

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

Meeting of the Dudley-Charlton Regional School Committee
Wednesday, September 13, 2023, at 7:00 PM
Shepherd Hill Regional High School
68 Dudley-Oxford Road
Dudley, MA 01571

Minutes

I. Call Meeting to Order

The meeting was called to order at 7:00 PM. Chair Carmignani was absent, so Co-Chair Costello ran the meeting.

II. Pledge of Allegiance

III. Moment of Silence

A moment of silence was observed in honor of Louise DeJordy, a long-time guidance counselor at Shepherd Hill Regional High School who passed away on September 6, 2023.

IV. Consent Agenda Items

- a. Approval of the Warrant (Voucher #1006 - 1011)
- b. Approval of Minutes Regular Meeting – August 21, 2023 and August 30, 2023
- c. Approval of Minutes Executive Session - August 30, 2023

A motion by C. Panczyk, second by M. Chickering to approve all consent agenda items, with the exception of the August 21, 2023, School Committee minutes, was approved unanimously.

M. Chickering - Yes

J. Costello – Yes

J. Dell'Ovo – Yes

N. Enberg – Yes

C. Panczyk – Yes

K. Szela – Yes

V. Communications

The town of Dudley was notified that the EEE (Eastern Equine Encephalitis) cases have risen and numbers are currently high. The DCRSD Athletic Director was made aware of the situation.

K. Szela asks about communication surrounding the high heat temperatures that affected the District after the Board of Health was called to visit one of the elementary schools. Superintendent Lamarche mentions that he was in touch with the District, and was also at the school under review while the Board of Health was visiting.

J. Costello shares a communication from SEPAC Chair, Kenny Laferriere. SEPAC will be meeting for the first time of the 2023-2024 school year at Charlton Middle School on September 20, 2023, in the CMS Library. Director of Pupil Personnel Services, Heather Harriman, will be in attendance, as well as a representative from Van Pool.

VI. Superintendent's Report

The DCRSD has a new, upgraded website. The information continues to be refined, but the District publicly thanks Kelly McDonald and Aryn Clarke for their commitment to the project.

Principals continue to put forth a herculean effort to find quality, qualified individuals to fill positions for the school year but a number of open positions remain. All positions may be found on the DCRSD website or through SchoolSpring.

VII. Public Comment

There was no public comment this evening.

VIII. New Business

A. Report of the Dir. of Finance and Operations - Dir. Mathieu

a. AHERA (Asbestos Hazard Emergency Response Act) Annual Reporting

The annual notification will be sent to all schools and posted on the DCRSD website for public review.

b. Update Middle School Roof Projects

Both projects are in their wind down phase and full completion is expected in the first couple weeks of October. The goal is to invite both the roofing vendor and Facilities Director, Joseph Caron, to speak at an upcoming meeting for a full overview.

c. MSHG (Massachusetts Strategic Health Group) Participation Agreement

The MSHG has grown significantly since its inception in 2019 and is now up to 14 members. Members have been working to secure group legal counsel and review the participation agreement. Changes to the agreement simply introduce more formal language around management of the group, criteria for entrance, process for exiting and use of shared revenues.

A motion by K. Szela, second by M. Chickering to approve the revised Massachusetts Strategic Health Group Participation Agreement was passed unanimously.

M. Chickering - Yes

J. Costello – Yes

J. Dell'Ovo – Yes

N. Enberg – Yes

C. Panczyk – Yes

K. Szela – Yes

d. Disposal of Surplus Equipment

The District plans to lease 7 new copiers and requests the committee's permission to list the following items as surplus:

12 old media carts

1 old and broken piano

7 current copiers (models MP4002 (1), MP5002 (3) and MP 6002 (3))

A motion by K. Szela, second by N. Enberg to list the above items as surplus and dispose of them has been passed unanimously.

M. Chickering - Yes

J. Costello – Yes

J. Dell'Ovo – Yes

N. Enberg – Yes

C. Panczyk – Yes

K. Szela – Yes

B. Update School Year 2023-2024

Superintendent Lamarche and the committee continued to discuss the need for certain employees in the District, specifically Paraprofessionals, a wide-spread need across the state of Massachusetts. These are benefit eligible positions that range in pay from \$17.88-\$24.99.

First Student has begun sending weekly reports to note any substitute drivers or alternate routes that took place. If there are any concerns about transportation, the District asks that you please contact Mrs. Cheryl Kozub in the District Office.

Concerns about VanPool have been raised and the subsequent specialized transportation. A representative from VanPool will attend the SEPAC meeting scheduled to take place on September 20, 2023 in the Charlton Middle School Library. If you are unable to attend the meeting in person, it will also be hybrid and a Google Meet link will be available.

The Superintendent requests approval from the School Committee to hire an additional 1.0 FTE Paraprofessional to assist a student that recently moved into the District.

A motion by C. Panczyk, second by K. Szela to approve the hiring of an additional 1.0 FTE Paraprofessional was passed unanimously.

M. Chickering - Yes

J. Costello – Yes

J. Dell'Ovo – Yes

N. Enberg – Yes

C. Panczyk – Yes

K. Szela – Yes

C. Continued Discussion School Year 2023-2024 School Committee Goals

The committee discusses removing the goal concerning the Shepherd Hill Building Project, but moving forward with the same language used previously for the Budget and Finance and Communication goals with the addition of measurable benchmarks under each goal/topic. It is suggested that in place of the Shepherd Hill Building Project, the Committee set a goal around Capital Projects as a whole for the District and presentations to the town regarding what needs to be completed.

IX. Adjourn

A motion by K. Szela, second by C. Panczyk to adjourn the meeting at 7:51 PM was passed unanimously

M. Chickering - Yes
J. Costello – Yes
J. Dell’Ovo – Yes
N. Enberg – Yes
C. Panczyk – Yes
K. Szela – Yes

The items listed, which may be discussed at the meeting, are those reasonably anticipated by the chair. Not all items listed may, in-fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law. The School Committee may vote on all items listed on this agenda.

“...to advance the knowledge and well-being of our children and our community.”

2022-2023 School Committee Goals

Budget and Finance

DCRSD will work with all stakeholders to establish a FY24 budget that maintains the integrity of existing programs, seeks input on priorities of staff, students, and community members during the budgeting process, communicates transparency in process and expenditures, and provides our students with a comprehensive educational experience.

Shepherd Hill Building Project

By the conclusion of the 2022-2023 school year, the DCRSD will engage the families and community members in the Towns of Dudley and Charlton to prepare both communities for entry into the Massachusetts School Building Authority’s Feasibility Grant Program for the Shepherd Hill Regional High School.

