

MAYFLOWER MUNICIPAL HEALTH GROUP

AGREEMENT for JOINT NEGOTIATION and PURCHASE OF MEDICAL, HEALTH, DENTAL and LIFE COVERAGES (as amended)

Article 1. Authority and Purpose.

This agreement is entered into in accordance with M.G.L. Chapter 32B, Section 12, to enable the governmental units executing this agreement as indicated in Article 17 hereof, and any additional governmental units accepted for participation in accordance with the procedures described in Articles 2 and 13 hereof, hereinafter referred to as the "Participating Governmental Units," to join together in negotiating and purchasing policies authorized under M.G.L. Chapter 32B, Section 3, including health, dental, and life insurance, Health Maintenance Organization coverage as authorized by M.G.L. Chapter 32B, Section 16, as well as Administrative Services Only coverage as authorized by G. L Chapter 32B, section 3A, which may include Preferred Provider Arrangements or other methods of self-funding as may be allowed by law. The economies of scale and other benefits derived through joint negotiation and purchase anticipated by the authority granted to the participants by M.G.L. Chapter 32B, Section 12, constitute the purpose of this agreement. The legal entity established by this agreement shall be known as the Mayflower Municipal Health Group ("the Group").

Article 2. Eligibility and Participating Governmental Units

- A. Participants
The participants in this joint negotiation and purchase agreement are those listed as signatories to this agreement on each page of Article 17. Additional governmental unit participants may be added pursuant to this Article 2, Section C and Article 13.
- B. Eligibility
Participants shall be Massachusetts governmental units as the term is defined in M.G.L. Chapter 32B, section 2(f).
- C. Application for Participation
Membership in the Group is granted at the discretion of the Board of the Group. A governmental unit that wishes to participate in the Group must submit a written application to the Chairman of the Board of the Group. New members must have adopted MGL Chapter 32B, Section 18 prior to the effective date of participation in the Group. The governmental unit must also submit information and data as required by the Group. Upon acceptance into the Group, the Appropriate Public Authority of the new member unit must sign this agreement and fulfill all other obligations for participation as described in this agreement.
- D. Surcharge to New Members
The Board may establish a surcharge on the rates for each new member.

Article 3. Term of Agreement and Participation.

- A. Duration
This agreement shall commence as of July 1, 2008 and remain in full force and effect for an indefinite period, subject to amendment

in accordance with the terms of Article 13 until terminated pursuant to law or by an instrument in writing executed by the Appropriate Public Authorities of at least two-thirds (2/3rds) of the Participating Governmental Units of the Group.

B. Withdrawal of a Participating Governmental Unit

A Participating Governmental Unit may withdraw participation at its discretion, but a withdrawal may only be effective on June 30th of any Plan Year (July 1 to June 30). Any election by a governmental unit to terminate participation under this agreement requires written notification to the Board of such decision to withdraw no later than the December 31 that precedes the June 30 upon which the withdrawal would be effective. A withdrawing Participating Governmental Unit shall be subject to the liabilities described in Article 14. A.

A Participating Governmental Unit that has withdrawn participation from the Group shall not be eligible to reapply for membership until after the second anniversary date of the Group's health plan contracts following the unit's withdrawal of participation. The terms and requirements of Article 2. of this Agreement shall apply. A governmental unit that has withdrawn its membership twice or that has been terminated from the Group under Article 3., shall not be eligible to reapply for membership.

C. Termination of a Participating Governmental Unit by the Group

Any Participating Governmental Unit which is 60 days in arrears for the payments due under Article 8 and Article 9 of this agreement may be terminated from participation in this Agreement for Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages at the Board's discretion. Such termination shall not limit the Board from obtaining payment of all monies in arrears under Articles 8 and 9. A Governmental Unit that is terminated by the Group shall be subject to the liabilities described in Article 14. A.

D. Termination of the Group

In the event that the Group terminates and there is a trust fund deficit as certified by the audited financial statements, each Participating Governmental Unit agrees to make payment of its share of such deficit. Such payments, if required, will be assessed on the basis set forth below.

In the event that the Group terminates and there is a trust fund surplus as certified by the audited financial statements, once all obligations of the Group have been met, surplus funds shall be distributed to the Participating Governmental Units on the basis set forth below.

The determination of a Participating Governmental Unit's proportionate share of the trust fund surplus or deficit as certified by the audited financial statements shall be calculated as follows:

The proportionate share of a Participating Governmental Unit shall be the sum of the Unit's subscribers (employees and retirees) participating in the Mayflower Municipal Health Group plans for

each month of the one-year period immediately prior to the effective date of termination of the Group divided by the sum of all subscribers (employees and retirees) in the Mayflower Municipal Health Group plans for this same period.

Distributions will be made as soon as all obligations have been met but not more than thirty (30) months following the termination of the Group.

Upon termination of the Group, the Board shall continue to serve to conclude the affairs of the Group.

