

BERKSHIRE HEALTH GROUP

AGREEMENT FOR JOINT NEGOTIATION AND PURCHASE OF CERTAIN INSURANCE COVERAGES AS AMENDED THROUGH OCTOBER 3, 2016

Article 1. Purpose

This agreement is entered into pursuant to Massachusetts General Laws, Chapter 32B, Section 12, to enable the "Participating Governmental Units" as hereinafter defined to join together to negotiate and purchase hospital, surgical, medical, dental coverage and health maintenance organization coverage authorized by General Laws, Chapter 32B, Section 16, and claims administration/administrative services only coverage, Preferred Provider Organization coverage and other group health and life coverage as authorized by General Laws Chapter 32B.

Article 2. Participating Governmental Units

A "Participating Governmental Unit" is any governmental unit that executes this agreement either as of the date of this agreement or as authorized by amendment pursuant to Article 11 and which has not withdrawn from this agreement as permitted by Article 4.

Article 3. Term

This agreement shall take effect on the 10th day of May, 1990, provided that at least three governmental units have executed this agreement. This agreement shall terminate on written agreement of all "Participating Governmental Units" or upon the date that there is less than three "Participating Governmental Units".

Article 4. Withdrawal

Any "Participating Governmental Unit" may withdraw from this agreement at its discretion upon written notification to the Board of its intent to withdraw. Such notice shall be given by December 1, prior to the anniversary date of health care coverage contracts purchased pursuant to this agreement and shall take effect on such anniversary date unless another date is agreed to by the Board in writing with the withdrawing governmental unit.

Article 5. Berkshire Health Group Board

A. Powers. Except as otherwise provided in this agreement, the authority to perform and carry out the duties and responsibilities anticipated by Article 1 of this agreement shall rest in a Board to be known as the Berkshire Health Group Board. In furtherance hereof, the Board is authorized to enter into agreements to secure the services of a central administrative office, consultants and administrative personnel.

8. Board Members. The "Appropriate Public Authority" as defined in General Laws, Chapter 32B, Section 2A, of each "Participating Governmental Unit" shall from time to time appoint a "Primary Board Member" and an "Alternate Board Member." The "Alternate Board Member" shall in the absence or incapacity of the "Primary Board Member" for his or her "Participating Governmental Unit" have all of the rights and duties of such "Primary Board Member" including, but not limited to, the right to participate in and vote at all Board, Finance Committee, Steering Committee and other committee meetings, but an "Alternate Board Member" shall not have any of the rights and duties of a chairperson or other officer.

C. Term. "Primary Board Member" and "Alternate Board Member" shall serve until his or her successor is appointed by the appointing "Participating Governmental Unit" or until removed from the Board, by death or written resignation delivered to the "Appropriate Public Authority" of the "Participating Governmental Unit."

D. Chairperson and Vice Chairperson. The Board shall in January of each year elect a "Primary Board Member" as Board Chairperson and a "Primary Board Member" as Board Vice Chairperson, each for a term to expire at the election of a successor in the next succeeding January.

E. Board Chairperson's Duties. The Board chairperson shall preside at all Board meetings and shall have such other duties as the Board shall from time to time direct.

F. Board Vice Chairperson's Duties. The Board Vice Chairperson shall in the absence of the Board Chairperson perform all the duties of the Board Chairperson and shall have such other duties as the Board from time to time directs.

G. Vacancies. The Board Chairperson and Vice Chairperson shall be deemed to have resigned his or her office upon ceasing to be a "Primary Board Member" or upon submission of a written resignation to the Board. The Board shall elect a successor for the remainder of the term at a meeting in which notice for the meeting advises of the election.

H. Removal from Office. The Board Chairperson and the Board Vice Chairperson may be removed from office at a meeting called for that purpose upon a vote of at least two-thirds of all of the members of the Board.

I. Committees. The Board may have as standing committees a steering committee and a finance committee. The Board may from time to time establish such other committees as the Board shall deem appropriate.

J. Notice of Board Meetings. The Board shall from time to time adopt a schedule of meeting dates and times and shall establish a procedure to notify "Primary Board Members" and "Alternate Board Members" of meetings. Such meetings may be called by the Chairperson or in his or her absence, incapacity or refusal, by the Vice Chairperson or any three "Primary Board Members" in accordance with procedure established by the Board.

