

**Oscar Health Plan of California
Subscriber Agreement**

2018

An Exclusive Provider Organization (EPO) Plan



Oscar Health Plan of California

3535 Hayden Ave.
Suite 230
Culver City, CA 90232

This Agreement is entered into between Oscar Health Plan of California (hereinafter referred to as "We", "Us" or "Our") and the Group Health Plan contract holder (hereinafter referred to as "You" or "Your"). This Agreement is a contract between You and Us.

This Agreement consists of all provisions set forth in this document as well as the provisions found in the Combined Evidence of Coverage and Disclosure Form including the Schedule of Benefits (collectively, the "Plan Documents") issued to Eligible Employees under the Group Health Plan. Any amendment changing the provisions of the Evidence of Coverage is also made part of this Agreement as of the effective date of the amendment.

READ THIS ENTIRE AGREEMENT CAREFULLY. IT IS YOUR RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS AGREEMENT.

This Agreement is governed by the laws of the State of California.

Mario Schlosser
CEO, Oscar Insurance Corporation
295 Lafayette Street
NY, NY 10012

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SECTION I: DEFINITIONS

Agreement: This contract issued by Oscar Health Plan of California to You and the Plan Documents which are incorporated herein by reference.

Effective Date: The date this Agreement is made and entered into by and between the Group Health Plan contract holder and Oscar.

Eligible Employee: An Eligible Employee is a Full-Time Employee who has met any statutorily authorized applicable waiting period requirements. The term includes sole proprietors or partners of a partnership, if they are actively engaged on a full-time basis in the Group's business and included as employees under a Group Health Plan of the Group, but does not include employees who work on a part-time, temporary, or substitute basis. Permanent employees who work at least 20 hours but not more than 29 hours are deemed to be Eligible Employees if all four of the following apply: (1) they otherwise meet the definition of an Eligible Employee except for the number of hours worked; (2) the Group offers the employees health coverage under the Group Health Plan; (C) all similarly situated individuals are offered coverage under the Group Health Plan; and (D) the employee has worked at least 20 hours per normal workweek for at least 50 percent of the weeks in the previous calendar quarter. We may request any necessary information to document the hours and time period in question, including, but not limited to, payroll records and employee wage and tax filings.

Full-Time Employee: A Full-Time Employee is a permanent employee who is actively engaged on a full-time basis in the conduct of the business of the Group with a normal workweek of an average of 30 hours per week over the course of a month, at the Group's regular places of business.

Full-Time Equivalent ("FTE") Employee: This term describes the number of employees counted towards a Group's size determination. For purposes of determining Group eligibility in the Small Employer market, Group size will be determined using the method for counting Full-Time Employees and Full-Time Equivalent Employees set forth in Section 4980H(c)(2) of the Internal Revenue Code.

Group: You or the party that has entered into the Agreement with Us as a Group Health Plan contract holder that meets the definition of a Small Employer.

Group Health Plan: A health care service plan with at least one Eligible Employee enrolled.

SECTION I: DEFINITIONS

Member: The Subscriber or a covered dependent for whom required premiums have been paid. Whenever a Member is required to provide a notice pursuant to a grievance or emergency department visit or admission, "Member" also means the Member's designee.

Small Employer: A Small Employer is any person, firm, proprietary or nonprofit corporation, partnership, public agency, or association that is actively engaged in business or service, that, on at least 50 percent of its working days during the preceding calendar quarter or preceding calendar year, employed at least one, but no more than 100, employees, the majority of whom were employed within the State of California, that was not formed primarily for purposes of buying the Group Health Plan, and in which a bona fide employer-employee relationship exists.

Subscriber: A Eligible Employee of the Group that receives the benefits described in the Plan Documents.

Us, We, Our: Oscar Health Plan of California and anyone to whom We legally delegate performance, on Our behalf, under this Agreement.

You, Your: The Group.

SECTION II: HOW YOUR COVERAGE WORKS

A. Coverage Under this Agreement.

You have purchased a Group Health Plan from Us. We will provide the benefits described in the Plan Documents to covered Members of the Group, that is, to Your Eligible Employees and their covered dependents. You should keep this Agreement with other important papers so that it is available for future reference.