**Article 4. Administration and Governance/ Board and Committees
(see attached amendments)**

All activities of this entity and its boards, committees, officers, and members shall be governed by Massachusetts General Laws. Administrative and governing authority shall be vested in a Board to be known as the Mayflower Municipal Health Group Board, hereinafter referred to as the "Board". The Appropriate Public Authority, as defined in M.G.L. Chapter 32B section 2(a), of each Participating Governmental Unit shall appoint one primary member of the Board, and one alternate representative who shall assume all of the responsibilities of the primary member in the event of the primary member's absence. Each participating governmental unit shall have one (1) vote. Said appointments shall be made within thirty (30) days following the execution of this agreement by the Participating Governmental Unit and notification of the appointments shall be provided in writing to the Board. The Board Member representative of each governmental unit shall serve until replaced by the Appropriate Public Authority of the Participating Governmental Unit. It is understood and agreed that the Group may rely on the authority of each Board Member, or alternate representative, to represent the respective Participating Governmental Unit, and any vote of any individual Board Member shall be deemed to be binding upon the Participating Governmental Unit represented by such Board Member or alternate representative.

If both the primary and alternate representative attend a meeting, only the primary member may vote.

The Mayflower Municipal Health Group Board shall have full discretion to elect from its membership a chairman and any other officers that it deems appropriate and may elect to establish any committee for whatever purpose it deems appropriate and consistent with the terms of this agreement.

A. Steering Committee

The Board may elect from its membership of primary members six (6) persons, representing six (6) different Participating Governmental Units, to serve on a committee known as "the Steering Committee." Any vacancy in an elected Steering Committee position may be filled by the remaining elected members of the Steering Committee electing an individual to fill the term of the vacant position. Any vacancy in the Finance Committee may be filled by a majority vote of the entire Steering Committee. The filling of a vacancy on the Finance Committee shall be effective until the Board elects a replacement in accordance with Article 4, B. In addition, one (1) member shall be appointed to the Steering Committee by the Professional Fire Fighters of Massachusetts, one (1) member shall be appointed to the Steering Committee by the Massachusetts Teachers' Association, and one (1) retiree member shall be

appointed to the Steering Committee by the Plymouth County Retirement Board (for a total of nine (9) members). The Steering Committee members shall serve for a term of one year unless removed by the Board. Steering Committee members may be elected (or appointed by one of the above appointing organizations) for succeeding terms. In the event that a Steering Committee member is removed from the Board, the Board (or the appointing organization) may elect (or appoint) a replacement. The Steering Committee shall have whatever authority is granted to it by the Board including the establishment of advisory sub-committees. Such authority may include the authority to negotiate with the insurance carriers or other health and dental coverage providers, claims administrators, reinsurers, consultants, and any other individuals or organizations deemed to be appropriate by the Steering Committee on behalf of and for the benefit of the Board and each Participating Governmental Unit concerning the subject of this agreement.

The Steering Committee may be empowered to review annual rate renewals and negotiate health coverage renewal contracts, negotiate funding and other financial arrangements, including adoption of an Administrative Service Only financial arrangement, as authorized by M.G.L. Chapter 32B, Section 3A, recommend levels of coverage to the Board, and undertake any other matter authorized by M.G.L. Chapter 32B which is not specifically reserved to each respective Participating Governmental Unit. The Steering Committee may adopt such rules and regulations as are not inconsistent with the provisions of this Agreement or applicable law.

The Steering Committee shall elect a chairperson from among its membership of primary Board members.

B. Finance Committee

In addition, the Board may elect from its membership (both primary and alternate members) a finance committee of three (3) persons, representing three different Participating Governmental Units, hereinafter referred to as the "Finance Committee". The Finance Committee members shall serve for a term of one year unless removed by the Board provided the members remain members of the Board. Finance Committee members may be elected for succeeding terms. In the event that a Finance Committee member is removed from the Committee by the Appropriate Public Authority of the Participating Governmental Unit or by the Board, the Board may elect a replacement. The Finance Committee shall have authority to select one or more banks for the deposit of premiums, capitation charges, and other payments required to administer this agreement.

The Finance Committee shall also be authorized to invest funds administered by the Board and recommend to the Board and the Participating Governmental Units the amounts to be allocated to claims trust funds and other funds and accounts relating directly or indirectly to this agreement. The Finance Committee shall have such additional authority as may be granted to it by the Board. The Finance Committee shall elect a chairperson.

C. Centralized Administration

The Board, either directly or acting through its Steering Committee, may establish a central administrative office and employ such personnel or

contract for such administrative services as may be necessary to carry out the provisions of M.G.L. Chapter 32B and this agreement.