Communication

During the 2022-2023 school year, DCRSD will increase outreach to our communities through strengthening our working relationships with local boards and increased presence at school/community events. We will continue to provide opportunities for all stakeholders to understand resources available to our students and families within the district as well as any major initiatives within the District.

Next Meeting Dates

School Committee Meeting: Wednesday, September 27, 2023, 7:00 PM Charlton Middle School

Budget and Finance Subcommittee: TBD – Video Conference *Dir. Mathieu*

Policy Review Subcommittee: TBD – Video Conference *Steven Lamarche*

Curriculum Subcommittee for Teaching and Learning: TBD – Video Conference *Acting AS/P DES True*

Capital Outlay/Safety Subcommittee: TBD – Video Conference *Dir. Mathieu*

Future Agenda Items: Fiscal Year 2022 Auditor (September), Update from the Acting Assistant Superintendent/Principal of DES (September), Update from the Athletic Director (September), School Committee Goals (September), Superintendent Goals (September), School Showcase (October), Review DCRSD Fees (October), Fiscal Year 2025 Budget Workshop (October), Middle School Roof Projects (October), School Councils (November), Subcommittee updates (ongoing)

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- A. Report of the Dir. of Finance and Operations - Dir. Mathieu
 - a. AHERA (Asbestos Hazard Emergency Response Act) Annual Reporting
 - b. Update Middle School Roof Projects
 - c. MSHG (Massachusetts Strategic Health Group) Participation Agreement
 - d. Disposal of Surplus Equipment
- B. Update School Year 2023-2024
- C. Continued Discussion School Year 2023-2024 School Committee Goals

IX. Adjourn

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DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

School Committee

Superintendent's Report

09.13.2023



As a reminder the School Committee meeting packet is posted the day of the meeting on our website.

We are very excited that the Dudley-Charlton RSD has a new, upgraded website. While we continue to refine the information, I want to publicly acknowledge our Webmaster Ms. Kelly McDonald for her commitment to this project and to Ms. Aryn Clarke who has supported Ms. McDonald. Our Principals, administrators and secretaries will be instrumental to the build out of the site this year. The site will provide metrics so we will move the top clicks forward over time. We appreciate patience and there will be a feedback form.

As reported on August 30, 2023 our school Principals have done a herculean effort to find quality, qualified individuals to fill positions for this school year. We have well qualified individuals temporarily filling some positions, but we are still in need of filling key positions for the school year across our schools. We are looking for 1-year School Adjustment Counselors, a fulltime middle school Spanish teacher, a fulltime middle school technology teacher, a permanent high school special education teacher and a fulltime high school librarian.

In addition, we are in real need of paraprofessionals across our district at all levels.

- These full-time roles are benefit eligible
- An hourly rate from \$17.88 - \$24.99 based on experience and education
- Additional stipends available depending on an assigned position

We continually look to build a substitute nurse pool as the daily need for this position in our schools is critical. As a District, credential, substitute school nurses earn \$220 per day.

We post open positions, to include the aforementioned on our [website](#) through SchoolSpring.

If you are interested in a listed or posted position in our District, please feel free to contact a school Principal or Special Education Coordinator to inquire.

Shepherd Hill RHS (9-12+) 508.943.6700
Principal Darren Elwell
Special Education Coordinator Stacy Proscio

Charlton Middle School (5-8) 508.248.1423
Principal Dr. Stacy Monette
Special Education Coordinator Kerrie Flynn

Dudley Middle School (5-8) 508.943.2222
Principal Eugene Rich
Special Education Coordinator Lisa Petrell-Delude

Dudley Elementary School (2-4) 508.943.3351
Principal Kelly True
Special Education Coordinators Kerrie Flynn and Tammy Martin-Allison

Heritage Elementary School (2-4) 508.248.4884
Principal Peter Olson
Special Education Coordinator Tammy Martin-Allison

Charlton Elementary School (PreK-1) 508.248.7774
Principal Laura Ramos
Special Education Coordinator Andrea Ostrosky

Mason Road Elementary School (Prek-1) 508.943.4312
Principal Jen Desto
Special Education Coordinators Andrea Ostrosky and Principal Jen Desto

As a reminder, these are the School Committee fiscal year 2024 budget priorities.

1. *Maintain existing staff size and programs without reductions*

- Maintain foreign language programs at the middle schools
- Restore 0.5 FTE librarian at each middle schools
- Maintain average class size of 22 for Grades K-8
- Update District website utilizing internal resources
- Retain kindergarten aides
- Add accounting/data specialist
- Explore full day pre-k programs

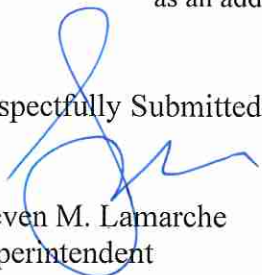
2. *Continue to look for innovative ideas for cost savings without impact to programs*

- Explore in-district specialized transportation rather than contracted service model
- Explore regionalization of middle schools by grade level to see if there are potential budgetary savings

3. *Work with the communities of Dudley and Charlton to find recurring revenues to support annual sustainable budget increases for the District while providing support for prudent fiscal planning*

- Reduce annual usage of Excess and Deficiency support to \$500,000 per year, and increase contingency line item so that budget matches usage.
- Reduce reliance on School Choice by 20% (\$180,000)
- Eliminate the use of Transportation Revolving Fund support or reach understanding with both communities that this is an amount which will vary year to year and should be viewed as an additional reduction to the assessment, rather than a fixed/promised budgetary offset.

Respectfully Submitted By:


Steven M. Lamarche
Superintendent

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

TO: School Committee Members
FROM: Richard J. Mathieu, Director of Finance and Operations
CC: Steven Lamarche, Superintendent
DATE: September 7, 2023
SUBJECT: Finance Director Update – September 13, 2023

Annual Asbestos Hazard Emergency Act Notification

Attached is the annual asbestos notification. This is the official notification to the School Committee which happens annually, and will be sent to all schools and posted on our website.

Middle School Roofs – Update

Both projects are in their wind down phase. Roofing of the schools is completed. Work inside is completed in Dudley, and minimal in Charlton. The expressed expectation is that both projects will be at substantial completion for the end of September, and the project finalized in the first couple of weeks of October. The District was very fortunate to have a very qualified architect overseeing the job, Mr. Caron on site daily to ensure work was progressing, and a local vendor who was committed to completing the job as quickly as possible.

At one of the next two meetings we will invite the vendor and Mr. Caron to give an overview of the job.