You have a right to apply for any Group Health Plan contract written, issued, or administered by Oscar at the time of application for a new Group Health Plan contract, or at the time of renewal of a Group Health Plan contract. Oscar will provide, upon request, a listing of all contracts and benefit designs Oscar offers to Small Employers, including the rates for each contract.

B. Term and Renewal.

This Group Health Plan is guaranteed issue, regardless of health status or age. The initial term of this Group Health Plan begins on the Effective Date. This Group Health Plan shall continue in effect for a period of 12 months and shall automatically renew thereafter for one-year terms, unless terminated pursuant to the Plan Documents. Pursuant to Section 1357.500(k)(1)(A) of the California Health and Safety Code, any Group that is actively engaged in business or service, that, on at least 50 percent of its working days during the preceding calendar quarter or preceding calendar year, employed at least one, but no more than 100, Employees, the majority of whom were employed within the State of California, that was not formed primarily for the purpose of buying health care service plan contracts, and in which a bona fide employer-employee relationship exists must be issued Small Employer coverage.

This Group Health Plan is guaranteed renewable except in the case of fraud or failure to pay premium, or as permitted to be canceled, rescinded, or not renewed under applicable State and federal law.

Pursuant to 45 C.F.R. 147.106(h), guaranteed renewability rights do not allow a Group to continue its existing coverage if it would not otherwise be permitted to enroll in such coverage per federal law. Consequently, if You experience a reclassification as a large group on renewal, You are required to be issued coverage appropriate for that size group.

C. Group Health Plan Services.

Oscar will provide the Group with Plan Documents as required by Section 1363 of the California Health and Safety Code and Section 1300.63.2 of Title 28 of the California Code of Regulations. The Plan Documents are an integral part of this Agreement and include a complete description of the benefits and conditions of coverage of the Group Health Plan. We will provide the benefits

SECTION II: HOW YOUR COVERAGE WORKS

described in the Plan Documents (the “Covered Services”). We will maintain a network of participating providers available to Members. These providers will act as independent contractors to render the Covered Services as described in and in accordance with the Plan Documents.

Oscar may make periodic administrative modifications. For example, Oscar may modify its process for filing a grievance, or the address to which correspondence must be sent. Oscar will not modify Your benefits, cost-shares, or premium within a plan year. Oscar shall not include any preexisting condition provisions in its coverage.

D. Premiums.

In addition to premiums owed to Us, You must reimburse Us for payment of any applicable federal, state or local sales or excise tax liability relating to claims payments and/or Our administration of coverage under this Agreement. The applicable tax liability includes, but is not limited to, the Comparative Effectiveness Research Fee imposed on Us under Sections 4375-4377 of the Internal Revenue Code, and regulations implementing the same. However, You will not be responsible to pay for incomes taxes, payroll taxes or taxes, fees and assessments based solely on Our net income.

The premiums, copayments, coinsurances, and deductibles set forth upon Your enrollment with Us will be effective for the entire Plan Year, unless required or otherwise allowed by law.

Upon renewal, a change in premium rates or changes in coverage stated in the Group Health Plan contract will not become effective unless We notify You of the change(s) at least 60 days prior to the contract renewal Effective Date.

Oscar will consider a variety of factors in determining its premium, including medical costs and utilization, but may not use specific claims experience in determining that rate change.

E. Paying Premiums and Grace Periods.

For Subscribers added or terminated before the end of a month, that month’s premium will be prorated to reflect the number of days they are covered in that month.

Premium payments are due in full to Us on or before the first day of each month for that month's coverage. Payments may be made electronically as instructed by Us or by mail to 9942 Culver City Blvd., PO Box 1279, Culver City, CA 90232. You are responsible for paying any and all costs and expenses, including reasonable attorney's fees, incurred by Us in collecting any past due premiums from You.

SECTION II: HOW YOUR COVERAGE WORKS

After the initial payment, premium payments to Us are subject to a 30 day grace period , during which time premiums may be paid to Us without lapse of coverage. If premiums are not paid by the end of the grace period, We will notify You that coverage will terminate the day after the last day of the grace period. . If You fail to pay the required premiums and coverage is terminated, Members will be responsible for the costs of all Covered Services received by them after the termination date.

