

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2025-02

For the January 8, 2025
Special Council Meeting

Introduced by: Mayor Michael L. Booker
Supported by:

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER AND EXECUTE AN AGREEMENT WITH THE TRI-CITY CHAMBER OF COMMERCE ENABLING THE VILLAGE OF HIGHLAND HILLS TO PARTICIPATE IN THE TRI-CITY CHAMBER OF COMMERCE'S GROUP HEALTH CARE COVERAGE PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, renewal of medical health insurance coverage for the Village employees occurs on January 1, 2025 while the current contract with the Village's medical, dental, vision and life insurance carriers expires on December 31, 2024; and

WHEREAS, this Council approved Ordinance 2024-70 authorizing renewal of a health care package of benefits with coverage policies for all healthcare benefits and the corresponding premiums through presentations from Dan Finlin of NFP who did an exhaustive review and send out requests for proposals to all carriers working in the Northeast Ohio area and he obtained and provided quotes to the Mayor and Human Resource Director for review; and

WHEREAS, after review of all of the quotes, NFP recommended the Village accept quotes through the health care group purchasing program through Tri-City Chamber of Commerce from United Healthcare for medical insurance policies and Guardian for dental, group life and AD&D insurance and Eyemed for vision coverage; and

WHEREAS, Council accepted and approved those policies via Ordinance 2024-70, and

WHEREAS, The Tri-City Chamber of Commerce requires that the Village enter and execute an agreement to participate in the Chamber of Commerce program and a true and accurate copy of said agreement, as amended, is attached hereto and incorporated herein by reference, and

WHEREAS, the Mayor recommends to Council to approve and authorize the agreement with the Tri-City Chamber of Commerce, and

WHEREAS, Council desires to approve and authorize the agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:

Section 1: Council hereby approves and authorizes the Mayor to enter and execute an agreement with the Tri-City Chamber of Commerce, said agreement to be in substantially the same form as shown by Exhibit A attached hereto and incorporated herein by reference. Said agreement permits

the Village to participate in the group purchasing program conducted by the TriCity Chamber of Commerce for purchasing group health insurance coverages.

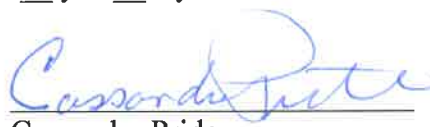
Section 2: Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and to purchase this necessary benefit package of medical/health care coverage, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 8th day of January, 2025.

First Reading ✓ Second Reading _____ Third Reading _____

Vote: Pride ✓ yea ___ nay ___ Greene ✓ yea ___ nay ___ Mills ✓ yea ___ nay ___
McManus ✓ yea ___ nay ___ Wright ✓ yea ___ nay ___



Cassandra Pride
President of Council

1-8-25
Date

Attest: 
Margaret Sikon, Clerk of Council

1/8/25
Date

Filed with the Mayor: _____

1/8/25
Date

Approved By: 
Michael L. Booker, Mayor

1/8/25
Date

THE OHIO CHAMBER HEALTH BENEFIT PROGRAM PARTICIPATION AGREEMENT

This Participation Agreement is entered into between the Ohio Chamber of Commerce ("the Chamber") and The Village of Highland Hills (the "Participating Employer"). This Participation Agreement shall be effective as of 01/01/2025.

RECITALS

The Chamber has established and maintains the Ohio Chamber Health Benefit Program ("Program"). The Program consists of the Ohio Chamber Health Benefit Program Trust (the "Trust"), the By-Laws of the Board of Trustees of the Trust (the "By-Laws"), Participation Agreements with Participating Employers and various service agreements between the Trust and Service Providers.

Under the Program, a member of the Chamber who is an eligible small employer may elect to participate in the Program by entering into a Participation Agreement, pursuant to which, the employer will (i) establish its own employee health care plan, and (ii) offer health care coverage to its employees and eligible dependents through Benefit Plans offered under the Program.

The Chamber intends that the Program will, at least in part, operate as a self-insured funding vehicle for the plans of the Participating Employers. A self-insured funding vehicle means that certain benefits are funded solely through assets being held in the Trust. Those benefits are not being provided through insurance.

The Chamber has established the Trust to (i) accept contributions from Participating Employers to provide funding for the payment of benefits under the Benefit Plans and the establishment of Program surplus and reserves, (ii) provide for the investment of employer contributions and Program surplus and reserves, and (iii) pay Benefit Plan benefits to eligible employees and dependents, and reasonable expenses of administering the Benefit Plans and this Trust.

The Program is a multiple employer welfare arrangement (MEWA), as defined federal law (Section 3(40)(A) of ERISA) and is subject to certain provisions of Ohio law and regulated by the Ohio Department of Insurance. The Trust will be operated in compliance with Chapter 1739 of the Ohio Revised Code and any other laws regulating MEWAs or employee welfare benefit plans and trusts and is subject to oversight and regulation by the Ohio Department of Insurance.

The Program intends to offer major medical health benefits on a self-insured basis through the Trust and to obtain stop loss insurance to provide protection to the Trust for catastrophic claims. The Program also may offer other employee welfare benefits on an insured or self-insured basis. The Participating Employer wishes to allow its Eligible Employees to participate in the Program in accordance with the terms of the Program and its governing documents, and thus has chosen to enter into this Participation Agreement. The Participating Employer acknowledges receipt of copies of the Trust and the By-Laws, and summary information regarding the Benefit Plans available under the Trust. The terms of the Trust and the By-Laws are subject to amendment in accordance with their terms.