Mass Strategic Health Group (MSHG) Participation Agreement

The MSHG has grown significantly since its inception in 2019. Starting with three (3) members, the group is now up to fourteen (14). With that growth, a subcommittee of members – us, Webster, Douglas and Medway – have been working to secure group legal counsel and also revise the participation agreement. Attached is the end product. The changes simply introduce more formal language around management of the group, criteria for entrance, process for exiting, and use of shared revenues. This updated structure will serve all members well.

On September 13, 2023 the entire MSHG Board will hold a meeting per the timeline criteria in the revised agreement. Over the next few weeks each member will have their boards and committees vote to approve the revised agreement for a final vote of approval and signature on October 24, 2023.

I request School Committee vote to approve the revised agreement.

Full Participant Listing

- Webster
- Douglas
- Dudley Charlton Regional School District
(three above Participants since July 1, 2019)

- Franklin
- Medway
- Abington

- Northbridge
- Oxford
- **(five above participants since July 1, 2022)**
- Salisbury/Merrimack
- Grafton
- Collaborative for Educational Services
- Spencer East Brookfield Regional School District
- Tri-County Regional School District
- Acushnet
- **(Six above participants effective July 1, 2023)**

Disposal of Surplus Equipment

The District plans to lease seven (7) new copiers to replace those listed below. The lease will be for three (3) years with a \$1 buyout at the end. The District has been successful in selling old copiers for some dollar values, and expect to be able to do the same with these models listed.

Additionally, Heritage School has requested permission to dispose of the following items

12 Old Media Carts

1 Piano - Old and broken

I request that the items above and copiers listed below be declared surplus equipment.

SHRHS – MP5002 – Installed 2012 – 700,000 copies

CMS – MP4002 – Installed 2013 – 450,000 copies

DMS – MP6002 – Installed 2013 – 2,300,000 copies

DMS – MP5002 – Installed 2014 – 1,300,000 copies

DES – MP6002 – Installed 2015 – 1,900,000 copies

CES – MP6002 – Installed 2015 – 1,900,000 copies

MRS – MP5002 – Installed 2014 – 940,000 copies

Date: **September 13, 2023**

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
AHERA NOTIFICATION

Dear Parents, Students, Legal Guardians, and Employees:

In 1986, Congress passed the Asbestos Hazard Emergency Response Act (AHERA), which requires schools to be inspected to identify any asbestos containing building materials. Please find listed below the District schools and the results of their inspections. Every three years, schools containing asbestos materials must be re-inspected to determine if any known or suspected asbestos-containing buildings materials (ACBM) have changed and recommendations are made on the managing or abatement of the ACBM.

	<i>Educational Facility Name</i>	<i>Address</i>
1.	Shepherd Hill Regional High School	68 Dudley-Oxford Road Dudley, MA 01571
2.	Dudley Elementary School (No Asbestos Present)	16 School Street Dudley, MA 01571
3.	Mason Road School (No Asbestos Present)	20 Mason Road Dudley, MA 01571
4.	Charlton Elementary School	9 Burlingame Road Charlton, MA 01507
5.	Heritage School (No Asbestos Present)	34 Oxford Road Charlton, MA 01507
6.	Dudley Middle School (No Asbestos Present)	70 Dudley-Oxford Road Dudley, MA 01571
7.	Charlton Middle School (No Asbestos Present)	2 Oxford Road Charlton, MA 01507

The law further requires an asbestos management plan to be developed and implemented to monitor any known or inspected ACBM. The plan has several ongoing requirements: Publish a notification on management plan availability and the status of asbestos activities; educate and train its employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of the asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six months to assure that they remain in good condition.

It is the intention of the Dudley-Charlton Regional School District to comply with all federal and state regulations controlling asbestos and to take whatever steps are necessary to ensure students and employees a health and safe environment in which to learn and work. You are welcome to review a copy of the asbestos management plan in the school administrative office during regular business hours. If you have any questions or concerns, please contact me at the number listed below.

Mr. Richard J. Mathieu, Director of Finance and Operations
Dudley-Charlton Regional School District
68 Dudley-Oxford Road
Dudley, MA 01571
508-943-6888

8.31.23 MSHG Agreement Pursuant to 8.29.23 BOD Approval

**MASSACHUSETTS STRATEGIC HEALTH GROUP
AGREEMENT FOR JOINT NEGOTIATION AND PURCHASE OF CERTAIN
INSURANCE COVERAGES**

Amended and restated effective July 1, 2023

**(Replaces Amended Agreement June 30-2022 through June 30, 2023, which replaced
original Agreement from July 1, 2019)**

Article 1. Legal Entity, Authority and Purpose.

By this Agreement for Joint Negotiation and Purchase of Certain Insurance Coverages (“Agreement”), taking effect July 1, 2023, the Participating Governmental Units (“Participants”) hereby form the Massachusetts Strategic Health Group (“MSHG”) pursuant to M.G.L. Chapter 32B, § 12 (“32B-§12”) including any subsequent amendments, for the purpose of joining together to negotiate and purchase hospital, surgical, dental, health coverage and other related coverage, plans, insurance, programs and services (“Coverages”) as 32B-§ 12 may allow for a Participant’s employees, retirees and dependents, including under state or federal laws requiring continuation coverage. MSHG shall operate as a trust. The full Participants and limited Participants join together to achieve the economies of scale and other benefits derived from joint negotiation and purchase.

Coverages may be offered on a premium or self-insured basis and may be offered on a group or individually-rated basis. Different Coverages may be offered on different bases.

Article 2. Full Participants; Limited Participants

A. Addition of New Participants.

The full Participants are listed in Appendix A. A full Participant is a governmental unit that, at a minimum, has its active employees eligible for and electing coverage under G.L. c. 32B enrolled in the MSHG self-insured Trust Fund. Any governmental unit wishing to join MSHG shall submit a written request to join MSHG. Such request shall include: (1) the date on which the governmental unit wishes to join MSHG; (2) a representation that the Appropriate Public Authority has reviewed this Agreement; (3) a representation that the governmental unit has properly accepted M.G.L. c. 32B as required by 32B-§12; (4) a representation that it understands its obligations under M.G.L. c. 150E (collective bargaining) and all of the provisions in the Agreement related to collective bargaining; and

(5) a disclosure of any collective bargaining obligations or pending issues that could compromise its ability to be a Participant in the MSHG on the proposed admission date.

The MSHG Board of Director (the “Board”) may, by a majority vote, refer the request to join MSHG to an independent underwriter of its own choosing, to analyze the claims history and other relevant aspects of the requesting governmental unit’s potential health claims risk profile, and provide a written opinion on the requesting governmental unit’s suitability as a Participant in the MSHG. The request and underwriter’s report must be provided to all Board members no less than fourteen (14) calendar days before a scheduled vote on the request.

