

**AGREEMENT SPONSORING CERTAIN INSURANCE BENEFITS AND FOR THE
ADMINISTRATION OF THE CITY OF OKLAHOMA CITY'S
GROUP TERM LIFE INSURANCE PROGRAM**

BETWEEN

THE OKLAHOMA CITY MUNICIPAL FACILITIES AUTHORITY,

AND

THE OKLAHOMA CITY POST-EMPLOYMENT BENEFITS TRUST,

AND

**DEARBORN LIFE INSURANCE COMPANY, DOING BUSINESS AS
BLUE CROSS AND BLUE SHIELD OF OKLAHOMA**

This Agreement is hereby made and entered into this 19th day of December, 2023, by and among the parties, Dearborn Life Insurance Company, doing business as Blue Cross and Blue Shield of Oklahoma (hereinafter referred to as "DLIC" or "Provider"), the Oklahoma City Municipal Facilities Authority, a public trust under the laws of the State of Oklahoma (hereinafter referred to as "OCMFA" or "Sponsor"), on behalf of its sole beneficiary, the City of Oklahoma City (hereinafter referred to as "The City" or "Employer"), and the Oklahoma City Post-Employment Benefits Trust (an irrevocable trust approved by the IRS under Section 501(c)(9) of the Code, hereinafter referred to as "OPEBT" and, individually or together with OCMFA as "Sponsor"), on behalf of its beneficiaries, the retirees and eligible dependents of the City and certain participating public trust.

The parties agree that the Agreement shall become effective January 1, 2024 ("Effective Date"). The parties further agree that they will work together in good faith after the contract is approved, but before the Effective Date, to be sure that the insurance benefits are in place and the administration of the City's Group Term Life Insurance Program is operational prior to the Effective Date hereof.

WITNESSETH:

WHEREAS, OCMFA and OPEBT provide a group term life insurance program on behalf of The City, for the eligible employees and retirees of The City and other participating public trust, and for the eligible dependents of such employees and retirees, collectively referred to as "Participants"; and

WHEREAS, DLIC provides Group Term Life and Accidental Death & Dismemberment insurance plan benefits as outlined in Exhibit A which is hereby incorporated by reference and made part of this contract and its language herein. Exhibit A shall hereinafter be referred to as the "Plan"; and

WHEREAS, DLIC provides Voluntary Term Life and Accidental Death & Dismemberment insurance plan benefits as outlined in Exhibit B which is hereby incorporated by reference and made part of this contract and its language herein. Exhibit B shall hereinafter be referred to as the "Plan"; and

WHEREAS, DLIC shall provide the benefits outlined in the Plan to all participants who are eligible to participate as defined in the Plan and authorized by The City. It is further agreed that coverage in excess of the basic policy paid for by The City, dependent coverage and retiree coverage will be provided, at the expense of the employee/retiree, in accordance with the terms and conditions of the Plan; and

NOW, THEREFORE, in consideration of the premises, covenants, promises and agreements contained herein, the parties agree as follows:

SECTION ONE **DEFINITIONS**

For the purposes of this Agreement and the various conditions, promises, covenants and payments hereinafter set forth, Sponsor and DLIC agree that the definitions and identifications used herein shall mean as follows:

- 1.0 City. The City of Oklahoma City, a political subdivision of the State of Oklahoma.
- 1.1 Contract Administrator. Total Rewards Manager of the City. The primary responsibilities of the Contract Administrator are to coordinate and communicate with DLIC and to manage and supervise execution of this Agreement as set forth herein. In the administration, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services, and provided further that changes by the Contract Administrator may be relied upon by the parties.
- 1.2 Definition. All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with state and local laws, except where the context clearly indicates a different meaning.
- 1.3 Commencement of Participants. All Participants who are eligible on or before the effective date may become Participants on the effective date of the plan. Persons qualifying as eligible Participants after the effective date must elect to participate within the initial enrollment period of the Plan or within thirty-one (31) calendar days after first becoming eligible as provided in the Plan. Eligible Participants not enrolling in the Plan on or before the effective date, or within 31 calendar days after first becoming eligible may only become participants on the first day of any subsequent Plan year, unless the commencement of participation is due to a family status change as provided in the Plan.
- 1.4 Effective Date. This Agreement is made effective January 1, 2024, under the terms and conditions set forth herein.
- 1.5 Total Rewards Manager. Shall mean the Total Rewards Manager for The City and/or his/her direct supervisor, the Chief Human Resources Officer of The City.
- 1.6 Participant. Shall mean for the purposes of the Group Term Life Insurance Program, The City's and participating public trusts' eligible employees and/or retirees, and such employee's or retiree's eligible dependents, entitled to participate in the Group Term Life Insurance Program benefits as determined and authorized by The City.
- 1.7 Plan Year. Shall mean the year between the 1st of January and end on the 31st of December.
- 1.8 Response to the Request for Proposal (RFP). Shall mean the sealed proposal and response submitted by DLIC on May 23, 2023 in response to The City's request for proposals regarding a Group Term Life Insurance Plan(s).
- 1.9 Sponsor. Shall mean the Oklahoma City Municipal Facilities Authority, a political subdivision of the State of Oklahoma and a public trust organized under the Oklahoma Public Trust Act, 60 Okla. Stat. § 176, et seq. and the Oklahoma City Post-Employment Benefits Trust, an irrevocable trust established as a voluntary employees' benefits association under Section 501(c)(9) of the IRS Code.

SECTION TWO **TERMS AND OPTIONS TO RENEW**

- 2.0 Term. It is the intent of the parties to enter into an agreement with a series of terms not to exceed five calendar years, subject to the annual roll-over provisions contained herein. This Agreement shall begin on January 1, 2024 for a period of one (1) year with four (4) one year renewal options

to not exceed a period of five (5) years. The Sponsor's ability to continue this Agreement, in whole or in part, is totally dependent upon the continuation of annual funding received from The City, beneficiary of this Agreement (as required by the Oklahoma Constitution and the Oklahoma Municipal Budget Act, 11 O.S. §§ 17-201, et seq). The inability or failure of The City, and other participating public trusts to budget and appropriate adequate funding on a fiscal year basis for purposes of providing this health and welfare benefit on behalf of their employees and eligible dependents shall require the OCMFA (Sponsor) and OCBEBT to terminate this Agreement, according to the terms set forth herein.