Section 1: Defined Terms

Capitalized terms that are not defined in this Agreement shall have the meanings ascribed to them under the Trust, as amended from time to time. Without limitation, such terms shall include the following: Application Form, Benefits Booklet, Claims Administrator, By-Laws, Coverage Classifications, Covered Dependent, Covered Person, Dependents, Employee, Eligible Employee, ERISA, IRC, Participant, Participant Contribution, Participation Agreement, Premium Equivalent, Sponsor, Qualified Beneficiary, Trust Administrator, Trust, Trust Renewal Date, Trustee, Welfare Plans, and Working Owner.

The following definitions are used for purposes of this Agreement:

Access Fee. An amount payable monthly by the Participating Employer to the Chamber, related to the Chamber being the Sponsor of the Program and the assistance that the Chamber provides in relation to the maintenance of the Trust and its Benefit Plan offerings that are available to Eligible Employees of the Participating Employer, as is provided in this Agreement.

Benefit Plan. An arrangement of the Program that meets all of the following requirements:

- (a) Under the terms of the Benefit Plan, Employees or former Employees and/or the Dependents of either, are provided benefits in the event of sickness, accident, disability or death.
- (b) The program is maintained in writing and designated by the Sponsor as being a Benefit Plan that is offered under the Program.

Board of Trustees. The Board of Trustees of the Trust.

Chamber. The Ohio Chamber of Commerce, an Ohio corporation, and its successors. The Chamber is also known as the "Sponsor."

Eligible Employer. An Eligible Employer is an employer who is a member of the Chamber in good standing; and meets the following requirements:

- (a) With respect to any Benefit Plans offered under the Trust, the Employer meets the requirements for Eligible Employer status that are provided for under the terms of the Trust; and
- (b) With respect to any other Benefit Plans offered under the Program, the Employer meets the requirements for Eligible Employer status under such Benefit Plans.

Effective Date. The Effective Date of this Participation Agreement is the date specified above in the introduction to this Agreement. However, notwithstanding the Effective Date that is stated above, this Participation Agreement shall not be binding upon the Employer and the Chamber unless and until it is signed by all parties and delivered to the Sponsor or its designated Service Provider.

Participating Employer. For purposes of the Program, a Participating Employer is an Eligible Employer who is a member of the Ohio Chamber, in good standing, has satisfied any other employer eligibility requirements established by the Sponsor, and has signed this Participation Agreement. A Participating Employer shall cease to be a Participating Employer under the Program if (1) this Participation Agreement is terminated; (2) it shall cease to be an Eligible Employer; or (3) it is no longer an Eligible Employer due to operation of law.

Participation Agreement. This document, which is between an Employer and the Sponsor, whereby the Employer will become a Participating Employer under the Program, and thereby be able to offer to its eligible employees and their dependents, the right to be enrolled in one or more of the Benefit Plans offered under the Program.

Payment Amount or Payment. Amounts required to be paid by the Participating Employer under the terms of the Trust or another Benefit Plan made available under this Program to secure coverage for Covered Persons under one or more Benefit Plans. The Payment Amount or Payment includes in the case of the Trust, Premium Equivalents and the Access Fees. The Claims Administrator or another Service Provider under the Trust will be responsible for billing and collecting the Premium Equivalents that will be held in the Trust and for collecting the Access Fee and remitting it directly to the Chamber. For the avoidance of doubt, no Access Fees shall be paid to or otherwise held in the Trust.

Program. The Ohio Chamber Health Benefit Program. The Program is sponsored by the Chamber and is generally comprised of the Participation Agreements, the Trust, the By-Laws, the various Benefit Plans offered to Chamber members who are Eligible Employers and their Eligible Employees and Dependents, and various service agreements between the Trust and Service Providers, including this Agreement.

Renewal Date. The annual Renewal Date of this Participation Agreement shall be the first day of one of the four-month periods starting on January 1, May 1 and September 1, respectively, that includes the effective date of the initial coverage issued under this Participation Agreement. For avoidance of doubt, if initial coverage under this Participation Agreement took effect in the months of January, February, March or April, the Participation Agreement will have a Renewal Date of January 1; if initial coverage under this Participation Agreement took effect in the months of May, June, July or August, the Participation Agreement will have a Renewal Date of May 1, or if initial coverage under this Participation Agreement took effect in the months of September, October, November or December, the Participation Agreement will have a Renewal Date of September. **Trust.** The Ohio Chamber Health Benefit Program Trust, a trust established by the Sponsor as part of the Program.

Section 2: Participating Employer Activation

By signing this Participation Agreement, Participating Employer hereby agrees to become a Participating Employer under the Program and agrees to be bound by this Participation Agreement, the Trust, the By-Laws, the Benefit Plans, the Service Agreements, and other rules and requirements of the Program, as amended from time to time. Once the Participation Agreement is signed, Participating Employer will be eligible to offer the Benefit Plans to its employees and eligible dependents, including health benefits under the self-funded health benefit Trust (subject to any Trust and Benefit Plan requirements, such as the completion of an Application Form). Participating Employer will enjoy all the rights and privileges associated therewith and will be charged with all of the responsibilities that such participation entails as set forth in this Participation Agreement and the Trust, including but not limited to any requirements regarding participation, and billing and payment of the Payment Amounts due under the Trust. The Trust and By-Laws are incorporated herein by reference.

