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# Membership Application

RETAILERS ASSOCIATION of MASSACHUSETTS

MASSACHUSETTS PACKAGE STORES ASSOCIATION INC

NORTHEASTERN RETAIL LUMBER ASSOCIATION

## **How to complete your application**

Thank you for choosing the Retailers Association of Massachusetts Health Insurance Cooperative (the Cooperative) for your health insurance coverage. Enclosed you will find the information and forms necessary to complete your application.

Please read the instructions carefully and complete the five steps. The requested information should be returned immediately to your RAMHIC certified broker along with your deposit check. It is important that ALL information requested is completed accurately. Misinformation may delay the issuance of your policy.

Step 1 Sign and return a copy of the **Membership Agreement** (pages 2-6).

Step 2 If you are a current RAM, MassPack, or NRLA member, complete, sign and return the **Qualified Association Member Verification** form (page 7), and proceed to Step 4.

Step 3 If you are not a current member of either RAM or MassPack, complete the applicable association application along with a check made payable to the designated association \*(pages 8 or 9).

*Please note that you must join or be a member of one of the associations to obtain coverage from the cooperative.*

Step 4 Forward forms and dues checks to either your RAMHIC certified broker or to RAM directly.

Step 5 Contact Blue Cross Blue Shield of MA at 800-262-2583 or Fallon Health at 866-906-0099 to request a rate quote.

Thank you for taking the time to fill out this application accurately.  
A copy of all documents submitted should be retained for your files.

\* If you are entering into the **Massachusetts Package Stores Association**, please complete program document on page 8. If you are entering into the **Retailers Association of Massachusetts**, please complete the program document on page 9. Thank you.

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**Membership Agreement  
of the Retailers Association of Massachusetts  
Health Insurance Cooperative**

**THIS AGREEMENT** is made as this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Retailers Association of Massachusetts or its assigns (the Cooperative) and the undersigned Qualified Association Member located in the Commonwealth of Massachusetts, (the "Member").

**WHEREAS**, the Cooperative has applied to the Massachusetts Commissioner of Insurance (the "Commissioner") for a certificate of approval to operate as a group purchasing cooperative under St. 2010. c. 288 and M.G.L. c. 176J, §§ 12 and 13 (the "Statutes"); and

**WHEREAS**, the Member desires to become a member of the Cooperative to obtain health insurance coverage.

**NOW, THEREFORE**, in consideration of the mutual covenants and premises herein contained, the Cooperative and the Member agree as follows:

**1. Definitions.** For the purpose of this Agreement, terms herein shall carry the definition provided by 211 CMR 151.03.

**2. Representation, Member Eligibility and Warranty by the Member.** The Member represents and warrants that

(a) it is engaged in the business of providing retail services, and is a Member in good standing of a Qualified Association which has contracted with the Cooperative to obtain health insurance coverage for its members,

(b) it acknowledges that its ability to obtain health insurance coverage through the Cooperative is conditioned upon continued membership in said Qualified Association,

(c) it falls within the scope of the definition of an Eligible Small Business, as defined under 211 CMR 151.03. In particular, the applicant agrees that it does not employ more than 50 *eligible* employees in Massachusetts,

(d) if the Member is an Eligible Small Business, it shall offer the Cooperative obtained health insurance coverage exclusively to its Eligible Employees and Eligible Dependents,

(e) it has not chosen to cease being offered a Health Benefit Plan through a Group Purchasing Cooperative in the past three years.

**3. Conditions Precedent to Effectiveness of Agreement.** This Agreement shall not be effective unless and until (a) the Cooperative receives from the Commissioner, a certificate of approval as a group purchasing cooperative under the "Statute" or regulations promulgated pursuant thereto, (b) the Cooperative accepts the Member's application to become a member of the Cooperative.

**4. Bylaws, Rules, Regulations, Policies and Procedures.** The Member shall abide by the bylaws and any other rules, regulations, policies and procedures adopted by the Cooperative from time to time.

