



AGENDA

PERSONNEL COMMITTEE FINANCE COMMITTEE

August 4, 2009

1:45 p.m.

County Board Room

Third Floor, Marinette County Courthouse

1. Call meeting to order
2. Approve agenda
3. Public Comment – Speakers will be limited to 5 minutes
4. Approve minutes of June 22, 2009
5. Discuss/consider remaining self insured or entering into an agreement with the Group Health Trust to provide health and dental insurance to Marinette County employees effective January 1, 2010 subject to Corporation Counsel's approval of agreement, action if any Sample Draft agreement attached
6. Adjournment

A majority of the members of the County Board of Supervisors, or of any of its committees, may be present at this meeting to listen and observe. If a majority of any such body is present, those present who are not members of the Personnel Committee and Finance Committee will not discuss or act on any County business.

cc: Personnel Committee Members
Finance Committee Members
Human Resources Director
Finance Director

Media
County Administrator
Corporation Counsel
Posting

PLEASE NOTE: AGENDA ITEMS MAY NOT BE CONSIDERED AND ACTED UPON IN THE ORDER LISTED

If you are an individual who needs a special accommodation while attending the meeting as required by the "Americans With Disabilities Act", please notify County Clerk Kathy Brandt, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD 715-732-7760)

DRAFT

**WCA GROUP HEALTH TRUST
PARTICIPATION AGREEMENT
(2009 EDITION)**

This Participation Agreement ("Agreement") is entered into and made effective as of January 1, 2009 by and between WCA Group Health Trust ("Trust") and _____, a Wisconsin municipal corporation ("Member").

WHEREAS, the Wisconsin Counties Association, by a Trust Agreement dated January 3, 1991, as amended and restated from time to time (the "Trust Agreement"), created the Trust for purposes of providing certain health and welfare benefit plans to Participating Members on a self-insured basis;

WHEREAS, the Trust has created one or more Plans to provide certain employee benefits to the employees of Participating Members and their eligible spouses and dependents;

WHEREAS, the Member seeks to provide its Employees and their eligible spouses and dependents with various employee benefits under one or more of the Plans; and

WHEREAS, the Member wishes to participate in the Trust and obtain coverage through one or more Plans offered by the Trust in accordance with the terms and conditions of this Agreement, the Trust Agreement and the Plans.

THEREFORE, IT IS HEREBY AGREED:

1. *Definitions.* As used in this Agreement:

a) "Coverage Period" with respect to any Plan means the dates of coverage set forth in the Plan during which coverage is made available to Employees and their eligible spouses and dependents in accordance with the terms of the Plan.

b) "Employee" means an individual participating in a Plan who is an active officer or employee of the Member, a retired officer or employee of the Member, a former officer or employee of the Member who is eligible for continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or section 632.897, Wisconsin Statutes, or an officer or employee on leave under the Family and Medical Leave Act of 1993 or section 103.10, Wisconsin Statutes, all as amended from time to time.

c) "Loss Ratio" means the percentage obtained by dividing (i) all covered claims incurred by the Trust on account of the Member during the period at issue, net of collected reinsurance, by (ii) the premium paid or payable by the Member, net of reinsurance premiums paid by the Trust on account of the Member, for the same period.

- d) "Participating Member" means any county, multi-county governmental unit, city, village, town, or school district participating in the Trust.
- e) "Plan" or "Plans" means any employee health and welfare benefit plan or plans (including any schedules, attachments, and amendments) issued to the Member by the Trust and administered by the Trust Board pursuant to the terms of the Trust Agreement.
- f) "Trust Board" means the Board of Trustees of the Trust.
- g) "Year" means calendar year.
2. *Participation by Member.* Upon execution of this Agreement, the Member shall be automatically enrolled as a participant in the Trust (to the extent the Member was not previously enrolled as a participant in the Trust pursuant to any prior Participation Agreement). The Trust shall offer one or more Plans, as amended from time to time, which when issued to the Member shall be deemed incorporated by reference into this Agreement.
3. *Obligations of Member and Employees.* The Member and its Employees shall comply fully with all provisions of this Agreement, the Plans and the Trust Agreement which impose an obligation on the Member or its Employees, as the case may be.
4. *Obligations of the Trust.* The Trust shall comply fully with all provisions of this Agreement, the Plans and the Trust Agreement which impose an obligation on the Trust.
5. *Contributions by Member or Employees.* The Member or its Employees shall pay all premiums and charges which the Member or its Employees are required to pay according to the terms of this Agreement or the Plans, as the case may be.
6. *Offer of Participation.* Participation in a Plan shall be offered to all Employees in eligible classes as defined in the Plan.
7. *Minimum Participation Level.* If, upon renewal of any Plan, fewer than 75 percent of the Member's eligible Employees who participated in the Plan in the preceding Year are participating in a Plan at renewal, the Trust, at its option, may:
- Re-rate the Member based on actual participation levels and, if necessary, adjust the Member's premium payments as appropriate.
 - Terminate the Plan and the Member's participation in the Trust, on sixty days prior written notice to the Member, instead of or in addition to adjusting the premium for the remaining Coverage Period.
 - Decline to offer the Plan to the Member if the Coverage Period has not yet begun.