This Participation Agreement shall remain in effect until terminated in accordance with Section 7 below.

Section 3: Benefits Under the Self-Insured Program Trust - Premium Equivalents and Access Fees (Payment Amount):

Premium Equivalent. With respect to the benefits provided under the Program Trust, the Participating Employer will be required to pay the Premium Equivalents to the Claims Administrator to secure and maintain Benefit Plan coverage for the Covered Persons associated with the Participating Employer. The Premium Equivalent will be calculated based on, among other things, the types of Benefit Plans that the Participating Employer has elected to have made available to its Eligible Employees and Dependents, the number of Covered Employees and other Covered Persons that are shown in the Benefit Plan enrollment records of the Trust at the time of calculation, and the Coverage Classifications elected by the Covered Persons under the Benefit Plans.

The Premium Equivalent is a payment amount that a Participating Employer is required to pay to the Trust to secure and maintain coverage under a Benefit Plan for Covered Persons of the Participating Employer. Premium Equivalents may be used by the Trustees for any Trust purposes, including payment of the medical benefits promised under any of the Benefit Plans offered by Trust, certain administrative fees and expenses of the Claims Administrator, Commissions (as defined in the Trust Agreement), stop loss insurance premiums, the Trust Maintenance Fee (as defined in the Trust Agreement), taxes (federal, state, and local taxes), maintenance of Trust reserves and all other expenses of maintaining and administering the Trust and the Benefit Plans offered under the Trust. The Claims Administrator (acting on behalf of the Trustees) and may make retroactive adjustments to the Premium Equivalent for any additions or terminations of Covered Participants or Dependents or changes in coverage that are not reflected in the records of the Trust at the time Claims Administrator calculates the Premium Equivalent. Adjustments will not be made for changes occurring more than sixty (60) days prior to the date Claims Administrator receives notification of the change from a Participating Employer.

A Participating Employer under the Trust must notify the Claims Administrator in writing within thirty-one (31) days of the effective date of any enrollment, termination or other changes. The Participating Employer must also notify the Claims Administrator in writing each month of any change in the Coverage Classification for any Covered Participant or Beneficiary.

The Premium Equivalent may be changed at any time if such amount was determined based on a material misrepresentation of the Participating Employer that resulted in the rates being different than they would have been without such material misrepresentation. The change may be made by the Trustees (or by the Claims Administrator

acting on behalf of the Trustees). If this happens, the change in the Premium Equivalent may be retroactive to the effective date of this Participation Agreement.

Otherwise, the Premium Equivalent and Access Fee may be changed by the Trustees (or by the Claims Administrator acting on behalf of the Trustees), after a thirty-one (31) day prior written notice on each Renewal Date or any date the provisions of this Participation Agreement are amended.

The Trustees may enter into arrangements with a Service Provider to receive information from Participating Employers as to additions or terminations of Participants or Dependents or changes in coverage that are not reflected in the records of the Trust. Participating Employer is responsible to report all required information and ensure that all Payment Amounts are properly transmitted to Claims Administrator as directed by the Trustees and as provided under this Agreement.

Access Fee. Participating Employers will receive an invoice from the Claims Administrator of the Trust for any applicable Access Fee. The Access Fee collected from you and other Participating Employers will be paid directly to the Sponsor. Payment of the Access Fee will be due at the same time as the Premium Equivalent.

Payment of the Premium Equivalent and Access Fee. The Premium Equivalent and Access Fee together are referred to as the Payment Amount or Payment under this Participation Agreement. Payment Amounts must be paid in advance on a monthly basis. The first Payment is due and payable on or before the effective date of coverage. Subsequent Payments are due and payable no later than the first day of each payment period as specified in the Trust's invoice while this Participation Agreement is in force. Participant Contributions may be used to fund the Premium Equivalent which will be billed and collected by Claims Administrator. Participant Contributions may not be used to fund the Access Fee.

A charge for late payments may be assessed for any Payment Amount not received within 10 calendar days following the due date. A service charge will be assessed for any insufficient funds check or other form of payment that is rejected by a financial institution. All Payments must be accompanied by documentation that states the names of the Trust Enrollee (s) for whom Payment is being made. In the event of a delinquency, Participating Employer may be charged attorneys' fees and any other costs related to the collection of the Payment Amount.

Grace Period. A grace period of thirty-one days (31) days will be granted for any Payment not received by the due date. During the grace period, coverage for Covered Persons under the Benefit Plans will continue in force but will not extend beyond the termination of this Participation Agreement. Participating Employer is liable for the Payment Amount during the grace period. If the Trustees receive written notice from Participating Employer to terminate the coverage during the grace period, the Trustees will adjust the Payment Amount so that it applies only to the number of days coverage was in force during the grace period. Coverage terminates as described in the Termination of Coverage section of this Participation Agreement if the grace period expires and the Payment Amount remains unpaid.

