



NNYLN Board of Trustees Meeting
Zoom Video Conference Call
Thursday, November 19, 2020 10:00 a.m.
Please notify the Network Office if you are unable to attend

Join Zoom Meeting:
<https://us02web.zoom.us/j/5168012686?pwd=ckdqWnZrakdMQ2UyZjQyelZiWk1Qdz09>

Meeting ID: 516 801 2686
Passcode: NNYLN

Dial by your location
+1 646 558 8656 US (New York)
Meeting ID: 516 801 2686
Passcode: 026434

Agenda

Approval of Agenda

Minutes of September 17 and October 8, 2020

Financial Reports: August and September 2020

Personnel Manual

NYS paid sick leave update

Section 105 plan – Medicare Premium Reimbursements

NNYRC Report from November 12, 2020 meeting

Director's report

Meeting schedule 2020-2021:

January 14, 2021 Thursday 10:00 A.M. - Zoom video

March 18, 2021 Thursday 10:00 A.M. - Zoom video

May 13, 2021 Thursday 10:00 A.M. - Network Office

Northern New York Library Network
Board of Trustees Meeting
September 17, 2020
Zoom Video Conference

The September 17, 2020 meeting of the Northern New York Library Network Board of Trustees was called to order at 10:04 A.M.

Trustees Present: Andrew Kelly, President; Susan Mitchell, Vice-President; Steve Kenworthy, Secretary; Ginger Tebo, Treasurer; Ellen Adams; Michelle Bishop; Gwen Cunningham; Jeff Garvey; Ivy Gocker; Jill Tarabula and John Thomas.

Trustees Absent: Krista Briggs and Jenica Rogers.

Staff Present: Meg Backus and Phil Jones.

Agenda

Motion 20/21--08: Andrew Kelly (Michelle Bishop) moved to approve the September 17, 2020 meeting Agenda as distributed. Carried unanimously.

Minutes

Motion 20/21--09: Steve Kenworthy (Jeff Garvey) moved to approve the minutes of the July 23, 2020 meeting as distributed. Carried unanimously.

Financial Statements

The Board reviewed and discussed the financial statements for July 2020. Staff responded to a number of general questions posed by Board members regarding the monthly statements. NNYLN has received 80% of its Basic and Supplemental Operating State Aid.

Motion 20/21--10: Michelle Bishop (Steve Kenworthy) moved to accept the July 2020 financial statements as distributed. Carried unanimously.

Special Collections and Action Grants

A panel of three individuals reviewed and ranked ten Special Collections and Action grant applications. Six of the ten proposals were recommended for funding. The Board reviewed and discussed the panel's recommendations. Meg noted the total grant awards exceed the budgeted amount of \$50,000 by \$1,913. Meg also noted there are several grants awarded last year that were not completely funded due to COVID-19, and will be fully funded in this fiscal year's budget. Those awarded this fiscal year are:

Historic Saranac Lake	Creating Access to TB Patient Records	\$9,935.00
Oswego County Historical Society, Inc.	Creation of a Digitization Process & Training for the Collections with Completion of 3 Collections	\$9,640.00
NCLS + CEFLS	Library Advocacy Initiative	\$10,000.00
St. Lawrence University	Virtualizing the Library with Photogrammetry	\$9,542.00
Tupper Lake Public Library	Improving Access to Tupper Lake's Historical Collections	\$9,642.00
Potsdam Public Library	PPL On the Outside	\$3,154.00
	Total	\$51,913.00

Motion 20/21--11: Steve Kenworthy (John Thomas) moved to approve the grants as recommended by the panel and approve exceeding this fiscal year's budgeted amount by \$1,913. Motion carried. Ivy Gocker and Andrew Kelly recused themselves from voting.

NYSHN Updated Terms and Conditions

The Board reviewed and discussed the revised Terms and Conditions/Terms of Use (Terms) for the New York Historical Newspaper website as provided by attorney Cole Adams. It was suggested the Terms be amended to delete the Network Designated Agent's specific email in favor of a generic email address.

Meg reported the attorney will also send a letter to the offending online fee-based newspaper archive requesting they remove the content they scraped from NYHN website. Several members of the board suggested contacting website contributors to alert them to the offending action.

Motion 20/21--12: Ginger Tebo (Gwen Cunningham) moved to approve the amended Terms and Conditions/Terms of Use as presented by the attorney. Carried unanimously.

Employee Vacation Leave

At the March 19, 2020 Board of Trustees meeting, employee vacation leave expiration dates were suspended for a period of six months during 2020. It is now nearly six months later and travel is still not encouraged due to COVID-19. Meg recommended extending the 2020 expiration dates to the employee's 2021-anniversary date. Anniversary dates (hire date) are the normal expiration date of excess accrued vacation leave.

Motion 20/21--13: Jeff Garvey (Susan Mitchell) moved to extend the employee's 2020 vacation leave expiration dates to the employees 2021 anniversary date. Carried unanimously.

Nominating Committee

The Board discussed designating a three member Nominating Committee tasked with recommending a candidate to fill the current board vacancy. The Committee will also coordinate the selection of a candidate to fill the one expiring term in June 2020.

Motion 20/21--14: Michelle Bishop (Jill Tarabula) moved to form the Nominating Committee as a committee of the Corporation and appoint Ivy Gocker, Andrew Kelly and Steve Kenworthy to the committee. Carried unanimously.

Annual Sexual Harassment Training

The deadline for our annual Anti-Harassment Training is approaching. NNYLN has access to an online training module offered by the insurance carrier OneGroup. The online training is free and is available to any member of the board who does not receive the training through their own employer. Board members requesting enrollment in the NNYLN online module are Ellen Adam, Gwen Cunningham, Andrew Kelly and Susan Mitchell. Meg requested those who do take the training through their employer to email her a copy the certificate of completion.

Director Report

Meg Backus noted her written report was included in the Board packet. Highlights of current issues include:

Arrangements are being made to lend the 42" map scanner to Historic Saranac Lake. The scanner has seen very little use since it was purchased in 2010, mainly because it is not easy for members to transport their oversized special collections to the NNYLN office. The scanner is large (55"x 21"x 7", plus stand) and heavy (135 lbs.). A moving company has been contacted to construct a crate for the scanner and move it to Saranac Lake. Staff will draft a memo of understanding for users, and an easy to follow written guide. Zoom video consultations will be provided as needed.

The Annual Fall Meeting is scheduled for 10:30 AM Oct 8, 2020 via Zoom. Last year's grant recipients will present their projects.

A series of sessions supporting the update to the 2021-2026 5-Year Plan of Service are scheduled with members. In spring 2021, the Board will be asked to review and approve the new plan.

Christi Sommerfeldt recently collaborated with staff from the NYS Library and METRO Library Council to develop a series of programs on digital equity. They are running as a series from now through December.

The Annual State Report for Library Systems 2019 is due at the end of October. The Board's approval is required prior to submitting the report to Division of Library Development. Those present agreed to hold a special meeting via Zoom

prior to the October 8, 2020 Fall Meeting. The only agenda item will be to review and approve the report.

2020-2021 funding for academic member's Coordinated Collection Development Aid has not been approved at this time. The Division of Library Development expects the program to receive 80% funding at some point this fall.

NYLA recently arranged meetings with staff from senators Schumer and Gillibrand offices. Meg participated with other NY librarians to inform the senators of library services and activities during COVID, the impact of the state cuts to library systems and localities, and the need for federal relief. Both offices seemed receptive.

NYLA has begun using an app to track library-related state legislation; the app will allow tagging 10 terms that relate to libraries.

Legislative offices are not likely to allow group lobby days or rallies in the near future. That means there will be no Library Advocacy Day in February 2021.

Next Meeting Dates

Board members agreed to the proposed next meeting dates for 2020-2021:

October 8, 2020 Thursday 10:15 A.M. – Zoom video
November 19, 2020 Thursday 10:00 A.M. - Zoom video
January 14, 2021 Thursday 10:00 A.M. - Zoom video
March 18, 2021 Thursday 10:00 A.M. - Zoom video
May 13, 2021 Thursday 10:00 A.M. - Network Office

Adjournment

The Board meeting was adjourned at 11:25 A.M.

The September 17, 2020 meeting minutes are not yet approved.

◆ Next Board Meeting ◆
October 8, 2020, Thursday, 10:15 AM
Zoom Video Conference

Northern New York Library Network
Board of Trustees Meeting
October 8, 2020
Zoom Video Conference

The October 8, 2020 meeting of the Northern New York Library Network Board of Trustees was called to order at 10:19 A.M.

