



## **MEMBERSHIP AGREEMENT**

This Membership Agreement is entered in to this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is agreed to by and between the Missouri Educators Unified Health Plan, Inc. (“MEUHP”) and the \_\_\_\_\_ School District (“Member District”). The initial term of this Agreement is July 1, 2023 through June 30, 2024. This Membership Agreement (“Agreement”) shall be effective as of July 1, 2023 and supersedes and replaces any prior agreements between the MEUHP and the Member District.

1. **Purpose.** The MEUHP is a non-profit corporation formed for the purpose of providing its members with accident, health, dental and vision insurance, and all other insurance and other benefits as permitted under Missouri law, either directly or indirectly through the purchase of insurance policies or excess or reinsurance contracts, or on a self funded basis, and all other nonprofit purposes as stated in the Articles of Incorporation and Bylaws.
2. **Application for Membership.** Each potential Member District must complete an Application for Membership, as provided by the MEUHP for approval by the MEUHP Board of Directors.
3. **Initial Membership Fee.** Each new Member District will pay an initial membership fee of \$250. The MEUHP Board of Directors reserves the right to assess additional periodic assessments when deemed necessary in the event of financial need as determined by the MEUHP Board of Directors to pay the costs of providing and/or maintaining a self-funded health program for the Member Districts and their enrollees, and all necessary and reasonable expenses related thereto.
4. **Agreement to Bylaws.** By approving and executing this Agreement, the Member District agrees to be bound by the Bylaws of the MEUHP, as may be amended in accordance therewith, from time to time. The MEUHP will promptly provide each Member District with any amendments to the Bylaws.
5. **Agreement to Plan Document.** By approving and executing this Agreement, the Member District agrees to be bound by the MEUHP Plan Document for the applicable Plan Year.
6. **Plan Year.** It is agreed between the parties to this Agreement that the Plan Year will run from July 1 through June 30 of each year. The Plan Year for a new Member District will run from the initial MEUHP coverage effective date through the following June 30, and then each July 1 through June 30 thereafter.
7. **Premiums.** The Member District agrees to pay the premiums set by the MEUHP for the specific Plan Year. The Member District understands and agrees that premiums paid to the MEUHP represent monies for funding plan benefits per the Plan Document, plus fees and expenses

including, but not limited to, administrative fees, premiums for excess loss coverage, services to manage medical claim costs, and taxes and fees required pursuant to the Patient Protection and Affordable Care Act.

8. Premium Payment. Premiums are due by the Member District to the Third Party Plan Administrator on the first day of each month during the Plan Year. With the exception of retiree enrollees and COBRA enrollees, the Member District is responsible for collecting any enrollee-paid premiums and for transmitting the full premium due to the Third Party Plan Administrator. Each Member District's retiree and COBRA enrollees will be responsible for directly submitting timely premium payments to the Third Party Plan Administrator. The MEUHP may terminate this Agreement if a Member District defaults by failing to make a timely premium payment. A premium is considered untimely for purposes of this paragraph if the premium payment is not made within thirty-one (31) days after the due date, unless 1) a longer period is required by law or 2) an act of God, flood, fire, earthquake, or other similar occurrence prevents the Member District from timely fulfilling its obligations under this Agreement. By March 1, or as soon thereafter as reasonably practical, of each year, the MEUHP will provide the Member District with a projected renewal premium amount for the next Plan Year. The final renewal premium amount will be provided by the MEUHP to the Member District by April 1, or as soon thereafter as reasonably practical, of each year. ACA fees are included in the premium, and thus, the MEUHP is responsible for submitting all ACA fees to the appropriate governmental agency.
9. Determination of Enrollee Eligibility. The Member District will define Plan eligibility provisions by completing an annual MEUHP Participation Agreement. In accordance with the Patient Protection and Affordable Care Act, the Member District is responsible for determining the eligibility status of District employees, including spouses and dependent children, and retirees, consistent with its Participation Agreement to the Plan Document.
10. Enrollment. The Member District will gather all necessary enrollment information from the Member District's eligible employees, spouses, dependents and retirees who elect to enroll in an MEUHP health care plan offered by the Member District and will provide the enrollment information to the Third Party Plan Administrator by the deadline established by the Third Party Plan Administrator. Enrollment information will be required for open enrollments, and for any other enrollments, such as new-hire enrollment and qualified family status change enrollments. The Member District acknowledges that prompt and complete furnishing of the required enrollment information is essential to the timely, accurate and efficient management of the Plan and processing of claims for benefits.
11. Termination of Enrollment. The Member District will gather all necessary information related to the termination of enrollment of any enrollee or the continuation of coverage by an enrollee under the Public Health Service Act (i.e., the "public sector COBRA" law) and will promptly provide the information to the Third Party Plan Administrator. The Member District acknowledges that prompt and complete furnishing of the required termination information is essential to the timely, accurate and efficient processing of claims for benefits. Upon notification to the Third Party Plan Administrator of any termination information, the Third Party Plan Administrator will provide the Member District's terminating enrollees with all necessary public sector COBRA notifications.