8. *Effective Date.* This Participation Agreement shall be effective as of January 1, 2009 and shall continue in full force and effect through December 31, 2009. Thereafter, this Agreement shall automatically renew for additional one-year terms unless otherwise terminated in accordance with Paragraph 9. Termination of this Agreement shall automatically terminate the Member's participation in the Trust but shall not relieve the parties from any obligations under this Agreement, the Plans, or the Trust Agreement to the extent such obligations arise or relate to periods prior to the date of termination and have not been satisfied as of the date thereof. Any Participation Agreement entered into between the parties prior to January 1, 2009 shall remain in effect and shall govern any periods and claims occurring prior to January 1, 2009.
9. *Termination.* The Member may terminate this Agreement and its participation in the Trust at the end of any Coverage Period by giving the Trust at least sixty days written notice prior to the last date of the applicable Coverage Period. The notice shall be deemed given when actually received by the Trust at its principal office. A Member terminating its participation in the Trust shall not receive any future refunds or dividends declared with respect to any Year in which the Member was participating in the Trust. The Trust may terminate this Agreement and the Member's participation in the Trust at any time if the Member fails to pay any premiums or breaches any other obligation of this Agreement, the Plans or the Trust Agreement.
10. *Claims Run-Out.*
- a) The Trust shall not be required to pay any claim filed more than six months after the effective date of termination of the Member's participation in the Trust.
 - b) If the Member terminates its participation in the Trust without giving the Trust sixty days prior written notice, the Trust shall not be required to pay any claim filed with the Trust after the effective date of termination or the last date for which the premium was fully paid, whichever is earlier.
11. *Information Provided For Bidding Purposes.* The Member shall notify the Trust of the Member's intention to solicit bids for employee benefits at least ninety days before the period for which the Member will solicit bids. On receipt of timely notice, the Trust, at its expense, shall prepare and mail one copy of the following information to the Member:
- a) Census of participating Employees and their covered spouses and dependents, including age, sex and type of Plan.
 - b) Premiums paid and claims incurred under the Member's Plans for the previous two Years and the part of the current Year for which information is available.
 - c) Information pertaining to any claim in excess of \$75,000 pertaining to an individual covered by the Member's Plans during the previous two Years and the part of the current Year for which information is available, subject to applicable state and federal laws governing medical confidentiality.

The Trust shall provide, for a reasonable fee to be determined by the Trust, any additional copies of this information requested by the Member and, if available, any special claims reports requested by the Member. The Trust shall not be required to disclose the name of any claimant or information by which the claimant could be identified and shall not be required to make any disclosure prohibited by law.

12. *Entire Agreement.* This Agreement, any Plans incorporated into this Agreement, the Trust Agreement, any prior Participation Agreement between the parties and any Plans incorporated therein constitute the entire agreement between the parties and supersede all prior negotiations concerning the same subject.
13. *Severability.* If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.
14. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

[Remainder of this page left blank]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

[INSERT MEMBER]

WCA GROUP HEALTH TRUST

BY _____
Signature

BY _____

NAME _____
Print or Type

DATE _____

TITLE _____
Print or Type

DATE _____



WCA GROUP HEALTH TRUST

HEALTH & DENTAL INSURANCE PROPOSAL

FOR

MARINETTE COUNTY

(Effective 1/01/10)

The following proposed rates assume duplication of the current benefits defined in the County's current self-funded benefit plan booklet with CMS/Anthem. Benefit administration will also be in accordance with the current benefit plans as documented in your summary plan description and/or master plan document.

Proposed Rates

	Medical Coverage	Dental Coverage
Employee	\$ 790.00	\$ 34.00
Employee & Child	\$1,328.00	\$ 87.50
Employee & Spouse	\$1,691.00	\$ 87.50
Family	\$2,385.00	\$ 87.50

Our proposal is based on the County's experience data all disclosed medical information defined in the claims data specifications to date. If there are any discrepancies in the data received, we reserve the right to re-evaluate our proposed rates. **The proposed rates listed above are locked in and guaranteed for a 1/01/10 effective date.** The Lifetime maximum will be paid from dollar one.

The WCA Group Health Trust is proposing a \$15,000 annual wellness grant to Marinette County. This grant is being offered to Marinette County to implement wellness initiatives or complement an existing wellness program for their employees.

The proposed rates reflect the utilization of the HealthEOS PPO network for the employees of Marinette County, which provides a state-wide network including a National PPO wrap.

This proposal assumes acceptance of the terms and conditions of the participation requirements of the WCA Group Health Trust, which incorporate year-to-year participation.

Marinette County
Estimated Changes in Premium

Plan Detail	Change In Premium
Change Prescription Drug Copays from Retail: \$7 Retail/ Mail Order: \$12 Mail to Retail: \$7 Generic / \$15 Brand, Mail Order: \$12 Generic / \$20 Brand	1.2% Decrease
Change the Out-of-Network Coinsurance from 20% to 30%	.05% Decrease
Change the Emergency Room Coverage from Deductible, then 10% Coinsurance (In-Network) or 20% Coinsurance (Out-of-Network) to \$50 Copay/ Deductible, then 10% Coinsurance (In-Network) or 20% Coinsurance (Out-of-Network)	.075% Decrease
Change the Annual Wellness Benefit from \$600 to \$1000	No Change