

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

**1. DATE OF PROPOSED ACTION:** January 25, 2013

<b>2. AGENDA ITEM:</b>	<input type="checkbox"/> Appointments	<input type="checkbox"/> Bids/Purchases	<input type="checkbox"/> Claims
<input checked="" type="checkbox"/> Contracts/agreements/leases	Grants	<input type="checkbox"/> Land Use: Variances/Board App/Plats	
<input type="checkbox"/> Proclamations	<input type="checkbox"/> Public Hearings/Rules & Reg's	<input type="checkbox"/> Reports & Public Petitions	
<input type="checkbox"/> Resolutions	<input type="checkbox"/> Other		

**3. DEPARTMENT:** Human Resources

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

**APPLICANT:** WinHealth Partners

**AGENT:** Heather Rudy



**4. DESCRIPTION:** Consideration of a contract with WinHealth Partners for a Risk Sharing Program

Amount	From	To
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**5. DOCUMENTATION:** Originals and (2) two copies

<u>Clerks Use Only:</u>	
<u>Commissioner</u>	<u>Signatures</u>
Humphrey _____	Co Atty _____
Thompson _____	Deputy Co Atty _____
Ash _____	
Holmes _____	
Action _____	Outside Agency _____
Postponed/Tabled _____	

## **WINHEALTH PARTNERS Risk Sharing Program Contract**

**THIS RISK SHARING PROGRAM CONTRACT** is made and entered into this 1<sup>st</sup> day of January 2013, by and between WINhealth Partners, a Wyoming nonprofit corporation, and Laramie County Government.

### **RECITALS**

**WHEREAS**, WINhealth Partners operates a health maintenance organization pursuant to the laws of the State of Wyoming and is organized, in material part, to develop and operate a health care provider network of physicians, hospitals and other providers of health care services, and in connection therewith, to enter into contractual arrangements with Plan Sponsors through which WINhealth Partners manages the health care services for the Plan Sponsor's employees and other beneficiaries;

**WHEREAS**, both parties agree that a primary benefit of having WINhealth Partners offer benefits to their employees is the ability of WINhealth Partners as a health maintenance organization to manage their employees' health care utilization and therefore their cost;

**WHEREAS**, Laramie County Government is a Plan Sponsor and desires to enter into a risk sharing agreement with WINhealth Partners;

**WHEREAS**, Laramie County Government desires to work with WINhealth Partners in keeping its medical utilization and costs down;

**WHEREAS**, Laramie County Government and WINhealth Partners desire to share the savings from reduced medical expenses;

**WHEREAS**, WINhealth Partners and Laramie County Government agree that this risk sharing agreement will be based on the two-year period commencing on July 1, 2011 ("Effective Date") and ending on June 30, 2013. WINhealth Partners maintains the sole discretion to continue this program to the July 1, 2013 contract year for whatever reason they deem acceptable.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions hereof, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

1.1 "Agreement" means this document in its entirety.

1.2 "Beneficiary" means any person who is a subscriber or dependent of a subscriber to a Health Plan provided by a Plan Sponsor and who has the right to have the Plan Sponsor pay for healthcare services provided to the Beneficiary by Participating Providers.

1.3 "Covered Services" means medically necessary healthcare services for which benefits are provided under the provisions of the Healthcare Services Master Agreement and provided to a Beneficiary by a Participating Provider.

1.4 "Healthcare Services Master Agreement" or "HCS Agreement" means the Group Contract between WINhealth Partners and the Plan Sponsor pursuant to which WINhealth Partners agrees to provide healthcare services through the use of WINhealth Partners' Participating Providers to Beneficiaries of a Plan Sponsor's Health Plan.

1.5 "Health Plan" means the health plan established under the HCS Agreement through which Covered Services are provided to Beneficiaries under applicable Wyoming law.

1.6 "Medical Loss Ratio" means the percentage of the premium revenues that go to pay for health care services. For purposes of the program addressed in this agreement, medical loss ratio shall be calculated using the following methodology: TOTAL EXPENSES/TOTAL REVENUE.

