

**Association Health Plan
Employer Participation Agreement**

This Employer Participation Agreement (this “Agreement”) entered into between the Oklahoma Chamber Blue Association (the “Association”) and _____ (the “Employer Member”) is effective _____, 20__ (the “Effective Date”). The Association and the Employer Member may be referred to separately as a “Party” and collectively as the “Parties.”

**Article 1
Definitions**

1. “Association Health Plan,” “AHP,” “Plan,” or “Oklahoma Chamber Blue Association Health Plan” means the health plan established by the Association for the benefit of the participating Employer Members, Eligible Employees, and their Dependents, as determined by the terms of the AHP, which is intended to qualify under section 3(5) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) as a single employer plan.

2. “Association” means the Oklahoma Chamber Blue Association, which has Employer Members throughout the seventy-seven (77) counties comprising the state of Oklahoma. The Association is a committee of the State Chamber of Oklahoma (the “Chamber”).

3. “Beneficiaries” means the Dependents of Participants.

4. “By-Laws” means the by-laws of the Association.

5. “Certificate of Benefits” means the document issued by the Issuer to the Association, via an electronic file or access to an electronic file or otherwise, as applicable and as specified on the BPA, for delivery to each Subscriber. It is the primary document for describing the benefits under the AHP for Participants and their Beneficiaries and is part of the Plan and Summary Plan Description.

6. “Coverage Classification” means the type of coverage elected by AHP Participants and the coverage tier (e.g., Employee, Employee plus Spouse, Employee plus Child(ren), or Employee plus Family).

7. “Dependents” refers to a spouse, Dependent Child, and/or other dependents of Eligible Employees who have the right to enroll in coverage under the terms of the AHP.

8. “Dependent Child” means a natural child, a stepchild, an eligible foster child, an adopted child or child placed for adoption (including a child for whom the Eligible Employee or his or her spouse, or Domestic Partner if Domestic Partner coverage is elected, is a party in a legal action in which the adoption of the child is sought), under twenty-six (26) years of age, regardless of presence or absence of a child’s financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. A child not listed above who is legally and financially dependent upon the Eligible Employee or spouse

(or Domestic Partner, if Domestic Partner coverage is elected) is also considered a Dependent Child under the Plan, provided proof of dependency is provided with the child's application.

9. "Eligible Employees" refers to employees in the State of Oklahoma of Employer Members, who are actively at work, work a minimum of twenty-four (24) hours per week, and have the right to enroll in coverage under the terms of the AHP.

10. "Employer Member" means an employer in the State of Oklahoma who is a member of the State Chamber (including Small Business Chamber Alliance members), and who participates in the AHP. Such an employer must have no fewer than two (2) but no more than fifty (50) Eligible Employees. For purposes of determining the number of Eligible Employees, a working owner may be counted toward the number of Eligible Employees. An Employer Member is no longer eligible to participate in the AHP if it: (1) does not comply with the terms and conditions of this Agreement; (2) fails to make required payments when due (or within the Grace Period) as stated herein; or (3) is no longer eligible due to operation of law.

11. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder.

12. "Grace Period" means a period of thirty (30) days following a missed Payment or a Payment for less than the Payment Amount.

13. "Group Contract" means the Group Administration Document, the Benefit Program Application, the Certificate of Benefits, and any other applications, riders, enclosures, addenda, exhibits and amendments or endorsements, if any, between the AHP and the Issuer.

14. "IRC" means the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

15. "Issuer" means the insurance company that has issued the Group Contract and that will provide and administer group health plan benefits on a fully-insured basis with respect to Participants and Beneficiaries.

16. "Management Fee" means the amount payable by the Employer Member to the Chamber for services provided in connection with the establishment and maintenance of the AHP.

17. "Open Enrollment Period" means a period of thirty-one (31) to forty-five (45) days occurring annually near the end of the plan year during which Eligible Employees may become Participants.

18. "Participant Contribution" refers to the amounts withheld from Participant paychecks to pay the cost of the Premium.