- 2.1 Premium(s). The Parties agree that all premium set forth in Section 4.0 below, or in the attachments to this Agreement, shall be effective for at least the first five years of the Agreement and that retroactive refunds and/or credits shall be applied based upon such premium for the preceding term.
- 2.2 Renegotiation of Premiums. In accordance with the notice terms of Section 4.3 below, and if neither party has given notice of termination as provided in this Section Three of this Agreement, DLIC and Sponsor shall begin good faith negotiation to establish premium for subsequent Plan Years. DLIC agrees that in the absence of exceptional circumstance, there will be no increase in fees or charges during the first five years of this Agreement.

2.3

SECTION THREE **TERMINATION**

- 3.0 Termination for Cause. Notwithstanding any other provision, this Agreement may be terminated under the following circumstances:
- (a) Upon failure of Sponsor to pay DLIC compensation as described in this Agreement, DLIC may terminate this Agreement thirty (30) calendar days after giving written notice of the default to Sponsor, unless Sponsor pays in full during such thirty (30) calendar day period; or
 - (b) Upon thirty (30) calendar days prior written notice to a breaching party identifying the nature of a material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of such thirty (30) calendar days, unless such breach has been cured within the thirty (30) calendar day period by the breaching party.
 - (c) Upon thirty (30) calendar days prior written notice to DLIC for failure to comply with the provisions of Section 7.18 below.
- 3.1 Termination without Cause. Any party may terminate this Agreement without cause upon one-hundred and twenty (120) calendar days prior written notice to the other party.
- 3.2 Termination for Convenience. Although the intent is to enter into a five-year agreement with DLIC to provide group life insurance benefit services, and as described in Section 2.0 above, the OCMFA and OPEBT are dependent upon The City's commitment to continue funding health and welfare benefits for its employees and retirees, in order to obtain the funding for this Agreement. Under the laws of the State of Oklahoma, a municipality cannot enter into multi-year agreements and therefore, The City is not a party to this agreement, however, The City's, or other participating public trusts' ability to or willingness to fund health and welfare benefits for their employees from year to year, is a critical component of the Sponsors' ability to continue this agreement from Plan Year to Plan Year. The OCMFA and OPEBT reserve the right to terminate this Agreement, upon sixty (60) calendar days written notice, if The City is unable, or fails, or elects not to appropriate adequate funding for the health and welfare benefits during any subsequent fiscal year.

Upon termination for the convenience of the OCMFA or OPEBT, the OCMFA and OPEBT shall

pay DLIC for all eligible and qualified services rendered, up to the time of the notice of termination, in accordance with terms, limits and conditions of the Agreement and as further limited by the not to exceed amounts set out in the Agreement.

The rights and remedies of OCMFA and OPEBT provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement. Any such termination will be effected by delivery to DLIC of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective. After receipt of a termination notice, DLIC shall stop performance of services and/or accept no further services under the Agreement, beyond the termination effective date with the exception of processing claims incurred on or before the termination date of this Agreement.

Notwithstanding anything previously stated to the contrary, termination of the Plan must be done in accord with its terms and termination requirements are separate from this Agreement.

SECTION FOUR **DLIC'S COMPENSATION**

- 4.0 Compensation to DLIC. Sponsor shall compensate DLIC by check or wire transfer as specified and provide to the following address:

Dearborn Life Insurance Company
36788 Eagle Way
Chicago, Illinois 60678-1367

Active Employee Basic Life benefit	\$.110/ \$1,000 /month – Active Employees
Retiree Life	\$1.825 per \$1,000/month – Retired Employees
Active Employee Accidental Death and Dismemberment benefit	\$.032/\$1,000/month – Active Employees Only
Voluntary Child Life	\$.525 per \$2,500 / month
Voluntary Spouse Life benefit	\$.285/\$1,000/month
Voluntary Employee AD&D benefit	\$.032/\$1,000/month

- 4.1 Invoices and Timely Payment. The Sponsor, on behalf of the Sponsor and OPEBT, will self-account the invoice that will reflect the volume of coverage for each full-time employee and retired Participant and provide to DLIC on a monthly basis. OCMFA will make timely payments (on behalf of OCMFA and OPEBT), to DLIC based on the rate as reflected in Section 4.0. Payment will be made by check or wire transfer within fourteen (14) calendar days immediately following approval of the invoice by the OCMFA.
- 4.2 Implementation Fee: In consideration of the OCMFA's and OPEBT's conditional commitment to a five-year Agreement, (which is contingent upon The City's annual fiscal appropriations to fund health and welfare benefits for its employees and retirees); DLIC will waive any usual implementation fee.
- 4.3 Rate Adjustments. Any proposed rate adjustments will become effective on January 1 of each subsequent year, if approved by the OCMFA, and will be subject to concurrence by OPEBT. DLIC's notification to OCMFA regarding rate adjustments must be provided one-hundred eighty (180) calendar days prior to the effective date of January 1 unless the Agreement is terminated by either party in accordance with the term of the Agreement.