12. Engagement of Third Party Plan Administrator. The MEUHP will retain a third party administrator, (referred to in this Agreement as the “Third Party Plan Administrator”). Currently, the Third Party Plan Administrator is Forrest T. Jones & Company. A percentage of premiums will be utilized to pay Third Party Plan Administrator fees. Actual services to be provided by the Third Party Plan Administrator to the MEUHP and the Member Districts is set forth in a written agreement between the Third Party Plan Administrator and the MEUHP. The Member District may obtain a copy of the administrative services agreement between the Third Party Plan Administrator and the MEUHP upon request.
13. Engagement of Claims Administrator. The MEUHP will retain a Claims Administrator. Effective July 1, 2023 the Claims Administrator will be Cigna. A portion of premiums will be utilized to pay Claims Administrator fees. Actual services to be provided by the Claims Administrator to the MEUHP and the Member Districts is set forth in a written agreement between the Claims Administrator and the MEUHP. The Claims Administrator will provide claims administration and medical management services, and provide the MEUHP and the Member District with access to its medical provider network and Pharmacy Benefit Manager. The Member District may obtain a copy of the administrative services agreement between the Claims Administrator and the MEUHP upon request.
14. Stop Loss Reinsurance. The MEUHP will contract for stop loss reinsurance for the benefit of the MEUHP and the Member Districts. Effective July 1, 2023 the Stop Loss Reinsurer is Cigna. A portion of premiums will be utilized to pay for the Stop Loss Reinsurance and related administrative services. The Member District may obtain a copy of the stop loss policy between Cigna and the MEUHP upon request.
15. Business Associate Agreements. The Member District will execute an appropriate business associate agreement with the MEUHP for the protection of enrollees’ protected health information. The MEUHP will obtain appropriate business associate agreements between the MEUHP and the Claims Administrator, between MEUHP and the Stop Loss Reinsurer and between the MEUHP and the Third Party Plan Administrator.
16. MEUHP Funds. All premiums, Member Dues, fees and assessments paid by the Member District will be deposited in MEUHP accounts. The Member District agrees and acknowledges that all funds in the MEUHP accounts belong to the MEUHP, and that the MEUHP has authorized the Third Party Plan Administrator access to MEUHP accounts for payment of claim expenses, administrative service fees, stop loss policy premiums, and other plan expenses per written Plan documents, administrative agreements and policies in effect with the MEUHP.
17. Patient Protection and Affordable Care Act (“ACA”) Notifications and Reporting Requirements. The Member District is responsible for providing its enrollees with any and all ACA notifications, such as Exchange Notices, Revised public sector COBRA Notices, and Summary of Benefits and Coverage. The Member District is responsible for all ACA reporting requirements, including, but not limited to, W-2 reporting.
18. Compliance with Other Laws. The Member District is solely responsible for its compliance with the Family and Medical Leave Act (“FMLA”), the Americans with Disabilities Act, the Internal

Revenue Code, federal and state nondiscrimination laws, and other federal and state laws and regulations. The Member District is also responsible for developing procedures and determining whether a medical child support order is an enforceable “qualified” medical child support order, in accordance with state and/or federal law. The Member District shall provide prompt notice to the Third Party Plan Administrator of such a determination, and the Third Party Plan Administrator will notify the Claims Administrator of such a determination.

