

This Group Contract is the legal contract between THE EXPEDITION SCHOOL and Blue Cross and Blue Shield of North Carolina. Please read this Group Contract carefully.

AMENDED AND RESTATED
GROUP CONTRACT

This amended and restated Group Contract made and entered into this 1st day of August, 2015, by and between BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA, an independent licensee of the Blue Cross and Blue Shield Association, with its principal office located at 1830 US 15-501 North (P.O. Box 2291, Durham, North Carolina 27702), Chapel Hill, North Carolina (hereinafter termed "BCBSNC,") and THE EXPEDITION SCHOOL of HILLSBOROUGH, NC (hereinafter termed "Group" or "the Group") (each, a "Party" and collectively, the "Parties"):

Witnesseth

WHEREAS, BCBSNC and the Group entered into a Group Contract on the 1st day of August, 2014, which the parties have subsequently amended and/or now wish to amend and to restate including all such amendments and modifications, all of which amendments and modifications are contained in the following amended and restated Group Contract.

NOW, THEREFORE, the following amended and restated Group Contract is hereby made and entered into as an amendment and restatement, effective August 1st, 2015 of the Group Contract between BCBSNC and the Group presently in effect:

THAT FOR AND IN CONSIDERATION of the mutual covenants and considerations stated in this agreement, the parties agree to establish a group insurance plan for the Group as follows:

I. DEFINITIONS

Except as otherwise specifically stated herein, capitalized terms used in this Contract shall have the same meaning as is specified in the Glossary section of the benefit booklet(s) listed herein under "Incorporated Documents" and hereinafter referred to as "Benefit Booklet(s)."

II. DENTAL BENEFIT PLAN

1. Dental Benefits. BCBSNC shall provide Member benefits in accordance with the Benefit Booklet(s) attached hereto and herein incorporated by reference, except as may be otherwise provided in this Group Contract (hereinafter called "Contract") or any amendments hereto made from time to time. If there is any conflict between the provisions of the Benefit Booklet(s) and this Contract, as amended, the provisions of this Contract, as amended, shall prevail.
2. Participating Plans. BCBSNC may make an agreement with any appropriate entity (referred to as a Participating Plan) to administer in whole or in part, benefits for Covered Services to Members.

3. Alternate Benefit Plan. In exchange for benefits specified in this Contract, BCBSNC may elect to offer benefits for services furnished by any Provider or vendor pursuant to a BCBSNC approved Alternate Benefit Plan. An “Alternate Benefit Plan” is defined as a BCBSNC approved plan of cost-effective care, services and benefits based on a cost/benefit analysis of care for selected Members under this Contract.
4. Identification Cards. BCBSNC will provide Identification Cards for Subscribers or to a custodial parent or legal guardian under a court or administrative order. The Identification Card is BCBSNC’s property, and BCBSNC reserves the right to reclaim the card if it is misused or when a Subscriber or Member disenrolls.
5. Benefit Booklets. BCBSNC shall provide Subscribers with an electronic copy of the Benefit Booklets describing this Contract’s benefits and providing claims filing instructions through BCBSNC’s web site. BCBSNC will automatically deliver a paper copy of the Benefit Booklets to a custodial parent or legal guardian under a court or administrative order and will deliver a paper copy of the Benefit Booklets to Subscribers upon their request. At the Group’s option, and upon request to BCBSNC, BCBSNC will deliver a paper copy of the Benefit Booklets directly to Subscribers at no additional cost.
6. Incorporated Documents. The following documents attached to this Contract are herein incorporated by reference as fully as if set forth herein:

Dental Blue Select Member Booklet
Dental Blue Select Group Application
Acceptance Letter and Rate Sheet

III. ELIGIBILITY AND ENROLLMENT

1. Probationary Period: Probationary period to be determined by the Group - not to exceed 90 days.

0 Day probationary period, effective 1st of the month following the date of hire

2. Effective Date of Coverage: August 1st, 2015

As mutually agreed to by BCBSNC and the Group.