SECTION FIVE

DLIC'S RESPONSIBILITIES

- 5.0 Member Services. DLIC shall provide the services of its Customer Services Department which will provide telephone support to participants via a toll-free number. The hours of operation for DLIC's Customer Service Center are 7:00am – 7:00pm Central Time, Monday through Friday.
- 5.1 Sponsor's Audit. Audits of DLIC's payment process may be conducted only with an independent third-party auditor and are also subject to confidentiality requirements and applicable law. For purposes of this Agreement, the City Auditor shall be considered an independent third party auditor. Audits shall be conducted during ordinary business hours and upon not less than ten (10) calendar days advance notice.
- 5.2 Service Provided by DLIC. It is understood and acknowledged by Sponsor that DLIC shall provide its services in accordance with its standard methods. In the event that Sponsor requests non-standard or customized services, the additional cost of such services shall be paid by Sponsor at an additional charge to be mutually agreed upon by the parties in writing before the services are provided. DLIC will endeavor to adhere to the current service standards as set forth in Exhibits "A" and "B." Any non-standard or customized services desired by OPEBT must be requested by and through the OCMFA or the Contract Administrator.
- 5.3 General Support and Consultative Service. DLIC shall provide to the OCMFA, OPEBT, and The City, upon reasonable request, general support and consultative services regarding life insurance and related services as part of basic services.
- 5.4 Participant Information. DLIC, at the request of the Employer, will provide each Participant a Certificate of Coverage brochure describing the Plan with a toll-free number and address for member services.
- 5.5 Final Authority and Additional Services. DLIC shall have complete discretionary, binding and final authority with regard to payment of any disputed claim or provision of benefits according to processes established by DLIC. Upon termination of this Agreement, DLIC shall be obligated to process only those claims incurred on or before the termination date of this Agreement.
- 5.6 Additional Services. In the event that DLIC is requested to provide services other than those described in this Agreement, but mentioned and described in the Response to Request for Proposal, including special research projects, non-standard or special ad hoc reports, major DLIC system charges to accommodate changes in benefit design program or system or other task to be specifically performed for the OCMFA/OPEBT/The City; said services shall only be provided upon prior written direction from the Total Rewards Manager and/or Chief Human Resources Officer of The City acting within the limits of State law, the Charter and Ordinances of The City and policies of the City Council or OCMFA or OPEBT. Any additional services performed pursuant to the above written direction shall be paid in accordance with the provision of the Response to Request for Proposal or in accordance with mutually agreed upon terms. Some additional services may require prior approval of the Trustees of the OCMFA and OPBET. In the event that the Total Rewards Manager or Chief Human Resources Officer exceeds their lawful authority, no claim for extra work of any kind or nature shall be recognized by or be binding upon the OCMFA and OPBET unless such work or service is first approved in writing by the OCMFA and OPBET.

SECTION SIX

SPONSOR'S RESPONSIBILITIES

- 6.0 Eligibility. Pursuant to mutually agreed upon schedule, Sponsor shall provide eligibility data to DLIC for all eligible Participants, and to the fullest extent possible, data on any changes, additions, or terminations of Participants. Sponsor agrees that DLIC may act in reliance upon the accuracy of all data received from Sponsor.

- 6.1 Retroactive Termination. Sponsor shall be responsible to notify DLIC of a Participant's termination of eligibility under the health and welfare program. All payments for covered services provided to such a Participant shall be the responsibility of the Sponsor until the close of the fifth day after such time as Sponsor has notified DLIC of the Participant's termination.
- 6.2 Financial Responsibility. The OCMFA and OPEBT shall be solely financially responsible for making premium payments to DLIC, including any applicable and legally required tax imposed and for all administrative fees. The parties acknowledge and agree that the provision of such funding to DLIC satisfies the OCMFA's and OPEBT's obligations for payment of those claims and administrative fees.
- 6.3 ERISA Exception. The parties acknowledge and agree that the Sponsor is currently exempt from the Employee Retirement Income Security Act of 1974, as amended from time to time, 29 U.S.C. § 1001, *et seq.*
- 6.4 Notices. Any notices required hereunder shall be in writing and shall be deemed given when mailed, postage prepaid, by registered or certified mail, return receipt requested, or after being sent by a recognized overnight delivery service, to the following address:

For DLIC:

Vice President, General Counsel and Secretary
Dearborn Life Insurance Company
701 East 22nd Street
Lombard, Illinois 60148

For SPONSOR and OPEBT:

Jason Long
Total Rewards Manager
Human Resources Department
City of Oklahoma City
420 W. Main Street, Suite 110
Oklahoma City, Oklahoma 73102-2232

with copies to:

City Clerk
The City of Oklahoma City
200 N. Walker, 2nd floor
Oklahoma City, Oklahoma 73102

or to such address or to such other person as may be designated by written notice given during the term of this Agreement to one party to the other.

SECTION SEVEN

GENERAL PROVISIONS

- 7.0 DLIC Proprietary Information. Sponsor agrees that all confidential and proprietary information of DLIC, including but not limited to, DLIC's system formats and other system information, reporting packages, proprietary software and terminals and related user documentation, clinical and other manuals, prior authorization, evaluation criteria, discounts and other rate related information (collectively "DLIC Proprietary Information") are considered to be confidential and proprietary to DLIC. Sponsor shall not use DLIC Proprietary Information or disclose it to any third party, at any

time during or after termination of the Agreement, except as specifically contemplated by this Agreement or upon DLIC's prior written consent, or as otherwise required by law or court order. Upon termination of this Agreement, Sponsor shall cease using all DLIC Proprietary Information along with other DLIC systems, manuals, procedures, or equipment provided to Sponsor by DLIC, and all such information and property shall be returned to DLIC immediately upon DLIC's request. This obligation of Sponsor shall not apply, however, if and to the extent that:

- (a) The DLIC Proprietary Information was already known to Sponsor at the time of receipt from DLIC; or
- (b) The DLIC Proprietary Information is lawfully obtained by Sponsor from a third party; or
- (c) The DLIC Proprietary Information was either published or otherwise available to the public at the time of its receipt by Sponsor from DLIC or later became published or available to the public other than by breach of this Agreement; or
- (d) To the extent that disclosure is required by federal, state or local laws (including the Oklahoma Open Records Act, 51 Okla. Stat. § 24A, *et seq.*) the Sponsor, OPEBT, and The City shall make a good faith effort to protect this proprietary information by promptly and timely advising DLIC of any request or demand for disclosure, and to the extent allowed by law, cooperate with DLIC in defending a claim for disclosure. The Sponsor, OPEBT, and The City agree to provide prompt written notice to DLIC of any such demand for disclosure prior to disclosure of DLIC Proprietary Information.
- (e) DLIC acknowledges that OCMFA, OPEBT and The City are public entities and therefore, this written agreement is considered an open record and therefore will be available to third parties.