Section 4: Eligibility and Enrollment under the Trust

Employer Participation Application Form. The Trustees will require that Participating Employers complete one or more Application Forms for coverage before a particular Benefit Plan is made available to Eligible Employees of the Participating Employer. In addition, Participating Employers may be required to complete one or more Application Forms to continue existing coverage under a particular Benefit Plan as of a Renewal Date of this Participation Agreement and any other times as may be specified by the Trustees or the Sponsor. Thus, initially, and for subsequent Plan Years or other coverage periods, a Participating Employer will not be eligible or allowed to enroll its Eligible Employees in coverage under a Benefit Plan until the required Application Forms are completed and processed. Participating Employer agrees that continuation of this Participation Agreement is dependent upon the Participating Employer remaining as a member in good standing with the Chamber.

Employee Application Forms. The Trustees will require that Eligible Employees complete an Application Form prior to enrollment in a Benefit Plan. Eligible Employees will not be allowed to enroll for coverage under Benefit Plan without completing the application. In addition, Eligible Employees may be required to complete an Application Form for continued enrollment in a Benefit Plan, as of a Renewal Date of this Participation Agreement and any other times as may be specified by the Trustees or the Sponsor.

Minimum Participation and Contribution Rules. In relation to the Benefit Plans available under the Trust, Benefit Plan related Minimum Eligible Employee Participation and Participant Contribution rules that apply to a Participating Employer can be found in Section 9. Those rules are in addition to the eligibility provisions in the Benefit Plan's Benefit Booklet. Participating Employer agrees to comply with any requirements imposed by Trustees regarding Eligible Employee participation and Participant Contribution rules. Failure to do so may result in a cessation of the relevant Benefit Plan coverage for the Covered Employees of the Participating Employer.

Initial Enrollment Period. Eligible Employees may enroll for coverage under a Benefit Plan that is being made available to them during an initial enrollment period of 31 days beginning no earlier than the Effective Date of this Participation Agreement.

Open Enrollment Period. An Open Enrollment Period of at least 31 days but no more than 45 days will be provided annually by the Trustees during which Eligible Employees and other persons eligible for coverage under a Benefit Plan may enroll for coverage under a Benefit Plan, effective as of any Renewal Date of this Participation Agreement.

Special Enrollment. The Benefit Plans also will provide for special enrollment opportunities upon the occurrence of certain events. The Benefits Booklet will provide information about special enrollment opportunities to Eligible Employees and other persons eligible for coverage under the self-funded health benefit Trust.

Benefit Plans. Participating Employer may select the specific Benefit Plans that it will make available to provide to its Eligible Employees from the available options made available under the Program. Participating Employer shall have the opportunity to change Benefit Plan selections annually at open enrollment.

Section 5: Participating Employer Obligations and Liabilities

Compliance with Applicable Law. In addition to comply with the terms of this Participation Agreement, the Trust, the By-Laws and various Service Agreements, Participating Employer shall comply with and be subject to applicable requirements of ERISA and ORC Chapter 1739, and any regulations or orders issued thereunder.

Compliance with Group Health Plan Requirements. Participating Employer acknowledges that it will offer a group health plan to its employees and, in doing so, it is subject to various statutes including, but not limited to ERISA, the IRC, the Patient Protection and Affordable Care Act, and the Health Insurance Privacy and Accountability Act.

For purposes of ERISA and the IRC, the Participating Employer will be the sponsor of its own health care plan for its employees. As the plan sponsor of an ERISA welfare benefit plan, the Participating Employer will be obligated to, among other things, (i) adopt a "wrap plan" document, (ii) adopt an IRC Section 125 cafeteria plan if Participating Employer does not already have one, (iii) issue Summary Plan Descriptions (SPDs) and Summary of Material Modifications (SMMs), and (iv) issue a summary of benefits and coverage (SBC). The Trustee (or its nominee) may provide assistance to the Participating Employer with the foregoing requirements of ERISA. Claims Administrator, the Claims Administrator of the Trust, shall be contractually bound under its Service Agreement to comply with the claim's procedure requirements under ERISA and other applicable laws.

The Participating Employer agrees to indemnify Claims Administrator, the Program, the Trust, Chamber, Service Providers, and the Board of Trustees, and their employees, agents, directors, officers and assigns (collectively, "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 Indemnitees' failure to comply with applicable statutes and rules; provided, however, that this indemnity shall not apply to the extent prohibited by ERISA Section 410(a).

Participating Employer Liability for Legal Obligations of the Program. In accordance with Chapter 1739 of the Ohio Revised Code, Participating Employer also acknowledges and agrees that it is liable for all legal obligations of the self-funded health benefit Trust, including but not limited to obligations to pay benefits to Participants and Dependents and claims arising under ERISA or out of any occurrence, incident, or accident covered under Chapter 1739 of the Ohio Revised Code, in proportion to the ratio of the total number of employees of the Participating Employers participating in the Trust on the first day of the month that the obligation arose to the total number of employees of all Participating Employers participating in the Trust at the time the obligation arose. Such liability shall arise only if and to the extent that the total legal obligations of the Trust exceed the amount of any separate reserve fund established

and designated for this purpose under the Trust, consisting of amounts in excess of minimum reserves required under applicable Ohio law.