19. Consent to Use Information. The Member District acknowledges that the MEUHP may utilize certain information provided by the Member District for analytical purposes, as long as such use is consistent with the business associate agreements executed between the parties. The Member District consents to such use of information by the MEUHP.
20. Other Member Duties. From time to time, the Member District may be required to provide credible coverage certification and other information or documents to the MEUHP. The Member District also agrees to forward customer care questions to the Third Party Plan Administrator. The Member District will comply with all other requirements of the MEUHP for effectuation of MEUHP’s purpose.
21. Representations and Warranties. The Member District represents and warrants to the MEUHP that all information provided by the Member District to the MEUHP is true and accurate to the best of the Member District’s knowledge. Any misstatements, misrepresentations or failures to report information by the Member District and/or its enrollees may result in a material change to coverage, including benefits being denied, rescinded or cancelled, and/or an increase in the Member District’s premium. In order to provide true and accurate information regarding any particular enrollee, the Member District also agrees to obtain this same representation and warranty from each of its enrollees.
22. Not a Waiver of Defenses. Nothing in this Agreement shall be deemed to waive either party’s sovereign immunity, official immunity, or any other immunity or defense, or give rise to any cause of action for damages whatsoever against any party or its Board members, officers, administrators, agents, or employees.
23. Termination or Non-Renewal by the Member District. This Agreement shall not automatically renew. Member Districts will be required to execute an Addendum renewing this Membership Agreement annually as of each July 1, unless earlier termination or non-renewal through resignation of membership is effectuated as set forth below.
  - a. Termination. Because of the nature of this Agreement and the services provided by the MEUHP, this Agreement may not be terminated during its term except as provided for in the MEUHP Bylaws.
  - b. Non-Renewal by a Member District. A Member District may elect to not renew this Agreement by resigning from membership in the MEUHP, effective at the end of a Plan Year. To resign, the Member District shall provide the MEUHP with advance written notice of the intent to resign no later than May 1 of the current Plan Year. Termination of this Agreement and Membership in the MEUHP will then cease as of June 30 following the notice of intent to resign. There will be no

penalty assessed to a resigning Member District that gives proper notice under this paragraph. The resignation from membership, however, does not relieve the Member District from any obligations the Member District may have to the MEUHP as a result of obligations incurred or commitments made prior to resignation. Additionally, upon non-renewal of this Agreement, no annual dues or any assessments will be refunded to the Member District.

- c. Termination During a Plan Year by a Member District. In the event a Member District elects to resign from the MEUHP effective prior to the end of a Plan Year and thus, terminate this Agreement prior to the end of a Plan Year, the Member District shall provide the MEUHP with at least thirty (30) days advance written notice of the intent to terminate this agreement and resign from the MEUHP. Membership in the MEUHP will then cease no earlier than thirty (30) days after the advance written notice, or on the date specified in the written notice, whichever is later. The resignation from membership, however, does not relieve the Member District from any obligations the Member District may have to the MEUHP as a result of obligations incurred or commitments made prior to resignation. Upon termination of this Agreement by the Member District without proper advance written notice by May 1 of the current Plan Year of the intent to resign as of June 30, the Member District will be required to pay a terminal claims administration fees of \$250.00 per Subscriber covered on the 1<sup>st</sup> of the month prior to the effective date of termination. "Subscriber" means a covered employee, covered retiree, or covered COBRA participant. For example: A Member District with 90 covered employees and 10 covered retirees on April 1 of the current Plan Year that terminates membership on April 30 would pay a terminal claims administration fee of \$25,000.00 (i.e., \$250.00 x 100). Terminal claim administration fees are due within thirty (30) days after termination of MEUHP coverage. Additionally, upon termination of this Agreement, no annual dues or any assessments will be refunded to the Member District.
24. Termination by the MEUHP. The MEUHP may terminate this Agreement as provided for in the MEUHP Bylaws. Additionally, the MEUHP may terminate this Agreement if a Member District defaults by failing to make a timely premium payment. A premium is considered untimely for purposes of this paragraph if the premium payment is not made within thirty-one (31) days after the due date, unless a longer period is required by law. The default and resulting termination of this Agreement, however, does not relieve the Member District from any obligations the Member District may have to the MEUHP as a result of obligations incurred or commitments made prior to resignation. Upon termination of this Agreement by the MEUHP due to the default of the Member District, the Member District will be required to pay a terminal claims administration fees of \$250.00 per Subscriber covered on the 1<sup>st</sup> of the month prior to the effective date of termination. "Subscriber" means a covered employee, covered retiree, or covered COBRA participant. Terminal claim administration fees are due within thirty (30) days after termination of MEUHP coverage. Additionally, upon termination of this Agreement, no annual dues or any assessments will be refunded to the Member District.
25. Limitation on Membership in Subsequent Years. If the Member District elects to resign from membership in the MEUHP, either through termination or non-renewal of this Agreement, or, if the MEUHP terminates this Agreement due to default by the Member District, the Member District may not be considered for membership for a period of three years following June 30 of the last year of membership.