7.1 Confidentiality Regarding Covered Persons. The parties shall maintain confidentiality of any information relating to Participants in accordance with any applicable laws and regulation. It is contemplated by this Agreement, however, that confidential information about Participants will be obtained by DLIC in providing services under this Agreement and that such confidential information will be obtained from and/or distributed to the Sponsor. The Sponsor agrees that it will comply with applicable confidentiality laws and regulations and when necessary shall make a reasonable effort to obtain an adequate release from Participants in regard to release of confidential information relating to Participants provided to DLIC, or provided by DLIC to Sponsor, The City, or third parties as maybe required under this Agreement. The Sponsor shall use reasonable efforts to ensure that its use of Participant information is in compliance with applicable laws and regulations. To the extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless DLIC from any and all third-party claims, penalties, liabilities, losses, damages, settlements or costs which may arise from DLIC's provision of information protected under the law to Sponsor or to a third party if required by this Agreement, provided any such disclosure was not prohibited by law and was not the result of some intentional act of the Sponsor's employees or the employees or agents of a third party.

7.2 Governing Laws, Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws and regulations of the State of Oklahoma, exclusive of its choice of law rules. Any litigation brought under this Agreement shall be conducted in the State of Oklahoma in State District Court in Oklahoma County or the Federal District Court for the Western District of Oklahoma. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

7.3 Severability. In the event that one or more provisions contained herein shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be fully severable. Thereafter, this Agreement shall be construed and entered as if such invalid provision had not been

inserted, and the balance of this Agreement shall remain in full force and effect. Notwithstanding, the foregoing, if such modification causes a material change in the obligations or rights of either party, upon written notice from one (1) party to the other of the adverse effect thereof upon such party and then if the parties are not able to mutually agree as to an amendment hereto, the notifying party may terminate this Agreement upon thirty (30) calendar days written notice to the other party.

- 7.4 Assignment. This Agreement, or the rights and duties stated herein, shall not be assigned by the OCMFA or OPEBT without the prior written consent of DLIC. In as much as the Agreement is a personal and professional service agreement that relies upon the personal and professional integrity, financial standing and unique ability and expertise of DLIC to provide professional and personal services to the OCMFA and OPEBT, DLIC agrees that it may not assign its obligations, rights of interests in the Agreement without the prior written approval of the Sponsor. Notwithstanding the foregoing, DLIC may assign its rights and obligations hereunder to affiliated companies or by operation of law in the event of a merger or a transfer of substantially all of DLIC's assets or a sale of DLIC. In the event of such sale or transfer, DLIC will use its best efforts to have the acquiring entity assume all obligations under this Agreement.
- 7.5 Entire Agreement. This Agreement, including its Exhibits, Attachments, or Appendices and the Response to Request for Proposal, constitutes the complete understanding of the parties with respect to the subject matter hereof and may not be amended except upon written agreement of the parties. The terms of the body of the Agreement shall apply to the Exhibits, Attachments or Appendices. In regard to the payment of benefits, in the event of a conflict between the terms of this Agreement and the Plan attached as Exhibit A or the Plan attached as Exhibit B, the terms of the Exhibit A or Exhibit B, as applicable, will control over any inconsistent terms of the Agreement, the Response to Request for Proposals and any other Exhibit, Attachment, or Appendix. In regard to contract administrative matters and issues, in the event of a conflict between the terms of this written Agreement and any Exhibit, Attachment or Appendix thereto, the terms of this Agreement, Exhibit, Attachment or Appendix will control over the Response to Request for Proposals, or any Exhibit, Attachment or Appendix.
- 7.6 Modification. Any additions or amendments to this Agreement shall be of no force and effect unless made in writing and signed by all the parties hereto. Changes in statutes and regulations relevant to the subject matter of this Agreement shall become part of the Agreement subject to the parties' right to terminate the Agreement if said statutes or regulation materially affect the responsibilities of the parties under this Agreement.
- 7.7 Indemnification. DLIC shall release, defend, indemnify and hold harmless The City, OPEBT, and the OCMFA, their officers, employees and agents from and against all third-party losses, costs and expenses, including attorney fees, claims, suits and judgments, whatsoever, arising or alleged to have arisen as a result of the negligent acts or omissions of DLIC under this Agreement and/or in connection with injury to or death from any person or persons or loss of or damage to property resulting from any and all operation performed by DLIC, its officers, employees and agents under any of the terms of this Agreement. Provided, however, DLIC shall not release, defend, indemnify or hold harmless The City, OPEBT, or OCMFA, or their officers, agents or employees, from the acts or omissions of The City, OPEBT, or OCMFA under this Agreement. This Indemnification provision does not apply to workers' compensation claims by any City, trust or DLIC employee or agent. Each party agrees to give the other party hereto prompt notice of any claim, suits, actions or proceeding arising out of this Agreement.

The insurance requirements set forth in Section 7.8 below (as required in the Request for Proposal and modified herein), shall not be deemed to limit or define the obligation of DLIC set forth in this paragraph with respect to indemnification by DLIC for injury or death. Further, the termination, cancellation or expiration of this Agreement shall not affect the obligations and rights established by this Agreement in which the parties expressly agree will survive completion, cancellation, termination and expiration.

Only to the extent permitted by law, The OCMFA and OPEBT, agree to indemnify and hold DLIC harmless from any liability resulting from the negligent, willful or intentional failure of Sponsor to meet any of its obligations under this Agreement.