A governmental unit eligible for membership under G.L. c. 32B, § 12 shall become a Participant upon: (a) a vote of the governmental unit’s Appropriate Public Authority, as defined by G.L. c. 32B, § 2, to join MSHG and transfer all individuals eligible for and electing coverage under G.L. c. 32B under the governmental unit’s plan to MSHG; (b) a majority vote of the MSHG Board of Director’s to accept the public entity to be a Participant and the terms of acceptance, including but not limited to the effective date; and (c) execution of this Agreement by the authorized representative of the Participant.

In addition to executing this Agreement, a new governmental unit may be required to sign an agreement that outlines the conditions upon which it is being admitted to MSHG.

The Board will determine the monthly rates for a Participant on an individually-rated basis. The Board may determine that a Participant that is originally admitted on an individually-rated basis will transition, if necessary, to the same basis as other members in the Group’s experience pool over a period of time to be determined by the Board.

Upon approval of a request to join MSHG, the requesting governmental entity shall have no more than thirty (30) calendar days to sign this Agreement and make arrangements to the satisfaction of the Treasurer for any financial information or funding to be provided to implement the financial terms of this Agreement.

B. Limited Participants.

Governmental units eligible to participate in what is allowed by MG.L. c. 32B, § 12 may, in the discretion of the Board and under terms established by the Board, participate in a certain Coverage(s) without being full Participants, i.e. “limited participants.” Limited participants shall receive meeting notices and agendas and can be heard on matters affecting them but do not have access to the rights and privileges of full Participants, including but not limited to representatives on the Board or any committee or the right to vote on any matter. A limited Participant may request to become a Participant by following the procedure set forth above in Article 2.A. The limited Participants are listed in Appendix B.

Article 3. Governance.

A. Board of Directors.

1. There shall be a Board of Directors, which shall act in a fiduciary capacity as MSHG's governing body. The Board shall have the authority to make all decisions related to MSHG's governance, operations and administration, including, but not limited to, all decisions regarding the Coverages offered.
2. The Board shall be comprised of one (1) representative of each Participant eligible for a seat on the Board and must be appointed by a vote of the Participant's Appropriate Public Authority within 30 calendar days of becoming a Participant. Each Participant may, in the Appropriate Public Authority's discretion, also appoint an alternate representative to the Board to act in the primary representative's place in the event the Participant's primary representative is unable to attend a Board meeting. The term "Board member" shall mean the primary and alternate representatives, jointly.
3. Each Board member shall have one vote. The vote of the Board member shall be the vote of the Participant.
4. Any vacancy in a Participant's Board representative shall be filled within 30 calendar days by a vote of the Appropriate Public Authority.
5. Failure of a Participant's Appropriate Public Authority to appoint a representative and/or alternate representative may result in the Board taking action without the Participant being represented. Any action taken when a Participant is not represented by its representative or alternate representative shall nonetheless be binding as to all Participants.
6. Regardless of the Board's governing structure, there shall be an annual meeting of the Board at which the Treasurer shall present MSHG's financial statements, in writing, which shall be subject to the approval of the Board.

B. Subcommittees.

1. The Board, by a 2/3 vote, may modify MSHG's governance structure as it deems necessary and appropriate for MSHG to operate effectively and efficiently. Modifications to the governance structure may include, but are not limited to, the establishment of an executive, steering or other similar subcommittee(s), the scope of authority of any such committees, the selection of membership on such committees and terms of such membership. The Board will determine all aspects of the committee, including but not limited to its members, duties and authority.
2. Unless explicitly voted by the Board, subcommittees may not make any final or binding decisions.
3. Both primary and alternate representatives may serve on subcommittees.

4. Subcommittee membership shall be determined by a vote of the Board.
5. Subcommittees shall be responsible for electing a Chair, Vice-Chair, Clerk and other such officers as the subcommittee members deem necessary and appropriate.
6. The Chair and Vice-Chair of the Board shall serve as ex officio members of all subcommittees. The Chair and Vice-Chair shall not count toward a quorum of any subcommittee for the purposes of convening.
7. Primary and/or alternate representatives shall serve, as necessary and as able, on subcommittees. In the event a subcommittee member is absent from a subcommittee meeting, the subcommittee member shall inform themselves of the matters discussed or acted upon at the subcommittee meeting.

C. Meetings of the Board of Directors and Subcommittees.

1. As the Board (and its subcommittees) are public bodies within the meaning of the Open Meeting Law, G.L. c. 30A, § 18-25, the Board and all subcommittees shall post their agenda and maintain minutes in accordance with the Open Meeting Law.
2. The Board shall meet no later than July 31 of each fiscal year to elect a Chair, Vice-Chair, Clerk and other officers as the Board deems necessary and appropriate. At the organizational meeting, it shall establish its regular meeting dates, times and locations for the fiscal year. Meetings may be held virtually to the extent permitted by law.
3. The Chair may call special meetings as they deem necessary. A special meeting may also be called by a written request of no less than one-third (1/3) of the Board members. Specific written or electronic notice of special meetings shall be given to all Board members and limited participants at least 48 hours in advance unless the purpose of the meeting meets the definition of an emergency meeting under the Open Meeting Law.

In the event of the need to address a time-sensitive matter that must be resolved before the Chair can reasonably call a special meeting, the Chair or, in cases of the unavailability of the Chair, the Vice-Chair, shall be authorized to act for the Board. Any action taken shall be reported to the Board no later than the next meeting.

4. A meeting of the Board (or a subcommittee) may only be convened if a quorum is present. A quorum shall be defined as a simple majority of the Board (or the subcommittee).
5. All votes of the Board (or a subcommittee) shall require a majority of the Board present and voting, except those listed below, which shall require a 2/3 vote:
 - a. Changes in the funding mechanism for plans, i.e., whether they shall be insured or self-insured;

- b. Creation of any new joint asset or common product that relies upon the Trust Fund or contingent funding mechanism, in whole or in part;
- c. Decisions to allow one or more Participants to maintain a Trust Fund balance below the minimum or above the maximum percentage of its annual assessment allowed by the Agreement for more than two (2) Plan Years;
- d. Whether Participants shall be individually or group-rated for purposes of calculating their working rates, share of Trust Fund surplus or deficit, or equity buy-in; and
- e. Whether a properly withdrawing Participant will be allowed to reapply prior to the expiration of two (2) consecutive Plan Years.
- f. Any other votes specifically requiring such a vote by this Agreement.
- g. The Board may adopt bylaws governing its operations provided no bylaw shall conflict with this Agreement
- h. The Board shall have the authority to adopt policies. The Board may not adopt a policy, however, unless it has placed the proposed policy on the agenda, distributed it in writing to all Board members and discussed it at a Board meeting prior to the meeting at which a vote to adopt it taken. A copy of any policy being considered by the Board shall be provided to Participants' Appropriate Public Authority upon request.

