

HealthPartners, Inc.
(called "HealthPartners")

has issued this
MASTER GROUP CONTRACT
(called "Master Contract")

for
HEALTH MAINTENANCE ORGANIZATION MEDICAL BENEFITS
(called "HMO Benefits")

Master Contract Number: 25454

Master Contractholder: *New City Charter School* (called the "Organization"),

contracts with HealthPartners, to provide HMO Benefits described in the Group Membership Contract to its eligible persons (called "Employees") and their eligible dependents (called "Dependents") who enroll hereunder in accordance with the terms and conditions of the Master Contract. Consideration for coverage under the Master Contract are the approved applications of the Organization and the Employees and timely payment. Payment in accordance with the "Payment" section constitutes the Organization's acceptance of the terms and conditions of this Contract.

The Master Contract is delivered in the state of Minnesota and governed by its laws.

Master Contract Effective Date: *January 1, 2014*

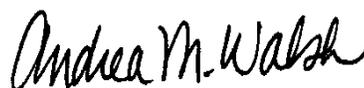
Master Contract Anniversary Date: *January 1, 2015* (called "Anniversary Date") and annually thereafter.

Master Contract Renewal Dates: the Anniversary Date, following the Master Contract Effective Date, and annually renewable thereafter (called "Renewal Date"), subject to the terms and conditions of the Master Contract.

Signed for HealthPartners on the date of issue.



Mary K. Brainerd
President



Andrea M. Walsh
Executive Vice President
Marketing, Member Health and Customer Service

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Prepared by: KLH April 1, 2014

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1. **Benefits:** HealthPartners provides and underwrites coverage of HMO Benefits. If the Group Membership Contract includes Associated Provider Network (APN) Benefits or Non-Network Benefits, these benefits are underwritten by HealthPartners Insurance Company, an affiliated company of HealthPartners. The benefits are set forth in the Group Membership Contract, Schedule(s) of Payments and any attached Amendments, or subsequent Group Membership Contract, Schedule(s) of Payments and any Amendments issued periodically. The Group Membership Contract, Schedule(s) of Payments and any Amendments are hereby incorporated and made fully a part of this Master Contract.
2. **Term:** Benefits and payments shall become effective on the Master Contract's Effective Date. They will continue until the Organization's next Anniversary Date and shall be renewed thereafter on each Renewal Date of the Organization. A thirty-one (31) day advance written notice shall be given by HealthPartners or the Organization to change said benefits and/or payments. HealthPartners reserves the right to terminate benefits, as provided in sections 4. and 11.
3. **Payments:** The amount of each payment due, at the time such payment falls due, is the aggregate of the amounts applicable to each enrolled Employee and Dependent of the Organization according to the notice of rates sent to the Organization prior to the issuance of this Contract. The amount so payable is determined according to the benefits for which each Employee and Dependent is enrolled.

Such payments are due and payable to HealthPartners by the Organization, or its authorized representative, on or before the first day of the month (called "payment due date"), for each month benefits are in force (called "payment period"), for all persons enrolled, at the time such payment falls due. Interest of 1.5% per month (18% per annum), compounded daily, will be charged on any unpaid balances, beginning at the end of the grace period, retroactive to the premium due date, regardless of termination of this Master Contract.

HealthPartners reserves the right to change the payments on any payment due date. HealthPartners shall give the Organization thirty-one (31) days' advance written notice of any such change. The Organization shall notify each Employee of such change, as necessary.

HealthPartners may adjust payments due if the total number of eligible employees changes by more than 10%. Any resulting change in payments will be retroactive to the date of the change.

The Organization's collection of an Employee's payment contribution is solely for the convenience of the Organization and does not create an agency relationship between the Organization and HealthPartners.

The Organization shall give HealthPartners written notice, should the Organization change existing benefits which it provides to any or all of its Employees, no less than thirty-one (31) days before the effective date of such change. Upon receipt of such notice, HealthPartners reserves the right to modify the payments, thirty-one (31) days after the date of said receipt.

HealthPartners will not extend retroactive coverage to Employees or Dependents due to clerical errors by the Organization, for a time period greater than ninety (90) days. In compliance with state or federal law, HealthPartners will extend retroactive enrollment to Employees or Dependents who are eligible for continuation coverage to 115 days after the date coverage under this Contract terminated due to a qualifying event, and to 160 days if coverage was terminated because of the death of the Employee.