K. Quorum. A majority of the Primary Board members together with those "Alternate Board Members" standing in for Primary Board members shall constitute a quorum.

L. Vote. A majority of the quorum shall be deemed a vote except where a higher vote is required by this agreement.

M. Steering Committee. If the Board shall establish a Steering Committee, the Board shall in January of each year elect not less than five "Primary Board Members" to a committee to be known as the Steering Committee for a term to expire at the election of a successor in the next succeeding January. A person shall be deemed to have resigned from the Steering Committee upon ceasing to be a "Primary Board Member" or upon submission of a written resignation to the Board. The Board may at any meeting in which the substance of the proposed action is contained in the notice of the meeting increase or decrease (but not to less than five) the number of positions on the Steering Committee, remove a member from the Steering Committee and fill any vacancy however created. The Steering Committee shall have such authority as is from time to time granted to it by the Board. Such authority may include but is not limited to (1) establishment of advisory subcommittees; (2) right to negotiate and contract with health insurance carriers, Health Maintenance Organization and other health care coverage providers, consultants, individuals and organizations deemed to be appropriate by the Steering Committee; (3) right to negotiate and contract for life coverage authorized by General Laws, Chapter 32B; (4) right to review annual rate renewals, negotiate contract renewals, negotiate funding and other financial arrangements including an administrative services only financial agreement on behalf of the "Participating Governmental Units," to review and recommend level of coverage and any other matter authorized by General Laws, Chapter 32B, which is not specifically reserved to each respective "Participating Governmental Unit"; (5) with Board approval the right to establish a central administrative office and employ such personnel as may be necessary to carry out the purposes of this agreement; and (6) the right to perform such other of the duties as the Board shall designate pursuant to Article 7.

N. Finance Committee. If the Board shall establish a Finance Committee, the Board shall in January of each year elect not less than three "Primary Board Members" to a committee to be known as the Finance Committee for a term to expire at the election of a successor in the next succeeding January. A person shall be deemed to have resigned from the Finance Committee upon ceasing to be a "Primary Board Member" or upon submission of a written resignation to the Board. The Board may at any meeting in which the substance of the proposed action is contained in the notice of the meeting increase or decrease (but not to less than three) the number of positions on the Finance Committee, remove a member from the Finance Committee and fill any vacancy, however created. The Finance Committee shall have such authority as is from time to time granted to it by the Board. Such authority may include but is not limited to the authority (1) to select one or more banks for the deposit of premiums, capitalization charges and other payments required to administer this agreement; (2) to invest funds administered by the Board; (3) to recommend to the Board and the "Participating Governmental Units" the amounts to be allocated to claims trust funds and other funds and accounts relating directly or indirectly to this agreement; (4) to perform such of the duties as the Board shall designate pursuant to Article 9.

O. Committee Chairperson. The Steering Committee and Finance Committee shall annually elect from their respective memberships by majority vote a Chairperson and a Vice Chairperson. Election for each Committee shall be held at date selected from time to time by the Board. The term shall be until a successor is duly elected, but not for longer than 12 months. Each Chairperson shall have the usual duties of a Chairperson as from time to time

established by each Committee. The Vice Chairperson shall serve as the Chairperson in the absence or incapacity of the Chairperson. The Board Chairperson may be a Chairperson of either the Steering Committee or Finance Committee, but not both.

P. Committee Procedures. A majority of the members of a Committee together with those "Alternate Board Members" standing in for Primary Board Members shall constitute a quorum of a Committee. A committee action shall be by majority vote. A majority of the quorum shall be deemed a vote.

Article 6. Communication

Copies of the minutes of each Board meeting and Steering Committee meeting shall be mailed to the "Appropriate Public Authority" of each "Participating Governmental Unit", the town or city clerk if a municipality, and to the "Primary Board Members." Each Committee shall at least quarterly at a Board meeting report to the Board on the business and activities of such Committee.

The Chairperson of each Committee shall report to the Board through the Chairperson of the Board all significant action taken by the Committee, cause minutes to be taken of each meeting and cause a copy of the said minutes to be delivered as from time to time decided by the Board.