This Section 7.7 shall survive the termination of this Agreement and shall not be limited by any other provision of this Agreement nor shall this Section waive or act to waive rights of any party under Oklahoma law.

7.8 Insurance. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of DLIC from the provisions listed in this Agreement. Prior to the effective date of this Agreement, DLIC shall obtain and furnish to the Contract Administrator of The City and to the City Clerk for The City, current copies of certificates of insurance as evidence of workers compensation, general and personal liability insurance for DLIC, its officers, agents and employees in the minimum amounts as set forth below. On execution of this Agreement DLIC will provide updated Certificates of Coverage. The Certificates of Coverage shall provide that OCMFA and OPEBT are additional insured parties. The Contract Administrator shall be responsible for providing copies to the appropriate officers of OCMFA and OPEBT. The required insurance shall be maintained in full force and effect until conclusion of this Agreement. DLIC shall maintain insurance written with a company reasonably acceptable to the Sponsor, and shall be a company licensed and authorized to do business in Oklahoma. As set forth in the Request for Proposals the amount of such coverage shall be:

- (a) Adequate workers' compensation coverage to comply with state law and employer's liability coverage in the minimum amount of \$1,000,000.00.
- (b) Commercial general liability coverage sufficient to meet the Sponsor's maximum liability under the Governmental Tort Claim Act (51 Okla. Stat. Section 151 *et seq.*) and any amendment or addition thereto. The current required minimum commercial general liability coverage is: \$150,000.00 per person for bodily injury or death, \$25,000.00 for property damage and \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the OCMFA, OPEBT, and The City as additional insured.
- (c) Comprehensive automobile liability coverage sufficient to meet the OCMFA's maximum liability under the Governmental Tort Claims Act (51 Okla. Stat. 151 *et seq.*) and any amendment or addition thereto. The current required comprehensive automobile liability coverage is: \$150,000.00 per person for bodily injury or death, \$25,000.00 for property damage and \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the OCMFA, OBEBT, and The City as additional insured.
- (d) During the term of this Agreement, and for a period of one year thereafter, DLIC shall maintain in effect Professional Liability insurance in the amount of one million dollars (\$1,000,000.00). A certificate of insurance shall be provided to OCMFA immediately upon each renewal.

The requirements of the insurance provision listed above shall survive the completion, expiration, cancellation or termination of this Agreement. DLIC shall work with the Contract Administrator concerning compliance with the insurance provisions above and shall submit all required renewals of required insurance coverage to the Contract Administrator and to the City Clerk for The City of Oklahoma City.

The lapse of the insurance requirements set forth above shall be deemed a breach of this Agreement. The OCMFA, in consultation with OPEBT, may, at its option, suspend, cancel or terminate the Agreement until there is full compliance with the insurance requirements or cancel or seek damages for breach of the Agreement.

- 7.9 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided in this Agreement are cumulative.
- 7.10 Independent Contractor. DLIC and Sponsor expressly agree that the relationship hereby created is that of independent contractors and no other relationship is created or deemed to be created between the parties.
- 7.11 Third Party Beneficiary. This Agreement is not intended to create, nor shall it be deemed to create, any third party beneficiary rights in Participants or their qualified dependents, whose rights are determined solely by the terms of the Plan(s) underwritten by DLIC, as approved by the Sponsor. All parties intend that the City be considered a third party beneficiary of the Agreement; and therefore, the Agreement will be subject to review and concurrence by the City. If for any reason the City Council does not concur in the Agreement, this Agreement shall be considered null and void.
- 7.12 Prohibition against Collusion. Neither OCMFA nor OPEBT will pay commissions. DLIC warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DLIC, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement. This warrant is in addition to the Anti-collusion Affidavit submitted with the Response to Request for Proposals.
- 7.13 Compliance with Laws, Ordinances and Regulations. DLIC and Sponsor shall comply with all applicable existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Agreement. DLIC shall obtain all patents, licenses and any other permission required to provide the services under this Agreement.
- 7.14 Nondiscrimination. In connection with the performance of work and/or services under this Agreement, DLIC agrees as follows:
- (a) DLIC shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). DLIC shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (b) To the extent required by Oklahoma law, DLIC agrees to comply with all applicable provisions of the "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313 which Act prohibits any public employer, including political subdivisions of the State, from entering into a contract for physical performance of services within the State of Oklahoma, unless the contractor agrees to register and participate in the Status Verification System, as defined in the Act, to verify the work eligibility status of all new employees hired on or after July 1, 2008.
 - (c) In the event of DLIC's noncompliance with the nondiscrimination clause or the immigration requirements set forth in subparagraph (a) and (b) above, this Agreement may be suspended, canceled or terminated by OCMFA and OPEBT. OPEBT may declare DLIC ineligible for further contracts or agreements until compliance, and/or satisfactory proof of

intent to comply shall be made by DLIC.

- 7.15 Descriptive Headings. The descriptive headings of the sections and subsections of this Agreement are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Agreement. The preamble "Whereas" clauses to this Agreement are essential elements of this Agreement.
- 7.16 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 7.17 Force Majeure. If either party is prevented from carrying out its obligations under this Agreement by Acts of war, civil unrest, riots, fire, labor actions, earthquake or other acts of nature, by any cause that is not the fault of either party or any cause that is beyond the reasonable control of either party, by an adverse judgment of a court of appropriate jurisdiction or an adverse arbitration decision, or by any act of a federal, state or local political or regulatory body or agency there, then such party shall be relieved of its obligation under this Agreement or such obligations will be redefined or renegotiated by the written mutual agreement of the parties.

However, all times during the term of this Agreement, DLIC shall have in place an emergency disaster recovery plan, which shall include an alternative computer capability to reestablish DLIC's data center should processing functions be destroyed or interrupted and procedures to reestablish claims processing services with forty-eight (48) hours after a disaster is declared by DLIC's President.