**5. Coverage.**

(a.) Upon the later of the date the Member's application for coverage has been approved, or the date upon which all conditions precedent to the effectiveness of this Agreement, as set forth in Section 3 above, have been satisfied, the Cooperative agrees to negotiate with one or more Carriers to obtain health insurance coverage for its members and provide members with the wellness services described in Section 9 of this Agreement.

(b.) Any Health Benefit Plan obtained by the Cooperative shall offer at least two dates annually for enrollment. Applicants and their Eligible Employees shall be eligible for that enrollment date following approval of this application.

(c.) The Member agrees to pay the premiums, assessments, and entry fee, if any, as provided herein, for such services and coverage, and all costs of collection thereof, including attorneys' fees.

**6. Premiums.**

(a.) The Member agrees to pay to their issuing Carrier, which has contracted with the Cooperative to issue health insurance, premiums computed in accordance with a rating plan, as amended from time to time, on file with the Commissioner.

(b.) The Member agrees to pay its premium for the initial policy in accordance with the premium payment plan established by the Carrier, filed with the Commissioner and approved by the Cooperative. The Cooperative reserves the right to amend the premium Payment Plan as the same may be amended.

(c.) The Member understands that there may be interim rate adjustments approved by the Commissioner and agrees to pay additional premiums resulting therefrom. The Member also agrees to pay additional premiums to the issuing Carrier in accordance with the bylaws or rules of the Cooperative based upon recommendations and regulations of the Cooperative or otherwise required by law.

(d.) The Member agrees to execute necessary authorization forms permitting the Cooperative or its assigns to obtain information and data required in determining the health risk of the Member and authorizing the Cooperative or its assigns to file with the appropriate authorities, loss, wellness and health data pertaining to the Member.

(e.) The Member acknowledges that a monthly administrative fee of \$4.00 per month per member may be charged to all covered individuals for the administration of the Cooperative and the wellness program discussed in section 9 below. The fee shall take the form of a premium assessment applied to the account of subscribing employees. While the fee shall not increase during a given plan year, the member understands changes in the fee amount may be made upon written notice 30 days prior to renewal.

**7. Entry Fee for New Members.** New members agree to pay to the Cooperative a one-time initial membership fee in an amount reasonably necessary to cover the cost of administering the Cooperative's programs, as determined by the Cooperative at the beginning of each plan year. The entry fee shall not exceed \$500;

**8. Reasonable Special Assessments.** The member acknowledges that in the event the Cooperative is not able to generate the resources necessary to pay its expected expenses, the Cooperative may impose a reasonable special assessment on Members to cover said expenses only. The member agrees to pay any reasonable special assessment deemed necessary by the Cooperative. Notification of a reasonable special assessment shall be given to the Member in writing 30 days prior thereto.

**9. Wellness Programs.**

(a.) the Cooperative, through a third-party Wellness Provider, Personify Health, will provide a wellness program to the Member, designed to assist the Member in following a plan which may result in reduced losses and costs. The Member may elect to cooperate by participating in the provided wellness offering. Notwithstanding the Cooperative's and third-party Wellness Provider's responsibility for administering the wellness programs, the Cooperative and the third-party Wellness Provider are in no way ensuring the well-being or increased health of the Members.

(b.) The Member is aware of the Cooperative's obligation to ensure that 33% of covered members are enrolled in the offered wellness programs and agrees to assist the Cooperative in reaching the required participation level.

(c.) The Member agrees to maintain an annual Wellness Program participation level of 50% of its eligible employees who are enrolled in a Health Benefits Plan offered through the Cooperative in order to remain eligible for membership and coverage through the Cooperative. Failure to maintain this required level of participation may result in non-renewal of membership in the Cooperative and non-renewal of coverage offered through the RAM Cooperative according to the following:

(i) Members whose participation level falls below 50% but not less than 33% in a given year, shall, upon notification, be given a probationary period of one year to increase their participation level to the required 50%. Failure to return the participation level to 50% during this period may result in non-renewal of coverage offered by the RAM Cooperative upon the following anniversary renewal date of the policy.

(ii.) Members whose participation level falls below 33% in a given year, shall be notified of their failure to comply with the terms of this membership agreement and that their coverage obtained through the RAM Cooperative may be non-renewed upon the following anniversary renewal date of the policy.

