



## **PARTICIPATION AND AFFILIATION AGREEMENT**

### **Montana Association of Counties Health Care Trust**

This agreement is between \_\_\_\_\_ and Montana Association of Counties Health Care Trust (MACoHCT) to secure the Member Group's commitment to participate in the MACoHCT program effective \_\_\_\_\_.

The Member Group agrees its participation in the MACoHCT is bound by the following:

- a. "Agreement and Declaration of Trust Amended and Restated" a copy of which is attached hereto and incorporated by reference;
- b. The Master and Summary Plan Descriptions of the MACoHCT;
- c. The contracts or policies of insurance entered into by the MACoHCT which cover any participants of the Member Group;
- d. Any policies, rules and regulations pertaining to the administration of the employee benefit programs as these documents and rules may be amended from time to time; and
- e. Any subsequent amendments to the "Agreement and Declaration of Trust Amended and Restated", the Master and Summary Plan Descriptions of MACoHCT, the contracts or policies of insurance entered into by the MACoHCT which cover any participants of the Employer Group, and any rules and regulations concerning the administration of the employee benefit program adopted by the Members of the Trust or the Trustees in accordance with the "Agreement and Declaration of Trust Amended and Restated".

#### **MEMBER GROUP CONTRIBUTIONS**

See Section 7: Member Entity Responsibilities and Powers and Section 16: Membership Termination of the MACoHCT "Agreement and Declaration of Trust Amended and Restated".

Rates will be set annually for each coverage year as provided in Section 5.05 of the "Agreement and Declaration of Trust Amended and Restated". Billing will be at the rates so established. The Member Group remains responsible for payment at the rates so established until the three year minimum participation requirement has been met and thereafter until timely notice of withdrawal from the Trust has been made and becomes effective.

Contributions shall be based on the billing report prepared by the contract administrator. The whole amount as shown on the billing form will be due and payable. Past deletions and enrollments will be paid for as billed. Billing adjustments will only be applied retroactively for a maximum credit of two months.

#### **MEMBER GROUP PARTICIPATION REQUIREMENTS**

See Section 7: Member Entity Responsibilities and Powers of the MACoHCT Agreement and Declaration of Trust Amended and Restated for Member Group participation requirements.

Member Groups are required to complete a Group Participation Verification Form each year on or around the anniversary of their participation in the Trust.

MACoHCT reserves the right to audit personnel records to confirm participation is in compliance. If the Member Group's participation does not meet the minimum eligibility requirements, participation in the Trust may be

terminated. See Section 7: Member Entity Responsibilities and Powers and Section 16: Membership Termination of the MACoHCT "Agreement and Declaration of Trust Amended and Restated".

**MEMBER GROUP WITHDRAWAL AND TERMINATION**

See Section 15: Membership Withdrawal and Section 16: Membership Termination of the MACoHCT "Agreement and Declaration of Trust Amended and Restated".

**MEMBER GROUP MEDICAL PLAN OPTIONS**

A Member Group with 0-49 members may elect four (4) medical plan options. A Member Group with 50-99 members may elect five (5) medical plan options. A Member Group with 100 or more members may elect six (6) medical plan options.

**STAND ALONE DENTAL AND VISION PLANS**

Member Groups may elect to offer Stand Alone dental and/or vision plan coverage without offering medical coverage.

Member Groups that offer Stand Alone Dental and Vision coverage without offering medical coverage are considered Affiliate entities under the Agreement and Declaration of Trust Amended and Restated.

Member Groups that offer Stand Alone dental and/or vision plan coverage are subject to requirements outlined in the "Agreement and Declaration of Trust Amended and Restated" including contribution payment requirements and personnel record audits. Member Groups that offer Stand Alone dental and/or vision plan coverage are subject to eligibility and coverage provisions outlined in the MACoHCT Plan Description.

**ELIGIBILITY REQUIREMENTS**

See Eligibility Provisions of the MACoHCT Plan Description for eligibility requirements.

For employees and elected officials who become eligible for coverage after the Effective Date of this Agreement, coverage will begin the first day of the month following date of hire or election to office unless the bargaining agreement or county policy states otherwise (if applicable a copy of bargaining agreement must be provided to the MACoHCT). Please note any other waiting period below.

New Employee and Elected Official Waiting Period: \_\_\_\_\_

If an employee or elected official elects coverage, he or she may also elect coverage for eligible dependents. See Eligibility Provisions of the MACoHCT Plan Description for dependent eligibility requirements.

**ELIGIBILITY GUIDELINES FOR INACTIVE PARTICIPANTS**

- I. **Leave of Absence** See Temporary Layoff/Leave of Absence section of the MACoHCT Summary Plan Description for leave of absence eligibility requirements.
- II. **Retirees** See Eligibility Provisions section of the MACoHCT Plan Description for retiree eligibility requirements.
- III. **Surviving Dependents** See Termination of Coverage section of the MACoHCT Plan Description for surviving dependent eligibility requirements.

**CONDITIONS FOR INDIVIDUALS DECLINING OR WAIVING COVERAGE**

See Eligibility Provision of the MACoHCT Plan Description for requirements and consequences of declining or waiving coverage.

**PARTICIPATION AND AFFILIATION AGREEMENT – SIGNATURE PAGE**  
**Montana Association of Counties Health Care Trust**

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PARTICIPATION IN THE MONTANA ASSOCIATION OF COUNTIES HEALTH CARE TRUST IS FOR A MINIMUM THREE YEAR PERIOD AND THAT PARTICIPATION WILL AUTOMATICALLY CONTINUE FOR SUBSEQUENT ONE YEAR PERIODS UNTIL TIMELY NOTICE OF WITHDRAWAL IS GIVEN IN ACCORDANCE WITH THE "AGREEMENT AND DECLARATION OF TRUST AMENDED AND RESTATED". A PARTICIPANT THAT HAS PRIOR YEARS OF CONTINUOUS PARTICIPATION IN THE TRUST IS ENTITLED TO CREDIT THOSE YEARS AGAINST THE THREE YEAR MINIMUM PARTICIPATION REQUIREMENT.

**Member Group:** \_\_\_\_\_

Three Year Benefit Contract Commencing: \_\_\_\_\_ and ending \_\_\_\_\_  
 Subsequent Benefit Renewal Years Commencing: \_\_\_\_\_ and ending upon notice of termination by MACoHCT or withdrawal by the Member Group

Signed: _____ <i>County Commission Presiding Officer</i>  _____ <i>Print Name</i>  Date: _____	Signed: _____ <i>County Commission Member</i>  _____ <i>Print Name</i>  Date: _____
Signed: _____ <i>County Commission Member</i>  _____ <i>Print Name</i>  Date: _____	Attest: _____ <i>Clerk and Recorder</i>  _____ <i>Print Name</i>  Date: _____

**MACoHCT**

Three Year Benefit Contract Commencing: \_\_\_\_\_ and ending \_\_\_\_\_  
 Subsequent Benefit Renewal Years Commencing: \_\_\_\_\_ and ending upon notice of termination by MACoHCT or withdrawal by the Member Group

Signed: \_\_\_\_\_  
*Harold Blattie*  
*MACoHCT Trust Secretary*  
  
 Date: \_\_\_\_\_