19. "Participants" are Eligible Employees who are enrolled in the AHP.

20. “Payment Amount” or “Payment” means amounts required to be paid by the Employer Member under this Agreement, and includes both the Premium and the Management Fee.

21. “Premium” means the payment required of the Employer Member under this Agreement to secure coverage for Participants and Beneficiaries under the terms and conditions of the AHP.

22. “Qualified Beneficiary” means a Participant or Beneficiary who qualifies for continuation coverage under state or federal law.

23. “Qualifying Event” means, but is not limited to, the birth or adoption of a child, marriage, loss of other coverage, or a permanent move.

24. “Service Fee” means a commission payment to a Service Provider to provide administrative services to the AHP.

25. “Service Provider” means any licensed producer, consultant, broker, or person acting on behalf of the Employer Member who provides administrative services.

26. “Subscriber” means a Participant and each of his or her Dependents (if any) enrolled in the AHP.

27. “Summary of Benefits and Coverage” or “SBC” is a concise document, detailing simple and consistent information about the Plan benefits and coverage.

28. “We,” “Us,” and “Our” means the Association and the AHP.

29. “You” or “Your” means the Employer Member that has accepted this AHP Agreement by executing the same.

Article 2 Plan Adoption and Activation

1. By signing this Agreement, the Employer Member hereby adopts the terms of the AHP and agrees to be bound by the By-Laws and other rules of the Association and AHP, as amended from time to time. Employer Member has the right to request a copy of these agreements from the Association at any time. Employer Member will be entitled to offer the AHP to its Eligible Employees and their Dependents. Employer Member will enjoy all the rights and privileges associated with the AHP and will be charged with all of the responsibilities that such participation entails as set forth in this Agreement and the AHP, including but not limited to, any requirements regarding participation and billing and payment of the Payment Amount.

2. Employer Member will use a Service Provider and said Service Provider will be paid a Service Fee by the Issuer.

Article 3
Agreement to Conditions of Issuance and Group Contract

1. By signing this Agreement, the Employer Member agrees to be bound by the applicable terms and conditions of the Group Contract and the COBRA Administration Agreement for the Association and Plan. Employer Member has the right to request a copy of these documents from the Association at any time.

2. The Employer Member understands that only Eligible Employees and their Dependents are eligible for coverage.

3. The Employer Member agrees that it is acting for and on behalf of itself and as the agent and representative of Eligible Employees, and it is agreed and understood that the Employer Member is not the agent or representative of the Plan.

4. The Employer Member must furnish the Issuer with any data required by the Issuer for coverage of Subscribers under the AHP. Data includes, by is not limited to, records and information provided for determining eligibility and/or premiums for the Group Contract. In addition, the Employer Member must provide prompt notification to the Issuer of the effective date of any changes in a Subscriber's coverage status under the Group Contract.

5. All such notifications by the Employer Members to the Issuer (including, but not limited to, forms and tapes) must be furnished in a format approved by the Issuer and must include all information reasonably required by the Issuer to effect changes. It is also Employer Member's obligation to obtain the required consent(s) from the Subscribers to contact Subscribers by telephone, or text, including by pre-recorded message, artificial voice, or by use of an automatic telephone dialing system. Minor clerical errors in keeping or reporting data relative to coverage under the Group Contract will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise validly terminate. Examples of such minor clerical errors include, but are not limited to, errors appearing in an individual's name, address or birth date as well as typographical errors. The term "minor clerical errors" as used herein does not include Employer Member errors which materially affect an individual's coverage under the Group Contract. It is further understood and agreed that the Employer Member is liable for any substantive error made by the Employer Member in keeping or reporting data which may materially affect an individual's coverage under the Group Contract and for any benefits paid for a terminated Subscriber if the Employer Member had not timely notified the Issuer of such Subscriber's termination. All such data is property of, and owned by, the Issuer.

6. In the event of errors or delays in recording or reporting data by the Employer Member, retroactive changes will not be made effective prior to the current month and two (2) previous months.