- 6. If a Participant's primary and alternate representatives fail to attend three (3) consecutive meetings of the Board, the Chair shall notify the Participant's Appropriate Public Authority in writing.

D. Board Officers.

- 1. Officers shall serve from the date of election until the next organizational meeting occurring in the following July, subject to paragraph 4 of this subsection.
- 2. Only primary representatives may serve as an officer.
- 3. In the event of a vacancy in an officer position, the Board shall elect a member to fill the vacancy for the remainder of the term.
- 4. An officer may be removed prior to the expiration of their term by a two-thirds (2/3) vote of those members present and voting.

E. Duties of Board Members.

- 1. Board members shall regularly attend Board meetings.

2. Board members shall keep their respective Appropriate Public Authority informed of all matters related to MSHG.
3. In the event the primary and alternate representatives are both absent from a Board meeting, it shall be their responsibility to inform themselves of the matters discussed or acted upon at the Board meeting.

Article 4. Financial Structure and Accounting.

- A. Participants and Limited Participants pay all working rates, premiums and other charges into a single fund, the MSHG Trust Fund (“Trust Fund”). For individually-rated Coverages, MSHG shall record Trust Fund balances on a Participant-by-Participant basis for the purposes of setting rates, seeking payment for any deficit, or paying any surplus upon the separation of one or more Participants as defined below in Articles 8 and 9.
- B. The Board, during a meeting at which a quorum is present, may identify certain assets to be joint assets as a result of acting as a group. Such assets may include, but are not limited to, pharmacy rebates. Joint assets shall be included in the Trust Fund, but recorded separately from all other funds including any accounts of individual Participant’s assets or liabilities. Any joint assets shall be reflected as such on the treasurer’s report.
- C. The Board shall retain the services of a Certified Public Accountant in good professional standing to administer the fund as Treasurer.
- D. The Treasurer shall obtain a fidelity bond for themselves in an amount and under terms designated by the Board.
- E. The Board shall contract with one (or more) financial institutions(s) to act as depository of payments under this Agreement. When engaging a financial institution, the Board shall ensure that the financial institution will, upon request or more frequently, provide reports and statements of accounts in a matter satisfactory to the Board and Treasurer.
- F. The Board shall designate an Auditor, which shall be a Certified Public Accounting firm, to provide for an annual independent audit of the financial statements required to comply with Generally Accepted Accounting Standards (GAAS), as well as all financial reports required by this Agreement unless otherwise specified. MSHG shall provide a copy of any auditors reports to all Board members.
- G. The Board shall issue a Request for Qualifications for the role of Auditor at least once every five fiscal years and determine the process for selection of the Auditor.
- H. Each Participant shall receive quarterly reconciliation reports detailing the basis for its payment requirements.
- I. Each Participant shall be entitled to conduct an independent financial statement audit at its own expense.

Article 5. Calculation of Working Rate Contributions and/or Acceptance of Premium Rates.

The Board shall determine whether to operate on a premium or self-insured basis for each Coverage it offers, and whether or not Participants or Coverages shall be individually or group-rated.

A. Premium Basis.

If MSHG elects to purchase Coverages on a premium basis, the Board shall negotiate with the insurance carrier(s) for the terms and conditions of such Coverages, including, but not limited to, premium and administrative rates that will be payable by the Participants.

The Board may elect to use surplus funds to reduce the premium rates charged to the Participants. The Board may increase premium rates to supplement the Trust Fund, including but not limited to making up for any Trust Fund deficit.

B. Self-Insured Basis.

If MSHG elects to self-fund, the Board shall no less than annually determine the monthly working rates and any uniform or non-uniform assessments payable by each Participant with the advice and recommendations of its consultants/administrators. These rates shall be set at amounts that will fully satisfy the funding requirements of the claims Trust Fund from which all claims will be paid. The funding requirements for the claims Trust Fund will, in turn, be established through underwriting and/or actuarial estimates, including, but not limited to, projected costs and the unreserved fund balance, and considering the goal of rate stability, the then current rate structure and the statewide economic environment. MSHG shall further be responsible for negotiating with the carrier(s) or third-party administrators for administrative rates, and with reinsurers for appropriate stop-loss coverage.

The Board may elect to use surplus funds to reduce the working rates charged to Participants. The Board may increase premium rates to supplement the Trust Fund, including but not limited to making up for any Trust Fund deficit.

C. Annual Reconciliation.

For Plan Years (defined below) that MSHG purchases Coverages on a premium or self-funded basis, the Board shall determine, based upon the advice of its consultants/administrators and consistent with the annual financial statement audit, within six (6) months of the last calendar day of the Plan Year, a reconciliation of the Trust Fund balance for the joint purchase group for that Plan Year. In establishing the reconciled balance, the Board shall include a factor to represent the cost of run-out of claims that were incurred as of the last calendar day of the plan year but which have not been paid as of the reconciliation date.

D. Funding Approach.

The Board shall strive to cover one hundred percent (100%) of projected costs for the upcoming Plan Year solely through any combination of the following: the premium or working rates it charges Participants, drawdown on the unreserved fund balance, and/or premium or working rate adjustment necessary to avoid or cover a deficit in the unreserved fund balance.

The Board may establish premium or working rates higher than the level required to cover projected costs for the upcoming Plan Year in order to bring the unreserved fund balance up to the required range.

The Board may not be able to add to the unreserved fund balance particularly when the unreserved fund balance for the year is projected to be negative. At such times, a multi-year approach will be required to build the unreserved fund balance to within the benchmark range.

The Trust Fund shall have an unreserved fund balance no less than eight percent (8%) and no more than twelve percent (12%) of the anticipated active employee plan claims of all Participants for the upcoming Plan Year.

Nothing shall preclude the Board from adopting premium or working rates it considers to be in the best interest of MSHG at the time.

For any individually-rated Coverages, the Board shall set premium or working rates on a Participant-by-Participant basis based upon the above factors.

E. Pre-Participation Costs.

Each Participant shall be responsible for paying all insurance, premium, administration, or claims charges that were incurred by the Participant or any person enrolled in the Participant's coverages prior to the effective date of its membership in MSHG.

F. Plan Year.

The "Plan Year" for all benefits will be from July 1st to June 30th.

Article 6. Payments.