You are responsible for reviewing Your monthly billing invoices and for notifying Us of any corrections within 30 calendar days after the date of each invoice. Failure to promptly notify Us of changes may limit premium adjustments.

SECTION III: WHO IS COVERED

A. Group Eligibility.

In order to be eligible for Oscar coverage, You must qualify as a Small Employer, defined by the Affordable Care Act ("ACA") in conjunction with California law. A Small Employer is any person, firm, proprietary or nonprofit corporation, partnership, public agency, or association that is actively engaged in business or service, that, on at least 50 percent of its working days during the preceding calendar quarter or preceding calendar year, employed at least one, but no more than 100, employees, the majority of whom were employed within this state, that was not formed primarily for purposes of buying health care service plan contracts, and in which a bona fide employer-employee relationship exists. In determining whether to apply the calendar quarter or calendar year test, We will use the test that ensures eligibility if only one test would establish eligibility.

Subsequent to the issuance of the Group Health Plan to You, and for the purpose of determining Your eligibility, Your Group size will be determined using the method for counting Full-Time Employees and Full-Time Equivalent Employees set forth in Section 4980H(c)(2) of the Internal Revenue Code. Under this counting method, first calculate the number of Full-Time Employees. Full-Time Employees are permanent employees actively engaged in the conduct of business on a full-time basis. They must have a normal work week averaging 30 hours per week over the course of a month, work at Your regular place of business, and have met their waiting period, if applicable.

Once You determine the number of Full-Time Employees, You then calculate the number of FTE Employees. FTE Employees are a combination of employees, each of whom individually is not a Full-Time Employee (because they're not employed on average at least 30 hours per week) but who, in combination, are counted as the equivalent of a Full-Time Employee. To calculate FTE Employees, take the total hours worked by non-full time employees in a month and divide that amount by 120. That number (rounded down to the nearest whole number) equals the number of FTE Employees.

Finally, add the number of FTE Employees to the total number of Full-Time Employees to determine Your Group size. Mid-year fluctuations in the number of employees do not affect the determination of Group size. Group size is only determined on issuance and at the time of renewal. To confirm you Group size, We will ask and may rely upon the information You provide, including appropriate tax documentation.

Oscar is guaranteed issue and will not consider any health status-related factor or age in determining eligibility upon enrollment or renewal.

B. Employee Eligibility and Enrollment.

Once You have determined that You, the Group, are eligible for Oscar's Group Health Plan, you may offer coverage to Your Eligible Employees. An Eligible Employee is any permanent employee who is actively engaged on a full-time basis in the conduct of the business of the Group with a normal workweek averaging 30 hours over the course of a month, at the Group's regular place of business. An Eligible Employee may be a sole proprietor or partners of a partnership, if they are actively engaged on a full-time basis in the Group's business and are included as employees under a health care service plan contract of the Group. An Eligible Employee is not an employee who works on a part-time, temporary, or substitute basis. Permanent employees who work at least 20 hours but not more than 29 hours per week may be Eligible Employees if (1) They otherwise meet the definition of Eligible Employee except for the number of hours worked, (2) the Group offers the employees health coverage under the Group Health Plan, (3) all similarly situated individuals are offered coverage under the Group Health Plan, and (4) the employee has worked at least 20 hours per normal workweek for at least 50 percent of the weeks in the previous calendar quarter. We may request any necessary information to document the hours and time period in question, including, but not limited to, payroll records and employee wage and tax filings.

Only Eligible Employees described above may enroll as Subscribers in the Group Health Plan. The Group must enroll each Eligible Employee in the Group Health Plan or obtain a declination of Group-sponsored coverage as described below. If an Eligible Employee does not enroll, or if a Subscriber is terminating coverage (disenrolling), the Group must obtain a written notice, signed by the Eligible Employee or Subscriber, that the individual declines the Group-sponsored coverage or is terminating coverage in the Group Health Plan. This notice must clearly indicate that the individual is aware that if he or she does not enroll or does not enroll any eligible dependents for coverage in the Group Health Plan within 30 days after the individual's eligibility date, or disenrolls, the individual may be excluded from coverage until the Group's next plan year.