3. The Group agrees to offer the coverage herein provided to all eligible persons, as defined in the Benefit Booklet(s) and in compliance with all applicable federal and state laws, that may include but are not limited to the Employee Retirement Income Security Act of 1974, as amended, the Public Health Service Act, as amended and the Internal Revenue Code of 1986, as amended, and applicable state laws. The Group further agrees to provide initial and subsequent enrollment information to BCBSNC either by having BCBSNC paper applications signed and sent to BCBSNC or by transmitting such information electronically using a BCBSNC-designated electronic format. The availability of the electronic transmission of enrollment information is dependent on group size. As to those

who do not enroll, the Group may, at the request of BCBSNC, have a refusal card signed and returned to BCBSNC.

4. Enrollment and administration of Member benefits shall be in accordance with this Contract, and the Benefit Booklet(s) are herein incorporated by reference, except to the extent modified by this Contract, as amended from time to time, or as otherwise required by applicable law regarding BCBSNC's obligation as a successor carrier to enroll persons without regard to confinement, actively at work status, or pregnancy, if they are otherwise eligible, upon issuance of this Contract. The Group must furnish BCBSNC with any data required by BCBSNC for coverage of Members under this Contract. In addition, the Group must provide prompt notification to BCBSNC of the effective date of any changes in a Member's eligibility status under this Contract of which Group has actual knowledge. The Group agrees that terminations to membership, excluding terminations as a result of fraud or intentional misrepresentation of material fact, will not be made effective retroactively more than 30 days prior to the date BCBSNC is notified of the change. In the event of a request for a retroactive termination, BCBSNC shall return any premiums paid for the terminated Member to the Group. Group acknowledges and agrees that Group shall be responsible for returning any premiums back to the Member, if applicable. Group shall indemnify and hold harmless BCBSNC for any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees) from any resulting assessments, penalties and/or regulatory charges (collectively, "Charges") incurred or paid by BCBSNC related to a retroactive termination.

IV. FEES

1. Unless otherwise stipulated herein or by amendment hereto, coverage under this Contract is subject to the rating program approved by the North Carolina Insurance Department. Rates are guaranteed for a minimum period of 12 months from the effective date of this Contract, except as otherwise requested by the Group. Thereafter, any rate adjustment required under said rating program may be made by BCBSNC at any time upon 45 days written notice or issuance of Group's finalized benefits, whichever is earlier, without requirement of signature by the Group. The Dental Rate Sheet, herein incorporated by reference, provides specific rate information for the Group.
2. If applicable, The Group agrees to collect the Members' fees and to transmit such fees along with the Group's required contribution (hereinafter referred to as "Fees") to BCBSNC-Dental Blue Select at 8025 North Point Boulevard, Suite 100, Winston Salem, NC 27106 on or before the due date of such Fees.
3. BCBSNC may charge the Group a late fee in the event the Fees are not received by BCBSNC at BCBSNC-Dental Blue Select at 8025 North Point Boulevard, Suite 100, Winston Salem, NC 27106 within fifteen days of the due date. In addition, BCBSNC may charge the Group a returned payment fee to cover the added administrative cost of processing multiple payments if the Group's bank does not honor the Group's check or other form of payment.

4. In the event Member Fees are not received by BCBSNC at BCBSNC-Dental Blue Select at 8025 North Point Boulevard, Suite 100, Winston Salem, NC 27106 within 30 days of the end of the last paid thru date, the Member's coverage hereunder shall automatically terminate as of that date. In the event BCBSNC does not exercise its right to automatically terminate on the 30th day, the right of termination will not be waived. Instead, beyond that 30th day BCBSNC will retain the right to terminate immediately for nonpayment upon written notice.
5. The Group agrees that BCBSNC's obligation to pay claims for a given billing period does not arise until the Fees, and any late fees or returned payment fees, have been received for that billing period. Fees will be applied chronologically, to the oldest unpaid billing period.