It is understood and agreed that each Participant shall at the sole discretion of the Board make an initial equity payment of an amount which is equivalent to one (1) month advanced coverage premium or working rate to the Trust Fund for timely transmittal to an insurance carrier and, if applicable, to the health maintenance organization, preferred provider arrangement, or other designated payee.

All payments described in this Agreement shall be due and payable no later than thirty (30) calendar days following receipt of notice or bill from the Board or its consultants/administrators. Interest at a rate determined by the Board may, at the Board's discretion, begin to accrue starting on the 22nd calendar day following receipt of notice or bill.

In the event that any such payment is in arrears or in the event that the Board determines that additional funds are required as premium, working rate or other charges contemplated by this Agreement, the Board, by a majority vote, shall be authorized to arrange credit or obtain funds through a financial institution, advances, or negotiated financing arrangement with providers of health coverage and other financing arrangements. The Board shall determine the respective payments for interest and other charges allocable to and to be paid by each Participant.

Article 7. Collective Bargaining; Health Insurance Eligibility; COBRA Administration.

A. Collective Bargaining.

Notwithstanding any other provisions of this Agreement, a Participant and limited Participant maintains its autonomy and responsibility for collective bargaining. Each Participant and limited Participant shall determine the level of contribution that it will make towards benefits provided to its employees/retirees through this Agreement provided that said contribution conforms to M.G.L. c. 32B. Each Participant and limited participant shall be responsible for resolving any collective bargaining obligations associated with joining MSHG and for any changes in Coverages voted by the MSHG Board Health insurance eligibility determination.

B. Health Insurance Eligibility; COBRA.

Nothing contained in this Agreement shall in any way limit the authority and/or obligation of a Participant or limited Participant to determine that a person is eligible for Coverages offered under this Agreement, provided that said eligibility is consistent with G.L. c. 32B. Unless the MSHG specifically contracts for centralized services regarding notification of eligibility, including notification to and from affected parties of eligibility rights under M.G.L. Chapter 32B, The Consolidated Omnibus Budget 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 Participant or limited participant.

Article 8. Separation from MSHG.

A Participant may cease to be a member of MSHG by withdrawal or termination, or because MSHG ceases to exist.

A. Withdrawal of a Participating Governmental Unit.

After participating for at least two (2) Plan Years, a Participant may withdraw from MSHG upon the expiration of the then current Plan Year, i.e. withdrawal effective at 11:59 p.m. on June 30th of any Plan Year. A Participant contemplating withdrawal from the Group must submit written notification to the Board of its intent to withdraw no later than January 1st to be followed by a separate written notice of a vote of the Participant's Appropriate Public Authority to withdraw no later than February 1 of the calendar year the withdrawal will be effective. A Participant withdrawing in compliance with these requirements, i.e., a

"Properly Withdrawing Participant," will be subject to the liabilities described in Article 9.A. Notwithstanding the above procedure, in the event the Board makes any changes addressed in Article 3.B.5 (a-e), a Participant upon written notice from its Appropriate Public Authority within sixty (60) calendar days of the vote so taken may terminate its participation in this Agreement as a Properly Withdrawing Party upon the expiration of the then current Plan Year. After receiving written notice of a vote to withdraw, MSHG will provide the Participant with written notice of the process for leaving MSHG.

If a Properly Withdrawing Participant submits a written request to the Board to rescind its written notice of its vote to withdraw, the Board may, in its discretion, consider the request to rescind. If the Board approves a request to rescind, the entity will remain a Participant for at least the following Plan Year. It may not seek to withdraw again until the following Plan Year.

Except by a 2/3 vote of the Board, a Properly Withdrawing Participant shall not be eligible to reapply for membership for any period of time prior to completion of two (2) complete Plan Years, e.g., a Properly Withdrawing Participant that withdraws effective June 30, 2023, would not be eligible to rejoin until July 1, 2025.

A Participant that fails to follow the withdrawal procedure set forth above and nonetheless provides any or all of its Coverage through another entity, including through the governmental unit itself whether on a premium or self-insured basis, will be subject to all of the liabilities of a Properly Withdrawing Participant in Article 9.A. and the additional financial penalties set forth in Article 9.B.

B. Termination of a Participant by MSHG.

Any Participant that is ninety (90) calendar days in arrears for the payments due under this Agreement may be terminated, effective at the expiration of the then current Plan Year, by a majority vote of the Board. In the event of such a termination, the terminated Participant will be subject to all of the liabilities of a Properly Withdrawing Participant and the additional financial penalties set forth in Article 9.B. The Board may, in lieu of termination, take other appropriate action to correct the delinquency.

C. Termination of MSHG.

In the event that the MSHG terminates and there is an audited financial statement and certified Trust Fund deficit, each governmental unit that was a Participant at the time of MSHG's termination ("Former Participants") shall make payment of its share of any deficit or be entitled to receive payment for its share of any surplus in accordance with Article 9.H.

Article 9. Liability Following Termination of Participant.

A. Participant's Liability When Participant Properly Withdraws.

A Properly Withdrawing Participant shall have no liability for contributions and assessments for any period following the effective date of its withdrawal from MSHG,

except for (1) the Participant's share of any certified deficit in the Trust Fund through the last day of the last Plan Year for which it was a Participant (based upon claims incurred as of that June 30th) in accordance with Article 9.D, (2) unpaid contributions or assessments attributable to periods prior to the effective date of the withdrawal, (3) subsequent expenses for its covered members still on a plan after withdrawal (where required by law), or, at the sole discretion of the Board, and (4) reimbursement to MSHG for the full amount of run-out claims (claims paid by MSHG after the Properly Withdrawing Participant's withdrawal for Coverages rendered to the Properly Withdrawing Participant's covered employees, retirees, dependents and other eligible individuals as defined by G.L. c. 32B, who had been enrolled in MSHG Coverages prior to midnight on June 30 of the Plan Year of the Properly Withdrawing Participant's withdrawal). MSHG will submit a request for payment to the Properly Withdrawing Participant no later than October 30th for claims paid in July, August and September immediately following the effective date of the withdrawal for Coverages to the Properly Withdrawing Participant's members. Payment by the Properly Withdrawing Participant will be due to MSHG no later than thirty (30) calendar days after the request for payment is received. A final settlement of run-out claim liability will take place twelve (12) months after the Properly Withdrawing Participant has withdrawn and will be based on actual claims paid following withdrawal and upon the audited financial statement and certified Trust Fund balance.