- 7.18 Exhibits. Exhibits are designated as Exhibit "A", Exhibit "B", and Exhibit "C". These Exhibits are an integral part of this document. The Exhibits do not include DLIC's Response to Request for Proposals, which is also an integral part of this Agreement and incorporated herein by reference.
- 7.19 Conflicts in Contract Terms. The parties acknowledge and agree that if it determined that there is any inherent or implied conflict between the terms of this Agreement and the provisions of the Plan or any applications or forms associated with the Plan, the terms of the Plan shall control.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, the parties agree that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written. It is further agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless approved in writing and signed by all parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature, signing and executing the Agreement by and through its duly authorized representative.

**APPROVED by DEARBORN LIFE INSURANCE COMPANY, DOING BUSINESS AS
BLUE CROSS AND BLUE SHIELD OF OKLAHOMA, this 5th day of December 2023.**

DocuSigned by:

David Warden

4FF1AE2DD45F48E...
Authorized Officer/Agent

ATTEST:

Witness/Secretary/Authorized Officer

ADOPTED by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this 19TH day of DECEMBER, 2023.

ATTEST: (Seal)

Amy K Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

ADOPTED by the Trustees and **SIGNED** by the Chairman of the Oklahoma Municipal Facilities Authority this 19TH day of DECEMBER, 2023.

ATTEST: (Seal)

Amy K Simpson
SECRETARY



OKLAHOMA CITY MUNICIPAL FACILITIES AUTHORITY

David Holt
CHAIRMAN

RATIFIED by the Trustees and **SIGNED** by the Chairman of the Oklahoma Post-Employment Benefits Trust this 12TH day of FEBRUARY, 2024.

ATTEST: (Seal)

Amy K Simpson
SECRETARY



OKLAHOMA POST-EMPLOYMENT BENEFITS TRUST

Ben B...
CHAIRMAN

REVIEWED for form and legality.

Richard E. Mahoney
Assistant Municipal Counselor

Exhibit “A” - Group Term Life and Accidental Death & Dismemberment Insurance Policy

Exhibit “B” Group Voluntary Term Life and Accidental Death & Dismemberment Insurance Policy

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

DAVID WARDEN VP, HEAD OF OPERATIONS
Type Name of Authorized Agent/Representative Title
[Signature]
Signature

Dearborn Life Insurance Company, Doing Business as Blue Cross and Blue Shield of
Company Name OKLAHOMA
701 E. 22nd Street, Lombard, IL 60148
Address Zip Code
630-458-2229
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * Illinois)
County of * DuPage) SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 11th day of December 2023 by DAVID WARDEN
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

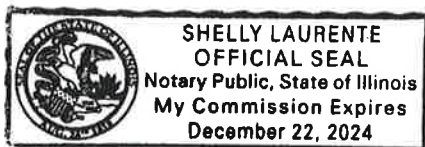
My Commission Number: 778209
~~[Oklahoma]~~ Illinois

My Commission Expires: 12-22-2024
[Date/Year]

SHELLY LAURENTE
Type Name of Notary Public

[Signature]
Signature of Notary Public

[49 Okla. Stat. 2011 §119]



NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT AWARD

Sign Here X

Signature of Individual

VP, Head of Operations
Title

David Warden

Printed Name of Individual

Dearborn Life Insurance Company, Doing Business as Blue Cross and Blue

Company Name and Address

Zip Code

Shield of Oklahoma

701 E. 22nd Street

Lombard, IL 60148

Telephone Number and Fax Number if any

Dearborn Life Insurance Company

Administrative Office:
701 E. 22nd Street
Lombard IL 60148

(A stock life insurance company, herein called "We" "Us" or "Our")

Policyholder: The City of Oklahoma City and The Oklahoma City Municipal Facility Authority
Policy Number: GAE00255-0001
Policy Effective Date: April 1, 2017 (Revised Effective January 1, 2024)
Anniversary Date: January 1

We agree with the *Policyholder* to insure certain eligible *Employees* of the *Policyholder*. We promise to pay benefits for loss covered by the *Policy* in accordance with its provisions. The *Policyholder* should read this *Policy* carefully and contact Dearborn Life Insurance Company promptly with any questions.

Policyholder means the *Employer* to whom the *Policy* is issued and who sponsored the coverage for its *Employees*.

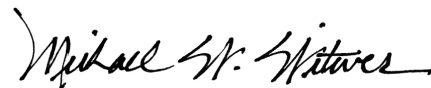
Employer means the *Policyholder* and includes any division, subsidiary, or affiliated company named in the *Policy*.

POLICY EFFECTIVE DATE AND TERM

The *Policy* takes effect on the *Policy* Effective Date stated above subject to any participation requirement stated in the *Policy*. All insurance periods will be computed from that date. The *Policy* remains in force for the period for which premium has been paid. It may be renewed for further successive periods by payment of premium as stated in the *Policy*.

All periods of insurance begin and end at 12:01 A.M., Standard Time, at the *Policyholder's* address as stated in the *Policy*, and on the *Application*.

Signed for Dearborn Life Insurance Company



Secretary

President

Basic Group Term Life Insurance Policy
with
Accidental Death & Dismemberment Benefits
Non-Participating

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance *Policy* containing any false, incomplete or misleading information is guilty of a felony.

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<i>Rate Addendum.....</i>	<i>5</i>
<i>Application</i>	<i>Attached</i>

ATTACHMENTS:

- Master Application
- Certificate of Insurance

PREMIUM

How is the initial premium calculated?

Initial life & AD&D insurance premium is calculated in accordance with the rates set forth on the attached Rate Addendum.

When is premium paid?

The *Policy* is issued in consideration of the payment in advance of premium on the premium due date indicated on the *Application*. Payment must be made by the premium due date as shown on the *Application*.

If an addition, termination or change in insurance takes place other than on a regular due date, any premium adjustment will take effect on the next due date.

Is premium payable while an Insured receives benefits?

We will waive premium for an *Insured Employee* in accordance with the *Waiver of Premium* provision of the *Policy*.