(d.) Eligible participation shall consist of the following: Covered individuals shall first enroll in the wellness offering by registering an account on the third-party Wellness Provider's online platform, and then complete a health assessment survey. Based on analysis of the behavioral risk factors identified in the health assessment, participation shall then require the covered individual to engage in targeted wellness and lifestyle coaching programs

identified in accordance with the written procedures of the wellness program. If upon review of a covered individual's health assessment, it is determined that the covered individual does not need targeted wellness and/or lifestyle coaching programs to address behavioral risk factors, participation for such individuals shall be considered complete.

(e.) For covered individuals without internet access, eligible participation may be realized by alternative means adopted by the wellness vendor.

(f.) Federal ADA standards require a reasonable alternative to be provided for access to a wellness program for people with disabilities. In conforming to the ADA requirements, the third-party Wellness Provider's platform will be optimized to work with a screen reader. For the individuals living with a disability or who do not have access to a screen reader, access to the Wellness Program will be made available through the alternative options adopted by the third-party Wellness Provider.

(g.) If a covered individual who is living with a disability cannot use any of the alternative options, including a screen reader – then a waiver, exempting said individual from the participation requirements shall be issued.

**10. Claims.** All claims arising under a Health Benefit Plan obtained through the Cooperative shall be administered, investigated, negotiated, adjusted, settled, and paid, exclusively by the Carrier issuing the certificate of coverage. The Cooperative or its Administrator or designee shall not be responsible for the handling or payment of any claims arising under a Health Benefit Plan obtained thereby.

**11. Termination of Membership and Non-renewal of Coverage.**

(a) This Agreement and the Member's membership in the Cooperative and Coverage thereunder may be terminated by the

Cooperative for failure to comply with the terms of this Agreement or the bylaws, rules, regulations, policies or procedures of the Cooperative including, but not limited to, the failure to pay premiums.

(b) The Member may withdraw its membership and coverage by giving the Cooperative prior written notice of its intention to withdraw at least sixty (60) days. Any early termination of health insurance coverage obtained through the Cooperative shall preclude the Member from obtaining health insurance coverage through the Cooperative for a period of three years.

(c) Termination of membership in a Qualified Association, which has contracted with the Cooperative to obtain coverage for its members, for any reason, including failure to pay required membership dues, shall preclude the Member from obtaining health insurance coverage through the Cooperative or an alternative group purchasing cooperative for a period of three years following expiration of their existing policy.

(d) Membership may be terminated if the Member or the Member's eligible employees and eligible dependents do not adhere to the written participation requirements adopted by the Cooperative regarding the Wellness Program described by Section 9 of this agreement. Termination for failure to participate shall be at the discretion of the Cooperative pursuant to established participation requirements.

(e) Coverage obtained by the Association Member for its eligible employees prior to withdrawal or termination from the Cooperative

shall remain in effect for the period stated within the policy issued to the covered individual and cease upon the expiration date stated in said policy.

**12. Notice.** All notices hereunder shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight courier to the Cooperative at the Address of the Administrator set forth below and to the Member at its address shown on the Cooperative's records.

**13. Reapplication.** A Member who withdraws from the Cooperative or whose membership is terminated may not reapply for membership in the Cooperative for a period of three years from the effective date of such withdrawal or termination.

**14. General.** This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts and is being executed as an instrument under seal. This Agreement may not be assigned by the Member without the prior written consent of the Cooperative. Failure of either party to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved or to terminate this Agreement arising out of any subsequent default or breach. Headings included herein are for convenience only, and shall not be used to construe this Agreement.

ON THE BASIS of the foregoing, the undersigned Member applied for membership in the Cooperative and agrees to be bound hereby if accepted as a Member in the Cooperative.

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Date: \_\_\_\_\_

(RAMHIC Use Only)

This membership is accepted and the foregoing is agreed to as of this \_\_\_\_ day of \_\_\_\_\_ .