V. ADMINISTRATION OF COBRA CONTINUATION COVERAGE

In the event that federal continuation of coverage requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, apply to the Group, the obligations of the parties listed below are as set forth in federal law except as described below:

1. Obligations of the Group
 - a. The Group retains responsibility for all aspects of the administration of COBRA, pertaining to the group dental insurance coverage provided by this Contract, which are not delegated to the COBRA administrator as provided in paragraph 3 of this section. Neither BCBSNC nor the COBRA administrator is the plan administrator or plan sponsor for purposes of COBRA, and has no responsibility for the Group's COBRA administration obligations except as indicated in paragraphs 2 and 3 of this section, respectively.
 - b. The Group delegates to BCBSNC the responsibility for designating a COBRA administrator and delegate to BCBSNC as the COBRA administrator the COBRA administration responsibilities as provided herein at paragraph 3 of this section.
 - c. Upon receipt of notice from BCBSNC that a COBRA administrator is not designated pursuant to paragraph 2 a. of this section to perform COBRA administration for the Group, the Group shall assume responsibility.
2. Obligations of BCBSNC as the insurer
 - a. To the extent required by COBRA, and upon timely receipt of premiums and proper enrollment forms and election of coverage, BCBSNC will provide coverage to qualified beneficiaries after the period that their coverage would normally cease under the Contract.

3. Obligations of BCBSNC as the COBRA Administrator

a. As the COBRA administrator, BCBSNC will be responsible for the following COBRA administration functions:

- 1) Determine whether the Group must comply with the requirements of COBRA based on the information received from the Group.
- 2) Provide initial notification of COBRA rights to each qualified beneficiary; such notice to be sent to the home address of the Subscriber.
- 3) Receive COBRA election forms from qualified beneficiaries.
- 4) Assume responsibility for the billing and collection of COBRA continuation fees from qualified beneficiaries. The COBRA administrator may bill the fee plus 2% to the qualified beneficiary. The COBRA Administrator may retain the additional 2%, known as the COBRA administration fee.
- 5) Provide notification of conversion rights, if any, on termination of COBRA coverage as required by COBRA.
- 6) Provide and develop all necessary correspondence, notices, forms, materials and manuals to the Group and COBRA qualified beneficiaries, as required by COBRA.
- 7) Establish procedures to verify eligibility for COBRA coverage.
- 8) Provide a reasonable level of customer service with respect to its COBRA responsibilities.
- 9) Retain records as required by federal law, maintain confidentiality of those records, provide a disaster recovery program, and provide reasonable access to the records by the Group.
- 10) On termination of its responsibilities as COBRA administrator for the Group, furnish to the Group or its agent all records necessary for continued administration of the Group's COBRA responsibilities.

4. Obligations of Members

a. The Member must provide the Group with all required notices, in the form and within the time period required by COBRA, the Group, and the COBRA administrator.

5. This provision shall not be interpreted to grant to any Member any continuation rights in excess of those required by COBRA. Further, this Contract shall be

interpreted, if necessary, so as to comply with COBRA and any changes to COBRA that are mandatory with respect to the Group.

VI. NORTH CAROLINA DENTAL PROVIDER ARRANGEMENTS

1. BCBSNC has contracts with certain Providers of health care services for the provision of, and payment for, health care services rendered to all Members entitled to health care benefits under this Contract. BCBSNC's payment to Providers may be based on an amount other than the Provider's actual charges, including without limitation, a fixed amount per Member per month (capitation), an amount per confinement or episode of care, agreed upon schedule of fees, or other methodology as agreed upon by BCBSNC and the Provider. Under certain circumstances, a contracting Provider may receive payments from BCBSNC greater than the charges with respect to services rendered to an eligible Member, or BCBSNC may pay less than charges for services, due to the negotiated contracts. The Member is not entitled to receive any portion of the payments made under the terms of contracts with Providers. The Member's liability when defined as a percent of charge, shall be calculated based on the lesser of the Allowed Amount or the Provider's actual charge for Covered Services rendered to a Member.

BCBSNC may, from time to time, make additional payments to contracting Providers providing health care services. These payments may be based on BCBSNC's evaluation of the quality and cost-effectiveness of the health care services provided to Members. The method, frequency and amount of such payments shall be determined solely by BCBSNC. Any payments of this type made by BCBSNC shall not serve to increase or decrease any payments due or owing by the Member.