Article 5. Quorum. (see attached amendment)

A. Quorum and Voting

The Board shall adopt a schedule of meeting dates and times for the conduct of ordinary business and shall establish a reasonable procedure for notice to the members of the Board and Appropriate Public Authorities concerning special meetings. The Steering Committee and the Finance Committee shall, in a like manner, establish a procedure for adequate notice to each member for all meetings to be conducted. A quorum of the Board, the Steering Committee, and the Finance Committee shall consist of a majority of the members of the Board with reference to Board meetings, and a majority of the members of the Steering Committee with reference to the Steering Committee, and a majority of the members of the Finance Committee with reference to the Finance Committee. A majority vote of the members in attendance at a duly called meeting shall be deemed to be a vote of the Board, the Finance Committee and the Steering Committee respectively except where a two-thirds (2/3s) vote is required by this Agreement. In the event of a tie vote, the motion shall be deemed to have been defeated.

B. Special Quorum Requirement for Amendments and Addition of New Member(s)

Notwithstanding the above paragraph, no vote to amend this agreement or to add a governmental unit as a new member may be considered at a meeting of the Board unless the Board Members (or alternate representatives) representing at least two-thirds (2/3rds) of the Participating Governmental Units are in attendance at such meeting.

C. Open Meeting Law

The Board and all Committees are subject to the requirements of M.G.L. Chapter 39, Section 23 B (Open Meeting Law).

Article 6. Chairperson.

The Board, the Steering Committee, and the Finance Committee shall each elect from their respective memberships, by majority vote of the members at a duly called meeting at which a quorum is present, a Chairperson, who shall serve for a term of twelve (12) months, unless replaced prior to termination of such twelve-month period by a vote of respective majorities of the Board, Steering Committee and Finance Committee members in attendance at a duly called meeting. The Chairperson may be elected for succeeding twelve month terms at the discretion of the Board, the Steering Committee and the Finance Committee, respectively.

The elected Chairperson of the Board may be a candidate for election as Chairperson of the Steering Committee if he or she is a member of the Steering Committee, and may be a candidate for election as Chairperson of the Finance Committee if he or she is a member of the Finance Committee. No person, however, shall serve simultaneously as Chairperson of both the Finance Committee and the Steering Committee.

It shall be the duty of the respective Chairpersons to call meetings of the Board and the Committees, including designation of the date, place, and time of such meetings, and to perform other duties and functions as delegated by the Board and Committees respectively.

Article 7. Communication with Participating Governmental Units.

It shall be the duty of each member of the Board, and in the primary member's absence, the duty of the alternate member, to communicate all matters relating to the action of the Board to the member's respective Participating Governmental Unit's Appropriate Public Authority. Copies of the minutes of Board and Steering Committee meetings shall be sent to each participant's Appropriate Public Authority and Town or District Clerk. In the event that both the primary and alternate members representing a governmental unit are absent, it is the duty of the Chairperson, acting directly or through the central administrative office or other designee of the Chairperson, to communicate in writing and in a timely manner to the absent Board member's respective Appropriate Public Authority any action taken by the Board.

It shall be the duty of the Chairperson of each Committee of the Board to report to the Board through the Chairperson of the Board all actions taken by the Committee. In addition, it shall be the duty of each Committee to report to the Board membership at a duly called meeting of the Board, the actions of the Committee and, in any event, such reports shall be made no less than two times during each fiscal year.

Article 8. Determination of Contributions to the Trust Fund(s)

- A. Determination of contributions for plans offered by the Group
The Board, either directly or through the Steering Committee, shall determine the monthly funding rates, or contributions, payable by each Participating Governmental Unit. Those rates shall be set at amounts which, in the aggregate, will fully satisfy the funding requirements of the claims trust fund, which requirements shall include all expected claims, claims administration, and reinsurance costs.

The Board may decide to reduce the contribution rates by use of Trust Fund unencumbered funds (surplus) or may decide to increase contribution rates to make up for any Trust Fund deficit.

In the case of a certified surplus in the health trust fund (or other trust fund, if applicable), the Board will determine whether some or all of the excess funds will remain in the Trust Fund as working capital, or will be used for the purpose of reducing future contribution rates, or be distributed to the Participating Governmental Units through the Joint Negotiation and Purchase Agreement according to each Participating Governmental Unit's proportionate share as outlined in Article 3, Section D of this agreement.

In the case of a certified deficit, the Board will determine whether it will resolve the deficit through increasing participants' future contributions or whether additional revenue will be raised from direct assessment of the Participating Governmental Units on the basis of each Participating Governmental Unit's proportionate share as outlined in Article 3, Section D of this agreement.

The Steering Committee shall have authority to negotiate monthly premiums with health, life, and dental insurance carriers, health maintenance organizations, and preferred provider organizations. Rates negotiated by the Steering Committee must be approved by a majority vote of the Board present at a duly called meeting at which there is a quorum.

B. Negotiation and Assessment of Administration and Other Expenses
The Steering Committee shall have the authority to negotiate claims administration fees, program management and central benefit administration fees, consulting fees, reinsurance premiums, and other fees and payments related to the ongoing operation of the Group and the benefits programs sponsored by the Group.