1.7 "Plan Sponsor" means any person or entity that has entered into an agreement with WINhealth Partners, either directly or through its Plan Sponsor Representative, for the provision of Covered Services and for payment of such services. Unless the context requires otherwise, the term "Plan Sponsor" includes the Plan Sponsor Representative.

1.8 "Plan Sponsor Representative" means any person or entity acting on behalf of a Plan Sponsor and with authority from the Plan Sponsor which has entered into an HCS Agreement with WINhealth Partners for the benefit of the Plan Sponsor.

1.9 "Total Expenses" will be calculated by adding the following together for each contract year (July 1, 2011 to June 30, 2012 and July 1, 2012 to June 30, 2013): Premiums paid to the reinsurance carrier and paid claims received within 180 days of the end of the contract year for services rendered during the contract year.

1.10 "Total Revenue" will be calculated by adding the following together: Collected Premiums and Collected Reinsurance Recoveries for services rendered during each contract year outlined above.

**ARTICLE II  
THE RISK SHARING PROGRAM**

2.1 The Medical Loss Ratio as defined in this agreement will be tracked on a quarterly and contract year to date basis.

2.2 WINHealth Partners will provide the Laramie County Government quarterly reports that track its medical loss ratio on a quarterly and contract year to date basis. Within one hundred and eighty (180) days of the end of each contract year covered by the Agreement, WINhealth Partners will determine the medical loss ratio as defined in this agreement. Each unit's (i.e. Laramie County Government, City / County Health and the BOPU) medical loss ratio will be

tracked separately. If any unit offers benefits to its retirees, the retirees will be included in calculations.

2.3 Depending on the medical loss ratio a refund/premium credit may or may not be returned to one unit but not the other. It is of the sole discretion of the each unit how they use any refund they may receive. The premium refund/premium credit will be determined by the below chart.

MEDICAL LOSS RATIO	AMOUNT OF PREMIUM CREDITED OR RETURNED
Less than and up to 85.000%	2.5%
85.001% to 86.500%	1%
Greater than 86.5001%	No premium refund/credit

2.4 In the event that any business unit is entitled to a refund based on the above chart, payment of such refund will be made as follows.

- a. Refund for July 1, 2011 to June 30, 2012 contract year: Fifty percent (50%) of the refund shall be paid to the business unit 180 days following the end of the contract year (approximately December 31, 2012). The remaining fifty percent (50%) of the refund will be paid to the business unit upon renewal following the end of the 2012-2013 contract year (approximately July 1, 2013).
- b. Refund for July 1, 2012 to June 30, 2013 contract year: Fifty percent (50%) of the refund shall be paid to the business unit 180 days following the end of the contract year (approximately December 31, 2013). The remaining fifty percent (50%) of the refund will be paid to the business unit upon renewal following the end of the 2013-2014 contract year (approximately July 1, 2014).

2.5 Payment of any amounts due under this Agreement will be contingent upon the business unit's continued enrollment in WINhealth Partners. Should the business unit terminate participation in WINhealth Partners prior to payment of amounts under this Agreement, such payment shall be forfeited.

2.6 The use and/or application of any refund made to Laramie County Government in accordance with this Agreement is at the sole discretion of Laramie County Government.

### **ARTICLE III LARAMIE COUNTY GOVERNMENT'S OBLIGATIONS**

3.1 Representation of Laramie County Government.

- a. Laramie County Government warrants that it has the authority to contract on behalf of its beneficiaries and to bind them to all of the terms and provisions of this Agreement.
- b. Laramie County Government represents that the terms of this Agreement do not conflict with the terms of its agreements, if any, with its employees or beneficiaries.

3.2 No Recourse Against Beneficiaries. In no event, shall the Laramie County Government expect or ask WINhealth Partners for specific information that may identify an employee who

has high cost utilization and Laramie County Government agrees to not in any way discriminate against an employee or their beneficiary because of high utilization.

Laramie County Government agrees that this Section 3.2 shall survive the termination of this Agreement for authorized services rendered prior to the termination of this Agreement, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of each Beneficiary.

