

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: December 19, 2017

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims  
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions  
☐ Resolutions ☐ Other

3. DEPARTMENT: Laramie County Commissioners

APPLICANT: LC City-County Health Dept. AGENT: Gus Lopez

4. DESCRIPTION: Consideration of a memorandum of understanding between Laramie County and the City-County Health Dept. for the purpose of establishing guidelines and requirements for the inclusion of the Health Dept. employees in the Laramie County Health Care Benefits Plan with United Health Care.

Amount \$ From To

5. DOCUMENTATION: 2 Originals

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY



Clerks Use Only:

Commissioner

Ash \_\_\_\_\_  
Heath \_\_\_\_\_  
Holmes \_\_\_\_\_  
Kailey \_\_\_\_\_  
Thompson \_\_\_\_\_  
Action \_\_\_\_\_  
Postponed/Tabled \_\_\_\_\_

Signatures

Co Attny \_\_\_\_\_  
Assist Co Attny \_\_\_\_\_  
Grants Manager \_\_\_\_\_  
Outside Agency \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
Laramie County/City-County Health Department

This Memorandum of Understanding between Laramie County and the City-County Health Department (Health Department) is for the purpose of establishing guidelines and requirements for the inclusion of Health Department employees in Laramie County Health Care Benefits Plan with United Health Care (UHC).

1. This MOU supersedes any previous MOU concerning any health insurance relationship between the County and the Health Department. Further, and specifically, this MOU revokes and renders null any previous agreements or commitments made by Laramie County pursuant to an MOU executed on or about 2000 between Laramie County and the City-County Health Department.
2. No later than the last business day of each month the Health Department will provide to Laramie County Human Resources (LCHR) and Laramie County Finance a list containing the following items:
  - a. List of all employees currently covered by the insurance for that month, including their coverage (plan) and the level of coverage (employee only, employee plus spouse, employee plus children, family)
  - b. List of all employees who terminated coverage for that month with reason (i.e qualifying event, termination of employment)
  - c. List of all employees who added coverage that month with reason (i.e qualifying event, new hire) and tri-level of coverage.
3. The Health Department must keep on record, and make available to LCHR upon request proof that coverage was offered for all qualified employees (works on average 30+ hours per week).
4. The Health Department shall notify LCHR, using the provided form, within 5 days of termination of employment when that employee carried Laramie County health insurance coverage.
5. The Health Department shall notify LCHR, using the provided form, on the fifth day of employment for any eligible employees who elect insurance.
6. The Health Department will submit forms to LCHR notifying of any “qualifying event” changes to health insurance coverage within 28 days of the event. The Health Department will provide proof of “qualifying event” adds and drops.

7. The Laramie County Clerk's Finance Office shall reconcile the monthly billing from United Healthcare and submit payment on behalf of the Health Department within the times specified by UHC.
8. Initially, eligible full-time employees of the Health Department and their qualified dependents will be eligible for enrollment which is in the middle of the Laramie County Benefit year. All Health Department employees enrolled in the Laramie County Health Insurance plan will start new deductibles and out of pocket maximum on 1/1/2018. Laramie County will then have a renewal on 7/1/2018 for a new benefit year in which a new deductibles and out of pocket maximum will start for all participants in the Laramie County Health Plan.
9. The Laramie County Clerk's Finance Office, by detailed invoice, will bill the Health Department for the monthly premium after reconciling the billing.
10. The full payment of each monthly billing will be made to Laramie County by the Health Department by the 10<sup>th</sup> of each month. Failure to pay in a timely manner will result in a late payment of \$25.00 being assessed for each month payment is late.
11. No adjustments shall be made by the Health Department to the monthly billings. If an adjustment is necessary, the Health Department shall notify the Laramie County Clerk's Finance Office of the adjustment no later than 30 days after the error is identified. The Clerk's Finance Office will make the adjustment on the next monthly billing following notification of the adjustment required.
12. The Health Department will be responsible for preparing the employer's annual Affordable Care Act reporting forms for the Health Department personnel for the 2017 benefit year which the Health Department had coverage provided outside of Laramie County Government. The Health Department shall cooperate with Laramie County Finance Office in preparing the required employer's annual Affordable Care Act reporting forms on behalf of the Health Department for the subsequent years during which the Health Department is covered under the County's plan with UHC.
13. The Health Department must provide all current employees and ongoing new hires, eligible for health insurance with the following notifications and have on file a signed acknowledgement of receipt:
  - a. Special Enrollment Rights
  - b. Women's Health and Cancer Rights Act of 1998
  - c. Wellness Program Disclosure
  - d. Notice of Privacy Practices
  - e. Medicare Part D Notice