7. During the term of this Agreement and within one-hundred eighty (180) days after the termination of this Agreement, the Association or Issuer may, upon at least thirty (30) days prior written notice to the Employer Member, conduct reasonable audits of the Employer Member's records with respect to eligibility.

8. The Association may establish new Premiums for any of the individual or aggregate benefits under this Agreement on any of the following dates or occurrences, upon which further Premiums shall be paid.

- a. Whenever the benefits under the Group Contract are changed;
- b. Whenever a class of persons is made eligible or is eliminated from eligibility;
- c. Whenever the enrollment in the Association or in an Employer Member's subscribers fluctuates by ten percent (10%) or more; and
- d. Whenever there is a legislative or regulatory mandate, requirement, new tax, or change in benefits which would require additional premiums.

Article 4 Premiums; Management Fee

1. Employer Member is required to pay the monthly Premium, in the time and manner set forth below, on behalf of the Employer Member's Subscribers as part of Your Payment Amount. The Payment Amount will be calculated based on the number of Participants and the number of Beneficiaries that are shown in the Issuer's enrollment records at the time of calculation. Your Payment Amount will be drafted automatically from your chosen account on the fifteenth (15th) day of the immediately preceding month for every month You are enrolled in the Plan.

2. If the age, geographic location, number of family members, or other factors relating to a Subscriber under this Agreement upon which a particular premium is based have been misstated, the Employer Member may be responsible for paying the Association an adjusted amount which will provide the Association with the correct premium calculated from the coverage date of a particular Subscriber. The Association may make retroactive adjustments for any additions or terminations of Participants or Beneficiaries or changes in coverage that are not reflected in Issuer records at the time the Issuer calculates the Premium. No such adjustments will be made for changes which occurred more than sixty (60) days prior to the date We receive notification of the change from You.

3. You must notify Us and the Issuer in writing within thirty-one (31) days of the effective date of any termination of Participants or Beneficiaries. You must notify Us and the Issuer of any new enrollment, including a new enrollment because of a Qualifying Event, by the fifteenth (15th) day of the month in order for coverage to be effective as of the first (1st) day of the following month. Otherwise, coverage will begin on the first (1st) day of the next subsequent month. You must also notify Us and the Issuer in writing each month of any change in the coverage classification of any Subscriber.

4. We reserve the right to change the schedule of Premium amounts at any time if such amount was determined based on a material misrepresentation. If this happens, We may change the Premiums retroactively to the Effective Date of this Agreement.

5. Each Payment invoice that You receive will include any applicable Management Fee. It is important that You pay the Management Fee solely out of your company's general assets, i.e., the funds that belong to your business and not funds attributable to Participant Contributions.

No Participant Contributions can be used to fund the Management Fee. Your participation in the AHP means that You agreed to this requirement. The Management Fee collected from all Employer Members will be distributed directly to the Chamber for services provided to the Association and/or the Plan in connection with the establishment and maintenance of the AHP. Payment of the Management Fee will be due at the same time as the Premium.

6. The Premium and Management Fee together are referred to as the Payment Amount or Payment under this Agreement. Your Payment Amount must be paid in advance by automated payment by You on a monthly basis. The first Payment is due and payable on the receipt of Your first bill. Subsequent Payments are due and payable by automated payment no later than the fifteenth (15th) day of each payment period as specified in the invoice while this Participation Agreement is in force. Participant Contributions must be used to fund the Premium.

7. A charge for late payments will be assessed for any Payment not received within ten (10) calendar days following the due date. A service charge may be assessed for any payment rejected for insufficient funds or other form of payment that is rejected by a financial institution. Any Payment of less than the full Payment Amount shall be treated as though no Payment was received. All Payments must be accompanied by documentation that states the names of the Participant(s) for whom the Payment is being made. In the event of a delinquency, You may be charged attorneys' fees and any other costs related to the collection of the Payment amount.