HealthPartners will only allow retroactive termination of Employees or Dependents due to clerical errors by the Organization if the Employee or Dependent has not paid premium or contribution to the Organization, but in no event for a time period greater than ninety (90) days. It is the responsibility of the Organization to ensure that only those retroactive enrollment changes allowed under this paragraph will be sent to HealthPartners. The Organization is responsible for making payments for any Employee or Dependent coverage that cannot be retroactively terminated under applicable law until the date that termination is permitted.

Benefits for a newly enrolled Employee or Dependent (or additional or increased benefits for an already enrolled Employee or Dependent), who is hired or otherwise becomes eligible for benefits hereunder on or before the fifteenth day of any month, shall be provided on the basis of payment for the full month; benefits for a newly enrolled Employee or Dependent (or additional or increased benefits for an already enrolled Employee or Dependent) who becomes eligible for benefits hereunder after the fifteenth day of any month, shall be provided for the balance of such month without additional payment, unless the new enrollment is 1) due to the addition of a new class of employees, or 2) substantially all employees in an existing class. Under these circumstances, the premium will be pro-rated to reflect the addition of those employees.

When payments are based upon the age of an Employee or Dependent, such payments will be calculated based upon the age of such Employee or Dependent as of the most recent prior birthday date.

4. **Grace Period and Termination:** A grace period of thirty-one (31) days after the payment due date shall be granted for any payment due after the initial payment, provided the Organization has not previously given written notice to HealthPartners that the benefits for all enrolled Employees and Dependents are to be terminated as of the end of the grace period. If the Organization fails to make payment within the grace period, benefits for all enrolled Employees and Dependents shall be terminated, subject to a thirty (30)-day advance written notice of termination by HealthPartners to all Employees of the Organization. The date of termination shall be the end of such grace period, retroactive to the paid-through date, but not more than sixty (60) days prior to the effective date of the notice of termination. The Organization shall be liable to HealthPartners for all payments due and unpaid, including payments for the grace period. If, however, written notice is given by the Organization to HealthPartners during the grace period that the benefits for all enrolled Employees and Dependents are to be terminated before the expiration of the grace period, such benefits shall be terminated as of the date specified by the Organization or the date of receipt of such written notice by HealthPartners, whichever is later, and the Organization shall be liable to HealthPartners for pro-rata payment for the period commencing with the last payment due date and ending with the date of such termination.

The acceptance by HealthPartners of any late payments by the Organization shall not be construed as a waiver of any provisions in this section.

Termination of benefits shall not prejudice any claim incurred prior to the date of such termination.

5. **Participation and Contribution Requirements:** The Organization shall contribute at least 50% of each Employee's payments.

At least 75% of all eligible Employees who have not waived coverage due to coverage under another plan must participate under this Master Contract. Employees who waive coverage must do so in writing to the Organization, and HealthPartners has the right to review such waivers upon request.

HealthPartners will annually review the Organization's participation and contribution levels to determine if the specified participation and contribution level requirements were met during the preceding contract year. The Organization agrees to cooperate with HealthPartners to provide all necessary information relating to participation and contribution levels in accordance with section 14.(e) hereof. In the event the Organization does not meet the participation and contribution level requirements for any reason, HealthPartners will notify the Organization in writing, and this Master Contract will be terminated in accordance with section 11. hereof.

- 6. Eligibility and Effective Date of Employees:** The Organization's Employees in the following categories are eligible for benefits: All Employees who (1) work at least 20 hours a week, (2) live or work in the service area and (3) have satisfied all employer participation and eligibility requirements, including, but not limited to, the satisfactory completion of the probationary period defined below. The term eligible Employees includes a sole proprietor, or a partner of a partnership, but does not include Employees who work on a temporary, seasonal or substitute basis.

Employees who are covered under the Minnesota comprehensive health association (MCHA) are eligible to enroll under this plan.

Employees in those categories shall become eligible on: the date of hire (called "Eligibility Date") subject to section 3.

An "Employees" is the person who enrolls with the Organization for coverage under this Master Contract. If the Employee enrolls with the Organization within the thirty-one (31) day period after the Eligibility Date, benefits shall become effective on the Eligibility Date.

