



MEMORANDUM

TO: Larry Isaak, President, Midwestern Higher Education Compact
Mary Feilmeyer, MHEC Director of Communications and Program Officer
Rob Trembath, Director of Cost Savings Initiatives & MHEC Legal Counsel

FROM: David Longanecker, Executive Director
Jere Mock, Director, Programs and Services

RE: Western Institutions' Participation in the Master Property Program and the Property & Casualty Program

DATE: May 14, 2004

Here is a revised draft of the agreement that incorporates the suggestions from yesterday's conversation. As we mentioned, we will seek the WICHE Commission's approval of this arrangement next week. Please let us know if we omitted any of the suggested changes or if any of the language needs to be changed.

An Agreement between the Midwest Higher Education Compact (MHEC) and the Western Interstate Commission for Higher Education (WICHE) for Western Institutions' Participation in the Master Property Program and the Property & Casualty Program

Program Identification

The programs will be referred to as the MHEC Master Property and Property & Casualty Program in collaboration with the Western Interstate Commission for Higher Education (WICHE).

Revenue Sharing

1. An administration fee of 1.25 percent will be assessed by MHEC on the MPP and P&CP participating institutions in the WICHE region.
2. Revenues from the administration fee will be split evenly between MHEC and WICHE.
3. A roster of participating institutions in the WICHE region will be provided to WICHE on a quarterly basis.

Program Marketing

1. WICHE will inform the State Higher Education Executive Officers and institutional leaders throughout its region about the WICHE collaboration with the MHEC Master Property Program and Property & Casualty Program and invite institutional participation, consistent with the MPP/PCP Oversight Committee prospect procedures protocol. Institutions that want more information or to pursue a quote from Marsh will be referred to Mary Feilmeyer at MHEC.

To receive a quote, the institutions must be willing to provide:

- a. Statement of insurable values by building name
 - b. Library values
 - c. Fine art values
 - d. Business interruption worksheets
 - e. 5-year loss history
 - f. Loss control reports (if available)
2. MHEC will develop Master Property Program and Property & Casualty Program marketing brochures for the 2004 and 2005 renewal periods that will be distributed to institutions in the WICHE region. The MHEC and WICHE names and logos will be prominently displayed on the brochures' front covers. WICHE will cover the costs of the brochures for Western institutions.
 3. Members of MPP Oversight Committee will inform their colleagues at institutions in the WICHE region about the WICHE/MHEC collaboration and pursue opportunities to promote the program during regional and national meetings of risk management professionals and institutional business officers.
 4. Representatives of MHEC, the MPP Oversight Committee, and/or Marsh may be asked to attend meetings organized by WICHE to inform representatives of institutions in the WICHE region about the MPP and P&CP. If members of the MPP Oversight Committee participate in these meetings, WICHE will cover their travel costs.

Program Oversight

1. Institutions from the WICHE region that participate in the Master Property Program or the Property & Casualty Program will be invited to join the MPP and P&CP committees.
2. Institutional or system representation on the Oversight Committee will grow in sync with the membership, as follows:

Institutional or system members/Committee representatives: 3 institutional or system members/1 committee representative; 8/2; 13/3; 18/4; 23/5, etc.

As appropriate, a WICHE staff member will be invited to participate in the committees' on-site and teleconference meetings.

3. WICHE will determine and administer travel cost reimbursement policies and procedures for institutional representatives from the WICHE region.

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4. Participants from the WICHE region will be invited to attend the MHEC loss control workshops; MHEC will consider holding a future workshop in the West and invite current and prospective members from Western institutions.
 5. A WICHE staff member will be invited to participate in the annual higher education summit organized by Marsh, the loss control workshops, and other relevant meetings.

**An Agreement Between the Midwestern Higher Education Commission (MHEC)
and the Western Interstate Commission for Higher Education (WICHE) for
Western Institutions' Participation in MHECare**

Recitals

- 1) MHEC has developed a student health benefits program called MHECare;
- 2) MHEC has entered into a contract with Mercer Health & Benefits LLC (Mercer) to serve as the Program Administrator for MHECare;
- 3) As part of MHECare, MHEC has entered into a contract with United Healthcare Insurance Company (UHC) to provide student health insurance coverage for the benefit and use by the public and not-for-profit institutions of higher education located in the MHEC member states and their students;
- 4) MHEC conducted competitive bid processes prior to entering into the contracts with Mercer and UHC;
- 5) WICHE desires to have MHECare be made available for use by the public and not-for-profit institutions of higher education located in the WICHE member states and their students.

Terms

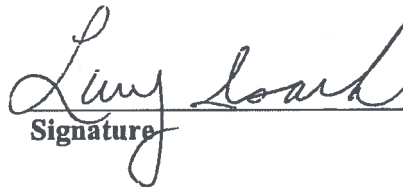
- 1) MHECare, including the MHECare program administrative services and the MHECare student health insurance coverage, shall be made available for use by WICHE member public and not-for-profit higher education institutions.
- 2) From time-to-time, as determined by MHEC and its Student Health Benefits Committee, MHEC may add and/or change the MHECare student health insurance coverage providers and/or the MHECare Program Administrator. Any such additions or changes shall be preceded by competitive bid processes.
- 3) Term. This Agreement shall become effective on the date both parties have executed it and shall remain in effect indefinitely. Either party may terminate the agreement, with or without cause, by providing the other party 30 days written notice. All WICHE institutions participating in MHECare at time of termination of this Agreement shall continue to be allowed to participate in MHECare until their then current agreement with the MHECare student health insurance coverage provider expires.
- 4) An Administrative Fee will be assessed by MHEC on the premiums paid by each student (including the premium for any dependents of the student) located in a WICHE member state participating in MHECare at a rate of 0.5 percent of the total premium.
- 5) The Administrative Fee assessed on premiums paid by students (including dependents of the student) located in a WICHE member state will be split evenly between MHEC and WICHE.
- 6) For purposes of this Agreement, North Dakota and South Dakota shall not be considered part of the WICHE region.
- 7) The Administrative Fee will be collected by the MHECare Program Administrator and paid to MHEC. Upon receipt of the Administrative Fee from the MHECare

Program Administrator, MHEC shall distribute to WICHE the WICHE portion of the Administrative Fee.