C. Annual Independent Financial Audit and Certification of the Trust Fund Balance
The Board, either directly or through the Steering Committee, shall engage an independent certified public accounting firm to determine within six (6) months of the end of the policy year, a reconciliation of the trust fund balance for the joint purchase group. If the Group is self-funding more than one benefit coverage authorized by M.G.L. Chapter 32B, ex. health and dental plan coverage, the fund balances for these lines of coverage shall be separately certified.

In establishing the reconciled balance, the auditor shall include a factor to represent the cost of claims incurred within the Plan Year but which had not been paid as of the reconciliation date.

The Board shall provide one copy of the auditor's report to the Appropriate Public Authority of each of the Participating Governmental Units.

Article 9. Payment of Contributions to the Trust Fund(s) by Participating Governmental Units

A. Monthly Payments to the Trust Fund(s)
A Participating Governmental Unit shall make payment on a monthly basis of contributions and assessments allocated to it. The central administrative office or other designee of the Board shall determine the appropriate payment due from each participating governmental unit each month.

Each Participating Governmental Unit shall receive quarterly reconciliation reports detailing the basis for such payment requirements, and all such payments are subject to independent audit by each Participating Governmental Unit.

B. Additional Payments as May Be Required
In the event that the Board determines that additional funds are required to meet the plans' benefit obligations as contemplated in Article 8, Section A., the Board, and the Board alone, shall be authorized to obtain funds through borrowing or through requiring Participating Governmental Units to make advance payments of contributions.

C. Due Date for Payments

All payments described in this Article 9 shall be due and payable on the due date specified on the monthly trust fund invoice. Interest at a rate determined by the Board or its designee may begin to accrue starting on the 15th day following the due date on the invoice.

**Article 10. Establishment and Operation of the Group's Trust Fund(s)
(see attached amendments)**

A. Appointment of Treasurer

The Board may appoint a Treasurer and an Assistant Treasurer to receive and hold all contributions described in Articles 8 and 9 and other funds of the Group as provided in this Article 10. For at least thru FY 2009 the Plymouth County Treasurer shall be appointed by the Board to be the treasurer for the group.

The Treasurer shall be required to obtain a fidelity bond for himself/herself and for the Assistant Treasurer in an amount and terms designated by the Board. The premium expense for said bond shall be paid by the Group.

B. Trust Fund Bank Accounts and Investments

The Board, or Treasurer if designated by the Board, shall contract with one or more banks to act as depository of payments contemplated by Article 9, and accounts established shall be interest bearing accounts. Each designated bank shall be required, as a precondition to service as such depository, to act under the direction of the Board or its designee for the benefit of the Participating Governmental Units and the Board and shall provide for periodic reports and statements of accounts as required by the Board or its designee.

The Board, or Treasurer if designated by the Board, shall establish one or more checking accounts, which shall be interest bearing accounts. Said checking accounts shall be funded from the Trust Fund depository account(s). The Board, or Treasurer if authorized by the Board, shall make deposits as required from the Trust Fund depository(ies) into the checking account(s) and the Board may authorize the Treasurer to draw on such checking accounts for the payment of covered benefits to plan members and for administrative and reinsurance expenses, and other expenses associated with the operation of the Group.

All payments for covered benefits for eligible plan members, all administrative fees, health plan premiums, reinsurance premiums, consulting fees, attorney's fees, Treasurer's fees, banking fees, and other expenses related to the operation and development of the Group and its programs shall be paid from the Group's Trust Fund.

The Board, or the Treasurer upon authorization by the Board, may invest a portion of the Group's Trust Fund monies in certain investments as permitted by law and this agreement. The Treasurer will report to the Board on the status of investments at least once per quarter-year.

- C. Investment Policy
The Treasurer shall be responsible for the investment of cash generated from the operations of the trust fund and maintained as part of the working capital of the trust fund(s). The Steering Committee shall be responsible for establishing reserve targets and the Finance Committee shall be responsible for the terms of the Investment Policy, consistent with the terms of the Joint Purchase Agreement.

The Treasurer is authorized to invest available funds in a prudent manner considering quality, liquidity, safety and yield. The Treasurer may, with the approval of the Board, enter into banking agreements with the Massachusetts Municipal Depository Trust, and/or a commercial bank for the investment of available funds through a cash management program such as a daily “sweep account”; purchase a short-term commercial paper at no less than **AA rated quality** by a recognized rating service; employ a Trust Department of a commercial bank, familiar with non-profit organizations, to invest such funds as the Treasurer believes can be prudently set aside for a longer period of time, not to exceed a weighted **average maturity of 5 years**.

- D. Financial Accounting and Reporting
The Treasurer shall maintain a general ledger and shall report to the Board at least once per quarter-year on receipts and disbursements, assets and liabilities, and perform all matters of recording and reporting according to generally accepted accounting principles.

The Treasurer shall keep separate records and provide separate reports on health, life, dental (and any other coverage lines authorized by M.G.L. Chapter 32B) receipts and disbursements, if applicable.