**Retailers Association of Massachusetts Health Insurance Cooperative**

**BY:** \_\_\_\_\_



**QUALIFIED ASSOCIATION MEMBERSHIP VERIFICATION FORM**

**Company Name:** \_\_\_\_\_

**Doing Business As** *(if applicable)*: \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/Town:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Affiliated Qualified Association:**

- Retailers Association of Massachusetts     Massachusetts Package Store Association

It is understood that membership in one of the aforementioned associations is required to obtain health insurance coverage from the Retailers Association of Massachusetts Health Insurance Cooperative. I hereby certify that the business listed above is a current member of the association indicated on this form.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name** *(please print)*: \_\_\_\_\_

**MASSPACK APPLICATION FOR NEW MEMBERSHIP OR RENEWAL**

Massachusetts Package  
Store Association, Inc.  
  
181 Park Ave, Suite #5  
  
W Springfield, MA 01089  
  
(800)322-1383  
  
Fax: (413) 736-5880  
  
Email: info@masspack.org

Store Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_

Today's Date \_\_\_\_\_ Email \_\_\_\_\_

Owner \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name(s), Address(es) of other stores you own

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please accept my application for membership in the Massachusetts Package Stores Association. I am aware that by joining with other leaders in the alcohol industry, I am contributing toward the promotion and advancement of the best interest in this industry and the public that it serves.

2011 MASSPACK DUES (Includes ABL and WAABI membership)

Membership from January 1 – December 31 \$250.00

Method of payment: Please check one

Payment Enclosed     Master Card     AMEX

Card# \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_

**Make Checks payable to:**      Massachusetts Package Stores Association  
181 Park Ave., Suite #5,  
W. Springfield, MA 01089  
Phone 800-322-1383 FAX 413-736-5880  
Email: [masspack@masspack.org](mailto:masspack@masspack.org)

THANK YOU FOR YOUR SUPPORT OF YOUR ASSOCIATION

YES  NO I would be interested in actively serving on the Board of Directors of the Massachusetts Package Store Association

*Check the membership programs you are interested in:*

- Discount Paper Products:** Cash register rolls, ribbons, computer papers, copy paper
- Workers' Compensation:** Potential Dividend Available
- Digital Video Surveillance Solution**       **Cooperative Health Insurance**
- Liquor Law Liability**
- 401K/Small Business Retirements**       **Credit Card Program**
- Store Insurance:** Fire and Liability       **Payroll Services**



# RAM MEMBERSHIP APPLICATION

Name of Company: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Email Address \_\_\_\_\_

Type of Business \_\_\_\_\_ FEIN \_\_\_\_\_

- |  |   |                                      |
|--|---|--------------------------------------|
| <input type="checkbox"/> Apparel/Accessory | <input type="checkbox"/> Hardware Store     | <input type="checkbox"/> Pharmacy    |
| <input type="checkbox"/> Department Store  | <input type="checkbox"/> Auto Parts         | <input type="checkbox"/> Shoe Store  |
| <input type="checkbox"/> Food Store        | <input type="checkbox"/> Home Entertainment | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Furniture Store   | <input type="checkbox"/> Jeweler            |                                      |

Number of Locations \_\_\_\_\_ Total Number of Employees \_\_\_\_\_

Amount to Dues Paid \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

**Investment Schedule**

		Annual Gross Sales	Membership Dues
First year dues:	\$50.00	Up to \$500,000	\$175.00
Second Year dues:	\$125.00	\$500,000-1,000,000	\$225.00
Third year and beyond:	Annual dues are based	\$1,000,000-1,500,000	\$275.00
	on previous year's	\$1,500,000-2,500,000	\$500.00
	gross sales amount	\$2,500,000-5,000,000	\$1,000.00
	in Massachusetts ( <i>see right</i> )	\$5,000,000-7,500,000	\$1,500.00
		\$7,500,000-10,000,000	\$2,000.00
		Over \$10,000,000	\$2,000.00
		+ \$10,00 per additional \$10M in sales	

*Please return completed application with check to:  
**Retailers Association of Massachusetts**  
**18 Tremont Street, Suite 810, Boston MA 02108***