- f. New Health Insurance Marketplace Coverage Options and Your Health Coverage
  - g. Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)
  - h. Notice of Rights to Continue Health Coverage Under COBRA
  - i. Any other notifications that become required
- 14. The Health Department is responsible for any COBRA fees related to their employees.
- 15. The Health Department will provide census information in a timely manner for health insurance purposes.
- 16. The Health Department will provide a central contact for employees to help with their health insurance questions and issues. If additional help is needed, the designated contact will contact LCHR.
- 17. The Health Department agrees and understands that by entering into the MOU, Laramie County makes no representations or warranties as to the sufficiency of any coverage or benefits related to or provided pursuant to this MOU. The Health Department further agrees and understands that any benefits provided pursuant to this MOU are entirely dependent upon the nature and structure of Laramie County's agreements and understandings with UHC and are therefore subject to change. The Health Department recognizes that the health insurance market and any set of health insurance benefits come with inherent risks, are dependent upon the market and economic fluctuations and may be amended and/or terminated by the County. By entering into this MOU, the Health Department, on behalf of its officers and employees, accepts these inherent risks and instabilities.
- 18. The Health Department will be responsible for developing a Wellness program for its employees that include the following components:
  - a. Annual blood work (include cholesterol and glucose)
  - b. Health Risk AssessmentProvide financial incentive to employees who participate in wellness (i.e reduced premium, lump sum payment upon completion, etc). This would be funded by the Health Department

## **GENERAL PROVISIONS**

- A. Independent Contractor: The parties agree and understand that the services to be performed by UHC are those of an independent contractor and not as an employee of Laramie County. UHC is free to perform the same or similar services for others.
- B. Acceptance Not Waiver: COUNTY acceptance and/or approval of the reports, data and work or materials furnished hereunder shall not in any way relieve Health Department of responsibility for the accuracy of the information supplied pursuant to this MOU. Laramie County's approval or acceptance of, transmittal to UHC or any payment for, any of the services provided for herein shall not be construed to operate as a waiver of any rights under this MOU or of any cause of action arising out of the performance of this MOU.

C. Termination: This MOU may be terminated by either party with or without cause upon provision of ninety (90) days' notice, prior to the end of the plan year, 7/1, to the other party.

D. No Return Clause: If the Health Department leaves Laramie County's benefit plan, they will not be allowed to be re-instated.

E. Assignment: Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other part

F. Modification: This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if Laramie County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this MOU are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Health Department and to Laramie County in executing this MOU. This provision is not intended nor shall it be construed to waive either party's governmental immunity as provided in this MOU.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: Laramie County and Health Department do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this MOU. Further, the parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU, except that Health

Department agrees to waive its governmental/sovereign immunity for the purpose of any action taken by Laramie County in enforcement or other claim based upon this MOU.

L. Indemnification: Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

M. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.

N. Force Majeure: Neither party shall be liable to perform under this MOU if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: The parties' obligations hereunder are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the services or obligations provided pursuant to this MOU, the MOU may be terminated by either party at the end of the period for which funds are available. The party experiencing a funding deprivation shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty or damages shall accrue to the terminating party in the event this provision is exercised, and neither party shall be obligated or liable for any future performance, payments or obligation due or for any damages to the other as a result of termination under this provision.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q Compliance with Laws: Health Department agrees to comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

Health Department: City/County Health Department

By: B. R. Kuchelems Date Dec 11, 2017

REVIEWED AND APPROVED AS TO FORM ONLY:

By: For Date 12/11/2017  
Mark T. Voss, Laramie County Attorney