2. The relationship between BCBSNC and Participating Providers is that of an independent contractor relationship; Hospitals, Nonhospital Facilities, Doctors or Other Professional Providers are not agents or employees of BCBSNC, nor is BCBSNC or any employee of BCBSNC, an employee or agent of Hospitals, Nonhospital Facilities, Doctors or Other Professional Providers. BCBSNC shall not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, injuries suffered by the Member while receiving care in any Hospital or Nonhospital Facility or provided by any Doctor or Other Professional Provider, except BCBSNC may have liability for claims brought under Article 1G of Chapter 90 of the North Carolina General Statutes.

Participating Providers maintain the Provider-patient relationship with Members and are solely responsible to Members for all health services. Certain Members may, for personal reasons, refuse to accept procedures or treatment by a Participating Provider. Participating Providers may regard such refusal to accept their recommendations as incompatible with continuance of the Provider-patient

relationship and as obstructing the provision of proper Medical Care.

Participating Providers shall use their best efforts to render all necessary and appropriate professional services in a manner compatible with a Member's wishes insofar as this can be done consistently with the Participating Provider's judgment as to the requirements of proper medical practice. If a Member refuses to follow a recommended treatment or procedure, and the Participating Provider believes that no professional acceptable alternatives exist, such Member shall be so advised.

Neither the Group nor any Member is the agent or representative of BCBSNC, and neither shall be liable for any acts or omissions of BCBSNC, its agents or employees or of Participating Providers or any other person or organization with which BCBSNC has made or hereafter shall make arrangements for the performance of services under this Contract.

3. The choice of a Provider is solely the Member's. BCBSNC does not furnish Covered Services but only facilitates payment for Covered Services received by Members. BCBSNC is not liable for any act or omission of any Provider. BCBSNC has no responsibility for a Provider's failure or refusal to render Covered Services to a Member.

The use of an adjective such as Participating or Non-Participating as applied to any Provider is not a statement as to the existence of a principal/agent or employer/employee relationship or as to the ability of the Provider.

4. Recoveries of overpayments from Participating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse audits, Provider/Hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, BCBSNC will engage third parties to assist in identification or collection of overpayment amounts. The fees of such a third party are deducted from the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BCBSNC Policies, which generally require correction on a claim-by-claim or prospective basis.

VII. INTER-PLAN PROGRAMS ARRANGEMENTS

A. Definitions

In addition to the defined terms contained in the Glossary section of the Benefit Booklet(s), the following definitions apply to this provision. Where a term is defined in both sections, the definitions set forth herein shall control when interpreting this section.

1. "Inter-Plan Programs" means a national arrangement for extending access to cost-effective health care outside of BCBSNC's service area, through Blue Cross and/or Blue Shield Licensees (Plans and certain Plan affiliates) that have agreed to participate.
2. "Host Blue" means the independent Blue Cross and/or Blue Shield Licensees (Plans and certain Plan affiliates) that participate in Inter-Plan Programs and

provide Provider network access and claim pricing for other independent Blue Cross and/or Blue Shield Licensees (Plans and certain Plan affiliates), including BCBSNC, when Members receive medical services in that Host Blue's service area.

B. Services Received Outside Of North Carolina

BCBSNC has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Programs." Whenever Members access health care services outside the geographic area BCBSNC serves, the claim for those services may be processed through one of these Inter-Plan Programs and presented to BCBSNC for payment in accordance with the rules of the Inter-Plan Programs Policies then in effect ("Policies").

Typically, Members, when accessing care outside the geographic area BCBSNC serves, obtain care from healthcare Providers that have a contractual agreement (i.e. are "participating Providers") with the Host Blue. In some instances, Members may obtain care from non-participating healthcare Provider. BCBSNC's payment practices in both instances are described below.

1. Blue Card[®] Program

Under the Blue Card[®] Program, when Members receive covered health care services within the geographic area served by a Host Blue, BCBSNC will remain responsible to the Group for fulfilling BCBSNC's contract obligations. However, in accordance with applicable Inter-Plan Programs policies then in effect, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating Providers. The financial terms of the Blue Card Program are described generally below. Individual circumstances may arise that are not directly covered by this description; however, in those instances, BCBSNC's action will be consistent with the spirit of this description.

a. Liability Calculation Method Per Claim

The calculation of Member liability on claims for covered health care services processed through the Blue Card Program will be based on the lower of the participating Provider's billed covered charges or the negotiated price made available to BCBSNC by the Host Blue.