Article 11. Autonomy of Participating Governmental Units in Collective Bargaining and Eligibility Determination (see attached amendments)

- A. Collective Bargaining
Notwithstanding any other provisions of this agreement, a governmental unit maintains its autonomy and responsibility for collective bargaining. Each Participating Governmental Unit shall determine the level of contribution that it will make towards benefits provided to its employees/retirees through this agreement provided that said contribution is in conformance with M.G.L. Chapter 32B.

- B. Eligibility Determination
Until the Group specifically adopts rules and regulations regarding notification of eligibility, including notification to and from affected parties of eligibility rights under M.G.L. Chapter 32B, the Consolidated Omnibus Reconciliation Act (COBRA) of 1985, and any other applicable federal and state statutes, these functions and tasks, as well as employee direct billing, shall be the responsibility of and determined by the Participating Governmental Unit.

Notwithstanding the above paragraph, it is understood that each Participating Governmental Unit will be required to immediately remove from health plans offered by the Group any individual who is determined, either in an eligibility audit conducted by the Group or by an audit or

review conducted by the Governmental Unit to be ineligible pursuant to M.G.L. Chapter 32B for participation as an employee, retiree, dependent surviving spouse. Each Participating Governmental Unit shall audit its eligibility list monthly and shall immediately notify the Group of any error after learning that an individual was incorrectly listed as eligible for any benefit offered by the Group. Each participating Governmental Unit understands that the Governmental Unit will be responsible for any claims paid on behalf of any individual who was ineligible for participation pursuant to M.G.L. Chapter 32B.

Article 12. Participation in Health Benefits Program

A. Exclusive Participation Requirement

Participating Governmental Units shall offer to employees only those medical health plans sponsored from among any and all plans sponsored by the Group. Medical health plans do not include dental or life plans. Each year at least sixty (60) days prior to the health plan anniversary date, a participating governmental unit may request that the Board make an exception to this requirement by permitting the unit to offer a plan not sponsored by the Group. A majority vote of the members of the Board present at a duly called meeting at which a quorum is present is required to override the requirement of exclusive participation.

Article 13. Amendment Procedure (see attached amendment)

A. Language of this Agreement

This agreement may be amended at a Board meeting at which the Special Quorum Requirement (set forth in Article 5, Section B) has been satisfied. In order to pass, a motion to amend will require the affirmative votes of two-thirds (2/3rds) of the representatives (Board members or alternate representatives) eligible to vote at that meeting. (An alternate representative will be eligible to vote only in the absence of that governmental unit's Board member.) However, no vote on an amendment shall take place until the Appropriate Public Authority of each Participating Governmental Unit has been provided with at least thirty (30) days written notice of the substance of the proposed amendment.

B. Addition of new Governmental Units

The addition of a governmental unit as a new member may be considered at a Board meeting at which the Special Quorum Requirement (set forth in Article 5, Section B) has been satisfied. In order to pass, a motion to add a new governmental unit as a new member will require the affirmative votes of two-thirds (2/3rds) of the representatives (Board members or alternative representative) eligible to vote at that meeting. (An alternate representative will be eligible to vote only in the absence of that governmental unit's Board member.) The motion to add a new governmental unit member shall include the date upon which the membership of the new member shall be effective. All Governmental units will be provided with the demographics and other information related to the prospective new member at least 14 days prior to the Board meeting.

Article 14. Liability Following Termination of Participation

A. Participating Governmental Unit's Liability

A Participating Governmental Unit shall have no liability for contributions and assessments for any period following the effective date of termination of its participation under this agreement, except for (1) the governmental unit's proportionate share of any trust fund deficit as certified by the audited financial statements in the applicable trust fund as of the effective date of the governmental unit's termination, (2) unpaid contributions or assessments attributable to periods prior to the effective date of the governmental unit's termination, and/or (3) subsequent expense for its covered members still on the plan after termination (where required by law).

Any payment owed by the terminated governmental unit to the Group for its proportionate share (as defined in Article 3, Section D) of a trust fund deficit as certified by the audited financial statements shall be paid within sixty (60) days following the Board's acceptance of the annual audited financial statements unless another date is mutually agreed upon by the Group and the terminating governmental unit.

A withdrawing or terminated Participating Governmental Unit shall not be entitled to any share in any surplus in the trust fund(s)

B. Liability of the Group after Termination of a Participating Governmental Unit

The Group shall have no liability for coverage for benefits received by a plan member of a terminated governmental unit after the date of termination, except as may be provided in the Plan Document of the applicable health plan.

Article 15. Hold Harmless Protection

A. Personal Protection for Board Members

Each Participating Governmental Unit agrees that it is its responsibility to assure that each primary representative and alternate representative designated by the Participating Governmental Unit to service on the Board and any committee established by the Board shall be indemnified and held harmless for his/her performance of these duties from personal financial loss and expense, including reasonable legal fees and costs, if any, to the full extent permitted by all applicable statutes, including M.G.L. Chapter 258, Sections 8, 9, and 13.