Obligation to Distribute Benefit Plan-Related Documents. ERISA requires that a group health plan's covered benefits and limitations, as well as the rights and responsibilities of Participants and Dependents, be explained in an SPD, which consists of the Benefits Booklet and the "ERISA wrapper." By signing this Participation Agreement, Participating Employer agrees to distribute an SPD to its Eligible Employees and other persons eligible for coverage under a Benefit Plan within 90 days of when they become Covered Persons; and within 30 days of a written request from a Participant or other Covered Person or their authorized representative as required by U.S. Department of Labor regulations.

When SPDs are changed to modify the benefits provided under a Benefit Plan, changes must be disclosed to Benefit Plan participants. When this happens, the Participating Employer agrees to issue a new SPD or a Summary of Material Modifications ("SMM") which is a description of the change that must be furnished to Participants and Covered Persons. Participating Employer agrees to distribute the new SPD or SMM to its Benefit Plan Participants and Covered Persons on receipt of information from the Program or the Trust. Participating Employer also will be required to furnish an updated SPD (which will be provided to you by the Program), at least once every five years if there have been any material changes during that period of time. Participating Employer must distribute an updated SPD or SMM in the same manner as the SPD explained above and consistent with U.S. DOL regulations. Participating Employer agrees to indemnify the Program, the Trustees, the Chamber and any Service Provider (such as Claims Administrator in the case of the self-funded Trust and otherwise) 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 Participating Employer's failure to comply with its obligations as set forth in this Section 5.

Audits. Participating Employer acknowledges that its books and records are subject to audit by the Program, the Trustees, the Claims Administrator, and their designees, to determine the eligibility of its Participants and other Covered Persons.

Access Fees. As a condition of continuing to be a Participating Employer under the Program, the Participating Employer shall pay an "Access Fee" to the Sponsor. The amount of the Access Fee shall be determined by the Sponsor and communicated in writing to the Participating Employer on an annual basis. The amount of the Access Fee is within the sole discretion of the Sponsor. However, the Sponsor generally intends that the Access Fee shall be designed to permit the Sponsor to recover its internal administrative costs of sponsoring the Program, and certain other Program related costs that cannot or should not be paid from the assets of the Trust. Examples are compensation for employees of Participating Employers who are Trustees and the costs of nonrecourse fiduciary liability insurance for employees of Participating Employers or other individuals who are Trustees. Access Fee payments shall be funded solely from general assets of the Participating Employer. No access fee payments shall be funded by any Participant Contributions required for coverage under the Benefit Plans.

Section 6: Benefit Plans under the Trust

Benefit Plan Selection. The Benefit Plans to be made available under the Program shall be determined by the Sponsor, after consultation with the Trustees of the Trust. Subject only to restrictions imposed under applicable law, Benefit Plans may be amended or terminated at any time by the Sponsor or the Trustees.

Participating Employer Appointment of Proxy. Participating Employer acknowledges that certain actions may be taken by the Participating Employers of the Program pursuant to the terms of the By-Laws, and that such actions are taken via a vote of the Participating Employers, in person or by proxy. Participating Employer hereby appoints the Board of Trustees as its proxy, with power of substitution, to act for and on its behalf at any and every annual meeting or any special meetings within the scope allowed by the By-Laws, and subsequent amendments, alterations, and resolutions adopted thereto.

Amendment or Termination of the Program. Participating Employer acknowledges and agrees that the Sponsor and the Board of Trustees have authority to amend the Benefit Plans, the Trust, the By-Laws, the Service Agreements and other Program-related documents in their discretion, including retroactively as permitted by applicable law, and Participating Employer agrees to be bound by any amendments as of their effective date. Participating Employer

further acknowledges and agrees that the Sponsor has the right, in its sole discretion, to amend or terminate the Program, including the Trust, at any time, which may result in the termination of this Participation Agreement.

Operation of the Program. By signing this Participation Agreement, Participating Employer agrees to be bound by the Trust, the By-Laws, the Benefit Plans, the Service Agreements and other rules of the Program. Participating Employer also agrees to comply with all reasonable requirements of the Program and/or the Trustees (or their Service Providers) for the efficient and lawful operation and administration of the Program. Without limitation, Participating Employer agrees that, upon the reasonable request of the Trustees or its or their designee to provide, on a timely basis, all notices, communications and other materials respecting the Benefit Plans to Covered Persons, and to provide to the Trustees or to the Sponsor, as applicable, on a timely basis, all requested information concerning the Program and or the Trust, including enrollment and eligibility information.

Service Providers. Participating Employer acknowledges that the Trustees may retain Service Provider(s) to support and administer the Program. In particular, Participating Employer acknowledges that Claims Administrator has been retained as the administrator of the Benefit Plans offered under the Trust. Participating Employer understands that Claims Administrator does not insure the health benefit provided under the Trust and agrees to be bound by and to comply with provisions in Service Agreements pertaining to Participating Employers. In particular, Claims Administrator's Agreement ("Agreement") requires that the Participating Employer deliver its Payment Amount directly to Claims Administrator instead of to the Trust. In addition, the Agreement authorizes Claims Administrator to take various actions in relation to late payments, which may lead to termination of Benefit Plan coverage for the employees of the Participating Employer and their Covered Dependents.

Self-Funded Benefit Plans with Stop Loss Coverage. Participating Employer acknowledges that the Trust provides health benefits on a self-funded basis. The Trust is financially responsible for the payment of all claims against and expenses of the Trust. Notwithstanding, the Trust will maintain stop loss insurance for its self-insured benefits at a level that, at a minimum, meets the requirements of applicable law. The only parties to the stop loss insurance are the Trust and the reinsurer. Neither the Participating Employer nor Participants and other Covered Persons shall have any rights or claims under the stop loss insurance.