The methods employed by a Host Blue to determine a negotiated price may vary among Host Blues based on the terms of each Host Blue's Provider contracts. The negotiated price made available to BCBSNC by a Host Blue may represent a payment that is one of the following:

- (i) an actual price. An actual price is a negotiated payment without any other increases or decreases ("Actual Price"), or

- (ii) an estimated price. An estimated price is a negotiated payment increased or reduced by a percentage to take into account certain payments negotiated with the Provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives (“Estimated Price”), or
- (iii) an average price. An average price is a percentage of billed covered charges, representing the aggregate payments negotiated by the Host Blue with all of its Providers or a similar classification of its Providers and other claim- and non-claim-related transactions (“Average Price”). Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either the Estimated Price or Average Price may, in accordance with Inter-Plan Programs policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over- or underestimation of past prices. However, the amount paid by the Member is a final price; no future price adjustment will be applied to claims already paid.

A small number of states may require a Host Blue to either (i) use a basis for determining Member liability for covered healthcare services that does not reflect the entire amount of realized or expected savings on a particular claim, or (ii) add a surcharge. Should any state enact a law that mandates liability calculation methods that differ from the negotiated price methodology or require a surcharge, BCBSNC would then calculate Member liability in accordance with applicable law.

b. Return of Overpayments

Under the Blue Card Program, recoveries from a Host Blue or its participating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, Provider/Hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in identification or collection of recovery amounts. The fees of such a third party may be netted against the recovery. Recovery amounts determined in this way will be applied in accordance with applicable Inter-Plan Programs policies, which generally require correction on a claim-by-claim or prospective basis.

VIII. WORKERS’ COMPENSATION

BCBSNC may seek reimbursement for dental payments made under this Contract from a Member, the Member’s employer, or the workers’ compensation carrier that is liable or responsible for a specific dental charge according to a final adjudication of the claim under a state’s workers’ compensation laws, or an order of a state’s Industrial

Commission or other applicable regulatory agency approving a settlement agreement. Upon the admission or adjudication that the claim of a Member is compensable, the party or parties liable are required to notify BCBSNC, in writing, of the admission or adjudication of compensability. Group agrees that in the event Group or its workers' compensation carrier is liable or responsible for dental expenses reimbursed by BCBSNC pursuant to this Contract, Group will notify BCBSNC of a final adjudication or admission of compensability.

IX. TERM AND TERMINATION

1. This Contract shall be effective for a period of 12 months beginning on the 1st day of August, 2015 and, unless terminated as hereafter provided, shall be automatically renewed for a period of one year upon the terms and conditions herein set forth. If the Group has health and dental benefits, dental benefits will not be renewable under this Contract if enrollment for dental falls to one person at or by the renewal date of this Contract.
2. The Group may terminate this Contract at any time upon 30 days prior written notice to BCBSNC.
3. BCBSNC may terminate this Contract for any of the following reasons so long as written notice is given:
 - a. nonpayment of Fees, late fees or returned payment fees, by the Group. The termination will be effective as of 12:01 a.m. on the day following the paid thru date;
 - b. fraud or intentional misrepresentation of a material fact by the Group or, with respect to coverage of individual Members, the Members or their representatives;
 - i. BCBSNC may rescind the Contract upon discovery of any fraud or intentional misrepresentation of a material fact by the Group by providing 30 days advance written notice. The Group shall forfeit any Fees theretofore paid to the extent of any liability incurred by BCBSNC. The Group is responsible for any additional costs incurred by BCBSNC which are related to the fraud or misrepresentation and not covered by the Fees subject to forfeiture. These remedies are without prejudice to any other remedies available to BCBSNC under the law.
 - ii. BCBSNC may rescind a Subscriber's or Member's coverage under the Contract for dental upon discovery of any fraud or intentional misrepresentation of a material fact by the Subscriber or Member by providing 30 days advance written notice. The Subscriber and/or Member shall forfeit any Fees theretofore paid to the extent of any liability incurred by BCBSNC. The Subscriber and/or Member is responsible for any additional costs incurred by

BCBSNC which are related to the fraud or misrepresentation and not covered by the Fees subject to forfeiture.