- 8) A representative number of MHECare participating institutions from the WICHE region will be invited to participate in MHECare committees as approved by the MHEC President. WICHE will determine, administer, and fund travel cost and expense reimbursement policies and procedures for institutional representatives from the WICHE region.
- 9) WICHE acknowledges and agrees that MHEC has not made any legally binding representations regarding any MHECare student health insurance coverage providers or MHECare Program Administrators and that MHEC does not guarantee or warrant the products or services of any MHECare student health insurance coverage provider and/or MHECare Program Administrator. Further, WICHE acknowledges and agrees that MHEC is not responsible for the actions or omissions of any MHECare student health insurance coverage provider, MHECare Program Administrator, institution participating in MHECare and/or any insured.

Signed


Signature


Signature

David A. Longenecker,
Name and Title
President

Barry A. Isaak,
Name and Title
President

5/14/2012
Date

5/14/12
Date

**An Agreement Between the Midwestern Higher Education Commission (MHEC)
and the Western Interstate Commission for Higher Education (WICHE) for
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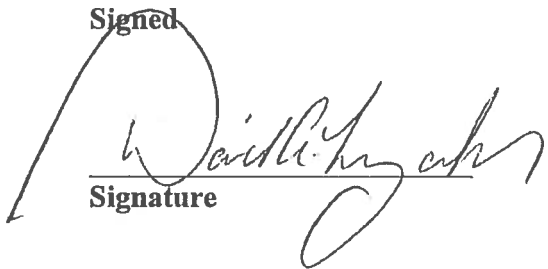
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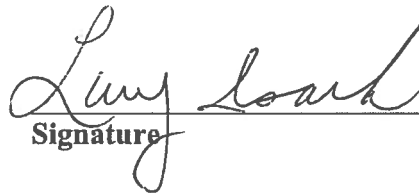
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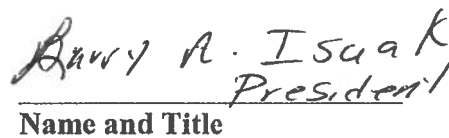
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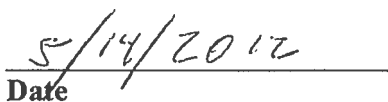
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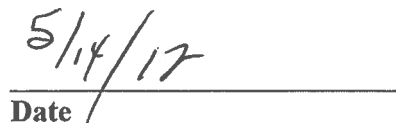

Signature


Signature


Name and Title
President


Name and Title
President


Date


Date

An Agreement between the Midwestern Higher Education Commission (MHEC) and the Western Interstate Commission for Higher Education (WICHE) for Eligibility of Western State Entities to Purchase from Various MHEC Technology Contracts

Recitals


1. MHEC has entered into various technology contracts (MHEC Contracts) for the benefit of and use by the public and not-for-profit institutions of higher education located in the MHEC member states;
2. In some instances MHEC member state and local governmental entities as well as not-for-profit entities having an affiliated interest in education may also use the MHEC Contracts;
3. MHEC conducted competitive bid processes prior to entering into the MHEC Contracts;
4. WICHE desires to have the MHEC Contracts made available for use by the public and not-for-profit institutions of higher education located in the WICHE member states; and where applicable, WICHE member state and local governmental entities and not-for-profit entities having an affiliated interest in education.

Terms

1. The MHEC Contracts made available for use by WICHE member public and not-for profit higher education institutions, and where applicable, WICHE member state and local governmental entities and not-for-profit entities affiliated with education are set forth in Exhibit A attached hereto.
2. Exhibit A may be amended from time to time by mutual agreement of the parties.
3. Individual MHEC Contracts as set forth in Exhibit A will be automatically deleted from Exhibit A upon the termination of said individual MHEC Contract.
4. The MHEC Contracts will be referred to as the MHEC Technology Contracts in collaboration with the Western Interstate Commission for Higher Education.
5. An administrative fee will be assessed quarterly by the non-MHEC signatory to each of the MHEC Contracts (the "Vendor") on all entities in the WICHE region purchasing from the MHEC Contracts ("Administrative Fee"). The Administrative Fee for each contract is detailed in that contract and is available on the MHEC technology website (www.mhctech.org).
6. The Administrative Fee assessed on entities in the WICHE region will be split evenly between MHEC and WICHE.
7. Upon receipt of the Administrative Fee from the Vendor, MHEC shall distribute to WICHE the WICHE portion of the Administrative Fee.
8. WICHE shall inform entities in the WICHE member states about the MHEC Contracts when asked.
9. WICHE acknowledges that MHEC is not liable or responsible for the acts or omissions of the Vendors on the MHEC Contracts.


9. This Agreement shall supersede all previous agreements between the parties as to its subject matter and shall terminate upon thirty (30) days prior written notice by either party. In the event this Agreement is terminated, each MHEC Contract set forth in Exhibit A at the time of termination shall remain available for use by WICHE entities until said MHEC Contract expires or is terminated.

Signed



Signature
DAVID A. LONGENECKER
PRESIDENT

Name and Title



Signature
LARRY A. ISAAC
PRESIDENT

Name and Title

7.15.09

Date

7/31/09

Date