An Employee eligible, but not covered on the Eligibility Date, may also apply for Employee and Dependent benefits on a date later than the Eligibility Date, if one of the following life events occurs, provided the event causes termination of another employer's or other group contract holder's contribution toward the cost of a group contract covering the Employee for medical benefits. Life events are limited to the following: (a) an Employee's or Dependent's eligibility during a Special Enrollment Period (as defined in the Group Membership Contract); or (b) an Employee's (1) divorce, (2) spouse's layoff from, or loss of, employment; (3) spouse's death. The Employee must enroll with the Organization for Employee or Dependent benefits within thirty-one (31) days after the date the life event occurs, and the effective date of benefits shall be the application date.

No other application made more than thirty-one (31) days after the Eligibility Date shall be accepted, unless made during an annual open enrollment period.

The Organization must submit any enrollment information to HealthPartners as soon as possible following receipt of the information. In any case, HealthPartners will not extend retroactive coverage to Employees or Dependents due to clerical errors by the Organization for a time period greater than ninety (90) days. In compliance with state or federal law, HealthPartners will extend retroactive enrollment to Employees or Dependents who are eligible for continuation coverage to 115 days after the date coverage under this Contract terminated due to a qualifying event, and to 160 days if coverage was terminated because of the death of the Employee.

HealthPartners will only allow retroactive termination of Employees or Dependents due to clerical errors by the Organization if the Employee or Dependent has not paid premium or contribution to the Organization, but in no event for a time period greater than ninety (90) days. It is the responsibility of the Organization to ensure that only those retroactive enrollment changes allowed under this paragraph will be sent to HealthPartners. The Organization is responsible for making payments for any Employee or Dependent coverage that cannot be retroactively terminated under applicable law until the date that termination is permitted.

If an enrolled Employee is not actively-at-work on the date on which benefits would otherwise become effective, benefits shall not become effective until the date of return to active work. The effective date of coverage shall not be delayed if the employee is not actively at work on the effective date of coverage due to the employee's health status, medical condition, or disability. "Actively-at-work" means that an Employee is performing in his customary manner all the regular duties of his occupation on a full-time basis, according to the definition of Employee in the first paragraph of this section, at the customary place of employment or business, or at some location to which that employment requires travel. An Employee will be considered actively-at-work for the time period absent from work solely by reason of vacation or holiday, if the Employee was actively-at-work on the last preceding regular work day.

- 6.1 Disabled Employees:** Pursuant to the provisions of Minnesota Statute 62A.148, the Organization and HealthPartners agree not to terminate, suspend or otherwise restrict the participation in, or the receipt of, benefits otherwise payable hereunder, to any enrolled Employee who becomes totally disabled, while employed by the Organization and covered hereunder, while this Master Contract is in force, solely due to absence caused by such total disability. The Organization may require the Employee to pay all or some part of the monthly payment for coverage in this instance. Such payment shall be made to the Organization, by that Employee.

For the purpose of this section, the term "total disability" means: (a) the inability of an injured or ill Employee to engage in, or perform the duties of, the Employee's regular occupation or employment within the first two (2) years of such disability and (b) after the first two (2) years of such disability, the inability of the Employee to engage in any paid employment or work for which the Employee may, by education and training, including rehabilitative training, be or reasonably become qualified.

- 7. Eligibility and Effective Date of an Employee's Dependents:** An enrolled Employee with Dependents may enroll a Dependent who is eligible according to the definition of "Eligible Dependents" in the Group Membership Contract and the provisions of this section, provided the Employee enrolls the Dependent with the Organization within thirty-one (31) days of the date the Dependent is eligible for benefits hereunder and the required payment for that Dependent is made. Benefits for the Dependent shall become effective on the eligibility date.

In addition, the following provisions apply when an Employee seeks Dependent benefits:

- (a) A Dependent can be added during an open enrollment period. The effective date of benefits shall be the Anniversary Date.
- (b) A Dependent can be added during a special enrollment period, as described in section VI. "Effective Date and Eligibility" of the Group Membership Contract.
- (c) Newborn infants, including a newborn grandchild of a covered grandparent and a newly adopted child, may be covered regardless of when notice is received by us. However, premium is required from the date of eligibility for a newborn infant, before benefits will be paid.
- (d) A Dependent can be added at the time of a life event if HealthPartners receives written application reasonably acceptable to HealthPartners within thirty-one (31) days from the date of the life event. The effective date for benefits shall be the date of application.
- (e) A Dependent, who is a disabled child, can be added according to the terms and conditions of the "Disabled Dependent" item in the "Eligible Dependents" definition of the Group Membership Contract. The effective date of benefits shall be the date of application.