Any exceptions to standard eligibility and enrollment procedures applicable to You must be documented with Us upon either enrollment with Us or for a renewal period. Any revised eligibility and enrollment procedures will amend this Agreement and supersede any previous eligibility and enrollment procedures for this Agreement.

You must notify Oscar in writing when an employee has a Qualifying Event pursuant to 1366 (2)(d) of the California Health and Safety Code, within 30 days of the Qualifying Event and within 30 days of the date, when the employer becomes subject to Section 4980B of the United States

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Internal Revenue Code or Chapter 18 of the Employee Retirement Income Security Act, 29 U.S.C. Sec. 1161 et seq.

As between Us and You, You are responsible for complying with the terms of this Section even if You have contracted with a third party administrator to administer Your enrollment functions.

C. Furnishing of Necessary Information to Employees.

You must forward all applicable enrollment forms that You receive from employees to Us within 10 business days of receipt from any employee. After we receive and accept an employee's enrollment, We will provide an identification card to each Subscriber. The identification card will contain Our address and telephone number, and serves as evidence of enrollment.

We will prepare and deliver, at no cost to You, the Schedule of Benefits documents (the "SOB"), as well as the Summary of Benefits and Coverage documents (the "SBC"). SOBs and SBCs will be delivered to You in electronic format, unless a paper copy is requested. You will distribute the SOBs and SBCs to Your employees at the time the Group Health Plan is offered, enrolled in, renewed, in accordance with law, or as otherwise requested. A single SBC may be provided for an employee and all relevant beneficiaries.

If, at the time of renewal, Oscar increases copayments or coinsurance, or reduces Covered Services provided under the Group Health Plan, You must promptly notify all Subscribers of the increase or reduction. In addition, You shall promptly notify Subscribers of any other changes in the terms or conditions of this Agreement affecting the Subscriber benefits or obligations under the Group Health Plan. You must provide such notice by delivering to each Subscriber a true, legible copy of the notice of the copayments or coinsurance increase or reduction in Covered Services sent from Oscar to You at the Subscriber's then current address and promptly provided proof of such mailing and the date thereof to Oscar.

In accordance with Section 1366.27 of the California Health and Safety Code, You must notify qualified beneficiaries currently receiving continuation coverage, whose continuation coverage will terminate under one group benefit plan prior to the end of the period the qualified beneficiary would have remained covered, of the qualified beneficiary's ability to continue coverage under a new group benefit plan for the balance of the period the qualified beneficiary would have remained covered under the prior group benefit plan. This notice shall be provided either 30 days prior to the termination or when all enrolled employees are notified, whichever is later.

The Group must facilitate Our distribution of any and all written material that We are required to provide to Members to comply with the terms of this Agreement, state or federal laws or

SECTION III: WHO IS COVERED

regulations, or to fulfill health plan accreditation standards. We are not required to issue to Members any notice of termination, cancellation, or non-renewal of this Agreement, except as required by law.

D. Non-Discriminatory Terms.

You must offer Eligible Employees coverage under the Group Health Plan on terms no less favorable than those on which You offer any other health benefits plan. You agree to make no attempt, whether through differential premium contributions or otherwise, to encourage or discourage coverage of employees and their eligible dependents under this Agreement. If Your contributions to coverage under any other health benefits plan are increased during the term of this Group Health Plan, You agree to make a similar change in Your contribution rate to coverage under this Agreement.

We agree that We will not provide for coverage under conditions less favorable for employees than coverage provided for covered spouses dependent upon the employees.

E. Notice Requirements.

If the Group or We terminate this Agreement pursuant to Section V (below), the Group shall promptly notify all Members enrolled through the Group of the termination of coverage in the Group Health Plan. The Group shall provide to each Subscriber a true, legible copy of any Notice of Cancellation for Nonpayment of Premiums and Grace Period or Notice of Cancellation, Rescission or Nonrenewal (whichever is applicable and received from Us) to the Group at the Subscriber's then current address and promptly provide proof of such mailing and the date thereof to Us.