This hold harmless protection includes indemnification for any claim, demand, suit, or judgment relating to any act or omission arising as a result of such person's service to the Mayflower Municipal Health Group Board, except for intentional violation of the civil rights of any person. This hold harmless status includes any and all Board approved activities relating to such Board participation, including, but not limited to, serving on any Board approved committee, holding an office as a member of the Board or Committee established by the Board, traveling to and from Board approved meetings relating to the designee's service, communications and

all other Board approved acts related to the appointment as a delegate or alternate delegate of the Participating Governmental Unit.

- B. For Mayflower Municipal Health Group
Each Participating Governmental Unit agrees to indemnify and to hold the Group harmless from any and all charges, including legal fees, judgments, administrative expenses, and benefit payment requirements, that may result at any time arising from or in connection with any and all negligent or willful acts or omissions (including failure to comply with any laws or regulations), fraud or criminal conduct of the Participating Governmental Unit and its employees, past or present.

By way of example, each Participating Governmental Unit shall hold the Group harmless from any of the above-described charges related to the Participating Governmental Unit's enrollment of an ineligible person in its health plans or related to the Participating Governmental Unit's failure to comply with Medicare Secondary Payor, COBRA, or HIPAA requirements.

Article 16. Miscellaneous

- A. Entire understanding
This agreement represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof and may not be changed or modified except as described in Article 13 of this agreement. No inferences shall be drawn from any variance between this agreement and any prior written agreement.
- B. Governing law
This agreement and all notices, instruments and documents executed pursuant hereto or in connection herewith shall be deemed to be governed by the laws of the Commonwealth of Massachusetts.
- C. Binding effect
All the terms and provisions of this agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors, and legal representatives.
- D. Counterparts
This agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but also such counterparts shall together constitute one and the same agreement.
- E. Severability
If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within the legal requirements, and this Agreement as so modified shall continue in full force and effect.

Article 17. Signatories to Agreement

By our signatures, we, the undersigned Appropriate Public Authority (M.G.L. Chapter 32B, Section 2(a)) evidence our acceptance of the terms of this Agreement for Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages on behalf of our governmental unit.

We agree to become a Participating Governmental Unit and to appoint a person to represent our governmental unit on the Board described in Article 4 herein and agree to appoint such representative within thirty (30) days following execution of this agreement. We also agree to appoint an alternate representative to serve on the Board to ensure representation of our governmental unit in the event of incapacity, inability or unwillingness to attend meetings of the Board by our primary representative. It is understood and agreed that such primary representative and alternate representative shall have full authority to represent our governmental unit in accordance with the terms of this Agreement For Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages except for the authority reserved to us as described in Article 11.

For:

Participating Governmental Unit (M.G.L. Chapter 32B, Section 2(f))

Signature

Title

Date



PLYMOUTH COUNTY HEALTH GROUP

P. O. Box 3390
Plymouth, MA. 02361
Telephone: (508) 830-9100 ext. 2 & 7
Fax: (508) 830-9106

Steering Committee

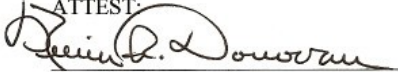
Kevin R. Donovan, Chairman
Phillip Warren Jr., Vice Chairman
Sharon Andrew Michael Levy
James Boudreau Diana Lothrop
Henry Burbine John McLellan
John Sciarra

The foregoing is an Amendment to the Agreement for Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages By and Between the Plymouth County Health Group and the participating Member Units. The Amendment was duly adopted in accordance with the provisions of the Agreement at a duly called Meeting of all Member Units held September 17, 2008 a quorum being present and it was unanimously voted as follows;

Amend Article 4, by striking the following sentences in the eighth line down within the first paragraph ***“Each participating governmental unit with twenty-five (25) or more medical health plan subscribers (employees and retirees) shall have one (1) vote. Each participating governmental unit with less than twenty-five (25) medical health plan subscribers will not be eligible for one (1) vote but shall be represented by the County’s Board voting member.”***

And substitute with the following language; ***“Each participating governmental unit shall have one (1) vote.”***

Kindly place this Amendment as part of your Agreement.

ATTEST:

Kevin R. Donovan
Chairman
Plymouth County Health Group

September 23, 2008

- ~ Abington ~ Bridgewater ~ Brockton Area Transit Authority ~ Carver-Marion-Wareham RRDD ~ Halifax ~ Hanover ~ Hanson ~ Hingham ~ Hull ~
- ~ Kingston ~ Marshfield ~ North River Collaborative ~ Norwell ~ Onset Fire District ~ Pembroke ~ Plympton ~ Plymouth County ~ Rochester ~
- ~ Rockland ~ Scituate ~ Silver Lake Regional School District ~ South Shore Educational Collaborative ~ South Shore Regional School District ~
- ~ South Shore Tri-Town Development Corp. ~ Wareham Fire District ~ West Bridgewater ~ Whitman ~ Whitman-Hanson Regional School District ~