The Organization must submit any enrollment information to HealthPartners as soon as possible following receipt of the information. In any case, HealthPartners will not extend retroactive coverage to Dependents due to clerical errors by the Organization for a time period greater than ninety (90) days. In compliance with state or federal law, HealthPartners will extend retroactive enrollment to Employees or Dependents who are eligible for continuation coverage to 115 days after the date coverage under this Contract terminated due to a qualifying event, and to 160 days if coverage was terminated because of the death of the Employee.

HealthPartners will only allow retroactive termination of Employees or Dependents due to clerical errors by the Organization if the Employee or Dependent has not paid premium or contribution to the Organization, but in no event for a time period greater than ninety (90) days. It is the responsibility of the Organization to ensure that only those retroactive enrollment changes allowed under this paragraph will be sent to HealthPartners. The Organization is responsible for making payments for any Employee or Dependent coverage that cannot be retroactively terminated under applicable law until the date that termination is permitted.

- 8. Open Enrollment:** After the Effective Date of this Policy, an open enrollment period of at least fourteen (14) calendar days will be held once each calendar year. During an open enrollment period, any eligible person of the Organization not covered hereunder, may enroll. An Employee may also enroll eligible Dependents, not covered hereunder, during the open enrollment period. The effective date of benefits for newly covered Employees and Dependents will be the Anniversary Date.
- 9. Changes in Benefits:** The effective date of any change in benefits requested by HealthPartners or the Organization, shall be the Anniversary Date, subject to our approval of that change, unless the provision pertaining to that change specifically provides otherwise. Any change in benefits required by state or federal law, shall become effective according to law.
- 10. Termination of Individual Benefits:** If an Employee or Dependent no longer meets the Organization's eligibility requirements, or if the Organization has forwarded enrollment for an Employee or a Dependent to HealthPartners, regardless of whether such Employee or Dependent meets their eligibility requirements, HealthPartners is required to obtain the Employee's or Dependent's signature before retroactively terminating coverage under this Master Contract. If a required signature is not obtained, the Organization is required to make payment for an Employee or Dependent up to the date of termination. A signature is not required for retroactive termination for any other reason, including, but not limited to, voluntary or involuntary termination of employment or because the enrollee or enrollee's dependent committed fraud or misrepresentation with respect to eligibility or any other material fact.

Coverage for benefits of an Employee and Dependent(s) shall terminate on the earliest of the dates shown below:

A. For Employees:

- (a) the date this Master Contract terminates; or
- (b) the last day of any payment period for which payment has been made, should the Organization, or the Employee (or former Employee exercising group continuation privileges) fail to make payment when due, subject to section 4.; or
- (c) the last day of the month subject to section 3. in which an Employee ceases to be eligible for benefits under this Master Contract, if the Employee does not, within the time limits established by law, elect group continuation privileges as provided under state or federal law; or
- (d) the last day of the eligibility period for group continuation privileges provided under state or federal law; or
- (e) the date following thirty (30) days' advance notice by HealthPartners, in the event the Employee fails to make the copayments required under the Group Membership Contracts. HealthPartners will notify the Employee in writing of that failure. If the Employee then does not make payment or fails to disprove the claim within thirty (30) days of the written notice, benefits terminate; or
- (f) the date following thirty (30) days advance notice by HealthPartners, when an Employee no longer lives or works in the service area, provided the termination is made within one year following the date we received written notice from the Employee of the change in status.

To the extent that a termination would be considered a rescission under federal law under items (c), (e) and (f), the group health plan sponsor is required to give the Employee 30 days advance notice of termination.

B. For Dependents:

- (a) the date this Master Contract terminates; or
- (b) the date Dependent benefits under this Master Contract are discontinued for all Dependents; or
- (c) the last day of the month subject to section 3. in which a person ceases to be eligible to be enrolled as a Dependent, if said Dependent does not, within the time limits established by law, elect group continuation privileges available to the Dependent under state or federal law; or
- (d) the last day of the month in which the Employee's benefits terminate, as provided under paragraph A. above, if neither the Employee nor the eligible Dependent elects, within the time limits established by law, group continuation privileges available to the Dependent under state or federal law; or
- (e) the last day of the eligibility period, for group continuation privileges provided under state or federal law; or
- (e) the last day of the payment period for which payment has been made, should the Organization, or the Dependent (or the Employee on the Dependent's behalf) fail to make payment, when due, subject to section 4.; or
- (f) the date following thirty (30) days' advance notice by HealthPartners when a Dependent no longer lives with the Employee or in the service area, provided the termination is made within one year following the date we received written notice from the Employee of the change in address; or
- (g) the last day of the payment period if an Employee elects to terminate Dependent coverage.