Trustees Present: Andrew Kelly, President; Susan Mitchell, Vice-President; Steve Kenworthy, Secretary; Ginger Tebo, Treasurer; Ellen Adams; Michelle Bishop; Krista Briggs; Gwen Cunningham; Jeff Garvey; Ivy Gocker; Jenica Rogers and John Thomas.

Trustees Absent: Jill Tarabula.

Staff Present: Meg Backus and Phil Jones.

Agenda

Motion 20/21--15: Ivy Gocker (Steve Kenworthy) moved to approve the October 8, 2020 meeting Agenda as distributed. Carried unanimously.

Annual State Report for Library Systems 2019

The Board reviewed and discussed the Network's Annual Report for Library Systems 2019.

Motion 20/21--16: Jenica Rogers (Ellen Adams) moved to approve the Northern New York Library Network's Annual Report for Library Systems 2019 as presented. Carried unanimously.

Next Meeting Dates

Board members agreed to the proposed next meeting dates for 2020-2021:

November 19, 2020 Thursday 10:00 A.M. - Zoom video

January 14, 2021 Thursday 10:00 A.M. - Zoom video

March 18, 2021 Thursday 10:00 A.M. - Zoom video

May 13, 2021 Thursday 10:00 A.M. - Network Office

Adjournment

The Board meeting was adjourned at 10:21 A.M.

The October 8, 2020 meeting minutes are not yet approved.

◆ Next Board Meeting ◆
November 19, 2020, Thursday, 10:00 A.M.
Zoom Video Conference

**Northern New York Library Network
Balance Sheet**

As of August 31, 2020

ASSETS

Current Assets

Community Checking	5,715.35
Community Money Market Savings	1,224,855.75

Total Current Assets 1,230,571.10

Other Assets

Buildings	621,473.00
Land	48,265.00
Improvements	24,852.00
Office Equipment	306,150.00
Accum. Deprec.	(603,469.00)

Total Other Assets 397,271.00

TOTAL ASSETS 1,627,842.10

LIABILITIES & EQUITY

Liabilities

Comp Absences	18,342.00
OPEB (Other Post-Employment Benefits)	68,440.00
Payroll Protection Prog Loan	100,626.00
Sect 125 FSA	1,091.45

Total Liabilities 188,499.45

Total Liabilities 188,499.45

Equity

Opening Bal Equity	1,269,293.53
Net Income	170,049.12

Total Equity 1,439,342.65

TOTAL LIABILITIES & EQUITY 1,627,842.10

Northern New York Library Network

Fund Balance Summary

As of 8/31/2020

Operating Fund Balance		634,892.21
Current Restricted Funds Balance		
Automation Program 2019	74,843.81	
Automation Projects	417,547.86	
Building Fund	32,354.90	
Equipment Fund	46,320.51	
Hospital Library Prog. 2020-21	0.00	
Medical ILL	24,611.81	
Payroll Protection Program Loan	0.00	
		<u>595,678.89</u>
Subtotal of Operating & Restricted Funds Balances		1,230,571.10
Plant Fund Balance		397,271.00
Liability: OPEB (Other Post Employment Benefits)		(68,440.00)
Liability: Payroll Protection Program Loan		(100,626.00)
Liability: Sect 125 FSA		(1,091.45)
Liability: Compensated Absences		<u>(18,342.00)</u>
TOTAL FUND BALANCE (EQUITY)		1,439,342.65
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Northern New York Library Network

Operating Fund Budget Report

7/1/2020 Through 8/31/2020

	Current Month: <u>8/31/2020</u>	<u>Year-to-Date</u>	<u>Annual Budget</u>	<u>Proportion of Budget</u>
INCOME				
Carry-Over from Prior FY	0.00	180,958.71	180,959	100%
Fees	0.00	0.00	1,000	0%
Interest	19.02	37.18	250	15%
Membership Dues	622.50	2,857.50	5,333	54%
Misc. Income	10,000.00	10,000.00	10,500	95%
NNYRC	0.00	0.00	153,028	0%
Rental Income	4,400.00	4,400.00	26,500	17%
State Aid	<u>235,186.00</u>	235,186.00	<u>287,663</u>	82%
Total Income	<u>250,227.52</u>	433,439.39	665,233	65%
EXPENSES				
Building Repair	310.00	2,600.21	10,000	26%
Bldg. Service Contracts	970.40	1,799.37	18,500	10%
Board & Committee Travel	0.00	0.00	4,000	0%
Continuing Education	314.99	1,149.10	25,000	5%
Contracted Services	13.50	27.00	12,000	0%
Delivery	21.60	88.22	6,400	1%
Disability Insurance	170.64	652.31	3,360	19%
Equipment	0.00	0.00	2,000	0%
Fuel & Utilities	342.55	412.20	13,000	3%
Grants to Member Libraries	0.00	3,000.00	50,000	6%
Health Insurance	5,064.70	4,484.03	53,487	8%
Membership Dues	0.00	173.00	2,950	6%
OCLC Charges	115.79	1,166.84	1,500	78%
Office Supplies	163.99	439.86	9,000	5%
Other/Contingency	558.76	621.43	38,698	2%
Payroll:				
Insurance Waiver	0.00	0.00	4,463	0%
Gross Salaries	31,040.62	50,225.67	290,734	17%
NNYLN's FICA & Medicare	2,260.99	4,706.88	22,813	21%
Peril & Bond Insurance	0.00	0.00	9,950	0%
Postage	21.91	21.91	400	5%
Professional Devel Award	995.00	2,495.00	15,000	17%
Professional Fees	0.00	0.00	18,000	0%
Publicity & Printing	0.00	0.00	2,000	0%
Rent/Maint. of Ofc. Equip.	69.65	139.30	850	16%
Retirement	3,724.86	7,717.49	34,777	22%
Staff Travel	0.00	150.00	11,000	1%
Telephone	188.49	188.49	2,800	7%
Unemployment Insurance	0.00	34.14	551	6%
Worker's Compensation	<u>1,668.00</u>	<u>1,668.00</u>	<u>2,000</u>	83%
Total Expenses	<u>48,016.44</u>	83,960.45	665,233	13%
TOTAL INCOME/EXPENSE		349,478.94		

09/16/20
Cash Basis

Northern New York Library Network Restricted Fund Summary July through August 2020

	Auto 19	Auto Projects	Building Fund	Medical ILL	PPP Loan	TOTAL
Income						
Carry-Over Inc	0.00	0.00	8,869.95	0.00	0.00	8,869.95
DueNorth	0.00	1,820.00	0.00	0.00	0.00	1,820.00
Misc. Income	0.00	5,331.29	0.00	0.00	0.00	5,331.29
Total Income	0.00	7,151.29	8,869.95	0.00	0.00	16,021.24
Gross Profit	0.00	7,151.29	8,869.95	0.00	0.00	16,021.24
Expense						
Contracted Serv	0.00	1,131.62	0.00	800.00	445.00	2,376.62
Fuel	0.00	0.00	0.00	0.00	398.05	398.05
Health Insur	0.00	0.00	0.00	0.00	5,584.44	5,584.44
Office Supp	0.00	42.34	0.00	0.00	0.00	42.34
Online Search	6,808.75	0.00	0.00	0.00	0.00	6,808.75
Payroll Expenses						
Gross	0.00	0.00	0.00	0.00	12,041.47	12,041.47
Insur Waiver	0.00	0.00	0.00	0.00	2,231.44	2,231.44
Medicare Company	0.00	0.00	0.00	0.00	0.00	0.00
Social Security Comp	0.00	0.00	0.00	0.00	0.00	0.00
Total Payroll Expenses	0.00	0.00	0.00	0.00	14,272.91	14,272.91
Telephone	0.00	0.00	0.00	0.00	188.42	188.42
Total Expense	6,808.75	1,173.96	0.00	800.00	20,888.82	29,671.53
Net Income	(6,808.75)	5,977.33	8,869.95	(800.00)	(20,888.82)	(13,650.29)

**Northern New York Library Network
Balance Sheet**

As of September 30, 2020

ASSETS

Current Assets

Community Checking	5,697.88
Community Money Market Savings	1,196,540.82

Total Current Assets 1,202,238.70

Other Assets

Buildings	621,473.00
Land	48,265.00
Improvements	24,852.00
Office Equipment	306,150.00
Accum. Deprec.	(603,469.00)