You will notify Us of an employee's loss of eligibility within 30 days following such employee's loss of eligibility. By notifying Us, You acknowledge that You have informed such employee of his or her loss of eligibility at the time the loss occurred. Your failure to provide such notification may limit premium refund.

We may grant retroactive premium credit for enrollment changes that are effective more than 30 days before We received notification of the change if You certify to Us that You notified the affected employee at the time of loss of eligibility. This provision is intended to comply with the ACA regarding rescissions, as amended and pursuant to regulations promulgated thereunder.

You are responsible for compliance with all notice requirements including, but not limited to, notices that are Your obligation under the ACA, COBRA, Knox-Keene Act, Title 28 of the California Code of Regulations, Cal-COBRA and the Health Insurance Portability and Accountability Act

SECTION III: WHO IS COVERED

("HIPAA"), and any amendments thereto. You are not responsible for notices that must be provided by Oscar.

We will provide Certificates of Creditable Coverage required at the time Our coverage terminates unless otherwise agreed by Us and You. You are responsible for notifying Us of all terminations of coverage as set forth in the Plan Documents.

SECTION IV: EXCLUSIONS AND LIMITATIONS

A. Exclusions.

Notwithstanding anything contained in this Agreement, We will have no obligations to You for any coverage not specified in the Plan Document's nor any coverage that You, in whole or in part, contract with other carriers to provide on Your behalf.

SECTION V: TERMINATION OF COVERAGE

A. Termination by the Group.

The Group may terminate this Agreement with or without cause by giving a minimum of 30 days written notice of termination to Oscar. Group termination must be effective on the first day of the month. The Group shall continue to be liable for Group Health Plan premiums for all Members enrolled in this Group Health Plan through the Group until the date of termination.

B. Termination by Oscar for Nonpayment of Premium.

Oscar may terminate this Agreement in the event the Group or its designee fails to remit Group Health Plan premiums in full by the due date to Oscar. Oscar will duly notify the Group and provide at least a 30 day grace period in accordance with Section 1365 of the California Health and Safety Code. Nonpayment of Group Health Plan premiums includes without limitation payments returned due to insufficient funds and checks post-dated beyond the 30 day grace period. If We terminate this Agreement for nonpayment of premium, We will first give the Group 30 days prior written notice of cancellation. The notice of cancellation will state that this Agreement will not be terminated if the Group makes appropriate payment in full before the end of the 30 day grace period.

C. Termination by Oscar when the Group Provides Misleading or Fraudulent Information.

Oscar may terminate this Agreement 30 days after Oscar sends written notice to the Group if Oscar demonstrates fraud or an intentional misrepresentation of material fact under the terms of the Agreement by the Group.

D. Post-Termination.

No termination will relieve Us of any obligation imposed upon Us by the terms of the Plan Documents for health care services rendered before the date of termination, or relieve You of any obligation incurred prior to the date of termination of the Plan Documents.

In the event that You become the subject of a bankruptcy or similar proceeding, You agree that any pre-petition benefits provided by Us on credit will be allowed under 11 U.S.C. § 502 and entitled to Your maximum priority under 11 U.S.C. § 507(a)(4) and § 507(a)(5). You further agree that any post-petition benefits that are provided by Us on credit will be allowed under 11 U.S.C. § 503(b) and entitled to administrative expense priority.

You are responsible for notifying Your employees and their covered dependents of any termination of the Group Health Plan.

SECTION V: TERMINATION OF COVERAGE

In the event that You and/or a Member is determined to have engaged in fraud or material misrepresentation, premium will not be refunded.

SECTION VI: GENERAL PROVISIONS

1. Acceptance of the Agreement.

The Group accepts this Agreement by execution of this Agreement. Member accepts the terms, conditions and provisions of this Agreement upon completion and execution of the enrollment form. Acceptance by any of these methods shall render all terms and provisions of this Agreement binding on Oscar, the Group, and Members.

2. Amendments.

The Plan Documents may be amended by either party upon written notice to the other if amendment is necessary in order to comply with applicable laws and regulations. It may be amended by Us on an annual basis, effective upon renewal of the Group Health Plan, with not less than 60 days' prior written notice to You.