Is there a grace period for premium payment?

We will allow a grace period of 31 days for the payment of any premiums due except the first. Insurance coverage shall continue in force during the grace period unless the *Policyholder* has given *Us* advance written notice of cancellation in accordance with the terms of this *Policy*. If premium is not received by the end of the grace period, this *Policy* will terminate as of the last date for which premium was paid.

The *Policyholder* is liable for premium due on coverage provided during the grace period.

If *We* receive written notice during the grace period that the *Policy* is to be canceled, *We* will cancel it as of the later of:

1. the date requested in the cancellation notice; or
2. the date *We* receive such notice. The *Policyholder* must pay a pro rata premium for any coverage provided during the grace period.

PREMIUM RATE GUARANTEE

What is the initial premium rate guarantee?

A change in premium rates will not take effect before January 1, 2029. However, *We* may change premium rates if the risk assumed changes. Premium rates may change if the following occurs:

1. a change in the *Policy* design;
2. a change in the terms of the *Policy*;
3. addition or deletion of a division, subsidiary or affiliated company;
4. a change in the number of *Insureds* by 10% or more from the number of *Insureds* on the initial Effective Date;
5. a change in the laws or regulations or other government action which applies to the *Policy*;
6. for reasons other than 1-5 above such as but not limited to a change in factors bearing on the risk assumed.

The *Policyholder* must furnish notice and documentation satisfactory to *Us* within 31 days of the occurrence of any event which would cause a change in rates as described above. If the *Policyholder* fails to provide such timely notice, *We* will apply new rates retroactively to the date of the event.

We will notify the *Policyholder* in writing at least 31 days in advance of any premium rate changes. A change may take effect on an earlier date if both the *Policyholder* and *We* agree.

POLICY TERMINATION

Who may cancel the Policy or a plan under the Policy?

The *Policy* or a plan under the *Policy* can be canceled by the *Policyholder* with 31 days written notice delivered to *Us*. This *Policy* will terminate for any of the following reasons:

1. If the *Policyholder* fails to pay any premium within the 31-day Grace Period, this *Policy* will terminate in accordance with the terms set forth in the Grace Period provision.
2. We may terminate this *Policy* on any premium due date if:
 - a. coverage is *Contributory* and less than 75% of the eligible *Employees* participate; or
 - b. coverage is *Noncontributory* and less than 100% of the eligible *Employees* participate; or
 - c. the *Policyholder* fails to perform any of its obligations that relate to the *Policy*; or
 - d. the *Policyholder* does not promptly provide *Us* with information that is reasonably required; or
 - e. fewer than 10 *Employees* are *Insured* under the *Policy*.

If *We* cancel the *Policy*, for reasons other than the *Policyholder's* failure to pay premium, a written notice will be delivered to the *Policyholder* at least 31 days prior to the cancellation date.

ADDITIONAL PROVISIONS

What happens if an inadvertent error occurs?

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent an *Employee* from receiving coverage, if he is entitled to coverage under the terms of the *Policy*; or
2. Cause coverage to begin or coverage to continue for an *Employee* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about an *Employee* that is incorrect, *We* will:

1. Use the facts to decide whether the *Employee* has coverage under the *Policy* and in what amounts; and
2. Make a fair adjustment of the premium.

Will certificates be issued?

We will deliver *Certificates* of insurance to the *Policyholder* for issuance to each *Insured Employee*. The *Certificates* will describe the benefits, to whom they are payable, the *Policy* limitations and where the *Policy* may be inspected.

What is considered to be the entire contract?

This entire *Policy* consists of:

1. all *Policy* provisions and any amendments and/or attachments issued;
2. the *Certificate* of Coverage;
3. the *Policyholder's* signed *Application*; and
4. the *Employee's* signed enrollment forms.

RATE ADDENDUM

(All Rates Per \$1,000 Per Month unless otherwise stated)

Basic Term Life: **\$0.110**

Accidental Death & Dismemberment: **\$0.032**

Basic Retiree Term Life: **\$1.825**

STATE SUPPLEMENT

The following policies apply only to those individuals in your group insurance program who reside in the referenced states.

Arizona and Maine

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without giving the individual an opportunity to tell us that he or she does not want us to share his or her personal information.

Minnesota and Montana

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without obtaining the individual's written authorization.

Montana

Upon written request, an individual who has authorized the collection of health information is entitled to receive a record of *Our* disclosure of any of his medical record information made within the preceding 3 years.

Oregon

An individual has the right to authorize disclosure of his or her personal information to an insurance company. An Oregon resident can exercise this right by requesting an authorization form in writing. Our address is:

Dearborn Life Insurance Company
701 E. 22nd Street
Lombard, IL 60148

**NOTICE OF
PROTECTION PROVIDED BY
OKLAHOMA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Oklahoma Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Oklahoma law, which determines who and what is covered and the amounts of coverage. The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Oklahoma law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

- Life Insurance
 - \$300,000 in death benefits
 - \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - \$500,000 for health benefit plans (see definition below)
 - \$300,000 in disability income insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except that with regard to hospital, medical and surgical insurance benefits, the maximum amount that will be paid is \$500,000.

“Health benefit plan” is defined in 36 O.S. §2024(7) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Oklahoma law.

To learn more about the above protections, please visit the Association’s website at www.oklifega.org, or contact:

Oklahoma Life & Health Insurance Guaranty Association
201 Robert S. Kerr, Suite 600
Oklahoma City, OK 73102

Oklahoma Department of Insurance
3625 NW 56th Street, Suite 100
Oklahoma City, OK 73112
1-800-522-0071 or (405) 521-2828

Insurance companies and agents are not allowed by Oklahoma law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Oklahoma law, then Oklahoma law will control.