Total Other Assets 397,271.00

TOTAL ASSETS 1,599,509.70

LIABILITIES & EQUITY

Liabilities

Comp Absences	18,342.00
OPEB (Other Post-Employment Benefits)	68,440.00
Payroll Protection Prog Loan	100,626.00
Sect 125 FSA	1,091.45

Total Liabilities 188,499.45

Total Liabilities 188,499.45

Equity

Opening Bal Equity	1,269,293.53
Net Income	141,716.72

Total Equity 1,411,010.25

TOTAL LIABILITIES & EQUITY 1,599,509.70

Northern New York Library Network

Fund Balance Summary

As of 9/30/2020

Operating Fund Balance		629,983.18
Current Restricted Funds Balance		
Automation Program 2019	51,711.31	
Automation Projects	418,861.99	
Building Fund	30,749.90	
Equipment Fund	46,320.51	
Hospital Library Prog. 2020-21	0.00	
Medical ILL	24,611.81	
Payroll Protection Program Loan	0.00	
		<u>572,255.52</u>
Subtotal of Operating & Restricted Funds Balances		1,202,238.70
Plant Fund Balance		397,271.00
Liability: OPEB (Other Post Employment Benefits)		(68,440.00)
Liability: Payroll Protection Program Loan		(100,626.00)
Liability: Sect 125 FSA		(1,091.45)
Liability: Compensated Absences		<u>(18,342.00)</u>
TOTAL FUND BALANCE (EQUITY)		1,411,010.25
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Northern New York Library Network

Operating Fund Budget Report

7/1/2020 Through 9/30/2020

	Current Month: <u>9/30/2020</u>	<u>Year-to-Date</u>	<u>Annual</u> <u>Budget</u>	<u>Proportion</u> <u>of Budget</u>
INCOME				
Carry-Over from Prior FY	0.00	180,958.71	180,959	100%
Fees	0.00	0.00	1,000	0%
Interest	20.68	57.86	250	23%
Membership Dues	1,020.00	3,877.50	5,333	73%
Misc. Income	0.00	10,000.00	10,500	95%
NNYRC	0.00	0.00	153,028	0%
Rental Income	0.00	4,400.00	26,500	17%
State Aid	<u>54,479.00</u>	<u>289,665.00</u>	<u>289,665</u>	100%
Total Income	55,519.68	488,959.07	667,235	73%
EXPENSES				
Building Repair	0.00	2,600.21	10,000	26%
Bldg. Service Contracts	1,159.15	2,958.52	18,500	16%
Board & Committee Travel	0.00	0.00	4,000	0%
Continuing Education	64.99	1,214.09	25,000	5%
Contracted Services	13.50	40.50	12,000	0%
Delivery	5,022.48	5,110.70	6,400	80%
Disability Insurance	170.64	822.95	3,360	24%
Equipment	0.00	0.00	2,000	0%
Fuel & Utilities	488.31	900.51	13,000	7%
Grants to Member Libraries	0.00	3,000.00	50,000	6%
Health Insurance	5,641.53	10,125.56	53,487	19%
Membership Dues	12.00	185.00	2,950	6%
OCLC Charges	115.79	1,282.63	1,500	86%
Office Supplies	321.75	761.61	9,000	8%
Other/Contingency	564.46	1,185.89	38,698	3%
Payroll:				
Insurance Waiver	0.00	0.00	4,463	0%
Gross Salaries	31,040.62	81,266.29	290,734	28%
NNYLN's FICA & Medicare	2,265.26	6,972.14	22,813	31%
Peril & Bond Insurance	5,105.76	5,105.76	9,950	51%
Postage	41.50	63.41	400	16%
Professional Devel Award	50.00	2,545.00	15,000	17%
Professional Fees	4,150.00	4,150.00	18,000	23%
Publicity & Printing	0.00	0.00	2,000	0%
Rent/Maint. of Ofc. Equip.	69.65	208.95	850	25%
Retirement	3,724.86	11,442.35	34,777	33%
Staff Travel	214.00	364.00	11,000	3%
Telephone	192.46	380.95	2,800	14%
Unemployment Insurance	0.00	34.14	551	6%
Worker's Compensation	<u>1,668.00</u>	<u>1,668.00</u>	<u>2,000</u>	83%
Total Expenses	62,096.71	144,389.16	665,233	22%
TOTAL INCOME/EXPENSE		344,569.91		

11/05/20

Cash Basis

**Northern New York Library Network
Restricted Fund Summary
July through September 2020**

	Auto 19	Auto Projects	Building Fund	HLP 20-21	Medical ILL	PPP Loan	TOTAL
Income							
Carry-Over Inc	0.00	0.00	8,869.95	0.00	0.00	0.00	8,869.95
DueNorth	0.00	1,820.00	0.00	0.00	0.00	0.00	1,820.00
Hospital Fees	0.00	0.00	0.00	1,947.50	0.00	0.00	1,947.50
Misc. Income	0.00	20,999.29	0.00	0.00	0.00	0.00	20,999.29
Total Income	0.00	22,819.29	8,869.95	1,947.50	0.00	0.00	33,636.74
Gross Profit	0.00	22,819.29	8,869.95	1,947.50	0.00	0.00	33,636.74
Expense							
Bldg Repair	0.00	0.00	1,605.00	0.00	0.00	0.00	1,605.00
Contracted Serv	0.00	15,229.61	0.00	1,947.50	800.00	445.00	18,422.11
Fuel	0.00	0.00	0.00	0.00	0.00	398.05	398.05
Health Insur	0.00	0.00	0.00	0.00	0.00	5,584.44	5,584.44
Office Supp	0.00	298.22	0.00	0.00	0.00	0.00	298.22
Online Search	29,941.25	0.00	0.00	0.00	0.00	0.00	29,941.25
Payroll Expenses							
Gross	0.00	0.00	0.00	0.00	0.00	12,041.47	12,041.47
Insur Waiver	0.00	0.00	0.00	0.00	0.00	2,231.44	2,231.44
Medicare Company	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Social Security Comp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Payroll Expenses	0.00	0.00	0.00	0.00	0.00	14,272.91	14,272.91
Telephone	0.00	0.00	0.00	0.00	0.00	188.42	188.42
Total Expense	29,941.25	15,527.83	1,605.00	1,947.50	800.00	20,888.82	70,710.40
Net Income	(29,941.25)	7,291.46	7,264.95	0.00	(800.00)	(20,888.82)	(37,073.66)

This page contains the Sick Leave Policy in its current form in Personnel Manual. Needs updating for compliance with new laws in NYS. A good resource for NY Paid Sick Leave compliance can be found at <https://www.ny.gov/programs/new-york-paid-sick-leave>

The 5 pages following this one present updates advised by attorney Stephanie Adams.

Sick Leave

Sick leave with pay is granted to all full-time employees and to part-time employees working on a regular schedule, exclusive of hourly employees. The sick leave allowance is granted when employees are incapacitated by illness or injury or when they must be absent for medical, dental, or optical examination and treatment that cannot be arranged outside scheduled working hours. Five of the twelve sick days per year may be designated for family illness. Additional family sick days may be granted at the discretion of the Executive Director.

One day per month of sick leave with pay is allowed to all full-time members of the staff each year (exclusive of temporary employees). Part-time employees will acquire sick leave in proportion to the number of hours worked.

The number of sick days one may accumulate is limited to 150. A doctor's certificate may be required after an absence of one week.

Accumulated sick leave is forfeited upon resignation, (except as provided in section on health insurance). When a member of the staff, through illness, is unable to be on duty as scheduled, she or he should notify the NNYLN's office at the earliest opportunity.

Comments in margin explain changes made.

Leave Policies

Commented [m1]: Changed from "Leave Regulations"

The Network is committed to ensuring our employees have the time and resources to take care of themselves, their families, and civic obligations.

With that in mind, the Network offers a variety of paid and unpaid leave. This section sets out the different types of leave, how to apply for them, and how at times they interact.

Commented [m2]: This intro is new

Paid Vacation

Commented [m3]: Changed from "Vacation"

The Network offers qualified employees Paid Vacation Time as follows:

For purposes of this Policy, the "Vacation Year" is figured from date of employment through a twelve-month period.

Vacations must normally be taken within the anniversary year in which earned. A maximum of ten Paid Vacation days may be carried over from one year to the next.

Use of Paid Vacation Time requires the approval of both the immediate supervisor and the Executive Director.

The Executive Director will receive two (2) Paid Vacation days for each month worked. Full-time professional staff members will receive 1.83 vacation days for each month worked. Full-time support-staff staff members receive 0.83 vacation days for each month worked in each of the first two years, 1.25 days per month in the third year, and 1.66 days per month after seven years (in the eighth year and subsequent years). Part-time employees receive vacation at a rate proportionate to the number of hours worked. No vacation allowance is given to those employed on an hourly basis.

