

**Alera PRIVATE EXCHANGE AGREEMENT
TEXAS HOT OILERS**

THIS ALERA PRIVATE EXCHANGE AGREEMENT is made and entered into by and between Educators Health Plans Life, Accident, and Health, Inc. and its affiliates, hereinafter referred to as “EMI;” and Texas Hot Oilers , the employer group, hereinafter referred to as “Group.”

WITNESSETH:

WHEREAS, EMI has created a self-funded program allowing Groups to share a portion of self-funded risk with other groups (hereinafter referred to as the “Private Exchange”);

WHEREAS, the Group is desirous of participating in the programs made available by the Private Exchange;

WHEREAS, EMI is desirous of making the benefits of medical health plans (hereinafter referred to as the “Plans”) available to the Group;

NOW, THEREFORE, for and in consideration of the agreements and provisions hereinafter contained, it is hereby agreed as follows:

SECTION 1. SCOPE OF AGREEMENT

- 1.1. EMI will make available to the Group’s eligible employees and eligible dependents all health plans agreed to on the same terms and conditions as made available to eligible employees and eligible dependents, except for the Billed rates during the first year of the Group’s participation. For the purposes of this Agreement as it applies to self-funded plans, the Billed rates shall be defined as the cost of coverage.
- 1.2. All programs offered by EMI under the Private Exchange are subject to change on a plan year basis in order to adapt to the changes and trends in the health care and insurance industries. Further, the benefits in this Agreement are not necessarily the benefits of the Group’s previous insurance carrier and/or plan. This Agreement does not guarantee benefits payable under the previous carrier and/or plan will be payable under the Private Exchange Plan.
- 1.3. All data and information is only available on a Private Exchange-basis. Private Exchange-basis information is aggregated and de-identified, which is to say that it is not member, group, or plan specific. Furthermore, all data that is compiled, used, and delivered to the Group for the purpose of reporting, claims refund amounts, stop loss, and renewals will be Private Exchange-basis.

SECTION 2. INTERPRETATION

- 2.1. In the event of a dispute over the terms of this Agreement, this Agreement shall be interpreted according to Texas law.

SECTION 3. TERM OF AGREEMENT

- 3.1. Unless sooner terminated as herein provided, this Agreement shall be effective for, and pertain to claims incurred during, the plan year. This Agreement may automatically be renewed for a term of one year, unless the Group notifies EMI in writing by certified mail of its intent to terminate the contract at least sixty (60) days prior to the end of the current term. The Group agrees that if proper

written notice of termination of the contract is not given within the designated time parameters, a penalty of up to one percent (1%) of the total annual Billed rates may be assessed.

SECTION 4. BILLED RATE SCHEDULE

- 4.1. It is understood and agreed that the Billed rates that shall be charged the Group for the initial plan year have been agreed upon by both parties. Annual increases in Billed rates shall be effective the first day of each plan year.

SECTION 5. BILLED RATE PAYMENTS

- 5.1. The Group agrees to collect from its employees their share of the Billed rates, if any, and to remit the same plus the Group's share, to EMI, together with a remittance report. The remittance report shall be completed according to guidelines and procedures specified by EMI. The Billed rates and remittance reports shall be submitted to EMI by the date specified on EMI's billing statement. Late Billed rate payments shall, at the sole discretion of EMI, be subject to either (1) a late charge fee of one and half percent (1.5 %) per month of total amount due, or (2) EMI shall suspend the payment of the Group's claims until the account is brought current.
- 5.2. It is understood and agreed that it is the Group's obligation hereunder to collect and remit Billed rates to EMI. Such Billed rates may come in whole or in part from the employee or from the Group. The group must meet the contribution requirements listed on the cost proposal for Billed rates of all tiers.

SECTION 6. PLAN SERVICES AND REPORTING

- 6.1. The Group hereby agrees that it is the sole responsibility and right of EMI or its contracted parties to contract with, and to negotiate policies, procedures, and plan provisions, in reference to physicians, hospitals, facilities, corporations, or other service providers. The Group further agrees that EMI or its contracted parties shall establish and maintain its usual hospital and physician relations activities, customer service activities, investigative and claim review procedures, and legal review and defense services and shall take all reasonable measures to prevent the allowance and payment of improperly paid claims.
- 6.2. EMI agrees to provide the following under the terms of this Agreement:
- 6.2.1 Payment of eligible claims with all complete data necessary to process them accurately, including essential coordination of benefits data from the primary insurance carrier will be paid timely;
 - 6.2.2 Preparation and delivery of claim forms, or causing them to be prepared and delivered, to the Group for issuance to eligible employees and eligible dependents;
 - 6.2.3 Notification to claimants of a rejected claim and the reason for the rejection within one (1) week of said actions;
 - 6.2.4 Notification, upon request, to claimants of claims paid within one (1) week following payment (otherwise claims paid are reported quarterly);
 - 6.2.5 Assistance to claimants in meeting requirements for additional information and proper completion of claim forms;
 - 6.2.6 Provision of customer service staff and telephone numbers to provide accurate information and response to inquiries of the Group's eligible employees and eligible dependents regarding plan coverage and benefits, as well as specific data concerning claims such as, but not limited to, status of claims, date paid, amount paid, and provider;

- 6.2.7 Discussion of claims, where applicable, with physicians and other providers of services;
 - 6.2.8 Obtaining and furnishing information, as necessary, regarding non-duplication of payment or coordination of benefits; and
 - 6.2.9 Investigation of claims as necessary.
- 6.3. The Group hereby acknowledges and agrees that it is the responsibility of the Group to obtain and maintain updated, accurate records specifying enrollment data, covered employee files, and eligibility, with current and updated copies of all completed enrollment forms, and other documentation as deemed necessary by EMI.