Article 7. Calculation of Health Insurance Premiums, Health Maintenance Organization and Administrative Services Only Charges including Preferred Provider Arrangement Charges.

A. The Board or the Steering Committee, if designated by the Board, shall with the advice and recommendations of the consultant determine the monthly rates and amounts payable by each "Participating Governmental Unit." In so determining such rates and amounts, the consultant shall utilize the rate determined to be 100% of the payment requirement for health care coverage contract(s) (including but not limited to anticipated incurred claims, administration fees, risk and trust administration expenses) as established through underwriting and actuarial estimates.

B. Notwithstanding the individual experience rating of each "Participating Governmental Unit" in determining the payment calculation: in the case of a surplus in the self-funded plans, the Board will determine whether the excess funds will remain in the trust fund to reduce the "Participating Governmental Units" future cost and expense or be distributed to the "Participating Governmental Units" employees and retirees. In the case of a deficit in the self-funded plans, additional revenue shall be raised from the "Participating Governmental Units" based on the number of each "Participating Governmental Unit's" employees and retirees covered under the contracts at the time of the Board's vote.

If the Board determines that it will deal with a surplus (deficit) in the self-funded plans through reducing (increasing) future premium costs to Participating Governmental Units, the premium(s), which shall be known as "basic premium", will be determined based on claims

experience projected forward, and the amount of reduction (increase) due to application of the surplus (reducing the deficit) will be determined and presented separately ("premium adjustment"). A new Participating Governmental Unit will be assessed the "basic premium(s)" without the "premium adjustment" unless otherwise agreed with the new Participating Governmental Unit.

C. The Board, either directly or through the Steering Committee, shall determine based upon a professional independent audit following the end of the policy year, a reconciliation of the trust fund balance for the joint purchase group. A surplus or deficit may then be shared as provided in the preceding paragraph B above.

D. Each governmental unit shall be responsible for paying all insurance, premium, administration, or claims charges which were incurred by a governmental unit or any person insured by a governmental unit prior to the effective date of its membership in the joint purchase group's coverage(s) with the insurance carrier(s). Each governmental unit shall be responsible for paying in full all "runout" claims charges from its previous cost plus arrangements which terminate upon the effective date of this agreement. Premium charges for services incurred by a governmental unit prior to the effective date of this agreement but billed to the joint purchase group after the effective date of this agreement will be billed in full to the governmental unit by the central administrative office to the carrier.

Article 8. Payment of Insurance Premiums, Health Maintenance Organization and Administrative Services Only Charges, Preferred Provider Agreement Charges.

A. If a working capital deposit or other deposit is required by a health plan provider with which the Berkshire Health Group has a contract, each Participating Governmental Unit may be required to provide to the trust fund an amount sufficient to meet such deposit requirements.

B. Each participating governmental unit on a monthly basis shall make payment to the Berkshire Health Group trust fund for the insurance premium or funding rate for all plans offered through Berkshire Health Group including, if applicable, Health Maintenance Organization capitation charges allocated to each Participating Governmental Unit. The central administrator or other designee of the Board shall determine the appropriate payment due from each Participating Governmental Unit based upon the Unit's enrollments. Participating governmental units agree to pay as billed. Adjustments, if any, will be made retroactively.

C. The Board, or Finance Committee if designated by the Board, shall contract with one or more banks to act as depository of payments. Each designated bank shall be required, as a precondition to service as such depository, to act under the direction of the Board or its designee for the benefit of the "Participating Governmental Units" and the Board and shall provide periodic reports and statements of account as required by the Board or its designee.

D. The Board shall designate a Certified Public Accounting audit firm to provide an annual audit. This report shall be provided to the Board with copies to the "Appropriate Public Authority" of each "Participating Governmental Unit."

E. Each "Participating Governmental Unit" shall receive regular reconciliation reports detailing the basis for payment requirements, and shall be entitled to conduct an independent audit at its

own expense.

F. All payment payable pursuant to this agreement shall be due and payable no later than 21 days following notice or bill from the Board or its designee. Interest at a rate determined by the Board shall begin to accrue starting on the 5th day following the due date.