Annual salaries and employer's retirement contribution for participating staff will be recalculated to provide an average, constant salary and retirement contribution for the affected period. For new staff members eligible for vacation, the vacation allowance is prorated for the number of months of service.

Vacation cannot be used until half of the probation period is completed.

Holidays falling in a vacation period are not counted against Paid Vacation Time. A staff member leaving for a vacation may, upon request and with the approval of the Executive Director, receive an advance payment of salary due for all or part of the vacation period.

Commented [SA4]: This runs the risk of being an improper benefit from an NFP to an individual. The discretion involved also poses a risk.

Employees terminating service with the Network will be paid for unused vacation provided they have given the Network the required notice of resignation in writing.

Unpaid Vacation Leave

The Executive Director may approve a maximum of four weeks additional Unpaid Vacation Leave, without loss of benefits, provided there will be no ill effect on the overall effectiveness of the Network.

Requests for such additional vacation must be made annually, prior to July 1 of each year.

Paid Sick Leave

The Network offers all employees Paid Sick Leave as follows:

All full-time and part-time are entitled to Paid Sick Leave, which may be used for the following reasons:

- mental or physical illness, injury, or health condition of the employee or the employee's family member (regardless of receiving a diagnosis);
- the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member; or
- an absence when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking, including absences to seek services from shelters, crisis centers, social services, attorneys, or law enforcement, or for other actions necessary to ensure the health or safety of the employee or the employee's family member.

Paid Sick Leave will accrue at the rate of 1 hour per 21.66 hours worked.

Accrued Paid Sick Leave time that is unused by an employee over the course of the year will be carried over to the next calendar year. However, the amount of Paid Sick Leave a Full-Time employee may use in a calendar year is limited to 140 hours, and the amount of Paid Sick Leave a Part-Time employee may use in a calendar year is limited proportionally. For example, an employee working 30 hours/week may use a maximum of 120 hours Paid Sick Leave in a calendar year.

Accumulated Paid Sick Leave is forfeited upon resignation or termination, except as provided in section on health insurance.

When a member of the staff needs to use accrued Paid Sick Leave for any of the purposes provided in this policy, they must notify their supervisor at the earliest opportunity.

No confidential information shall be required to be disclosed by the employee to use Paid Sick Leave, but dishonest reasons for using Paid Sick Leave may lead to disciplinary action up to and including termination.

Commented [m5]: New heading. Formerly this language appeared in section labeled "Vacation"

Commented [m6]: Paid Sick Leave section rewritten to comply new labor law in NY, taking effect Jan 1, 2021. See above for full text of previous version (current) Sick Leave policy.

Commented [m7]: Paid sick leave now applies to all employees—Part-Time, Hourly, temporary, seasonal, anyone (not independent contractors).

Commented [m8]: This used to say "the number of sick days one may accumulate is limited to 150."

The FAQs for new law suggest SL must be allowed to be carried over, but usage can be limited. See below for exact guidance.

DOES LEAVE REQUIRED UNDER NEW YORK LABOR LAW SECTION 196-B EXPIRE AT THE END OF A CALENDAR YEAR?

Sick leave that is unused by an employee over the course of the year must be carried over to the next calendar year. However, employers may limit employee use to the number of hours that the employee is entitled to use within any calendar year (i.e., 56 hours for employers with 100 or more employees and 40 hours for employers with 99 or fewer employees). This may result in an employee maintaining a leave balance in excess of the amount they are permitted to use in any calendar year.

The Network will restore an employee who returns from Paid Sick Leave to the same or a comparable position. While on Paid Sick Leave, employees will continue to receive existing health insurance coverage; those employees who have family coverage will retain their coverage provided they continue to pay their share of family health insurance premiums. The employee may lose family plan coverage retroactively to the date an unpaid premium was due if the employee fails to pay their portion of the premium in a timely fashion.

Paid Family Leave

The Network offers all employees Paid Family Leave as follows:

The Northern New York Library Network (Network) will provide Paid Family Leave to eligible employees pursuant to New York State Paid Family Leave Benefits Law.

To be eligible, employees must: (i) regularly work 20 or more hours per week and be employed for at least 26 consecutive workweeks preceding the first full day family leave is taken; or (ii) regularly work less than 20 hours per week and be employed for at least 175 days preceding the first full day leave is taken.

Permissible Purposes for Leave Eligible employees will be entitled to paid time away from work are:

- (i) to care for a family member with a serious health condition;
- (ii) to bond with a child after birth or placement for adoption or foster care within the first 12 months after the birth or placement; or
- (iii) because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

An employee must provide at least 30 days advance notice before Paid Family Leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances and within the time prescribed by our usual and customary notice requirements. Failure to provide timely notice may result in Paid Family Leave being delayed or denied.

Eligible employees who wish to take Paid Family Leave must comply with applicable certification requirements any may be required to provide additional documentation, as permitted by law.

Paid Family Leave may only be taken in full day increments, unless otherwise provided by law.

The Network will restore an employee who returns from Paid Family Leave to the same or a comparable position. While on leave, employees will continue to receive existing health insurance coverage; those employees who have family coverage will retain their coverage provided they continue to pay their share of family health insurance premiums. The employee may lose family plan coverage retroactively to the date an unpaid premium was due if the employee fails to pay their portion of the premium in a timely fashion.

To the extent permitted by law, employees may elect to charge all or part of their paid family leave time to unused vacation, sick or personnel leave and receive full pay. In such case, The Network will seek reimbursement from the carrier out of any family leave benefits due prior to the carrier's payment of such family leave benefit to the employee.

Disability Leave (short-term or long-term) and Paid Family Leave may not be used at the same time.

The employee will not be entitled to paid family leave if the employee's family leave combined with disability benefits previously received exceeds 26 weeks during the same 52 consecutive calendar weeks.

An employee may use Paid Sick Leave to supplement income during Paid Family Leave.

Short-Term Disability Insurance

The Network offers all employees short-term disability insurance as required by the laws of the State of New York.

To apply for short-term disability, employees should consult the information at the New York State Department of Labor at <http://www.wcb.ny.gov/content/main/offthejob/db-overview.jsp>.

An employee may use Paid Sick Leave to supplement income during Short-Term Disability.

Long-term Disability Insurance

The Network offers all full-time employees long-term disability insurance; for information on current coverage, please request a copy of the policy.

An employee may use Paid Sick Leave to supplement income during Long-Term Disability.

Commented [m9]: State law allows concurrent use of Paid Sick Leave with other leave types (e.g. PFL) but does not require it.

Commented [m10]: Reference to ST disability is new. The idea is to clearly lay out the continuum of options employees have if they need to use leave. LTD was referenced in previous version but now is listed more explicitly.

Order of sections corresponds to waiting period and duration of benefit, from least to most: Paid Sick Leave, PFL, ST Disability, LT Disability.

Workers' Compensation Coverage

As required by law, The Northern New York Library Network carries Workers' Compensation coverage. If you experience a work-related injury, please notify the Executive Director immediately, so the proper paperwork can be initiated.

Bereavement Leave

Up to three bereavement days may be taken for a death in the immediate family. No bereavement days are given to those employed on an hourly basis.

Commented [m11]: changed from "Bereavement Days"

Unpaid Personal Leave

Leaves of absence without pay will only be granted under exceptional circumstances, subject to approval by the Executive Director. Requests for such leaves should be made in writing at least one month before the time desired. A request for return to work from an extended leave of absence must be received by the Network no less than two weeks before the requested date of return. An employee is eligible for a leave of absence after at least one year's employment. The employee must work at least one full year between leaves of absence. Benefit time accrued before leave shall be retained, but no further time shall be accumulated. Network contribution to health insurance may be continued at the discretion of the Executive Director, to a maximum of three months, but no funds will be contributed to retirement.

Commented [m12]: changed from "Leaves of Absence"

Weather Leave

The Executive Director may permit leave with pay on account of extreme winter weather or other extraordinary weather conditions.

Military Leave

Full-time staff members who are members of the National Guard, Naval Reserve, or Army or Air Force Reserve may be granted leave without pay or use vacation time for active reserve or military duty.