MAYFLOWER MUNICIPAL HEALTH GROUP

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Steering Committee

Michael Levy, Chairman
Henry Burbine, Vice Chairman
Sharon Andrew James Boudreau
Kevin Donovan Anthony Dougenik
Frank Lynam Jill Myers
John Sciara

The foregoing is an Amendment to the Agreement for Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages By and Between the Mayflower Municipal Health Group and the participating Member Units. The Amendment was duly adopted in accordance with the provisions of the Agreement at a duly called Meeting of all Member Units held December 3, 2009 a quorum being present and it was unanimously voted as follows;

Amend Section B (Eligibility Determination) of Article 11 by adding the following paragraph at the end thereof:

Notwithstanding the above paragraph, it is understood that each Participating Governmental Unit will be required to immediately remove from the health plans offered by the Group any individual who is determined, in an eligibility audit conducted by the Group, to be ineligible pursuant to M.G.L Chapter 32B for participation as an employee, retiree, dependent or surviving spouse.

Kindly place this Amendment as part of your Agreement.

ATTEST

Kevin R. Donovan
Chairman
Mayflower Municipal Health Group

May 3, 2010

- ~ Abington ~ Bridgewater ~ Brockton Area Transit Authority ~ Carver-Marion-Wareham RRDD ~ Halifax ~ Hanover ~ Hanson ~ Hingham ~ Hull ~
~ Kingston ~ Marshfield ~ North River Collaborative ~ Norwell ~ Onset Fire District ~ Pembroke ~ Plympton ~ Plymouth County ~ Rochester ~
~ Rockland ~ Scituate ~ Silver Lake Regional School District ~ South Shore Educational Collaborative ~ South Shore Regional School District ~
~ South Shore Tri-Town Development Corp. ~ Wareham Fire District ~ West Bridgewater ~ Whitman ~ Whitman-Hanson Regional School District ~



MAYFLOWER MUNICIPAL HEALTH GROUP

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www.MMHG.org*

Steering Committee

*Kevin R. Donovan, Chairman
Michael Levy, Vice Chairman
Sharon Andrew Anthony Dougenik,
James Boudreau Frank Lynam
Henry Burbine Jill Myers
John Sciarra*

April 6, 2010

Acknowledgement of Vote

Name change to Mayflower Municipal Health Group f/k/a Plymouth County Health Group

At the General Board Meeting of the Plymouth County Health Group on March 29, 2010, it was unanimously voted to change the name of the group to "Mayflower Municipal Health Group" (MMHG).

Kevin Donovan
Chairman, Mayflower Municipal Health Group

4-7-10

Date

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Steering Committee

Michael Levy, Chairman

Henry Burbine, Vice Chairman

Sharon Andrew James Boudreau

Kevin R. Donovan Frank Lynam

Jill Myers Kevin H. Powell

John Sciana

The foregoing are Amendments to the Agreement for Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages By and Between the Mayflower Municipal Health Group and the participating Member Units. The following Amendments were duly adopted in accordance with the provisions of the Agreement at a duly called Meeting of Member Units held on October 27, 2010, with a quorum being present it was unanimously voted as follows;

Article 5, Quorum

Designate the first (1st) paragraph of Article 5 as “Section A. Quorum and Voting” and the second (2nd) paragraph of Article 5 as “Section C. Open Meeting Law” and add a new Section B. that provides as follows:

B. Special Quorum Requirement for Amendments and Addition of New Member(s)

Notwithstanding the above paragraph, no vote to amend this agreement or to add a governmental unit as a new member may be considered at a meeting of the Board unless the Board Members (or alternate representatives) representing at least two-thirds (2/3rds) of the Participating Governmental Units are in attendance at such meeting.

Article 13, Amendment Procedure

Amend the first (1st) sentence of Section A. of this article to provide as follows:

This agreement may be amended at a Board meeting at which the Special Quorum Requirement (set forth at Article 5, Section B.) has been satisfied. In order to pass, a motion to amend will require the affirmative votes of two-thirds (2/3rds) of the representatives (Board members or alternative representatives) eligible to vote at that meeting. (An alternate representative will be eligible to vote only in the absence of that governmental unit’s Board member.)

Amend Section B. of this article to provide as follows:

The addition of a governmental unit as a new member may be considered at a Board meeting at which the Special Quorum Requirement (set forth at Article 5, Section B.) has been satisfied. In order to pass, a motion to add a new governmental unit as a new member will require the affirmative votes of two-thirds (2/3rds) of the representatives (Board members or alternative representative) eligible to vote at that meeting. (An alternate representative will be eligible to vote only in the absence of that governmental unit’s Board member.) The motion to add a new governmental unit member shall include the date upon which the membership of the new member shall be effective. All governmental units will be provided with the demographics and other information related to the prospective new member at least 14 days prior to the meeting.