G. In the event that any such payment is in arrears or in the event that the Board determines that additional funds are required due to the premium and other charges payable pursuant to this agreement, the Board upon vote of two-thirds of a quorum shall be authorized to obtain funds by (1) advances from "Participating Governmental Unit", (2) bank loans, (3) loans or other financial arrangements with providers of health care coverage, and (4) other financing arrangements, all upon such terms and conditions as the Board deems advisable. The Board shall determine the respective payments for interest and other charges allocable to each governmental unit participant.

Article 9. Eligibility Determined

The authority and responsibility of a "Participating Governmental Unit" with respect to collective bargaining or to determine eligibility for participating in a health care and life coverage contract(s) shall remain with the "Participating Governmental Unit" and shall not be affected by this agreement. All notifications of eligibility, employee direct billing, including notifications to and from affected parties of eligibility rights under General Laws, Chapter 32B, the Consolidated Omnibus Budget Reconciliation Act of 1985 and any other applicable federal and state statutes and regulations shall be the responsibility of and determined by the "Participating Governmental Unit."

Article 10. Amendment

The agreement may be amended by written agreement signed by two-thirds of all of the then "Participating Governmental Units." Additional governmental units may become "Participating Governmental Units" upon vote of at least two-thirds of all the members of the Board and such governmental unit executing such document as the Board may require in order to bind such governmental unit to all of the terms and conditions of this Agreement for Negotiation and Purchase of Health Coverage. The Board may, at its discretion, assess a one-time entrance fee on a new Participating Governmental Unit to cover installation and other costs. The Board will inform the potential new governmental unit in writing of any such fee prior to said unit's decision to join the Group.

The Berkshire County, or any other County unit that may participate in the Berkshire Health Group at any time, may incorporate an additional governmental unit into its health insurance group provided the County gives at least sixty days prior notice of its intent to the Berkshire Health Group Board and provided the Board approves said addition by a vote of at least a majority of all members of the Board. The Board may at its discretion assess a fee on the County for a new County participant with more than 50 subscribers. Towns and districts that are part of a County Group shall be represented on the Berkshire Health Group Board by the Board delegate representing the County.

Article 11. Change in Plan Design

Any plan design change following the effective date of this agreement shall not be effective until approved by a vote of at least two-thirds of all the members of the Board. Any proposed change to plan design shall only take effect on the anniversary date of the health care coverage contract(s) and upon written notice of the proposed change to the "Appropriate Public Authority" of each "Participating Governmental Unit" at least 90 days prior to the anniversary date of such health care coverage contracts. Plan design changes that are eligible for collective bargaining under MGL Ch. 32B, Sections 21-22 shall be implemented by all Participating Governmental Units on the date determined by the Board. If the Board approves plan design changes that are not eligible for Ch. 32B, Section 21-22 bargaining, any "Participating Governmental Unit" unable to implement such plan design change because of existing collective bargaining or other agreements shall be allowed to continue its respective existing coverage until such time as it is able to implement such plan design changes but not for more than one year unless approved by a vote of at least two-thirds of the full Board. A Participating Governmental Unit requesting a delay in implementing plan design changes shall make such request in writing to the Board not later than December 1st of the year prior to the anniversary date of the Berkshire Health Group's plan design change implementation. A Participating Governmental Unit that has been approved for delay in implementation of plan design change(s) shall be charged health plan rates that are expected to cover the full cost of coverage in the health plans offered by the Participating Governmental Unit and which have been approved by the Board.

Article 12. Liability Following Withdrawal or Termination of Participation

A. There shall be no liability for premium and expense following the effective date of withdrawal or termination of a "Participating Governmental Unit's" coverage under coverage contract(s) purchased through this agreement except for (1) participating governmental unit's proportionate share of any deficit in the self-funded plans determined under Article 329, (2) open premium expense and (3) subsequent expense for its Subscribers and covered members remaining (where required by law) on plans after withdrawal or termination. Any deficit payment owed by a withdrawing governmental unit shall be paid by the governmental unit within 60 days following written demand for payment.