[omit Maternity/Paternity Leave, covered by PFL]

Either the mother or the father shall be eligible for an unpaid leave of six months at the birth or adoption of a child. Effective date will begin at the end of the period of disability or at the birth or adoption of the child. The Network will continue health insurance coverage but not retirement. Employees returning as specified under the provisions earlier described (see "Leave of Absence") shall be reinstated at the salary effective immediately prior to the leave. Benefit time accrued before the leave shall be retained, but no further time shall accrue during the period of the leave. Policies requiring written permission to take a leave and to return from a leave, as previously written, shall apply. No maternity/paternity leave is given to those employed on an hourly basis.

Commented [m13]: REMOVE. Made superfluous by PFL.

Proposed changes to policy appear highlighted

Health Insurance

All full-time and part-time permanent employees (but not hourly employees) are eligible for health insurance. The current program consists of basic hospitalization, basic surgical-medical coverage, major medical and dental benefits.

The Network health insurance contribution is 100 percent for individual employee coverage and 50 percent for dependents. **If an employee becomes eligible for Medicare (disability and/or age) the organization will pay for individual Medicare premiums as supported through the organizations 105 plan.**

Coverage for employees who have worked for the Network ten or more years and who retire at age sixty-two, or later, will be continued at 50 percent individual coverage payment for the individual and 50 percent payment for spouse and dependents.

Employees with ten years of service who retire between the ages of fifty-five and sixty-one may use accumulated sick days to pay for health insurance coverage at the rate of one sick day for one month of coverage. Beginning at age sixty-two, the Network will continue to pay health coverage at the appropriate level of coverage outlined in the paragraph above.

The plan and this policy apply only to the individual who has retired from the Network, and their dependents at the time of retirement and cannot be transferred to future spouses, children, or dependents. The Network reserves the right to adjust the percentage of premium to be paid by the retiree in the future.

Upon the death of a retiree or employee, dependents are covered at the expense of the Network for three months. Dependents of staff may petition the Board for an additional three months coverage upon a subscriber's death. After this period they may continue on the group insurance at their own expense.

Network employees are covered by Worker's Compensation (covering work-related disability) and Disability Benefits Law (covering nonwork-related disability). Network employees **working 32 hours/week or more** are covered by ~~total~~ **Long Term** disability insurance after one year of service. Immediately upon employment employees are eligible for the Network's IRS Section 125 Flexible Spending Accounts.

All accidents, whether to the staff and/or the public, shall be reported at once to the Executive Director or designee.

1. Development of Research Resources

- Chuck is preparing the New York Heritage website for migration from Drupal 7 to Drupal 8. This work is beyond the expected contribution councils make supporting that resource, so NNYLN bills ESLN for development time. The new site will have a lot of improvements on the back end, but is aiming to maintain a similar look and feel for the user on the front end.
- ESLN has submitted a preliminary application to IMLS in hopes to be invited to apply for a Leadership Grant in 2021 for the project of building a statewide institutional repository available to academic libraries. While we wait to see if IMLS will take a full application from us (ESLN, that is), 5 pilot sites around the state have agreed to develop use cases and functional requirements for a useful IR. The product would likely be built using Archipelago, an open-source platform the METRO council is developing. The IR envisioned would be ideal for small academic institutions.

2. Resource Sharing

- Given the state of library systems' budgets, ESLN dues have been reduced from \$8,000 to \$1,000 for this year. ESLN will maintain all its resources and services without disruption. All council directors voted for it to use reserves rather than to pull revenue from member councils.
- The Network's Automation Committee met on October 29th to discuss the cuts to the RBDB budget and plan accordingly. The major item under review was the Ebsco Omnifile subscription (\$46k annual cost). Usage is acceptable (\$4.93/FT article accessed), but canceling after June 30, 2021 seems likely. The Committee will meet again in April to recommend a budget for 21-22, when something should be known about the state budget for the next year.
 - Note: a budget-neutral technical amendment is being pursued by the state library that would remove the restrictions on RBDB aid, pooling it into Basic Aid. This is a way to allow councils more flexibility amid anticipated funding shortages.

3. Support Services

- PD Grants
 - Krista Briggs, *The Prison Library as an Agent of Rehabilitative Change*, \$210
 - Mary Cabral, MedLibEd Recorded Platform, \$170
 - Michelle Young, *Charleston Library Conference: Issues in Book and Serials Acquisitions*, \$325
 - Supported the attendance of 3 people at Assoc. of Rural and Small Libraries (ARSL) conference (\$50 each), and held a small Zoom panel event where they shared their experiences and takeaways from that event
- Coordinated Collection Development Aid Applications are open
 - Our 10 academic members participate in this program, receiving state money to collect materials in certain disciplines, which must be sharable beyond their

institutions. It was the final category of aid the state released, also with 20% withheld.

4. Professional Development

- Planning offerings for Continuing Education is ongoing. With so much available all the time now because of all the virtual programming, we know people are inundated. We continue to offer at least one original workshop with clear learning objectives each month, and to collate and communicate other opportunities available to our members. We're also experimenting with various forms of gathering and learning:
 - We've commissioned a set of training videos from an instructional designer about creating instructional videos: the theory and principles, process, and recommended tools. Christi has scheduled a time to watch these videos together, assign everyone a task of making a video (at least 1 min long), and then meeting back up online for a conversation/Q&A/Show and Tell with the instructional designer who made the tutorials.
 - Organizing workgroups is prevailing as a powerful use of our position as a multi-type entity, gathering librarians, historians, and archivists from across the North Country into the same space to engage on a subject.
 - A temporary group of people refreshing their websites met for a month and will continue offering user feedback on each other's websites. It was valuable to have both library and museum websites in play.
 - The group that read *Me and White Supremacy* together in the summer has continued to meet, and is shaping up into a steady Northern NY Anti-Racist Workgroup. It is currently defining the group's purpose and activities so that it can make itself known and others can join too. It will continue reading/watching/listening to various media together, at a minimum.

5. Advocacy and Awareness

- I agreed to join *The Regents Advisory Council on Libraries* (RAC) for a 5-year term. The RAC advises the New York State Board of Regents regarding the New York State Library, library development programs, library aid programs and other matters related to the operations of libraries and library systems in New York. The Council and officers of the State Education Department will be developing a comprehensive statewide library and information plan to recommend to the Regents concerning the implementation of the program of library service.
- Lewis County Historical Society submitted a membership application that I approved. They are our 6th member to join this year. (1. Elizabethtown Community Hospital, 2. Alice Hyde Hosp, 3. Oswego County Historical Society, 4. NYS Old Tyme Fiddlers Assn Inc, 5. Tupper Lake Public Library)
- As a follow-up to the Network Fellowship Program, I worked with Margo Gustina to submit a preliminary proposal for an IMLS National Research in Service to Practice project, *Libraries in Community Systems*. The three questions we propose to answer are

1. Definition (2021): What is a library within the context of community systems?
 2. Valuation (2022-23): What is the value of library service within the context of wellbeing outcomes?
 3. Modelling Practice (2023-24): How do these elements fit together in community systems models, illuminating nodes for impactful action which staff and individuals can effectively use to make change?
 - The special excitement I have for this is that Margo will be a doctoral student at UNM in an economics program that has a reputation for scholarship on the provision of public goods and nonmarket valuation.
6. Miscellaneous
- All state funding has now been received. 80% of the enacted budget was sent.
 - Mid-year Update from NY Division of Budget predicts \$15B budget gap each year through 2024.
 - PPP forgiveness process appears ready to be initiated. Community Bank has given us accounts in a portal for all the documentation to be submitted.
 - The 19-20 Audit wrapping up. The draft will be sent in December and the auditors will join the Board's January meeting to present their findings.

N Application for Membership in the Northern New York Library Network

Name of Organization: Lewis County Historical Society

Address: PO Box 446

City Lowville State NY Zip 13367

Telephone (voice) 315 376 8957 Fax _____

Web site: www.lewiscountyhistory.org

Name of Chief Administrator: Jerry Perrin

Email address lewiscountyhistoricalsociety@gmail.com Phone 315 376 8957

Type of Organization (check one):

- College or University Library
- Public Library
- Museum
- Historical Society
- School
- Medical

Other: _____

Is the organization chartered by the New York State Board of Regents? Yes No

Is the organization a part of a larger organization? If so, please identify organization and its relationship to the applicant:

Information Concerning the Nature of Library Service

Number of monographic volumes held:	<u>1,000</u>
Number of serials titles received:	<u>12</u>
Operating budget for most recently completed fiscal year:	<u>\$80,118</u>
Materials budget for most recently completed fiscal year:	<u>\$6,150</u>

Staff

Number of professional staff: 1

Number of non-professional staff: 1

Does the Chief Administrator hold an MLS degree? Yes No

Service

Number of hours library is open weekly: 21

Is library open to the public? Yes No

Special Collections

Number of items: 75,000

Please briefly describe Special Collections:

The Lewis County Historical Society collection includes literature, documents, photographs, artworks, and a multitude of various physical items with a connection to the history of Lewis County

Education Commissioner Regulation 90.5 requires that each reference and research library resources system shall demonstrate how any new member will improve library resources presently available to the research community in the area of the system, and/or bring improved reference and research services to the users of such new member. Please briefly address this requirement (for example, through participation in resource sharing, digitization of special collections, shared expertise in training, etc.):

We feel that the Lewis County Historical Society will benefit the library system by providing access to materials not currently available anywhere else. We also plan on digitizing our collection in the near future, providing virtual access to all library network members.