Fully Insured Benefit Plans. Participating Employers acknowledge that the Program may offer certain benefits on a fully insured basis, which may include vision and dental insurance. These benefits will be offered outside of the self-funded health benefit Trust.

Section 7: Termination of Coverage under the Trust

Conditions for Termination of Coverage under the Trust. Subject to applicable law, all benefits covered by the Trust under this Participation Agreement shall automatically terminate with respect to Participants and other Covered Persons related to the Participating Employer on the earliest of the dates specified below:

- i. On the last day of the grace period shown in a written termination notice if the Payment Amount owed to the Claims Administrator remains unpaid. Participating Employer remains liable for the Payment for the period of time the Participation Agreement remained in force during the grace period.
- ii. On the date the Trustees (or Claims Administrator on behalf of the Trustees) specify, after 31 days written notice to Participating Employer, that its Benefit Plan coverage will be terminated, due to the Participating Employer's violation of the Minimum Participation and Minimum Contribution rules.
- iii. On the date the Trustees (or Claims Administrator on behalf of the Trustees) specify, after 31 days written notice to Participating Employer, that its Benefit Plan coverage will be terminated due to Participating Employer failing to comply with ORC Chapter 1739, the Trust, the By-Laws, Service Agreements or other documents under which the Trust is operated.
- iv. On the date the Trustees (or Claims Administrator on behalf of the Trustees) specify, in written notice to Participating Employer, that its Benefit Plan coverage will be terminated because it provided the Trust with false information affecting this Participation Agreement or the provision of Benefit Plan coverage under the Trust. In this case, the Trustees have the right to rescind the Benefit Plan coverage under the Trust back to the Effective Date or any applicable Renewal Date. Any unearned Premium Equivalent will be refunded.

- v. On the date the Trustees specify, after notice is provided to Participating Employer in accordance with applicable law, in the event the Board of Trustees or the Sponsor takes action to non-renew or discontinue Benefit Plans to Participating Employers.
- vi. On the date the Trustees (or the Claims Administrator on behalf of the Trustees) specify, in a written notice to Participating Employer, that the Participating Employer is no longer an Eligible Employer.
- vii. *Voluntary Termination by a Participating Employer.* Participating Employer may elect to withdraw from participation in the Trust only as of the end of a calendar month by giving written notice to the Trustees at least thirty (30) days prior to the end of such month. Such withdrawal and termination shall be effective at the end of said month only upon ratification and approval by the Board of Trustees. The Board of Trustees shall approve such withdrawal if it finds Participating Employer to be in good standing under the Program and the Trust, that both Participating Employer and the Program and Trust have met all requirements of ORC Chapter 1739 and any rules adopted thereunder by the Superintendent of Insurance for the State of Ohio, and that Participating Employer has complied with all requirements of the Program, this Agreement and the Trust as of the proposed effective date of withdrawal and termination. Notwithstanding the foregoing, if Participating Employer voluntarily withdraws from participation in the Trust at a time when the total number of covered employees employed by Participating Employer represents less than five percent (5%) of the total number of covered employees employed by all members of the Trust, Participating Employer's voluntary withdrawal from participation will not require approval by the Board of Trustees.

Withdrawal Liability of a Participating Employer. If Participating Employer withdraws or is terminated voluntarily or involuntarily from future participation in the Trust, Participating Employer shall be liable for the payment of any and all Payment Amounts that are unpaid at the time of termination, including a pro rata portion of the Payment Amount for any period this Participation Agreement was in force during the grace period preceding the termination.

In addition, Participating Employer shall be liable for its allocated portion of all of the unfunded liabilities and obligations of the Trust through the date of Participating Employer's withdrawal, including any funding deficiency determined by the Board of Trustees to exist after the date of Participating Employer's withdrawal that is attributable to liabilities that existed on or before the date Participating Employer's withdrawal became effective under the terms of this Agreement and the Trust. Participating Employer's allocated portion of the unfunded liability referred to in the preceding sentence shall be limited to (i) the obligations of the Trust that were incurred during Participating Employer's participation in the Trust, multiplied by (ii) the ratio of Participating Employer's employees covered under the Trust at the time of withdrawal or termination to the total number of covered employees of all Participating Employers at such time. Calculation of the amount of such liability shall be made in accordance with applicable law, including Chapter 1739 of the Ohio Revised Code. Participating Employer agrees to contribute to the Trust the amount of any such deficiency assessable to the Participating Employer by the Board of Trustees in accordance with this Agreement and the Trust, as the same may be amended from time to time. This Section shall survive the termination of this Agreement.

Section 8: Participating Employer Representations and Acknowledgements

Member in Good Standing. Participating Employer is a member in good standing with the Chamber.

Review of this Participation Agreement. Participating Employer has read this Participation Agreement and agrees to be bound by its terms.

Review of Benefit Plan Benefits Booklet. Participating Employer has received and read a copy of the Benefits Booklet and agrees to be bound by its terms and understands that compliance with its terms is a prerequisite to the provision of coverage and services to the Covered Persons.