26. Government action against a Party by a governmental entity. In the event any action of any department, branch or bureau of the federal, state or other local government is initiated or taken ("Action") against a Party to this Agreement and such Action materially and adversely affects that Party's performance of the obligations under this Agreement, the affected Party shall notify the other Party of the nature of the Action and provide copies of pertinent documents supporting the reason(s) for the Action. If a modification to the Agreement is needed as a result of the Action, the Parties shall meet within 30 days of the notice by the affected Party to the other Party and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes or eliminates the impact of the Action. If the Parties are unable to minimize or eliminate the impact of the Action, then either Party may terminate this Agreement by giving at least 90 days notice of termination. This Agreement may be terminated sooner if agreed to by the Parties or required by the government entity initiating or taking the Action.
27. Dispute Resolution. Any claim, dispute or other matter of question regarding this Agreement shall be resolved jointly by the parties through mutual, good faith negotiations. In the event an agreement cannot be reached, either party may initiate elective mediation, to be conducted before a mutually agreeable neutral mediator. The initiating party shall initiate the mediation by a written request to the other party. Any costs of the mediation shall be split equally by the parties, except that each party shall pay its own attorneys' fees. The parties agree to expedite the mediation process as much as is reasonable. As part of such mediation process, the parties shall voluntarily exchange all documents relating to the dispute. This provision is separate and exclusive of any rights, including appeal rights and dispute resolution rights, that are set forth in the Plan Document or any other executed agreements between the parties.
28. Amendment. Any amendment to this Agreement requires written approval by each party and the adoption of similar resolutions by the respective Board of each party.
29. Entire Agreement. This Agreement (including the MEUHP Articles of Incorporation, Bylaws and Plan Documents) embodies the entire agreement between the MEUHP and the Member District and there are no other agreements, either oral or written among the parties, on the subject matter of the Agreement.
30. Severability. If any provision of this Agreement is deemed unenforceable by any court of the State of Missouri, the remaining provisions shall remain in full force and effect according to their terms.
31. Section Headings. All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
32. Law of Missouri to Govern. This Agreement shall be governed and construed according to the laws of the State of Missouri.

33. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon actual receipt by United States mail, postage prepaid, by courier or other personal delivery, by electronic mail, or by facsimile delivery (in compliance with the conditions below), addressed as follows:

- (A) Correspondence to Member District:  
Superintendent  
Member School District  
Member School District's Official Address  
Member School District's Facsimile Number  
Member School District's E-Mail
  
- (B) Correspondence to the MEUHP:  
C/O Third Party Plan Administrator  
Forrest T. Jones & Company  
Mr. Drew Beaugard  
3130 Broadway  
Kansas City, MO 64111  
Facsimile No. (816) 968-0557  
dbeaugard@ftj.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

34. Authority to Execute. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute the Agreement. This Agreement and any amendments, modifications or revisions thereto must be approved by a majority of the members of the Board of Education and signed by the Member District's President of the Board of Education and attested to by the Secretary of the Board of Education.

35. Binding Effect. This Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.

**THEREFORE**, each party, by resolution or other action duly adopted by its respective governing board, has agreed to and executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_.

BOARD OF EDUCATION OF \_\_\_\_\_  
SCHOOL DISTRICT

By: \_\_\_\_\_

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

Title: Board President

By: \_\_\_\_\_

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

Title: Board Secretary

MEUHP

By: \_\_\_\_\_

Name: John French

Title: Board President

By: \_\_\_\_\_

Name: Danny Johnson

Title: Board Secretary