



Three Year Insurance Agreement

The members of the Cooperative Health Choices of Western Wisconsin (CHC) believe that we can pursue and secure a more advantageous plan for health insurance for ourselves as a group rather than individually, and we make the following agreement:

1) That, by the authorized signature(s) on page 2, the applicant below

_____ *(fill in the name of the member applicant — any self-employed person, any for-profit or non-profit corporation, any rural utility cooperative, any trade or labor organization, any municipality (town, village, city, county, or school district) or any business partnership located in, or having a principal office in, or residing in Ashland, Barron, Bayfield, Burnett, Chippewa, Clark, Douglas, Dunn, Eau Claire, Pepin, Pierce, Polk, Price, Rusk, St. Croix, Sawyer or Washburn counties of Wisconsin)* agrees to participate in pursuing health insurance as a cooperative effort in order to secure the most advantageous plan for their employees; confirms that it is located in one of the permitted counties; and agrees with our consumer-driven and wellness-based approach to health insurance.

- 2) That upon receipt of initial premium quotes, each member of CHC has ten (10) days to notify the cooperative in writing of their continued willingness to participate in the plan they desire. If any member(s) decides to discontinue after receiving the initial quotes, the remaining organizations that accept the rates will then meet with the health insurance provider to determine if the rates are still available. If they are not, the health insurance provider will be asked to submit a second quote. If this is done, each member will again have ten (10) days after the premium quotes are received to notify all parties of their agreement to accept the premiums.
- 3) That the members agree that upon securing a health insurance plan, they will agree to be bound to that health insurance plan for a period of three (3) years.
- 4) That if any organization should fail to renew its health insurance plan during the three (3) year plan period of this agreement, and takes health insurance with another carrier within one (1) year of dropping out of the cooperative's plan, they will pay CHC twenty percent (20%) of their current cooperative insurance premium times the remaining number of months in the contract period. This payment shall be tendered no more than ninety (90) days from the start of their non-cooperative health insurance plan year. If a member dies, goes out of business or otherwise ceases to exist there will be no penalty.
- 5) That ninety (90) days prior to expiration of any year plan period, the members may consider other potential participants to this agreement based upon whether or not such participation would be of benefit to the members consistent with the purpose of this agreement, which is to pursue and secure the most advantageous health insurance premiums for the cooperative's member employees. Any individual wishing to join the cooperative's insurance pool must relocate into the cooperative's geographic area; any organization must relocate to the area and/or be incorporated in the area after the date this document is originally signed and implemented and in any case become a member of CHC. Acceptance of new members into an existing insurance pool will be subject to underwriting by the insurance carrier. Alternatively, the cooperative may elect to establish additional pools for new participants.

- 6) That should there be a dispute as to the terms of this agreement; the dispute shall be resolved through arbitration. The CHC board of directors shall select an arbitration team of three (3) representative members of the cooperative. The employee that represents the cooperative member must be the highest-ranking employee (Executive Director, President, CEO) or designee. The team shall review the dispute and shall issue a decision as to the dispute. The member that has filed the dispute is not eligible to be part of the team.
- 7) That the parties agree and acknowledge that this agreement does not constitute an insurance contract or agreement of any kind and creates no other obligations other than those specifically designated herein.
- 8) That this agreement shall be interpreted pursuant to the laws of the State of Wisconsin and any dispute that is pursued following the mandatory arbitration procedure contained herein shall be heard in St. Croix County, Wisconsin with the prevailing party being entitled to recover the attorney's fees incurred in connection therewith.
- 9) That this agreement constitutes the entire agreement of the parties.

Dated this _____ day of _____, 200_____.

Name of Employer *(for-profit or non-profit corporation or partnership, or sole proprietor)*

Name(s) of Chief Executive Officer or Partners

(signature)

(signature)

Return to:
Cooperative Health Choices of Western Wisconsin
808 Carmichael Road #298
Hudson WI 54016