3. Confidential Information.

The parties acknowledge that, in the performance of this Agreement, they may share confidential and proprietary information belonging exclusively to the other. For the purposes of this Agreement, confidential and proprietary information shall include but not be limited to the personal, financial or business affairs of either party, know how, processes, procedures, technology, and any other information, which under the circumstances ought reasonably to be treated as confidential and/or proprietary ("Confidential Information"). Confidential Information shall not include information:

- Which has become generally known to the public other than by a breach of this Section;
- Which is or becomes known to the other on a non-confidential basis from a third party, provided that the third party is not known to the receiving party to be prohibited from disclosing such information by a contractual, fiduciary or other duty owed;
- Independently developed by the receiving party without the use of any of the information received from disclosing party; or
- Information required to be disclosed by law or judicial order.

With respect to Confidential Information, and except as expressly authorized herein, the parties agree that during the term of the Group Health Plan and at all times thereafter, they shall not use or otherwise disclose such Confidential Information to any person, except its own employees, contractors and/or agents having a "need to know" or other such recipients as agreed to in writing by the parties prior to disclosure. The parties and their employees, contractors and/or agents shall use at least the same degree of care in safeguarding the Confidential Information of each other as they use in safeguarding their own confidential information, but in no event shall less than due diligence and care be exercised.

SECTION VI: GENERAL PROVISIONS

This Section shall survive the termination of the Group Health Plan.

4. Contracted Provider.

In accordance with Section 1300.67.4(a)(10) of the California Code of Regulations, if one of Oscar's contract health care providers terminates its contract with Oscar, Oscar will be liable for Covered Services rendered by such provider (other than for copayments and coinsurance) to a Member who retains eligibility under the Group Health Plan or by operation of law under the care of such provider at the time of such termination until the services being rendered to the Member by such provider are completed, unless Oscar makes reasonable and medically appropriate provision for the assumption of such services by a contracting provider

5. Dispute Resolution.

If a dispute between the Group Health Plan contract holder and Oscar concerning the Group Health Plan cannot be resolved by the parties, the dispute will be resolved by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. Such arbitration may be initiated by any party by making a written demand for arbitration on the other party within 30 days of the time the dispute arises. Within 30 days of that demand, the parties will designate an arbitrator and give written notice of such designation to the other. The two arbitrators selected by this process will select a third arbitrator and give notice of the selection to Us and You. The three arbitrators will hold a hearing and decide the matter within 30 days thereafter. The results of the arbitration will be final and binding on both parties. Judgment upon and award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party will pay the fee of the arbitrator it chooses, and the parties will share equally the fee of the third arbitrator. The requirements of this Section shall survive termination of the Group Health Plan.

6. Effect of Payment or Providing Services.

Whether or not signed by You, this Agreement shall be effective upon the payment of premiums by You or the furnishing of covered services by Us.

7. ERISA Fiduciaries.

If Your Group Health Plan is subject to ERISA, You, or Your designee (other than Us), will be the plan administrator of Your Group Health Plan under ERISA and will have all the responsibilities and authority of that position including ensuring compliance with ERISA, preparing and distributing summary plan descriptions, and advising all Members of (i) available benefits and any changes in benefits; (ii) termination of coverage for any reason, including the failure to make any payments when due; and (iii) their COBRA rights, if any. We may not be named as, and will not be considered to be, a "named fiduciary" or "plan administrator" within the meaning of ERISA for Your Group Health Plan governed by ERISA.

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You may delegate the responsibility and discretionary authority to process and pay claims to Us as “claims administrator” and retain all other responsibilities and duties under ERISA not specifically delegated to Us. We agree to assume such responsibility and authority, including any responsibility We may have as a “named fiduciary” (as defined under ERISA § 402) for purposes of Our claims administration duties, to the extent that under the Group Health Plan and ERISA We meets the definition of a “named fiduciary.” As the named administrator, We will have the power and discretion to construe the terms of the Plan Documents and to determine all questions pertaining to the administration, interpretation, and application of the Plan Documents that involve eligibility for benefits and the payment or denial of claims. In addition, the parties agree that We will have the responsibility for ensuring that Our claim procedures comply with the Department of Labor’s Claims Procedures (described in 29 C.F.R. § 2560) and for handling all levels of appeals.