SECTION 7. APPLICATION FORMS, IDENTIFICATION/PRESCRIPTION CARDS

- 7.1. EMI agrees to furnish to the Group appropriate enrollment forms for distribution to new eligible employees and will distribute Identification/Prescription cards to such employees, upon receipt and processing of such enrollment forms and requisite Billed rate.
- 7.2. The Group agrees to verify employment status and date of employment information contained in any new applications filed by employees and to inform EMI of any change in employee or dependent status or of the termination of coverage of any employee or dependents in accordance with the Group's remittance schedule.

SECTION 8. TERMINATION AND TERMINATION LIABILITIES

- 8.1. To be covered, claims must be incurred while this Agreement is in force and paid within twelve (12) months. Provided the Group is current in its obligations to EMI, its financial liability shall end upon termination of the Group's participation in the Private Exchange (as defined in Section 3.1.) unless specified in this Agreement.
- 8.2. Notwithstanding the provisions of section 8.1., if there is discontinuance of the Private Exchange, then the Group shall not be entitled to a refund of the Billed rates paid to EMI. Reasons for discontinuance of the Private Exchange are limited to the following:
 - 8.2.1 Change in the law governing the Private Exchange and participation in the Private Exchange;
 - 8.2.2 If a reduction in group participation renders the risk to the Private Exchange not credible for actuarial purposes as determined by EMI;
 - 8.2.3 The formation of another Private Exchange by EMI, at EMI's discretion.

SECTION 9. AVAILABILITY OF DATA OR OTHER INFORMATION

- 9.1. The Group shall be entitled, upon written request, to data on a Private Exchange-basis as defined below, or a copy of the same. Except for enrollment data, which may be provided to a group on a group-specific basis. All other data and information shall only be provided on a Private Exchange-basis that is not Group, employee, dependent, or Plan specific. The parties agree that proprietary data owned by EMI shall not be available for release nor inspection.

SECTION 10. RECORD RETENTION AND REVIEW

- 10.1. EMI shall maintain, or cause to be maintained, records covering claims submitted to EMI hereunder, as well as payment disbursed by it. The records shall be maintained for the same period of time that EMI retains like records in connection with its claims administration provided to other policyholders. Agents and representatives of the Group shall, at all reasonable times, have the right to inspect and

audit books and records of EMI, insofar as they relate to the Private Exchange claims payments made hereunder on a Private Exchange-basis, not on an employee, Group, or Plan specific basis. The parties agree that appropriate data may be provided to the Group for audit and review in lieu of the Group inspecting actual plan records where disclosure of original records would jeopardize other confidential or proprietary information of EMI.

SECTION 11. HOLD HARMLESS AND INDEMNIFICATION

- 11.1. EMI shall indemnify and hold harmless the Group against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim, or judgment, including reasonable attorneys' fees resulting from the grossly negligent acts or omissions or willful misconduct of EMI, its employees, officers, agents, and contractors, but only to the extent that such gross negligence or willful misconduct is a contributing cause of the expense, loss, suit, penalty, damage, claim, or judgment. This indemnification shall survive the termination of this Agreement.
- 11.2. Group agrees to indemnify and hold harmless EMI and its contracted parties against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim, or judgment, including reasonable attorneys' fees, arising out of, or resulting from EMI's performance of its services hereunder where EMI has performed services without gross negligence or willful misconduct and in accordance with industry practices or is being considered an entity responsible for payment under the Plan, as referenced in Federal Medicare Secondary Payer laws and regulations. This indemnification shall survive the termination of this Agreement.

SECTION 12. GENERAL PROVISIONS

- 12.1. Unless otherwise provided for in this Agreement, this Agreement may be modified or amended only by written instrument executed by duly authorized officers of the parties thereto. Addenda to the agreement may be provided yearly, quarterly, or as needed to keep provisions in this Agreement current, or in compliance with applicable State and or Federal Law.
- 12.2. If any party defaults in the performance of this Agreement or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided thereunder.
- 12.3. This Agreement is entered into in the State of Texas and shall be governed by the laws of said state without regard to its conflicts of law provision.
- 12.4. Group must be a client of Alera for the Group's medical benefits for the term of this Agreement.

EXECUTED this 1st day of December, 2023.

Texas Hot Oilers :

**Educators Health Plans, Life, Accident, and
Health, Inc.:**

By: 
Title: President
Date: November 2, 2023