8. A Grace Period of thirty (30) days will be granted for any Payment not received by the due date. During the Grace Period, Your Participants' coverage under the AHP will continue in force, but the payment of claims may be delayed or suspended, and coverage will not extend beyond the Termination of this Participation Agreement. You are liable for the Payment Amount during the Grace Period. If We receive written notice from You to terminate the coverage during the Grace Period, We will adjust the Payment Amount so that it applies only to the number of days that coverage was in force during the Grace Period. Coverage terminates as described in the Termination of Coverage Article of this Agreement if the Grace Period expires and the Payment Amount remains unpaid. To the extent You fail to timely pay the Participant Contribution to the Issuer, You agree that you are solely responsible for any resulting loss of coverage and will indemnify the Association and the AHP for any resulting negative consequences, penalties, lawsuits, etc.

9. Members of the Chamber meeting the qualifications to become Employer Members of the AHP may begin participation in the AHP on the first day of any month of the plan year. The plan year shall run from January 1 to December 31. Renewal for any Employer Member wishing to continue participation will occur on January 1.

10. Eligible Employees of Employer Members may enroll for coverage under the AHP during an initial enrollment period of thirty-one (31) days, which will immediately precede the Effective Date of this Agreement as stated above.

11. An Open Enrollment Period of at least thirty-one (31) days but no more than forty-five (45) days will be provided annually during which Eligible Employees may enroll for coverage

under the AHP. The approximate dates for each Open Enrollment Period will be from the middle of November to the middle of December of each plan year.

12. The AHP also provides for special enrollment opportunities upon the occurrence of certain Qualifying Events, including, but not limited to the birth of a child or the marriage of a Participant. Refer to Your Certificate of Benefits to learn more about these special enrollment opportunities.

Article 5

Your Obligations to Disclose Information About Benefits and Services

1. ERISA requires that a group health plan's covered benefits and limitations, as well as rights and responsibilities of Participants and Beneficiaries, be explained in the Summary Plan Description ("SPD"). By signing this Agreement, You agree to distribute the SPD to Your Participants within ninety (90) days of when they become covered under the Plan; and within thirty (30) days of a written request from a Participant or Beneficiary or their authorized representative as required by U.S. Department of Labor regulations. After adopting the terms of the AHP, You are further required, on an annual basis, to distribute to Your Participants and their Dependents, free of all cost, the Plan Document and the SPD. Because AHP benefits are fully insured, the SPD will "wrap-around" or be attached to a Certificate of Coverage and Schedule of Benefits, as well as any riders and amendments, issued by the Issuer.

2. Employer Member agrees to receive on behalf of its Subscribers all notices delivered by the Plan and to forward such notices to the person involved and their last known address.

3. When SPDs are changed to modify the benefits provided under the AHP, changes must be disclosed to AHP Participants. When this happens, the Association may either issue a new SPD to You or a Summary of Material Modifications ("SMM") which is a description of the change that must be furnished to AHP Subscribers. You agree to distribute the new SPD to Your Subscribers on receipt from the Issuer. You must distribute Your updated SPD in the same manner as the SPD explained above and consistent with U.S. DOL regulations.

4. Employer Member agrees to promptly notify the Issuer, the Association, and/or their representatives when a covered employee terminates employment or otherwise has a qualifying event that might entitle the covered employee to continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 and its applicable regulations ("COBRA"). Employer Member agrees to make itself aware of its obligations under COBRA especially as it relates to employee ices that might be required by COBRA.

5. You agree to indemnify Us, the AHP, the Issuer, and their employees, agents, directors, officers, and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments, or other obligations which may arise, directly or indirectly, from Your failure to comply with Your obligations as set forth in this Agreement. As it relates to COBRA specifically, and Vimly Benefit Solutions, Inc. ("COBRA Administrator") who handles the COBRA administration for Us:

- 5.1. General Indemnification. You agree to indemnify, hold harmless, and defend Us and COBRA Administrator and their directors, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees We and/or COBRA Administrator may incur or be asked to pay), which arise, directly or indirectly, from Your act or omission to act in relation to COBRA administration under the Plan, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees We or COBRA Administrator may incur or be asked to pay) arising under any law.
- 5.2. Survival of Provision. The provisions of Section 5.1 will survive the termination of this Agreement.