To the extent that a termination would be considered a rescission under federal law under items (c) and (f), the group health plan sponsor is required to give the Employee 30 days advance notice of termination.

11. Annual Election Period: If the Organization offers more than one group health plan, an election period will be held once each calendar year. During an annual election period, an Employee enrolled under this Master Contract may elect to enroll in another group health plan sponsored by the Organization. The effective date of the change for covered Employees and Dependents will be the Anniversary Date.

12. Termination of the Master Contract: Coverage for benefits of all the Organization's Employees and Dependents shall continue in force on a guaranteed renewal basis, except as provided below:

- (a) the last day of the payment period for which payment has been made, if the Organization is in breach of any of the terms and conditions for coverage of this Master Contract. HealthPartners shall give the Organization written notice of its intent to terminate due to the Organization's breach of any said provisions thirty-one (31) days in advance of the termination date. In the event the Organization makes the changes required by HealthPartners to come into compliance with the specified provisions within the thirty-one (31)-day period following notification of termination, this Master Contract may be continued only upon joint agreement of the Organization and HealthPartners; or
- (b) the end of the grace period, as provided in section 4.; or
- (c) any payment due date after the first Anniversary Date, specified by the Organization, if the Organization gives HealthPartners written notice at least thirty-one (31) days prior to the date of termination; or
- (d) the first renewal date following 180 days notice by HealthPartners to the Organization of our intention to cease doing business in the group market; or
- (e) withdrawal from the service area.

Termination of the Master Contract shall not prejudice any claims incurred prior to the effective date of termination.

Termination by HealthPartners may be retroactive to the last day of the payment period for which payment has been made, subject to section 3.

13. Continuation Rights: HealthPartners agrees to provide continuation coverage, as specified in the Group Membership Contract referenced herein, for an Employee or Dependent who is no longer eligible under the terms of this Master Contract.

14. Replacement: This section applies to Employees and Dependents who were covered by a prior carrier on the day prior to the Master Contract's Effective Date. "Prior carrier" means any group medical benefits obtained through the Organization, for which this Master Contract is a replacement.

Liability of prior carrier.

The prior carrier remains liable to the extent of its accrued liability and any contractual liability for extension of benefits at the time of replacement.

"Accrued liability" includes, but is not limited to, responsibility for covered inpatient hospital expenses, subject to applicable deductibles, copayments, and limitations incurred by a covered individual who is confined in a hospital or skilled nursing facility on the date of replacement. The responsibility on the part of the prior carrier continues until the covered individual is discharged from the hospital or contract maximums have been reached, whichever occurs first.

Liability of HealthPartners as replacement carrier.

1. Each individual who is eligible under this Master Contract, with respect to provisions regarding eligibility, or nonconfinement in a hospital or skilled nursing facility, is covered by this Contract as of the Effective Date of this Master Contract.
2. Each individual who is not eligible for coverage in accordance with paragraph 1., is nevertheless covered by this Master Contract in accordance with the following rules, provided that such individual (including an individual who has exercised the option for continuation of coverage pursuant to Minnesota Law) was validly covered under the prior carrier on the date it was discontinued and the individual is otherwise eligible for coverage under this Master Contract.
 - a. The minimum level of benefits that shall be provided by this Master Contract, is the lesser of the benefits available under the prior carrier's plan reduced by any benefits payable by the prior carrier, or the benefits available under this Master Contract.

- b. Coverage shall be provided by this Master Contract at least until the earlier of the following dates: the date the individual becomes eligible under the terms of this Master Contract, or the date the individual's coverage would otherwise terminate, for each type of coverage, in accordance with the individual termination of coverage provisions of this Master Contract.
3. Deductible or waiting period. In applying any deductible or waiting period, this Master Contract shall give credit for the full or partial satisfaction of the same or similar provisions under the prior carrier. In the case of deductible provisions, the credit shall apply for the same or overlapping benefit periods, to the extent the same expenses are recognized under the terms of this Master Contract and are subject to a similar deductible provision.
4. Statement of benefits available. In any situation where a determination of the prior carrier's benefits is required by HealthPartners, at our request, the prior carrier shall furnish a statement of the benefits available and other pertinent information sufficient to permit HealthPartners to verify or determine benefits.
5. Controlling terms. Benefits of the prior carrier shall be determined in accordance with the definitions, conditions and covered expense provisions of the prior carrier rather than those of this Master Contract.