Acknowledgement of the Structure of the Program. Participating Employer acknowledges and agrees to the following:

1. Self-funded health benefits under the Trust are provided through an arrangement that spreads risk among Participating Employers.

2. Premium Equivalents under the Trust will be commingled with contributions made by other Participating Employers;
3. Assets of the Trust, once contributed by a Participating Employer, may be used to pay any benefit of any Participating Employer in the Trust, including benefits attributable to Covered Persons of other Participating Employers;
4. Neither Participating Employer, nor its Covered Persons, nor any group health plan sponsored by Participating Employer shall have any vested or property right of any kind in the Premium Equivalents paid to the Trust, and all property rights and vested interests of any sort in such amounts, any interest earned thereon, or remainder thereof, shall belong solely to the Trust;
5. Any funds (e.g., Premium Equivalents) contributed to the Trust by a Participating Employer in excess of that Participating Employer's claims experience shall not be returned to that Participating Employer, but shall be retained by the Trust and may be used by the Trustees to defray the Trust's expenses, including but not limited to payment of claims incurred by Covered Persons of other Participating Employers;
6. Compensation may be paid to members of the Board of Trustees and Participating Employer approves of such compensation as being reasonable; and
7. The Trust may engage Service Provider(s) who will be paid for the services they perform.

Section 9: General Provisions

Entire Agreement/Amendments and Alterations. 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. The Chamber shall have the right to amend this Participation Agreement, effective as of any Renewal Date of this Agreement, provided that written notice of such amendment is provided at least with ninety (90) days advance of such Renewal Date. Otherwise, no amendment may be made to this Participation Agreement unless it is made by a written Amendment that is signed by both parties.

Records; Audits. Participating Employer must furnish the Sponsor, the Trustees and Claims Administrator with all information which they may reasonably require with regard to any matters pertaining to this Participation Agreement and the Trust. The Sponsor or Trustees may at any reasonable time inspect: (1) all documents furnished to Participating Employer by any individual in connection with coverage under the Program; (2) Participating Employer's payroll (for purposes of confirming eligibility to participate in the Program, Trust and Benefit Plans); and (3) any other records pertinent to the Program, Trust and Benefit Plan coverage provided pursuant to this Participation Agreement and the terms of the Trust.

The parties agree that all personal information including information and records with respect to benefits under the Program and Trust will be treated as confidential by both parties and the Trustees. Notwithstanding the foregoing, the Sponsor and Trustees (and any Service Providers to the Trust) have the right to release any and all records concerning health care services which are necessary to implement and administer the terms of the Program and Trust, including records necessary for appropriate medical review and quality assessment, or as the Program is required by law or regulation.

Severability. The intention of the parties to that this Participation Agreement and all other Program documents will comply fully with all laws and public policies, and that this Participation Agreement and all other Program documents will be construed consistent with all laws and public policies to the extent possible. If, and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Participation Agreement and all other Program documents, and holds that part or all of such provisions to be invalid, such invalidity will not affect the balance of that provision or the remaining provisions of this Participation Agreement and other Program documents, which will remain in full force and effect

Continuation Coverage. Participants under the Trust's Benefit Plans may elect to continue coverage under the Benefit Plans (at their own expense) under certain circumstances that would ordinarily end Benefit Plan coverage. The rules and procedures governing these rights to continuation of coverage are set forth in the Benefit Booklets or the Participating Employer's Welfare Benefit Plan document. Participating Employer is solely responsible for determining the applicability of continuation laws, for administering them with respect to its Participants and Dependents, and for complying with all applicable legal requirements under state or federal law. The Participating Employer will provide this information about continuation coverage in an acceptable format to the Trustees (or the Claims Administrator or another Service Provider designated to receive this information). Participating Employer

agrees to indemnify the Program, the Trust, the Chamber, Service Providers, the Board of Trustees, and each of their officers, directors, employees, agents and assigns, and hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or ~~other obligations which may arise, directly or indirectly, from such continuation coverage obligations.~~

System Access. The term "systems" as used in this provision means systems that the Program or the Trustees have made available, or arranged with a Service Provider to make available, to Participating Employers to facilitate the transfer of information in connection with its coverage.

The Sponsor, the Trustees and their Service Providers(s) grant Participating Employers the nonexclusive, nontransferable right to access and use the functionalities contained within the systems, under the terms set forth in this Participation Agreement. Participating Employers 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 Sponsor, Trustees and/or Claims Administrator or other Service Provider(s). Participating Employer will obtain, and be responsible for maintaining, at its own expense, the hardware, software and Internet browser requirements the Sponsor, Trustees or Service Provider may provide to the Participating Employer. The Participating Employer is responsible for obtaining an internet service provider or other access to the Internet.

The Participating Employer will not: (1) access systems or use, copy, reproduce, modify, or excerpt any of the systems documentation provided by the Program or the Claims Administrator in order to access or utilize systems, for purposes other than as expressly permitted under this Participation 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 Participation Agreement.

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

The Sponsor, Trustees and the Service Providers reserve the right to terminate the Participating Employer's system access: (1) on the date the Participating Employer fails to accept the hardware, software and browser requirements provided by the Sponsor, Trustees or a Service Provider, or (2) immediately on the date the Sponsor, Trustees or a Service Provider reasonably determines that the Participating Employer has breached, or allowed a breach of, any applicable provision of this Participation Agreement. Upon termination of this Participation Agreement, the Participating Employer agrees to cease all use of the Program systems, and the Sponsor, Trustees or the Claims Administrator will deactivate the Participating Employer's identification numbers and passwords and access to the system.