Article 6 Association Health Plan

1. You acknowledge that only the Association and its delegates in its and/or their sole discretion, is allowed to amend the AHP. However, the AHP may be amended retroactively only to the extent permitted by law. All amendments will be in writing signed by the Board of Directors of the Association (or other persons with governing authority). You further acknowledge that the Association has the right to terminate the AHP at any time. This Agreement will automatically terminate if the AHP is terminated.

2. By signing this Agreement, You agree to be bound by the By-Laws and other rules of the Association. You also agree to comply with all reasonable requirements of the Association for the efficient and lawful operation and administration of the AHP. Without limitation, You agree, upon the reasonable request of the Association, the Issuer or its or their designee to provide, on a timely basis, all notices, communications and other materials respecting the AHP to Subscribers, and to provide to the Association or Issuer, as applicable, on a timely basis, all requested information concerning the Plan, including enrollment and eligibility information.

Article 7 Termination of Coverage

1. This Agreement and all benefits covered by the AHP under this Agreement shall automatically terminate with respect to Participants and Beneficiaries on the earliest of the dates specified below:
 - a. On the last day of the Grace Period if any part of Your Payment Amount remains unpaid. You remain liable for the Payment for the period of time this Agreement remained in force during the Grace Period.
 - b. On the date We specify, after thirty (30) days written notice to You, that this Agreement shall be terminated with respect to Your coverage due to Your violation of its rules.

- c. On the date We specify, after thirty (30) days written notice to You, that this Agreement shall be terminated with respect to Your coverage due to Your failure to comply with the By-Laws or other documents under which the AHP is operated.
 - d. On the date We specify, in written notice to You, that this Agreement shall be terminated because You provided Us with false information affecting the Agreement or the provision of coverage under this Agreement. In this case, We reserve the right to rescind this Agreement back to the effective date. Any unearned premium will be refunded retroactive to the point of the first day of the month of termination or to the point of the last claim.
 - e. On the date specified by You, after at least thirty-one (31) days prior written notice to Us, that Your coverage under the Agreement shall be terminated.
 - f. On the date We specify, in written notice to You, as a result of You no longer being a member in good standing of the Oklahoma State Chamber Association.
2. Upon any termination of coverage under the Plan, You are and will remain liable to Us for the payment of any and all Payment Amounts that are unpaid at the time of termination, for any period during which this Agreement was in force during the Grace Period preceding the termination.
 3. Employer Member understands the effective date of termination for a person who ceases to meet the definition of Eligible Employee or Dependent is the end of the monthly billing cycle during which the person ceases to meet the definition of Eligible Person or Dependent.
 4. Dependent Children under the age of twenty-six (26) are eligible for coverage until their twenty-sixth (26th) birthday. A Dependent Child who is medically certified as disabled and dependent upon the Eligible Employee or his/her spouse (or Domestic Partner, if Domestic Partner coverage is elected) is eligible to continue coverage beyond the limited age of twenty six (26), provided the disability began before the child attained the age of twenty-six (26).

Article 8

Employer Member Representations and Acknowledgements

1. Employer Member represents that the Employer Member is a member in good standing of the State Chamber or the Small Business Chamber Alliance.
2. Employer Member represents that the Employer Member has read this Agreement and agrees to be bound by its terms.
3. Employer Member agrees to be bound by the terms of the AHP and the Group Contract, and understands that compliance with its terms is a prerequisite to the provision of coverage and services to the Participants.
4. Employer Member agrees the agent(s) or agency(ies), specified in writing by the employer as its Agent of Record (“AOR”) is authorized by the employer to act as its representative in negotiations with and to receive commissions from BCBSOK, a division of Health Care Service Corporation (“HCSC”), a Mutual Legal Reserve Company, and HCSC subsidiaries for the

Employer Member's benefit programs. The AOR is authorized by the Employer Member to perform membership transactions on behalf of Employer Member, and is authorized to conduct such transactions through the Employer Member's web portal known as Blue Access for Employers ("BAE"). The appointment will remain in effect until withdrawn or superseded in writing by the Employer Member.