15. Standard Provisions:

- (a) Entire Contract; Changes:

This Master Contract, including attached Amendments (if any), the Group Membership Contract(s), including attached Amendments (if any), the application of the Organization, and the individual applications of the Employees constitute the entire contract between the parties. This Master Contract, or any change to this Master Contract, shall be valid only when approved by HealthPartners and the Organization, and such approval is attached hereto or endorsed hereon, or is otherwise acknowledged by the Organization, by making the required payments. No individual who is not an authorized Employee of HealthPartners and as such designated by HealthPartners, has authority to change this Master Contract or Group Membership Contracts or to waive any of their provisions.
- (b) Effective Time:

The effective time for any dates shall be 12:01 A.M., Central Time. For provisions which are based on a calendar year, calendar year means the period commencing at 12:01 A.M., Central Time, on January 1, to 12:00 midnight of the following December 31.
- (c) Masculine Pronouns:

Masculine pronouns in the Master Contract apply to both sexes.
- (d) Membership Contracts:

A Group Membership Contract will be issued to each Employee, or to the Organization (for delivery to each Employee). The benefits and coverage terms described in the Group Membership Contract is controlled by the provisions of the Master Contract and are subject to any changes in the Master Contract. The Organization must have the Master Contract available for inspection by Employees at all reasonable times. The terms of the Group Membership Contract may be altered by (1) requirements of state or federal law; or (2) the methods outlined in sections 2., 3. and 8. hereof.
- (e) Required Information:

The Organization shall furnish all information required by HealthPartners to compute payments due from the Organization, review the Employee participation, and maintain necessary administrative records. The Organization's records which have a bearing on this agreement shall be available for inspection by HealthPartners at any reasonable time.

- (f) **Misstatement of Age:**
If the age of any person enrolled under the Master Contract has been misstated, then: (1) the Organization or HealthPartners (whichever is applicable) agree to adjust payments to correspond to the person's true age; and (2) applicable benefits shall be corrected accordingly (in which case the payments adjustment shall take such a correction into account).
- (g) **Conformity with State Laws:**
Any provision of this Master Contract which, on its Effective Date, is in conflict with the laws of the State of Minnesota, shall be amended to conform to the minimum requirements of such laws.
- (h) The Organization agrees to include the following information in the employer's plan documents and make such information available to Employees and Dependents as may be required by law: name of employer plan, address of employer plan, plan year, plan fiscal year ending date, eligible classes, waiting periods (if any), employer name and Internal Revenue Service identification number, plan identification number, employer contribution levels and the name and address of the person or entity that should receive notices from enrolled Employees and Dependents under item (c) in subsection 3. "Election of Continuation Coverage" of the "Continuation of Group Coverage" section of the Group Membership Contract.
- (i) Final discretionary authority to construe the terms of the plan and coverage of a claim under the Group Membership Contract is with HealthPartners. This is not intended to abrogate any common law principles on contract construction.
- (j) **Notice of Change to Self-Insured Coverage:**
If the Organization is terminating the coverage under this Master Contract and replacing it with a self-insured plan, the Organization must notify HealthPartners of such change by the tenth of the month prior to the effective date of the change. If the Organization fails to give HealthPartners such notice, HealthPartners may bill the Organization for any claims incorrectly processed due to late notice.
- (k) **Medicare Secondary Payer Mandatory Reporting Requirements** issued by the Centers for Medicare and Medicaid Services: The Organization shall furnish all information required by the Centers for Medicare and Medicaid Services.
- (l) **Summaries of Benefits and Coverage (SBC):**
The Organization shall furnish to participants or employees the SBC for each benefit plan provided by HealthPartners for which such participants or employees are eligible no later than the first date on which the participant or employee is eligible to enroll in coverage for participant or any beneficiaries. The Organization must notify HealthPartners at least 30 days prior to the effective date of coverage of any change to the plan benefits currently reflected in the distributed SBC. No change in benefits may occur after the effective date of coverage without 60 days prior notification to participants and beneficiaries.