Dues

Full Voting Membership

Dues are based on type of membership which is determined by Network by-laws in accordance with regulations of the Education Commissioner of the State of New York. Current dues are:

- Organizations that award Graduate degrees: \$225.00
- Organizations that award Undergraduate degrees: \$187.50
- Library Systems: \$112.50
- For-Profit Institutions: \$150.00
- All Others: \$52.50

Certification

On behalf of the Lewis County Historical Society

, I hereby apply for membership in the Northern New York Library Network. I agree to adhere to the by-laws and practices of the organization, and share resources within the region at no charge.

Print Name: Jerry Perrin

Signature: Jerry Perrin

Title: Curator

Date: 7/15/20

Please return this application to:

Meg Backus, Executive Director
meg@nnyln.org

OR
Northern New York Library Network
Attn: Meg Backus
6721 US HWY 11
Potsdam, NY 13676

Northern New York Library Network

Northern New York Library Network

6721 US Highway 11
Potsdam, NY 13676

Northern New York Library Network HRA Plan

Plan Document

Effective December 01, 2020

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Appendix A

Northern New York Library Network HRA Plan

INTRODUCTION

Northern New York Library Network hereby establishes effective December 01, 2020, a health reimbursement arrangement, known as the Northern New York Library Network HRA Plan (the "HRA"), the terms of which are set forth in this document. The HRA provides for the reimbursement of expenses as described in the Appendices of this document that have been incurred by Eligible Employees, their spouses and certain eligible Dependents of such Employees.

It is intended that the HRA meet the requirements for qualification under Code Section 105 with respect to Employees, and that benefits paid Employees hereunder be excludible from their gross incomes pursuant to Code Section 105(b).

I. ARTICLE - DEFINITIONS

As used in this HRA, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

1. **"Plan Administrator"** means the individual(s) or committee appointed by the Employer to carry out the administration of the HRA. In the event the Administrator has not been appointed, or resigns from an appointment, the Employer shall be deemed to be the Administrator.
2. **"Code"** means the Internal Revenue Code of 1986, as amended.
3. **"Coverage Period"** means the period of the current plan year in which the individual is an eligible employee on or after his or her plan entry date.
4. **"Dependent"** means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order under ERISA Section 609 shall be considered a Dependent under this Arrangement.
5. **"Effective Date"** means December 01, 2020.
6. **"Eligible Employee"** means an Employee who is eligible to participate in the Employer's group medical plan. An individual shall not be an "Eligible Employee" if such individual is not eligible for the Employer's group medical plan.
7. **"Employee"** means any person who is employed by the Employer and is regularly scheduled to work a minimum of 30 hours per week. The term "Employee" shall also include any person who is a Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).
8. **"Employer"** means Northern New York Library Network, a Sole Proprietorship or any successor which shall maintain this HRA and any predecessor which has maintained this HRA. In addition, unless the context requires otherwise, the term "Employer" shall include any Participating Employer which shall adopt this HRA.
9. **"Employer Contribution"** means the amounts contributed to the HRA by the Employer.

10. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
11. **"HRA"** means the Northern New York Library Network HRA Plan as adopted by the Employer, including all amendments thereto.
12. **"Leased Employee"** means, effective with respect to Plan Years beginning on or after January 1, 1997, any person (other than an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person or entity ("leasing organization"), has performed services for the Employer (or for the Employer and related persons determined in accordance with Code Section 414(n) (6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. Furthermore, compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the Employer. A Leased Employee shall not be considered an Employee of the Employer if:
 1. such employee is covered by a money purchase pension plan providing:
 - i. a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Sections 125, 402(e)(3), 402(h) or 403(b),
 - ii. immediate participation, and
 - iii. full and immediate vesting; and
 2. leased employees do not constitute more than twenty percent (20%) of the recipient Employer's non-highly compensated workforce.
13. **"Participant"** means any Eligible Employee who has satisfied the requirements of the Section titled: "Eligibility" and has not for any reason become ineligible to participate further in the HRA.
14. **"Plan Year"** means, for the first plan year, the period beginning December 01 and ending December 31. For subsequent plan years, "Plan Year" means the 12-month period beginning January 01 and ending December 31.
15. **"Premiums"** mean the Participant's cost for any health plan coverage.
16. **"Qualifying Medical Expenses"** means any expenses as described in the Appendices of this document that meets the definition of "qualified medical expenses" (within the meaning of Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder) of the Participant, the Participant's spouse or a Dependent and that are not otherwise used by the Participant as a deduction in determining the Participant's tax liability under the Code or reimbursed under any other health coverage, including a health Flexible Spending Account. If the Employer provides Health Savings Accounts for

Participants, Qualifying Medical Expenses reimbursed shall be limited to those allowed under Code Section 223.

- 17. "Retired Employee" means any person who has retired from previous employment by the Employer or such other qualification requirements as set forth by the Employer.**

II. ARTICLE - PARTICIPATION

1. Eligibility

Any Eligible Employee shall be eligible to participate hereunder on the date such Employee is enrolled in the Employer's group medical plan.

2. Effective Date of Participation

An Eligible Employee who has satisfied the conditions of eligibility pursuant to the Section titled "Eligibility" shall become a Participant effective on the date that conditions of eligibility have been met.

An Eligible Employee who has satisfied the conditions of eligibility pursuant to the Section titled "Eligibility" shall become a Participant effective on the date that conditions of eligibility have been met.

3. Termination of Participation

Retired Employees and other terminated Employees may not continue to participate in the HRA, and any unused amounts shall be forfeited. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Medical Expenses as stated in the Section titled: "Health Reimbursement Arrangement Claims" under the Article titled: "Benefits" and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries. A Participant shall be permitted at least annually to opt out of the HRA and waive future reimbursements from the HRA. This Section shall be applied and administered consistent with any rights a Participant and the Participant's Dependents may be entitled to pursuant to Code Section 4980B or the Section of the HRA titled: "Continuation of Coverage".

III. ARTICLE - BENEFITS

1. Establishment of HRA

- a. The HRA is intended to qualify as a Health Reimbursement Arrangement under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.
- b. Participants in this Health Reimbursement Arrangement may submit claims for the reimbursement of Qualifying Medical Expenses as defined under the HRA.
- c. The Employer shall make available to Participant an Employer Contribution in the amounts listed in the Appendices of this document.

The amounts provided to the HRA by The Employer will be made available on the first day of the plan year.

- d. This HRA shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder in order for this HRA to be maintained as a Health Reimbursement Arrangement. No salary reduction contributions may be made to this Health Reimbursement Arrangement.
- e. If the Employer maintains Health Savings Accounts for Participants, this Arrangement shall be operated in accordance with the restrictions under Code Section 223.

2. Nondiscrimination Requirements

- a. It is the intent of this Health Reimbursement Arrangement to not discriminate in violation of the Code and the Treasury regulations thereunder.
- b. If the Administrator deems it necessary in order to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

3. Health Reimbursement Arrangement Claims

- a. The Administrator shall direct the reimbursement to each eligible Participant of all Qualifying Medical Expenses. Qualifying Medical Expenses shall be reimbursed, even though the submission of such a claim occurs after participation hereunder ceases, provided that the Qualifying Medical Expenses were incurred during a Coverage Period. In order to claim reimbursement, claims must include receipts or documentation that the expense being incurred is eligible for reimbursement. Expenses may be reimbursed in a subsequent Coverage Period, subject to subsection (b) below. However, a Participant may not submit claims incurred prior to beginning participation in the HRA and/or the Effective Date of the HRA,

whichever is earlier.