Article 9 Participation Requirements

1. The Association may request information from the Employer Member on a periodic basis to determine the Employer Member's compliance with the minimum group participation requirements, if any.
2. The percentage of enrollment of Eligible Employees which may be required to be maintained is 75%.
3. A person whose eligibility has been continued, as set forth in the Certificate of Benefits or other appropriate document, will count toward the percentage and number of Eligible Employees which may be required to be maintained as described above.
4. The following persons will not count against the required percentage of enrollment as described above:
 - a. an Eligible Employee who is enrolled in COBRA Continuation Coverage provisions; or
 - b. an Eligible Employee with coverage through any other health care program.
5. The minimum contribution amount which is required from the Employer Member is 50% of the premium for Employee Only Coverage.

Article 10 General Provisions

1. Except as expressly provided herein, this document contains the entire agreement between the parties and supersedes any prior discussions, negotiations, representations, or agreements among them respecting the subject matter. Except as may be otherwise provided in this Agreement, amendments to this Agreement are effective on the date We specify. No change will be made to this Agreement unless made by a written Amendment that is signed by both parties.
2. You must furnish Us and the Issuer with all information reasonably required with regard to any matters pertaining to this Participation Agreement. We and the Issuer may, at any reasonable time inspect: (1) all documents furnished to You by any individual in connection with coverage under the AHP; (2) Your payroll (for purposes of confirming eligibility to participate in the AHP); and (3) any other records pertinent to the AHP coverage provided pursuant to this Agreement.

3. The Parties agree that all personal information, including information and records with respect to benefits under the AHP will be treated as confidential by both Parties. Notwithstanding the foregoing, We have the right to release any and all records concerning health care services which are necessary to implement and administer the terms of the AHP, including records necessary for appropriate medical review and qualify assessment, or as We are required by law or regulation.

4. You agree that, during the term of this Participation Agreement, you will remain a member in good standing with the Association.

5. If any provision of this Agreement or the application of any provision to any person or circumstance is determined to be unenforceable to any extent, the remaining provisions of this Agreement shall remain in effect if the essential provisions of this Agreement for each Party remain enforceable.

6. Participants may elect to continue coverage under the AHP (at their own expense) under certain circumstances that would ordinarily end AHP coverage. The rules and procedures governing these rights to continuation of coverage under COBRA are set forth in the Plan and/or SPD.

7. The term “systems” as used in this provision means systems that the AHP has made available, or arranged with the Issuer to make available, to Employer Members to facilitate the transfer of information in connection with this coverage.

a. The AHP and its service provider(s) grant Employer Members the nonexclusive, nontransferable right to access and use the functionalities contained within the systems, under the terms set forth in this Agreement. Employer Members agree that all rights, title, and interest in the systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the systems will remain property of the AHP and/or the Issuer. Employer Member will obtain, and be responsible for maintaining, at its own expense, the hardware, software, and Internet browser requirements We provide to the Employer Member. The Employer Member is responsible for obtaining an internet service provider or other access to the Internet to Participants.

b. The Employer Member will not: (1) access systems or use, copy, reproduce, modify, or excerpt any of the systems’ documentation provided by Us in order to access or utilize the systems, for purposes other than are expressly permitted under this Agreement, or (2) share, transfer, or lease its right to access and use systems, to any other person or entity which is not a party to this Agreement.

c. The Employer Member will comply with Our security procedures to protect the system, its functionalities, and data accessed through the systems from any unauthorized access or damage (including damage caused by computer viruses). The Employer Member will notify Us immediately if any breach of the security procedures, such as unauthorized use, is suspected.

d. The Issuer reserves the right to terminate the Employer Member’s system access: (1) on the date the Employer Member fails to accept the hardware, software, and browser requirements provided by Us, or (2) immediately on the date We reasonably determine that the Employer Member has breached, or allowed a breach of, any applicable

provision of this Agreement. Upon termination of this Agreement, the Employer Member agrees to cease all use of Our systems, and We will deactivate the Employer Member's identification numbers and passwords and access to the system.