#### **ARTICLE IV WINHEALTH PARTNERS' RESPONSIBILITIES**

4.1 HIPAA Compliance Health Insurance Portability and Accountability Act of 1996 (HIPAA), Confidentiality of Patient Information and Sharing of Resources. WINhealth Partners shall treat the Beneficiary's medical and other healthcare records as confidential and comply with all applicable HIPAA and other current confidentiality laws. WINhealth Partners will only provide reports to Laramie County Government that do not identify individuals and will not give Laramie County Government information about any member that will allow Laramie County Government to have knowledge about a specific course of treatment.

4.2 Support Materials and Programs. WINhealth Partners will provide Laramie County Government with educational support to help Laramie County Government employees and their beneficiaries understand how an HMO works.

4.3 WINhealth Partners agrees to treat Laramie County Government beneficiaries the same as all other beneficiaries, and will provide covered services to beneficiaries in its usual and customary manner.

#### **ARTICLE V RELATIONSHIP OF PARTIES**

None of the provisions of this Agreement or any HCS Agreements are intended to create, nor shall they be deemed or construed to create, any relationship between WINhealth Partners and Laramie County Government other than that of independent entities contracting solely for the purpose of effecting the provisions of this Agreement and of the HCS Agreements. Neither of the parties, nor any Plan Sponsor or their respective agents, shall be construed to be the agent, partner, coventurer, employee or representative of any other parties or of any Plan Sponsor.

#### **ARTICLE VI TERM AND TERMINATION**

The initial term of this Agreement shall commence upon the Effective Date set forth herein and shall remain in effect for two years from that date. Thereafter, this Agreement will not continue unless there is a written agreement between both of the parties to continue the Agreement. There will be no continuation beyond the term of the contract unless there is a written document executed. Termination of this Agreement shall have no bearing on any other contracts executed between the parties.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

7.1 Notices. Any notices required to be given in writing under this Agreement shall be given by either hand delivery, registered or by certified mail, return receipt requested, directed to the respective party at its last known address. The date of notice shall be deemed to be the date of hand delivery or two days after the date of mailing. Unless and until changed by written notice, the address of WINhealth Partners shall be:

WINhealth Partners  
1200 E 20<sup>th</sup> Street, Ste A  
Cheyenne, Wyoming 82001

Unless and until changed by written notice, the address of Laramie County Government shall be:

Laramie County Government  
310 W 19<sup>th</sup> Street  
Cheyenne, Wyoming 82001

7.2 Amendment. This Agreement may not be amended or modified except by a written instrument executed by both parties.

7.3 Non-Assignment. Neither party shall have any right to assign the benefits or delegate the obligations contained in this Agreement without prior written consent of the other party; provided, however, that WINhealth Partners and Laramie County Government shall have the right to assign this Agreement to an affiliated or successor entity without first obtaining such consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal or personal representatives, and permitted assigns.

7.4 Headings. The headings of the various subdivisions of this Agreement are inserted solely for ease of reference and shall not in any way affect the meaning or interpretation of this Agreement.

7.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

7.6 Entire Agreement. This Agreement, constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or unwritten, with respect to the same subject matter.

7.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

7.8 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

7.9 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided

to the contrary; provided, however, that at the request of either party, the other party shall execute such additional instruments and perform such additional acts as are necessary to effectuate this Agreement.

7.10 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

7.11 Non-Exclusivity. Nothing in this Agreement shall be construed to restrict WINhealth Partners from entering into other contracts or agreements to provide healthcare services to other individuals, plan sponsors, and employer groups. This Agreement does not restrict Laramie County Government from entering into other contracts or agreements for healthcare services with other healthcare plans, insurers, or other parties.

7.12 Counterparts. This Agreement may be executed in duplicate originals, each of which shall be an original instrument but both of which taken together shall constitute one and the same instrument.

7.13 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.

7.14 Governmental/Sovereign Immunity. Laramie County Government does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including WY ST § 1-39-101, *et seq.*, by entering into this Agreement. Further, Laramie County Government fully retains 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 Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement intending it to be effective as of the Effective Date set forth above, notwithstanding execution on a different date.

Laramie County Government: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

WINhealth Partners: \_\_\_\_\_ Date: 1/25/2013

Printed Name: Stephen K. Goldstone

Signature: 

Title: President and Chief Executive Officer

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