



MEMORANDUM OF UNDERSTANDING PRISMHEALTH PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between Public Risk Innovation, Solutions, and Management (hereafter “PRISM”) and the participating entities (hereafter “Members”) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the PRISMHealth Program (hereafter “Program”).
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used shall be as defined in Article 1 of the Joint Powers Agreement Creating PRISM (hereafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PURPOSE.** The Program is formed for the purpose of providing Members with cost-effective health insurance coverage for their eligible employees, retirees and their dependents. Each member maintains their own benefits coverage programs, while participating in a pooled premium cost sharing arrangement.
4. **PROGRAM COMMITTEE.** There is hereby established a PRISMHealth Committee (hereinafter referred to as “Committee”) comprised of seven (7) members. Except as otherwise provided herein, said Committee shall have full authority to determine all matters affecting the Program and its Members, including, but not limited to, approval of new members, annual renewals, program policies and services.

The Executive Committee of PRISM shall appoint the Committee members, to be selected from Members in the Program. One seat on the Committee shall be designated for a Public Entity representative appointed by the Executive Committee. If there are no Public Entity nominations from the Program membership for the Public Entity seat, the Executive Committee shall appoint the Committee member from counties participating in the Program.

If at any time there are less than seven (7) Members in the Program, then the number of members on the Committee shall equal the number of Members in the Program. Upon the Program having seven (7) or more members, the Committee membership shall be established as provided for herein.

The terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative, whose term shall be for one (1) year. The expiration dates of the two (2) year appointments shall be staggered, so that terms of no more than four (4) members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice-Chair.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws").

A majority of the members of the Committee shall constitute a quorum for the transaction of business. Except as otherwise provided herein, all actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this agreement and implement its provisions.

Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

5. **PREMIUMS.** The participating members, in accordance with the provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the PRISMHealth Program. The annual pooled premium volume represents the total premium volume required for the renewal year for which it is approved. The pool renews as a whole, based on the review and analysis conducted by the program underwriting consultants and Actuary. The annual pool premium is then allocated to all program members based on their Claims Performance Risk Adjustment (CPRA) as outlined in the most recently approved PRISMHealth Underwriting Guidelines. The CPRA is the Committee approved underwriting methodology used to determine each Program Member's unique premium share of the entire pooled premium renewal using their Member specific loss ratio, loss ratio variance and member size.

Annual Member specific pool renewals are approved by the Committee and considered final. Upon approval, no adjustments to the pool renewal or member specific renewals are allowed without the approval of the Committee.

Members are required to remit monthly premiums based upon the rates established by Underwriting for their coverage plans. Member premium rates vary depending upon factors including, but not limited to, demographic characteristics, claims experience, plan design and elective services, if any.

Billing and eligibility determinations will be done by Third Party Administrator(s) selected by the Committee. Program members are responsible for maintaining and reviewing the data they enter into the Benefits Administration systems provided by the program Third Party Administrators/Benefits Administration vendors. Monthly premium invoices are sent by the program Third Party Administrators/Benefit Administration vendors to the program members prior to the coverage month in which they are due. It is a program requirement that all

premium invoices are **paid as billed**, without changes to eligibility or adjustments to premiums. Adjustments made to eligibility will be reflected on the following premium invoices as a retroactive charge or credit.

Billing dates and payment due dates are based on the program claims funding requirements and the program coverage carriers. Any late fees and/or penalties will be set by the Committee. All member entities will receive separate notification of any changes in due dates and/or penalty fees at least 30 days prior to effective date of change.

6. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee, will be established at a level which will provide adequate overall funding without the requirement for adjustment to funding deficits or surplus in the form of assessments or dividends. This is due to the contractual relationship between PRISM and Self Insured Schools of California (SISC), in which the Program is a participating member of the SISC III Medical Insurance Pool. SISC, as the primary pool sponsor, retains all risk sharing deficit and equity as defined in the contract. If PRISMHealth were to withdraw participation in the SISC III pool, SISC would conduct a final accounting of the PRISMHealth equity position. Any equity owed to PRISM would be promptly paid to PRISM. If the final accounting resulted in a deficit, PRISM would promptly pay the deficit to SISC. Change to the contractual relationship between PRISM and SISC can only be done with the approval of the PRISM Executive Committee, at the recommendation of the Committee.
7. **PERIOD OF COMMITMENT.** Any entity wishing to become a Member of the Program shall be required to agree to a commitment to remain in the Program for a period of three (3) years.
8. **APPLICATION TO THE PROGRAM.** Any California Public Entity that is a member of PRISM can become a member of the PRISMHealth Program by completing an application for coverage. New members must be approved by the Committee in a manner prescribed by them and outlined in the PRISMHealth Underwriting Guidelines.
9. **BENEFITS.** Benefits provided to Members' employees shall be as set forth in the Members' Plan Summary and as agreed upon between the Member and its recognized employee organizations as applicable.
10. **COVERAGE DOCUMENTS.** Program coverage carriers shall issue Members Benefit Plan Summaries outlining the coverage provided, including terms and conditions of coverage. Except as otherwise provided herein, coverage documents are controlling with respect to the Program.

11. **CLAIMS ADMINISTRATION.** The Program Coverage carriers will provide claims administration services for the Program.
12. **WITHDRAWAL.** The Program operates on a calendar basis, with the plan year spanning January 1st through December 31st. Members must notify the Program in writing of their intent to withdraw by July 1st (180 days) prior to the close of the plan year in which they are terming. The Member may rescind its notice of intent to withdraw no later than August 31st unless otherwise barred by the applicable provisions of Article 20 of the Agreement.
13. **Late Payments.** Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a thirty (30) day written notice of cancellation.
14. **LIAISON WITH THE AUTHORITY.** Each Member shall maintain staff to act as liaison with PRISM, their Consultants and Carrier coverage representatives.
15. **DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the Agreement.
16. **ADMINISTRATION COSTS.** PRISM shall be entitled to assess annual administration costs associated with the Program as determined by the Committee and approved by the Executive Committee.
17. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
18. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
19. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and signature on the Memorandum by the Member's designated representative, or alternate, who shall have authority to execute this Memorandum. Any Member who fails or refuses to execute an amendment to this Memorandum shall be deemed to have withdrawn from the Program on the next annual renewal date that is beyond any commitment required by paragraph 5.
20. **EFFECTIVE DATE.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon approval by the Committee and the signing of this agreement by the Members and Chief Executive Officer of PRISM.

21. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the Memorandum as of the date set forth below.

Dated: _____

By: _____
Gina Dean, Chief Executive Officer
Public Risk Innovation, Solutions, and Management

Dated: _____

By: _____

Title: _____

Member Entity: _____