- b. Claims for the reimbursement of Qualifying Medical Expenses incurred in any Coverage Period shall be paid as soon after a claim has been filed as is administratively practicable. However, if a Participant fails to submit a claim within 90 days immediately following the end of the Coverage Period (that is, by 03/31), those Medical Expense claims shall not be eligible for reimbursement by the Administrator.**
- c. Reimbursement payments under this HRA shall be made directly to the Participant or the Provider, as requested.**
- d. If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.**
- e. Reimbursement requests for Terminated Employees must be received within 10 days following the date of termination, or remaining funds will be forfeited.**

IV. ARTICLE - ERISA PROVISIONS

1. Claim for Benefits

Any claim for Benefits shall be made to the Administrator. The following time frames for claims and the rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days

Insufficient information on the claim:

Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Administrator will provide written or electronic notification of all claim denials. The notice will state:

1. Information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures, as well as the claimant's right to bring a civil action under Section 502 of ERISA following a final appeal decision.
6. That upon request and free of charge, the following will be provided: a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim, and an explanation of the scientific or clinical judgment for a determination that is based on a medical necessity, experimental treatment or other similar exclusion or limit.
7. In the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.
8. The availability of and contact information for an applicable office of health

insurance consumer assistance or ombudsman established under PHS Act Section 2793.

When the Participant receives a notice of a decision of denial, the Participant shall have 180 days following receipt of the notification within which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the claim determination;
2. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with HRA documents and that HRA provisions have been applied consistently with respect to all claimants; or
4. constituted a statement of policy or guidance with respect to the HRA concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Administrator additional information describing the HRA's external review procedure.

2. Named Fiduciary

The "named Fiduciaries" of this HRA are (1) the Employer and (2) the Administrator. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the HRA including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for providing benefits under the HRA; and shall have the sole authority to appoint and remove the Administrator; and to amend or terminate, in whole or in part, the HRA. The

Administrator shall have the sole responsibility for the administration of the HRA, which responsibility is specifically described in the HRA. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under the HRA, and is not required under the HRA to inquire into the propriety of any such direction, information or action. It is intended under the HRA that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the HRA. Any person or group may serve in more than one Fiduciary capacity.

3. General Fiduciary Responsibilities

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this HRA solely in the interest of the Participants and their beneficiaries and

- a. for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the HRA;
- b. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- c. in accordance with ERISA and the documents and instruments governing the HRA, insofar as such documents and instruments are consistent with ERISA.

4. Nonassignability of Rights

The right of any Participant to receive any reimbursement under the HRA shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

V. ARTICLE - ADMINISTRATION

1. HRA Administration

The operation of the HRA shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the HRA is carried out in accordance with its terms, and for the exclusive benefit of Eligible Employees entitled to participate in the HRA. The Administrator shall have full power to administer the HRA in all of its details, subject, however, to the pertinent provisions of ERISA and the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this HRA:

- a. To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the HRA;
- b. To interpret the HRA, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the HRA;
- c. To decide all questions concerning the HRA and the eligibility of any person to participate in the HRA and to receive benefits provided under the HRA;
- d. To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the HRA in violation of the applicable provisions of the Code;
- e. To approve reimbursement requests and to authorize the payment of benefits;
- f. To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the HRA; and
- g. To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the HRA shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

2. Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to that person's interest under the HRA.

3. Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who

previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the HRA, if such act or omission is or was in good faith.

VI. ARTICLE - AMENDMENT OR TERMINATION OF HRA

1. Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the HRA without the consent of any Employee or Participant.

2. Termination

The Employer is establishing this HRA with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the HRA, in whole or in part, at any time. In the event the HRA is terminated, no further reimbursements shall be made.

VII. ARTICLE - MISCELLANEOUS

1. Adoption by Other Employers

Notwithstanding anything herein to the contrary, and with the consent of the Employer, any other corporation or entity, whether an affiliate or subsidiary or not, may adopt this HRA and all of the provisions hereof, and participate herein and be known as a "Participating Employer", by a properly executed document evidencing said intent and will of such Participating Employer.

2. HRA Interpretation

All provisions of this HRA shall be interpreted and applied in a uniform, nondiscriminatory manner. This HRA shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

3. Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

4. Written Document

This HRA, in conjunction with any separate written document which may be required by law, is intended to satisfy the written HRA requirement of Code Section 105 and any Treasury regulations thereunder.

5. Exclusive Benefit

This HRA shall be maintained for the exclusive benefit of the Employees who participate in the HRA.

6. Not Employment Contract

This HRA shall not be deemed to constitute an employment contract between the Employer and any Participant or Employee, or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this HRA shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this HRA.

7. Action by the Employer

Whenever the Employer under the terms of the HRA is permitted or required to do or perform any act or matter or thing, it shall be done and performed by an authorized representative of the Employer.

8. No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the HRA will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the HRA is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this HRA shall be legally enforceable.

9. Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the HRA that are not for a permitted Medical Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

10. Funding

Unless otherwise required by law, amounts made available by the Employer need not be placed in trust, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the HRA may be made.

11. Governing Law

This HRA and Trust shall be construed and enforced according to the Code, ERISA, and the laws of the state of New York, other than its laws respecting choice of law, to the extent not pre-empted by ERISA.

12. Severability

If any provision of the HRA is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the HRA, and the HRA shall be construed and enforced as if such provision had not been included herein.

13. Headings

The headings and subheadings of this HRA have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

14. Continuation of Coverage

Notwithstanding anything in the HRA to the contrary, in the event any benefit under this HRA subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each qualified beneficiary (as defined in Code Section 4980B) will be entitled to continuation coverage as prescribed in Code Section 4980B.

15. Health Insurance Portability and Accountability Act

Notwithstanding anything in this HRA to the contrary, this HRA shall be operated in accordance with HIPAA and the regulations thereunder.

16. Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this HRA to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

17. HIPAA Privacy Standards

- a. If this HRA is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- d. The HRA shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.
 2. In the event that any member of the Employer's workforce uses or

discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:

- i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;**
 - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;**
 - iii. mitigation of any harm caused by the breach, to the extent practicable; and**
 - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.**
- e. The Employer must provide certification to the HRA that it agrees to:**
- 1. Not use or further disclose Protected Health Information other than as permitted or required by the HRA documents or as required by law;**
 - 2. Ensure that any agent or subcontractor to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;**
 - 3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Employer;**
 - 4. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;**
 - 5. Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;**
 - 6. Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;**
 - 7. Make available the Protected Health Information required to provide an accounting of disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;**
 - 8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA**

available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the Privacy Standards;

9. If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information, when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and
10. Ensure adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

18. **HIPAA Electronic Security Standards**

If this HRA is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), then this Section shall apply as follows:

- a. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the HRA. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "HIPAA Privacy Standards".
- d. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- e. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to

determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

f. The HRA shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.

2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:

i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

iii. mitigation of any harm caused by the breach, to the extent practicable; and

iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

g. The Employer must provide certification to the HRA that it agrees to:

1. Not use or further disclose Personal Health Information other than as permitted or required by the HRA documents or as required by law;

2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Employer;

4. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the

uses or disclosures permitted by this Section, or required by law;

5. **Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;**
6. **Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;**
7. **Make available the Protected Health Information required to provide an accounting of disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;**
8. **Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the Privacy Standards;**
9. **If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and**
10. **Ensure the adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.**

Appendix A - HRA Plan Benefit

Medicare HRA Reimbursement Plan

Employee Class

- All Classes

Qualified benefits

- Including Qualified Individual Insurance premiums
- Employer Sponsored Retiree health insurance premiums

Reimbursement Schedule

- The HRA will pay \$5,000.00 annually of qualifying expenses up to a max benefit limit of \$5,000.00.

Unused HRA Funds

- Unused benefits at the end of the coverage period shall be forfeited.

Execution Agreement

IN WITNESS WHEREOF, Northern New York Library Network has caused its authorized officer to execute this Plan document as of

_____, the same to be effective December 01, 2020, unless otherwise indicated herein.

Northern New York Library Network

By:

Name:

Title:

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of Northern New York Library Network (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on __, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Welfare Benefit Plan, effective December 01, 2020, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of Northern New York Library Network 's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Northern New York Library Network

By:

Name:

Title:

Northern New York Library Network

Northern New
York Library
Network 6721 US
Highway 11
Potsdam, NY 13676

**Northern New York
Library Network HRA Plan
Summary Plan Description
Effective December 01,
2020**

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INTRODUCTION

This is the Summary Plan Description (the "SPD") for the Northern New York Library Network HRA Plan, a Health Reimbursement Arrangement (the "HRA"). This SPD summarizes your rights and obligations as a participant (or beneficiary) in the HRA.