8. Entire Agreement.

This Agreement, including the Plan Documents, any new or renewal Group applications (if applicable), any rate proposals, letters, and amendments or attachments/exhibits thereto, constitutes the entire Agreement between You and Us. On the Effective Date, this Agreement supersedes all other agreements for health care services and benefits between the parties. However, if this Agreement, including but not limited to any document referenced herein, contains a typographical error which is a mistake that is known or should have been known by the parties, the parties agree that this Agreement will be amended to correct such error.

9. Furnishing Information and Audit.

You shall make payroll and other records available to Us for inspection for the purpose of confirming Member eligibility or whether You meet Our underwriting guidelines pursuant to this Agreement. When necessary, inspection will be conducted at Your offices, during regular business hours, and upon reasonable advance request from Us. If necessary to resolve outstanding issues, this provision shall survive the termination of this Agreement.

10. Governing Law.

Oscar is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Title 28 of the California Code of Regulations, and any provision required to be in this Agreement by either of the above shall bind the Us whether or not set forth herein. This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of California and the United States of America, including, without limitation, the Knox-Keene Health Care Service Plan Act of 1975, as amended, and the regulations adopted thereunder by the California Department of Managed Health Care.

11. Group as Agent.

For all purposes of this Agreement, including the payment of premiums, You are the agent for all Members covered under the Group Health Plan. Notice by or to You will satisfy any notice requirements of this Agreement or the Plan Documents, unless Oscar is required to give notice directly to Members.

12. HIPAA Privacy Notices.

We will prepare Notices of Privacy Practices appropriate for You under 45 C.F.R. Parts 160 and 167 ("Privacy Standards"). You represent and warrant that You do not create or receive Protected Health Information ("PHI") (as defined in 45 C.F.R. § 164.501) and are not entitled to receive any PHI from Us, except as permitted in 45 C.F.R. § 164.520(a)(2)(iii), or the law of the State of California where more stringent, so that the burden to maintain and provide Notices of Privacy Practices is entirely that of Us. You will cooperate with Us in the preparation of Notices of Privacy Practices and will not prepare any such notices independently.

13. Maximum Contractual Benefits.

When a husband and wife are both employed as employees, and both have enrolled themselves and their eligible family members under a group health care service plan provided by their respective employers, and each spouse is covered as an employee under the terms of the same master contract, each spouse may claim on his or her behalf, or on behalf of his or her enrolled dependents, the combined maximum contractual benefits to which an employee is entitled under the terms of the master contract, not to exceed in the aggregate 100 percent of the charge for the covered expense or service.

14. Renewal Date.

The renewal date for this Agreement is the anniversary of the Effective Date of the Group Health Plan of each year. This Agreement will automatically renew each year on the renewal date, unless otherwise terminated by Us as permitted by this Agreement or by the Subscriber upon 45 days' prior written notice to Us.

15. Right to Use Vendors.

We reserve the right to administer Our plans through the use of third party administration and other vendors.

16. State of California Review of Member Grievances.

Pursuant to Section 1368.02 of the California Health and Safety Code, the California Department of Managed Health Care is responsible for regulating health care service plans. If Subscribers have a grievance against Oscar, Subscribers should first telephone Oscar at 1-855-Oscar-55 and

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use Oscar's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available. If a Subscriber needs help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by Oscar, or a grievance that has remained unresolved for more than 30 days, the Subscriber may call the Department for assistance. The Subscriber may also be eligible for an Independent Medical Review ("IMR"). If the Subscriber is eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (1-888-HMO-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department's Internet Web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.

17. Workers' Compensation.

Upon Our request, You will submit proof of Your workers' compensation coverage or an exclusion form which has been accepted by the Workers' Compensation Board. You will cooperate with Us to secure Oscar's right to subrogation and reimbursement related to workers' compensation claims or settlements involving any employee under this Agreement.