B. Participant's Liability When Participant Does Not Properly Withdraw or Is Terminated.

A Participant that either withdraws from MSHG without satisfying the procedures for withdrawal specified in Article 8.A or is terminated from MSHG in accordance with Article 8.B shall, in addition to the liabilities set forth in Section 9.A above, be liable for all expenses that MSHG suffers as a result of the Participant's withdrawal or termination including, without limitation, a liquidated damages charge of three hundred percent (300%) of its highest monthly premium or working rate expense for any month within the twelve (12) month period that precedes the effective date of its withdrawal or termination.

C. Conditions Under Which Participants Are Entitled To A Share Of Trust Fund Surplus When Withdrawing MSHG or MSHG Terminates Participant.

Except under Article 10(C) Termination of MSHG, only a Properly Withdrawing Participant that has been a Participant for at least two (2) full consecutive Plan Years shall be entitled to its share of any certified Trust Fund surplus as determined by the Board. A Participant's certified Trust Fund surplus **or deficit** shall be the Participant's allocated fund balance (equity) reported on a full accrual basis reported by the group's Treasurer as of the effective withdrawal date less subsequent claims paid exceeding the Participant's incurred but not reported claims (IBNR).

1. Premium Basis.

In the event that MSHG purchased coverage entirely on a premium basis for the Plan Year that the Properly Withdrawing Participant withdraws or is terminated by MSHG under Article 8.A or 8.B, respectively, the Participant's share of any certified Trust Fund surplus shall reflect its percentage of the total premium rate contributions billed to and due from all Participants during the Plan Year of its withdrawal or termination as determined by the Board.

2. Self-Funded Basis.

In the event that MSHG self-funded benefits during the Plan Year that the Properly Withdrawing Participant withdraws or MSHG terminates, the Properly Withdrawing Participant's or Terminated Participant's share of a certified Trust Fund surplus shall reflect its accrued surplus as determined by the Board.

3. Timing of Payment.

Payment to the Properly Withdrawing Participant or terminated Participant shall be effectuated within sixty (60) calendar days following the certified annual Trust Fund reconciliation. If MSHG had been purchasing benefits entirely on a premium basis and, pursuant to Article 5.C, elects not to have an annual reconciliation performed, payment to the Properly Withdrawing Participant shall be effectuated on or before October 1st, unless another date is mutually agreed upon by MSHG and the Properly Withdrawing Participant or terminated Participants.

D. Conditions Under Which Participants Are Liable for Payment of Trust Fund Deficit When Leaving MSHG Or MSHG Terminates Participant.

1. Premium Basis.

In the event that MSHG purchased Coverage on a premium basis for the Plan Year that the Properly Withdrawing Participant withdraws or is terminated by MSHG under Article 8.A or 8.B, respectively, the Participant's share of a certified Trust Fund deficit shall reflect its percentage of the total premium rate contributions billed to and due from all Participants during the Plan Year of its withdrawal or termination.

2. Self-funded Basis.

In the event that MSHG self-funded benefits during the Plan Year that the Properly Withdrawing Participant withdraws or is terminated, the Properly Withdrawing Participant's or terminated Participant's share of a certified Trust Fund deficit shall reflect its accrued surplus or deficit as determined by the Board.

3. Timing of Payment.

In either event, payment by the Properly Withdrawing Participant or terminated, Participants shall be effectuated within sixty (60) calendar days following the certified annual Trust Fund reconciliation. If MSHG had been purchasing benefits entirely on a premium basis and, pursuant to Article 5.C, elects not to have an annual reconciliation

performed, payment by the Properly Withdrawing Participant or terminated Participant shall be made on or before October 1st, unless another date is mutually agreed upon by MSHG and the Properly Withdrawing Participant or terminated Participant.

E. Calculations for Individually-Rated Participants.

With respect to Article 9.A through 9.D, inclusive, any reference to a Participant's share of a Trust Fund deficit or surplus shall, for individually-rated Participants, be each respective Participant's individually-accounted for deficit or surplus calculated per Section 9(C). To the extent a Participant's Coverages are a combination of premium-based and self-funded and individually-rated, the Participant's share of a Trust Fund deficit or surplus shall be calculated using the above methodology on a coverage-by-coverage basis.

F. Liability of MSHG after Withdrawal or Termination of a Participant.

MSHG shall have no responsibility or liability to provide Coverages to any employee, retiree, dependents or other individual eligible under G.L. c. 32B of a Properly Withdrawing Participant, a Participant that did not withdraw in accordance with the procedures set forth in Article 8.A or a terminated Participant after the effective date of the Participant's withdrawal or termination, except as may be provided in the plan document and/or certificate of insurance of the plan in which the employee, retiree, dependent or other eligible individual is enrolled. Participants that do not withdraw in accordance with the procedures set forth above in Article 8.A and terminated Participants shall indemnify MSHG against any and all claims including, but not limited to, all expenses MSHG may incur in the defense of such action including attorneys' fees and costs, as well as the costs of any settlement or any judgments that may be rendered against MSHG or its Board, in their official and/or individual capacities, its agents, employees or attorneys made by any employee, retiree, dependent or other eligible individual of the Participant's governmental unit other than for post-termination benefits provided in the plan document and/or Certificate of Insurance in which the employee, retiree, dependent or other eligible individual is enrolled.

G. Enforcement Costs Including Attorneys' Fees.

Any Participant, Properly Withdrawing Participant, Participant that did not withdraw in accordance with Article 8.A and/or any terminated Participant shall be liable to MSHG for any and all costs including, but not limited to, attorneys' fees and court costs to enforce any breach of this Agreement.

H. Liabilities; Surpluses and Deficits upon Termination of MSHG.

Upon Termination of MSHG, any liabilities shall first be charged against any assets declared to be joint assets as set forth in Article 4.B.

Upon the completion of an audited financial statement, a certified surplus or deficit shall be declared. For individually-rated Coverages, any reference to a Participant's share of a Trust Fund surplus or deficit shall be each respective Participant's individually-accounted

for deficit or surplus. For Group-rated Coverages, any reference to a Participant's share of a Trust Fund surplus or deficit shall be each respective Participant's percentage of the total premium or working rate contributions billed to and due from all Participants during the Plan Year MSHG terminates. To the extent Coverages are a combination of premium-based and self-funded and individually-rated, the Participant's share of a Trust Fund deficit or surplus shall be calculated using the above methodology on a coverage-by-coverage basis.

Each Former Participant having a Trust Fund deficit agrees to make payment of its Trust Fund deficit within thirty (30) calendar days of its receipt of a statement from the Board.

Each Former Participant having a Trust Fund surplus will be paid their respective Trust Fund surplus within thirty (30) calendar days after all obligations of MSHG have been satisfied and all Trust Fund deficits have been paid to MSHG unless the Board votes otherwise.