B. A Participating Governmental Unit's proportionate share of a deficit in the self-funded plans shall be the deficiency certified as of June 30 in the fiscal year of withdrawal or termination multiplied by the quotient obtained by dividing the sum of such Participating Governmental Unit's billed rate revenue for the self-funded plans in each month in the same fiscal year by the sum of all Participating Governmental Unit's billed rate revenue for the self-funded plans in each month for the same fiscal year. If participating in a BHG dental plan, a separate calculation of proportionate share utilizing the same procedure shall be made in the event of a deficit in the dental plan. **A withdrawing or terminated Participating Governmental Unit shall not be entitled to any surplus in the trust fund.**

C. A Participating Government Unit with approval of the Board may represent one or more governmental units. The Participating Government Unit that represents a nonsignatory governmental unit shall hereinafter be referred to as the "Sponsoring Unit" and the represented nonsignatory governmental unit shall hereinafter be referred to as the "Nonsignatory Participant."

D. If a Sponsoring Unit does not withdraw or terminate participation in accordance with Article 4 of this agreement but one or more of its Nonsignatory Participants withdraws or terminates participation on the anniversary date of the health care coverage contracts purchased pursuant to this agreement, the Sponsoring Unit shall be assessed a proportionate share of any deficit in the self-funded plans certified as of June 30 for the fiscal year of a Nonsignatory Participant's withdrawal or termination determined by multiplying such deficit by the quotient obtained by dividing the sum of such Nonsignatory Participant(s) billed rate revenue for the self-funded plans in each month in the same fiscal year by the sum of all Participating Governmental Units' rate revenue, (including the rate revenue of their respective Nonsignatory Participant(s) for the self-funded plans in each month of the same fiscal year. If participating in the dental plan, a separate calculation of proportionate share utilizing the same procedure shall be made in the event of a deficit in the dental plan. The amounts as determined herein shall be billed at such times as the Board elects to the Sponsoring Unit which shall pay such amounts within 60 day of billing.

E. If a Nonsignatory Participant withdraws or terminates participation other than on the anniversary date of the health care coverage contracts purchased pursuant to this agreement or ceases to offer to its employees only those health plans sponsored by Berkshire Health Group, the Sponsoring Unit shall pay to Berkshire Health Group such share of any certified deficit in self-funded plans as determined by two-thirds vote of the Board for each fiscal year involved and shall also pay all run-out claims incurred as determined from time to time by two thirds vote of the Board. The amounts as determined herein shall be billed at such times as the Board elects to the Sponsoring Unit who shall pay such amounts within 60 days of billing. These same procedures shall be utilized for the dental plan, if applicable.

F. In addition to the foregoing, the Sponsoring Unit shall pay when billed in accordance with the Board's regular billing practices (a) open premium expense and (b) subsequent expense of the Nonsignatory Participant Subscribers and covered members remaining (where required by law) on plans after withdrawal or termination.

G. A withdrawing or terminating Nonsignatory Participant shall not be entitled to any surplus in any trust fund.

Article 13. Indemnification

A. Board Members

Each Participating Governmental Unit shall indemnify its respective "Primary Board Member(s)" and "Alternate Board Member(s)" from personal loss and expense arising from said member's or alternate member's service on and/or to the Berkshire Health Group Board, including reasonable legal fees and costs to the full extent permitted by General Laws, Chapter 258, and all other applicable provisions of law.

A. Berkshire Health Group

Each Participating Governmental Unit shall indemnify and hold harmless Berkshire Health Group and each of the other Participating Governmental Units for any and all benefit payment requirements and for any and all liability, loss and expense, including but not limited to administrative expense and legal fees and costs, that may occur at any time arising from or in connection with any and all criminal, fraudulent or negligent acts or omissions (including but not limited to failure to comply with any laws or regulations), of such Participating Governmental Unit or its present or former employees.

Article 14. Certification of Funds

Each "Participating Governmental Unit" shall appropriate adequate funds to pay when due its share of the cost for coverage contract(s) and other expense approved by the Board. The appropriate public officials shall upon request annually certify to the Board the availability of such funds.

Article 15. Initial Board Members

Each "Participating Governmental Unit" shall appoint a "Primary Board Member" and an "Alternate Board Member" to represent its respective governmental unit on the Board within 30 days following the execution of this agreement. Upon such appointment, the "Primary Board Member" and in his or her absence or incapacity the alternate representative and each of the foregoing successors appointed pursuant to the terms of this agreement is deemed to have full authority to represent the appointing "Participating Governmental Unit" and to carry out the terms of this agreement in accordance with its provisions.