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Article 10, Establishment and Operation of the Group's Trust Fund

Amend last line of Section C. to read "average maturity of 3 years"

Kindly place these Amendments as part of your Agreement.

ATTEST


Kevin R. Donovan
Chairman
Mayflower Municipal Health Group

October 27, 2010



MAYFLOWER MUNICIPAL HEALTH GROUP

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Steering Committee

Michael Levy, Chairman
William Farmer Ray Ledoux
Jason Lcto Frank Lynam
Kevin H. Powell John Sciara
Christine Suckow Derek Sullivan

The foregoing is an Amendment to the Agreement for Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages By and Between the Mayflower Municipal Health Group and the participating Member Units. The following Amendment was duly adopted in accordance with the provisions of the Agreement at a duly called Meeting of Member Units held on March 11, 2019, with a quorum being present it was unanimously voted as follows;

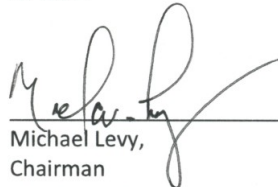
Amend Article 4, A (Steering Committee) by adding the following sentence after the first sentence in the first paragraph of section A:

“Any vacancy in an elected Steering Committee position may be filled by the remaining elected members of the Steering Committee electing an individual to fill the term of the vacant position. Any vacancy in the Finance Committee may be filled by a majority vote of the entire Steering Committee. The filling of a vacancy on the Finance Committee shall be effective until the Board elects a replacement in accordance with Article 4, B.”

Kindly place this Amendment as part of your Agreement.

ATTEST:

March 11, 2019



Michael Levy,
Chairman
Mayflower Municipal Health Group

~ Bridgewater ~ Brockton Area Transit Authority ~ Carver-Marion-Wareham Regional Refuse Disposal District ~
~Dartmouth Fire District No. 3 ~ Greater New Bedford Regional Refuse Management District ~ Greater Attleboro Taunton Regional Transit Authority ~
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~ Pembroke ~ Plympton ~ Plymouth County ~ Plymouth County Retirement Association ~ Rochester ~ Silver Lake Regional School District ~
~ Southeastern Regional Transit Authority ~ South Shore Educational Collaborative ~ South Shore Regional Emergency Communication Center ~
~ South Shore Regional School District ~ Southfield Redevelopment Authority ~ Wareham ~ Wareham Fire District ~ West Bridgewater ~
~ Whitman ~ Whitman-Hanson Regional School District ~



MAYFLOWER MUNICIPAL HEALTH GROUP

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Steering Committee

Michael W. Levy, Chairman
Derek Sullivan, Vice-Chairman
Maureen Adams James Boudreau
Mary Beth Carter Reinald G. Ledoux, Jr.
Jason Leto Kevin H. Powell
James Reidy

The foregoing are Amendments to the Agreement for Joint Negotiation and Purchase of Medical, Health, Dental and Life Coverages By and Between the Mayflower Municipal Health Group and the participating Member Units. The following Amendment was duly adopted in accordance with the provisions of the Agreement at a duly called Meeting of Member Units held on March 11, 2026, with a quorum being present it was unanimously voted as follows;

- 1) Amend Article 10, C (Establishment and Operation of the Group's Trust Funds) by adding the following sentence after the first sentence in the first paragraph of section C;

"The Steering Committee shall be responsible for establishing reserve targets and the Finance Committee shall be responsible for the terms of the Investment Policy, consistent with the terms of the Joint Purchase Agreement."


- 2) And by further amending the last sentence of the second paragraph of Article 10, C by revising "a weighted average maturity of 3 years" to read "a weighted average maturity of 5 years."

- 3) Amend Article 11, B (Autonomy of Participating Governmental Units and Eligibility Determination) by adding the italicized provisions below to the second paragraph so that the amended second paragraph of Article 11, B shall read as follows:

"Notwithstanding the above paragraph, it is understood that each Participating Governmental Unit will be required to immediately remove from health plans offered by the Group any individual who is determined, either in an-eligibility audit conducted by the Group or by an audit or review conducted by the Governmental Unit to be-ineligible pursuant to M.G.L. Chapter 32B for participation as an employee, retiree, dependent surviving spouse. Each Participating Governmental Unit shall audit its eligibility list monthly and shall immediately notify the Group of any error after learning that an individual was incorrectly listed as eligible for any benefit offered by the Group. Each participating Governmental Unit understands that the Governmental Unit will be responsible for any claims paid on behalf of any individual who was ineligible for participation pursuant to M.G.L. Chapter 32B.

Kindly place these amendments as part of your agreement.

Attest:


Michael W. Levy
Chairman
Mayflower Municipal Health Group

March 11, 2026

- ~ Bridgewater ~ Brockton Area Transit Authority ~ Carver-Marion-Wareham Regional Refuse Disposal District ~
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- ~ South Shore Regional School District ~ Southfield Redevelopment Authority ~ Upper Cape Cod Tech ~ Wareham ~ Wareham Fire District ~
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