FACTS	WHAT DOES BLUE CROSS AND BLUE SHIELD OF OKLAHOMA (BCBSOK) DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">■ Social Security number and payment history■ Transaction history and employment information■ Medical information and insurance claim history <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons BCBSOK chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does BCBSOK share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes— to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes— information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Who we are			
Who is providing this notice?			
<ul style="list-style-type: none">■ Dental Network of America®, LLC■ Dearborn Life Insurance Company			
Questions	Go to www.bcbsok.com		

What we do

How does BCBSOK protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BCBSOK collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ file an insurance claim or provide employment information ■ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Our affiliates include Health Care Service Corporation, a Mutual Legal Reserve Company; DenteMax[®], LLC
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ BCBSOK does not share with nonaffiliates so they can market to you
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Blue Cross and Blue Shield of Oklahoma is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Dearborn Life Insurance Company

Administrative Office:
701 E. 22nd Street
Lombard IL 60148

(A stock life insurance company, herein called "We" "Us" or "Our")

Policyholder: The City of Oklahoma City and The Oklahoma City Municipal Facilities Authority
Policy Number: GAE00255-0001
Policy Effective Date: April 1, 2017 - (Revised Effective January 1, 2024)
Anniversary Date: January 1

We agree with the *Policyholder* to insure certain eligible *Employees* of the *Policyholder*. We promise to pay benefits for loss covered by the *Policy* in accordance with its provisions. The *Policyholder* should read this *Policy* carefully and contact Dearborn Life Insurance Company promptly with any questions.

Policyholder means the *Employer* to whom the *Policy* is issued and who sponsored the coverage for its *Employees*.

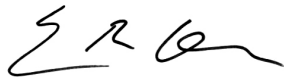
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POLICY EFFECTIVE DATE AND TERM

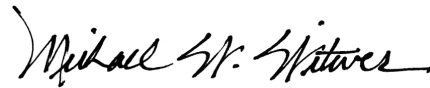
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All periods of insurance begin and end at 12:01 A.M., Standard Time, at the *Policyholder's* address as stated in the *Policy*, and on the *Application*.

Signed for Dearborn Life Insurance Company



Secretary



President

Voluntary Group Term Life Insurance Policy
with
Accidental Death & Dismemberment and Dependent Life Insurance Benefits

Non-Participating

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance *Policy* containing any false, incomplete or misleading information is guilty of a felony.

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<i>Application</i>	<i>Attached</i>

ATTACHMENTS:

- Master Application
- Certificate of Insurance

PREMIUM

How is the initial premium calculated?

Initial life & AD&D and Dependent Life insurance premium is calculated in accordance with the rates set forth on the attached Rate Addendum.

When is premium paid?

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A change in premium rates will not take effect before January 1, 2029. However, We may change premium rates if the risk assumed changes. Premium rates may change if the following occurs:

1. a change in the *Policy* design;
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 - b. the *Policyholder* fails to perform any of its obligations that relate to the *Policy*; or
 - c. the *Policyholder* does not promptly provide *Us* with information that is reasonably required; or
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This entire *Policy* consists of:

1. all *Policy* provisions and any amendments and/or attachments issued;
2. the *Certificate* of Coverage;
3. the *Policyholder's* signed *Application*; and
4. the *Employee's* signed enrollment forms.

RATE ADDENDUM

(All Rates Per \$1,000 Per Month unless otherwise stated)

Voluntary Term Life: **\$0.285**

Voluntary Accidental Death & Dismemberment: **\$0.032**

Voluntary Spouse Life: **\$0.285**

Voluntary Child Life: **\$0.525** per \$2,500

STATE SUPPLEMENT

The following policies apply only to those individuals in your group insurance program who reside in the referenced states.

Arizona and Maine

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without giving the individual an opportunity to tell us that he or she does not want us to share his or her personal information.

Minnesota and Montana

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without obtaining the individual's written authorization.

Montana

Upon written request, an individual who has authorized the collection of health information is entitled to receive a record of *Our* disclosure of any of his medical record information made within the preceding 3 years.

Oregon

An individual has the right to authorize disclosure of his or her personal information to an insurance company. An Oregon resident can exercise this right by requesting an authorization form in writing. Our address is:

Dearborn Life Insurance Company
701 E. 22nd Street
Lombard, IL 60148

**NOTICE OF
PROTECTION PROVIDED BY
OKLAHOMA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Oklahoma Life and Health Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Oklahoma law, which determines who and what is covered and the amounts of coverage. The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Oklahoma law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

- Life Insurance
 - \$300,000 in death benefits
 - \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - \$500,000 for health benefit plans (see definition below)
 - \$300,000 in disability income insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except that with regard to hospital, medical and surgical insurance benefits, the maximum amount that will be paid is \$500,000.

“Health benefit plan” is defined in 36 O.S. §2024(7) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Oklahoma law.

To learn more about the above protections, please visit the Association’s website at www.oklifega.org, or contact:

Oklahoma Life & Health Insurance Guaranty Association
201 Robert S. Kerr, Suite 600
Oklahoma City, OK 73102

Oklahoma Department of Insurance
3625 NW 56th Street, Suite 100
Oklahoma City, OK 73112
1-800-522-0071 or (405) 521-2828

Insurance companies and agents are not allowed by Oklahoma law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Oklahoma law, then Oklahoma law will control.



FACTS	WHAT DOES BLUE CROSS AND BLUE SHIELD OF OKLAHOMA (BCBSOK) DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">■ Social Security number and payment history■ Transaction history and employment information■ Medical information and insurance claim history <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons BCBSOK chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does BCBSOK share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes— to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes— information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Who we are			
Who is providing this notice?			
<ul style="list-style-type: none">■ Dental Network of America®, LLC■ Dearborn Life Insurance Company			
Questions	Go to www.bcbsok.com		

What we do

How does BCBSOK protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BCBSOK collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ file an insurance claim or provide employment information ■ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Our affiliates include Health Care Service Corporation, a Mutual Legal Reserve Company; DenteMax[®], LLC
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ BCBSOK does not share with nonaffiliates so they can market to you
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Blue Cross and Blue Shield of Oklahoma is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.