Plan's Status. The Sponsor and Trustees will not be deemed or construed to be the common law employer of any Participant of any Participating Employer and is not responsible for fulfilling any duties of an employer. The Sponsor and Trustees do not agree to assume any of a Participating Employer's obligations as an employer. No statements, representations, or communications by the Sponsor and Trustees (or any Service Provider) should be construed as legal, medical or tax advice and should not be relied upon as such.

Benefit Plan Minimum Participation Requirement. The Minimum Eligible Employee participation requirement for Benefit Plans offered under the Trust is 75% of Eligible Employees who do not have valid waivers of coverage in effect pursuant to which the Eligible Employee represents that he or she is enrolled for major medical coverage under another group health plan or individual insurance policy. If the Trustees or Sponsor (or their designee) provide a waiver form for this purpose, the Eligible Employer shall be required to use that form. For avoidance of doubt, in order for an Eligible Employer to initially enroll in and to renew enrollment in medical plan coverage offered under Benefit Plans available under the Program, at initial enrollment, and as of each Renewal Date, at least 75% of Eligible Employees who do not have valid waivers in effect must enroll in the Benefit Plan.

Benefit Plan Minimum Employer Contribution Requirement. Participating Employer must maintain a minimum employer contribution level for each Coverage Classification that is not less than 50% of the Premium Equivalent for single only coverage.

Applicable Law/Venue. This Agreement shall be governed by applicable federal law and, to the extent not governed by federal law, the laws of the State of Ohio, without regard to conflict of law provisions. The parties also agree that any litigation shall be conducted in courts of law (State or Federal) located in the State of Ohio.

Assignment. This Participation Agreement will not be assigned by either party without the prior written consent of the other party. The provisions of this Participation 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.

Headings. Headings and numbers in this Participation 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 Participation Agreement, the text will control.

Non-Alienation. None of the benefits, payments, proceeds or claims of any Participating Employer or of a Participant or other Covered Person be subject to any claim, attachment, or garnishment of any creditor, nor will any Participant or other Covered Person of an Participating Employer 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 Program, and any attempt to accomplish the same will be void.

Notice. Any notice, order, instruction, objection, or action will be in writing and signed by an authorized representative. The notice will be deemed given when:

- a. delivered personally to that party; or
- b. deposited in the United States mail, certified and first-class postage prepaid, addressed to that party at, or delivered to, the address specified below. Said address will constitute the last address of record for said party unless the address has been changed by similar written notice to the other party. Notice also may be provided electronically provided both parties have agreed, in writing, to accept and receive electronic notices.

(i) If to Program:

Scott Colby
Ohio Chamber of Commerce
34 S. Third St
Columbus, OH 43215
T: 614.629.0913
E: scolby@ohiochamber.com

(ii) If to Participating Employer:

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Non-Waiver. No failure by either party to insist upon strict compliance with any term of this Participation 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; nor will any custom or practice of the parties at variance with any provision of this Participation Agreement affect, or constitute a waiver of, either party's right to demand strict compliance with all provisions of this Participation Agreement.

HIPAA. Participating Employer agrees to protect the confidentiality of all personal information obtained in connection with the Program. The Participating Employer may receive enrollment information and summary information from the Trust but shall not receive any protected health information (or PHI) and electronic protected health information (or ePHI) as defined under HIPAA and the Health Information Technology for Economic and Clinical Health Act ("HITECH") as amended without proper consent.

Indemnification. Participating Employer acknowledges that the Chamber offers participation in the Program solely

for the convenience and benefit of the Participating Employer, the Participants, and other Covered Persons, and has no obligation or liability to provide or fund benefits under the Program, including the self-funded health benefit Trust. Participating Employer acknowledges that the terms and conditions of the Program 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 Program shall be subject to the notice provisions provided herein. Accordingly, Participating Employer agrees that it will make no claim against the Chamber or other members of the Chamber, their directors, officers, employees and agents with respect to such benefits and that it shall indemnify and hold harmless Chamber and other members of the Chamber or the Claims Administrator, their directors, officers, employees, and agents, from any and all liability, loss, damage, claims, penalties or assessments, and all costs, such as legal fees, associated therewith, which may arise, directly or indirectly, from sponsorship of or involvement with the Program.

No Third-Party Benefit. This Participation Agreement is made solely for the benefit of the parties hereto, their respective successors, heirs, personal and legal representatives, and permitted assigns. No other person will acquire or have any right by virtue of this Participation Agreement.

Participating Employer will be deemed to have accepted the terms of this Participation Agreement by making its initial Payment and the acceptance of coverage for Covered Persons. Participating Employer agrees that an electronic signature may be used, and that the party signing electronically intends to do so.

PARTICIPATING EMPLOYER

Print Name: Michael L. Booker

Title: Mayor

Date: 1/8/25

Print Name: Cassandra Pride

Title: PRESIDENT OF COUNCIL

Date: 1-8-2025

Approved as to form:

Date: 1/8/25

Thomas P. O'Donnell

Thomas P. O'Donnell
Law Director

THE OHIO CHAMBER OF COMMERCE

Print Name: _____

By: _____

Date: _____