8. The Association will not be deemed or construed to be the common law employer of Plan Participants and is not responsible for fulfilling any duties of an employer other than those in connection with the AHP. The Association does not agree to assume any of Your obligations. No statements, representations, or communications by the Association should be construed as legal, medical, or tax advice and should not be relied on as such.

9. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to its conflict of laws provisions. Any legal suit, action, or proceeding arising out of or based upon this Agreement shall be heard and decided only in the state or federal courts located in Oklahoma City, Oklahoma, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. This Agreement will not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. The provisions of this Agreement are for the sole and exclusive benefit of the Parties hereto and no third party beneficiary is intended or will be entitled to rely hereon.

11. Headings and numbers in this Agreement are included for convenience of reference only. If there is any conflict between any of the numbers and headings and the text of this Agreement, the text will control.

12. None of the benefits, payments, proceeds, or claims of any Employer Member or of a Participant or Beneficiary will be subject to any claim, attachment, or garnishment of any creditor, nor will any Participant or Beneficiary of an Employer Member have any right to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or payments which are expected to be received under the AHP, and any attempt to accomplish the same will be void.

13. All notices required or permitted by this Agreement shall be in writing and shall be personally delivered in return for a receipt or sent by certified mail, return receipt requested, or by overnight courier, to the addresses set forth below, or transmitted to the email address for each Party set forth. All notices shall be deemed given on the date of delivery or, if sent by (a) mail as provided above, on the third business day after the date of deposit in the U.S. mail, (b) courier as provided above, on the next business day after delivery to the courier, or (c) email as provided above, upon receipt if sent prior to 5:00 p.m. local time at the address of the addressee, or on the next business day if delivered after 5:00 p.m. local time or on a Saturday, Sunday, or legal holiday. Any party may change the address to which notices are to be given by giving notice in this manner.

- a. If to AHP:
Oklahoma Chamber Blue Association
Attn: Emily Shipley
PO Box 53217
Oklahoma City, OK 73152-3217

b. If to Employer Member:

c. If to Issuer:

Blue Cross and Blue Shield of Oklahoma
Attn: Mandy Smith
PO Box 3283
Tulsa, OK 74102

14. No failure by either Party to insist upon strict compliance with any term of this Agreement, enforce any rights, or seek any remedy upon any default of the other Party will affect, or constitute a waiver of, the other Party's right to insist upon such strict compliance, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default; no will any custom or practice of the parties at variance with any provision of this Agreement affect, or constitute a waiver of, either Party's right to demand strict compliance with all provisions of this Agreement. All waivers of performance shall be in writing, and shall not act as a waiver of future performance.

15. Employer Member acknowledges that the Association and the Chamber offers the AHP solely for the convenience and benefit of the Employer Members and the Participants and as a service to them, and has no obligation or liability to provide or fund benefits under the AHP. Employer Member acknowledges that the terms and conditions of the AHP may change from time to time, and that there is no guarantee that rates, terms, and conditions will remain the same. Any such changes in terms and conditions of the AHP shall be subject to the notice and approval provisions provided herein. Accordingly, Employer Member agrees that it will make no claim against Association or other association members, their directors, officers, employees, and agents with respect to such benefits and that it shall indemnify and hold harmless Association and other association members, their directors, officers, employees, and agents, from any liability, loss, damage, claims, penalties, or assessments, and all costs, such as legal fees, associated therewith, which may arise, directly or indirectly, from offering of or involvement with the AHP.

You will be deemed to have accepted the terms of this AHP Employer Participation Agreement by the acceptance of coverage for Eligible Employees and their Dependents. Billing for Premiums shall follow the process set forth above.

Employer Member

By: _____
Print Name: _____
Title: _____
Date: _____