- 16. Sole Carrier:** The benefits provided under this Master Contract by HealthPartners to the Employees of the Organization shall be the sole benefits offered to such Employees by the Organization.
- 17. Rights Shall Not Vest:** No provision or benefits provided hereunder, shall vest in any Employee rights which would prevent modification or change of such provision or benefits, mutually agreed to by the parties to this Master Contract.
- 18. Mutual Indemnification:** HealthPartners shall indemnify and hold harmless the Organization, its affiliates, officers, directors, employees and agents, from any and all medical and/or dental malpractice claims brought as a result of health and/or dental care provided, or neglected to be provided, under this Master Contract by HealthPartners and by health and/or dental care providers employed by HealthPartners.

In the event that HealthPartners contracts with a vendor to provide ancillary services not involving the delivery of health care, and such vendor limits, by contract, its liability for damages to the fair and reasonable cost of the services provided or otherwise limits its liability, that limit shall apply to the Organization with respect to any and all claims by the Organization against the vendor or HealthPartners premised on the alleged acts or omissions of the vendor, their affiliates, officers, directors, employees and agents.

The Organization shall indemnify and hold harmless HealthPartners, its affiliates, officers, directors, employees and agents, from any and all claims premised on the alleged acts or omissions of the Organization.

- 19. Request for PDF File:** In response to a specific request, HealthPartners will furnish to the Organization, or an agent of the Organization, an electronic version of the Group Membership Contract or other document in a PDF or comparable format solely for the convenience of the Organization or its agent. The Organization agrees that the sole permissive use is a display of the PDF file on an internal intranet site or individual computer for the exclusive use of Organization or its agent, in a complete and unaltered format. The Organization must display the file in the manner designated by HealthPartners (including any and all disclaimers and introductory text accompanying the Group Membership Contract or other document) and cease using the PDF file immediately upon request by HealthPartners. The Organization agrees to indemnify and hold harmless HealthPartners and its related organizations for any negligent or intentional acts by Organization or its employees, officer or agents which result in damage to HealthPartners or its related organizations in regards to the provision and use of the electronic version of the Group Membership Contract or other document, to include, but not limited to: improper distribution of the PDF file, alteration of the PDF file after delivery by HealthPartners or inaccurate or incomplete information resulting from improper posting and/or maintenance of the PDF file after delivery by HealthPartners. This provision shall be in effect indefinitely throughout the use and possession of the PDF file by Organization or its agent.
- 20. Protected Health Information:** In the event that protected health information is requested by the Organization, HealthPartners may only disclose such information as permitted by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder and as amended for purposes including certain plan administrative functions, such as: claims review, subrogation, quality assurance, auditing, monitoring and management of carve out plans. Information may be disclosed to the Organization only upon receipt of a certification from the Organization that this plan document has been amended to include the following provisions and that the Organization agrees to:
- a. Not use or further disclose information except as listed above or as required or permitted by law;
 - b. Ensure that any agents or subcontractors agree to the same restrictions and conditions that apply to the Organization and that such agents and subcontractors agree to implement reasonable and appropriate security measures to protect electronic protected health information;
 - c. Not use or disclose any information for employment–related actions or decisions;
 - d. Not use or disclose any information in connection with any other employee benefit plan of the Organization;
 - e. Report to HealthPartners any security incident related to electronic protected health information it becomes aware of and any disclosure of the information that is inconsistent with the uses or disclosures described above;
 - f. Make information available to fulfill employee rights to access protected health information;
 - g. Make information available for amendment or to incorporate applicable amendments;
 - h. Make information available in order to provide an accounting of disclosures;
 - i. Make internal practices, books and records relating to the use and disclosure of information received from HealthPartners available to Department of Health and Human Services to determine compliance with HIPAA;
 - j. Return or destroy all protected health information received from HealthPartners, if feasible, when use or disclosure is no longer required. If return or destruction is not possible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
 - k. Ensure only certain classes of employee designated by the Organization are permitted access to protected health information for plan administration functions;
 - l. Implement an effective mechanism for handling noncompliance by the employees designated access to protected health information;
 - m. Implement administrative, physical and technical safeguards that reasonably and appropriately protect confidentiality, integrity and availability of the electronic protected health information that is created, received, maintained or transmitted on behalf of the group health plan; and
 - n. Ensure adequate separation between the group health plan and the Organization is supported by reasonable and appropriate security measures.