the Committee by providing a written request to the Chairperson of the Committee. Each request will be responded to in a reasonable time frame and shall include all information which can be legally shared. Committee Members are prohibited from making requests for data or information directly to the Administrator, Insurance Company, or any other company or professional engaged by the Consortium. Any such requests must be made by the Committee Member to the Chairperson of the Committee who will facilitate the delivery of the information in a timely manner. Any requests for records and data are subject to compliance with the privacy laws and regulations of the United States of America and the State of New York. As such some records and data may not be available for public disclosure.

H. CHANGES TO AGREEMENT

Any change or amendment to this Operating Guideline requires the approval by consensus of the Committee.

I. CONFIDENTIALITY

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

J. APPLICABLE LAW/VENUE

This Operating Guideline shall be construed and enforced in accordance with the Laws of the State of New York. If any litigation arises among the parties, venue shall be in the County of Cayuga, State of New York in a court of competent jurisdiction.

All of the above is established by the signatures below of the authorized representatives of the Participants. Signed counterparts of this Agreement shall be deemed to constitute an executed Agreement in the whole.

County of Cayuga

By: _____
Chairperson of Legislature

Cayuga Community College

By: _____
Chairperson Board of Trustees

Cayuga County Soil and Water Conservation District

By: _____
Chairperson of the Board