Read this SPD carefully so that you understand the provisions of our HRA and the benefits you will receive. You should direct any questions you have to the Plan Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this SPD and the plan document, the plan document will control.

I. ELIGIBILITY

1. What Are the Eligibility Requirements for this HRA?

You will be automatically enrolled in the HRA when you enroll in the Employer's group medical plan, unless you have opted out of the HRA.

2. When is My Entry Date?

Your entry date is the date you satisfy the eligibility requirements of and enroll in the Employer's group medical plan.

Your entry date is the date that conditions of eligibility are satisfied.

3. Are There Any Employees Who Are Not Eligible?

Yes, employees who are not eligible to receive medical benefits under the group medical plan, or who are not enrolled in that plan, are not eligible to join the HRA.

II. BENEFITS

1. What Benefits Are Available?

The HRA allows for reimbursement for expenses as described in the Appendices of this document. The expenses that qualify are those permitted by Section 213(d) of the Internal Revenue Code.

The amounts provided to the HRA by your employer will be made available on the first day of the plan year.

If you are a new hire and enter the plan mid-year, the HRA amount provided to you will be prorated on a monthly basis.

Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. Any amounts reimbursed under the HRA may not be claimed as a deduction on your personal income tax return or reimbursed by other health plan coverage.

If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.

2. What is the "Plan Year"?

The "Plan Year" begins December 01, 2020 and ends December 31, 2020. Each subsequent "Plan Year" will be the 12 month period that begins on January 01 and ends on December 31.

3. What is the "Coverage Period"?

The period of the current "Coverage Period" in which the individual is an eligible employee on or after his or her plan entry date.

4. How are payments made from the HRA?

You may submit requests for reimbursement of expenses you have incurred during the course of a Coverage Period in accordance with the instructions of the Plan Administrator. The Plan Administrator will provide you with further details. However, you must make your requests for reimbursements no later than 90 days after the end of the Coverage Period (that is, no later than 03/31). In addition, you must submit to the Plan Administrator, in accordance with the instructions of the Plan Administrator, proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the HRA has agreed to pay, you will receive a reimbursement payment soon thereafter.

Remember, reimbursements made from the HRA are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

5. What Happens If I Terminate Employment?

If your employment is terminated during the Plan Year for any reason, your

participation in the HRA will cease on the date of your termination, and you will not be eligible to be reimbursed for any expenses incurred past that date. You must submit claims for any expenses incurred prior to your termination of employment within 0 days after you terminate employment. Any unused amounts will be forfeited.

6. **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, the Uniformed Services Employment and Reemployment Rights Act of 1994 may give you special rights to health care coverage under the HRA. These rights can include extended health care coverage. If you may be affected by this law, ask your Plan Administrator for further details.

7. **Newborn and Mothers Health Protection Act**

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the HRA or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

8. **Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

III. GENERAL INFORMATION ABOUT OUR HRA

This Section contains certain general information, which you may need to know about the HRA.

1. **General HRA Information**

"Northern New York Library Network HRA Plan" is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

This HRA is integrated with a group health plan entitled the "Northern New York Library Network Health Plan", which has been assigned policy number Medical.

The company has adopted this Plan effective December 01, 2020.

Your Plan's records are maintained on the basis of a period of time known as the "Plan Year". The initial Plan Year begins on December 01, 2020 and ends on December 31, 2020. Each subsequent Plan Year will be the 12 month period that begins on January 01 and ends December 31.

2. **Employer Information**

Your Employer's name, address, and identification number are:

Northern New

York Library

Network 6721 US

Highway 11

Potsdam, NY 13676

EIN: 14-6036399

3. **Plan Administrator Information**

The name and address of your Plan Administrator are:

Northern New

York Library

Network 6721 US

Highway 11

Potsdam, NY 13676

The Plan Administrator will also answer any questions you may have about our HRA. The Plan Administrator has the exclusive right to interpret the appropriate HRA provisions. Decisions of the Plan Administrator are conclusive and binding.

You may contact the Plan Administrator for any further information about the HRA.

4. **Agent for Service of Legal Process**

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the HRA. The HRA Agent of Service is:

Northern New

York Library

**Network 6721 US
Highway 11
Potsdam, NY 13676**

Legal process may also be served on the Plan Administrator.

5. Type of Administration

The HRA is a health reimbursement arrangement. The HRA is not funded or insured. Benefits are paid from the general assets of the Employer.

6. Claims Administrator Information

The name and address of your Claims Administrator are:

Northern New

York Library

Network 6721 US

Highway 11

Potsdam, NY 13676

The Claims Administrator keeps the claims records for the HRA and is responsible for the claims administration of the HRA. The Claims Administrator will also answer any claims-related questions you may have about the HRA.

IV. ADDITIONAL HRA INFORMATION

1. Your Rights Under ERISA

HRA Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. These laws provide that Participants, eligible employees and all other employees are entitled to:

- a. Examine, without charge, at the Plan Administrator's office, all HRA documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the HRA with the U.S. Department of Labor (also, available at the Public Disclosure Room of the Employee Benefits Security Administration).
- b. Obtain copies of all HRA documents and other HRA information upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable fee for the copies.
- c. Continue health care coverage for a HRA Participant, Spouse, or other dependents if there is a loss of coverage under the HRA as a result of a qualifying event. Employees and dependents may have to pay for such coverage.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time frames.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court; provided, such suit may be filed only after the plan's review procedures described herein have been exhausted and only if filed within 90 days after the final decision on review is provided, or, if a later date is specified in a booklet, certificate or other documentation for a particular Welfare Program, only if filed by such later date.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the HRA and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Plan Administrator to provide the materials and pay you up to \$112 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if a HRA Participant disagrees with the HRA's decision or lack thereof concerning the qualified status of a medical child support order, he or she may file suit in federal court.

In addition to creating rights for HRA Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the HRA. The individuals who operate the HRA, called "fiduciaries" of the HRA, have a duty to do so prudently and in the interests of the HRA Participants and their beneficiaries. No

one, including the Employer or any other person, may fire a HRA Participant or otherwise discriminate against a HRA Participant in any way to prevent the HRA Participant from obtaining benefits under the HRA or from exercising his or her rights under ERISA.

If it should happen that HRA fiduciaries misuse the HRA's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the HRA, you should contact the Plan Administrator. If you have any questions about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA), or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

2. How claims are submitted

When you have a Claim to submit for payment, you must:

1. File the claim in accordance with the instructions of the Plan Administrator.
2. Submit copies of all supporting receipts and/or Explanation of Benefits (EOB) from your insurance carrier for which you are requesting reimbursement.

A Claim is defined as any request for a HRA benefit, made by a claimant or by a representative of a claimant that complies with the HRA's reasonable procedure for making benefit Claims. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Unless otherwise specified, decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether claim is accepted or denied	30 days
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Extension due to matters beyond the control of the Plan	15 days
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Insufficient information on the claim:

Notification of	15 days
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Response by Participant	45 days
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Review of claim denial	60 days
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The Claims Administrator will provide written or electronic notification of any Claim denial. The notice will state:

1. Information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA or Welfare Program provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures, as well as the claimant's right to bring a civil action under Section 502 of ERISA following a final appeal.
6. Upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim, and an explanation of the scientific or clinical judgment for a determination that is based on a medical necessity, experimental treatment or other similar exclusion or limit.
7. In the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.
8. The availability of and contact information for an applicable office of health insurance consumer assistance or ombudsman established under PHS Act Section 2793.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision to the Claims Administrator. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the Claim determination;
2. was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;

- 3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with HRA documents and HRA provisions have been applied consistently with respect to all claimants;**
- 4. or constituted a statement of policy or guidance with respect to the HRA concerning the denied Claim.**

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Plan Administrator additional information describing the HRA's external review procedure.

IF YOU HAVE QUESTIONS

For more information about your rights under the Employee Retirement Income Security Act of 1974 (ERISA), including the Patient Protection and Affordable Care Act and other laws affecting group health plans, visit the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website at www.dol.gov/ebsa or call their toll-free number at 1-866-444-3272.

For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit www.HealthCare.gov.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Appendix A - HRA Plan Benefit

Medicare HRA Reimbursement Plan

Employee Class

- All Classes

Qualified benefits

- Including Qualified Individual Insurance premiums
- Employer Sponsored Retiree health insurance premiums

Reimbursement Schedule

- The HRA will pay \$5,000.00 of qualifying expenses up to a max benefit limit of \$5,000.00.

Unused HRA Funds

- Unused benefits at the end of the coverage period shall be forfeited.