Article 16. Enforcement of This Agreement

A. When the Board, by 2/3 vote of the full Board determines that a Participating Governmental Unit has violated the terms of this Agreement, other than failure to make payment due under this agreement, the Board may at any time within 90 days thereafter by 2/3 vote of the full Board terminate such Participating Governmental Unit's participation under this Agreement.

B. When the Board, by 2/3 vote of the full Board determines that a Participating Governmental Unit has not made payment due under this agreement, the Board may terminate such Participating Governmental Unit's participation under this Agreement, or the Board may without relinquishing its right to terminate or to any other remedy, take such action by majority vote of the full Board as the Board deems appropriate.

C. The Board member of the Participating Governmental Unit or the Participating Governmental Unit shall be provided with written notice that a vote may be taken pursuant to this Article at least seven days prior to the scheduled Board meeting at which a vote may be taken to terminate such Participating Governmental Unit's participation under this Agreement.

D. The effective date of termination under paragraph A or B of this Article of a Participating Governmental Unit's participation under this Agreement shall be the date specified by the Board in its vote to terminate.

Article 17. 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 described in Article 10 of this agreement. No inferences shall be drawn from any variance between this agreement and any prior written agreement.

Article 18. Governing Law

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Article 19. 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 respective parties hereto, its successors, and assigns.

Article 20. Severability

If any provision of the 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 21. Signatories

Each Governmental Unit may sign a separate copy of this agreement and such signing shall be the same as if all Governmental Units had signed the same document. After the date set forth in Article 3, in addition to the signature of the joining Governmental Unit, the signature of the Chairperson of the Berkshire Health Group Board is required. The signature of the Chairperson of the Board shall constitute certification that the Berkshire Health Group Board has voted in accordance with Article 10 to admit such joining Governmental Unit as a "Participation Governmental Unit."

Article 22. Termination

This Agreement may be terminated by written agreement signed by two-thirds of all of the then Participating Governmental Units. After all obligations including, but not limited to run out claims, have been paid or provided for, the balance of any remaining funds or the deficiency shall be shared by the then Participating Governmental Units. Each Participating Governmental Unit's share shall be determined by multiplying the remaining funds or deficit, as the case may be, by the quotient obtained by dividing for each Participating Governmental Unit the sum of such Participating Governmental Unit's subscribers in the self-funded plans in each month for the 12 months previous to the month in which the agreement to terminate becomes effective by the sum of all of the Participating Governmental Unit's subscribers in the self-funded plans for the same period.

Article 23. Participation Requirements

A. Total Participation Requirement. Participating Governmental Units agree to offer to employees all health plans sponsored by the Group. Each year at least sixty (60) days prior to the health plan anniversary date, a Participating Governmental Unit may request the Board to make an exception to this requirement if a particular health plan's network of providers does not serve the geographical area represented by the Unit or its workforce. A majority vote of the members of the Board present at a duly called meeting at which a quorum is present is required to override the requirement of total participation.

B. Exclusive Participation Requirement. Participating Governmental Units may offer to employees only those health plans sponsored by the Group and those which were offered by the Participating Governmental Units prior to the effective date of this Article. Each year at least sixty (60) days prior to the health plan anniversary date, a Participating

Governmental Unit may request that the Board make an exception to this requirement by permitting the Unit to offer a plan not sponsored by the Group. A two-thirds (2/3rds) vote of the full Board is required to override the requirement of exclusive participation.

Article 24. Waiver

If a Participating Governmental Unit presents an extraordinary and compelling case for being exempted from a specific provision in the Agreement, the Board may by a two-thirds vote of the full Board approve such a waiver.

IN WITNESS WHEREOF this agreement is signed by each governmental unit by its Board representative as defined herein as of the date indicated by its signature.

By our signatures, we, the undersigned Appropriate Public Authority (M.G.L. Chapter 32B, Section 2(a)) evidence our acceptance of the terms of this Agreement for Joint Negotiation and Purchase of Health and Life Coverages on behalf of our governmental unit.

For: _____
Participating Governmental Unit (M.G.L. Chapter 32B, Section 2(f))

Signature of Board member

Date

(Name of Board member printed)