In the event there is a certified surplus that, after the satisfaction of any Participant's individually-accounted for deficit, is greater or less than the amount necessary to satisfy each Participant's individually-accounted for surplus, the remainder of such surplus or deficit shall be distributed or charged to the Former Participants on a pro rata basis based on each such former Participant's share of the total premium and/or working rate contributions as of the date MSHG terminates.

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

Article 10. Indemnification.

A. Personal Protection for Board Members and Alternates

Each Participant agrees that, as a precondition of entering into this Agreement, each representative and alternate designated by the Participant to serve on the Board and any committee established by the Board shall be indemnified and held harmless by the Participant 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 shall include any liability arising from all activities related to the establishment of this Agreement and any and all related activities under this Agreement, commencing on and after the effective date of this Agreement through and including the date which such designated representative terminates his or her position as a delegate or alternate delegate to the Board and the Board's committees. This will include the representative holding an office as a member of the Board of Committee established by the Board, traveling to and from meetings related to the individual's service, communications and all other acts related to the appointment as a representative or alternate representative of the Participant. This hold harmless protection shall include indemnification from any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of the civil rights of any person arising as a result of such person's service to the Board.

B. For the Mass Strategic Health Group

Each Participant and Limited Participant agrees to hold the MSHG harmless from any and all claims, demands, suits, settlements or judgments, including but not limited to, attorneys' fees and costs based on an enrollment or eligibility determination made by the Participant/Limited Participant. Each Participant/Limited Participant shall further indemnify and hold harmless MSHG for attorneys' fees, judgments, administrative expenses, and benefit payment requirements arising from or in connection with a claim that the Participant/Limited Participant its agents or employees did not to comply with the requirements of M.G.L. c. 32B and any related laws or regulations and/or a claim that the Participant/Limited Participant its agents or employees, did not to comply with M.G.L. c. 150E as it relates its participation in the MSHG. By way of example but not limitation, each Participant/Limited Participant, its agents or employees, shall hold the Group harmless from any of the above-described charges related to the Participant/Limited Participant's enrollment of an ineligible person in its health plan or related to the Participating Governmental Unit's failure to comply with Medicare Secondary Payor, COBRA or HIPAA requirements.

A Participant/Limited Participant's obligation to indemnify shall survive the termination of this Agreement and/or the Participant's participation thereunder.

Article 11. Certification of Funds.

It is understood and agreed that each Participant shall provide adequate funds to pay its share of the joint purchase group premium(s) and other related expenses approved by the Board in a timely manner. The Appropriate Public Authority shall annually certify, in writing, the availability of such funds to the Board within thirty (30) calendar days of the Board's request.

Article 12. Amendment, Waiver.

A. Amendment.

The provisions of this Agreement may be amended at any time by a two-thirds (2/3) vote of those Board members present and voting. No vote shall be taken at a meeting on a proposed amendment unless the proposed amendment has been presented to the Board in writing at a prior meeting of the Board and at least thirty (30) calendar days have passed since the Board meeting at which the proposed amendment was first presented. Further, the proposed amendment must be distributed, in writing, to all Board members and Appropriate Public Authorities at least fourteen (14) calendar days in advance of the first meeting at which the proposed amendment will be on the agenda.

B. Waiver.

The Board may, in appropriate situations, waive the application of a specific requirement of this Agreement as it applies to a particular Participant or prospective governmental unit.

A motion to waive any such requirements requires a two-thirds (2/3) vote of the Board. Written notice of any proposed waiver shall be provided to all Board members and Appropriate Public Authorities at least fourteen (14) calendar days prior to any vote on the proposed waiver.

Article 13. 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 provided in 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, as they may be amended from time to time. In the event that any such amendment to Massachusetts law renders any provision of this agreement illegal, a nullity or unenforceable, the parties shall immediately meet and negotiate any amendments to this agreement which may be required as a result.

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 responsive 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 14. Signatories to Agreement.

By providing the signature below, the full Participant representative:

- Agrees to the acceptance of, and to comply with, all provisions of this Agreement, including without limitation its financial obligations and to appoint a Board Member and alternate to represent our governmental unit as described in Article 3.A(2) within thirty (30) calendar days following execution of this Agreement. It is understood and agreed that such Board Member or, in the Board Member's absence, the alternate, shall have full authority to represent our governmental unit in accordance with the terms of this Agreement for Joint Negotiation and Purchase of Health Coverage;
- Agrees to become a full Participant Unit and to appoint a person to represent its governmental unit on the Board described in Article 4 herein and agrees to appoint such representative within thirty days following execution of this Agreement. It also agrees to appoint an alternate representative to serve on the Board to ensure representation of the governmental unit in the event of unavailability, incapacity, inability or unwillingness to attend meetings of the Board by its primary representative. It is understood and agreed that such primary representative and alternate representative shall have full authority to represent its governmental unit in accordance with the terms of this Agreement for Joint Negotiation and Purchase of Health Coverage.
- Confirms the signatory's representation that the signatory was fully authorized to accept and bind the full Participant to the terms of this Agreement for Joint Negotiation and Purchase of Health Coverage on behalf of the governmental unit under the terms and conditions described in such Agreement.

By providing the signature below, the Limited Participant representative agrees to the acceptance of, and to comply with, all provisions of this Agreement applicable to the Limited Participant including without limitation its financial obligations and confirms the signatory's representation that the signatory was fully authorized to accept and bind the limited Participant to the terms of this Agreement for Joint Negotiation and Purchase of Health Coverage on behalf of the governmental unit under the terms and conditions described in such Agreement.

Mass Strategic Health Group Participating Governmental Units.

Governmental Unit

Signature

Title

Date[illegible]

APPENDIX A (to MHSG Agreement effective July 1, 2023)

Full Participants

- Webster
- Douglas
- Dudley Charlton Regional School Distract
(three above Participants since July 1, 2019)

- Franklin
- Medway
- Abington
- Northbridge
- Oxford
(five above participants since July 1, 2022)

- Salisbury/Merrimac
- Grafton
- Collaborative for Educational Services
- Spencer East Brookfield Regional School District
- Tri-County Regional School District
- Acushnet
(Six above participants effective July 1. 2023)

APPENDIX B (to MHSG Agreement effective July 1, 2023)
Limited Participants

Medicare plans

- Stoughton (since July 1, 2020)
- Fall River (since July 1, 2021)
- Old Rochester Regional School District (since July 7, 2023)
- Carver(since July 7, 2023)
- Mendon/Upton Regional School District(since July 7, 2023)

Retiree plans

Effective July 1, 2023

Carver

Old Rochester Regional Schools

Mendon-Upton School District.