- c. BCBSNC ceases to offer all coverage in the market applicable to the Group (i.e., the small employer market or the large employer market) or in both markets, provided that notice is given to the Group, Subscribers and their covered dependents and the North Carolina Department of Insurance 180 days prior to cancellation;
 - d. BCBSNC ceases to offer a dental insurance product in the market applicable to the Group (i.e., the small employer market or the large employer market) that is being provided to the Group pursuant to this Contract, provided that notice is given to the Group and to Subscribers and their covered dependents 90 days prior to cancellation and:
 - i. if the Group is a small employer group under state law, the Group is given the option to enroll in any small employer product offered by BCBSNC;
 - ii. if the Plan Sponsor Group is not a small employer group under state law, the Group is given the option to enroll in a product chosen by BCBSNC that is currently offered for sale in the large group market by BCBSNC.
4. Termination of the Contract automatically terminates all Members' coverage except as may be provided herein. It is the responsibility of the Group to notify all Members of the termination of the coverage when the Contract is terminated pursuant to paragraph 2 above. It is the responsibility of BCBSNC to notify all Members of the termination of coverage when the Contract is terminated pursuant to paragraph 3 above. Coverage will be terminated effective on the date this Contract is terminated, regardless of whether the required notice is given. Issuance of a non group contract to affected Members and Subscribers will be as required by North Carolina law; or if not required by law, at the option of BCBSNC and upon the terms offered by BCBSNC.

X. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

1. In connection with the performance of its duties and obligations under this Contract, BCBSNC receives, uses and discloses Protected Health Information (“PHI”) (as that term is defined in 45 Code of Federal Regulations Section 160.103, as amended from time to time) about Members as permitted and required by law. BCBSNC's disclosure of PHI to the Group is highly regulated, and is limited by applicable laws, regulations and standards in many ways. This section sets forth BCBSNC and Group's agreements concerning disclosure of this PHI to Group.
2. BCBSNC has imposed upon it significant limitations on the PHI that can be

transmitted to Group. Accordingly, in performance of this Contract, BCBSNC may, in certain situations, be required by law or corporate policy to refuse to provide certain PHI to Group, even when requested by them.

3. Group recognizes that, as a general matter, PHI will not be disclosed to them, unless this disclosure is permitted by law and BCBSNC corporate policy, and Group has met its own obligations allowing it to receive this information, including placing appropriate restrictions on any further use of this PHI.
4. The Group also recognizes that, in certain circumstances required or permitted by law or by BCBSNC policy, BCBSNC may take reasonable steps to remove, scramble or otherwise eliminate individual identifiers from certain information that is provided to the Group.
5. BCBSNC recognizes that there are limited situations where Group has a legitimate business need for PHI and where such PHI may be supplied in compliance with both the applicable law and with BCBSNC corporate policy. In these limited situations, BCBSNC may disclose PHI that is reasonably necessary for the Group to fulfill its legitimate business need.
6. Where PHI is provided to Group for any purpose, the Group agrees to the following obligations:
 - a. It agrees that this PHI cannot be used in connection with any decision affecting the Employee.
 - b. It agrees to indemnify and release BCBSNC from and against any and all liability, judgments, claims, losses, expenses (including, but not limited to, reasonable attorneys' fees), or damages arising from release of PHI by BCBSNC to the Group or from the Group's subsequent use of such information.
 - c. It agrees that only the appropriately designated Group Plan Administrator, or his or her designee, or an appropriately designated representative of the Group, may have any access to PHI. In order for even these designated individuals to receive PHI, the Group must have appropriate security and confidentiality measures in place to prevent unauthorized access by other personnel.
 - d. It agrees that this PHI will only be used or disclosed as required or permitted by the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations, Parts 160 and 164.

XI. GENERAL PROVISIONS

1. BCBSNC as Independent Corporation. The Group on behalf of itself and its participants, hereby expressly acknowledges its understanding that this policy constitutes a Contract solely between the Group and BCBSNC which is an

independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans, permitting BCBSNC to use the Blue Cross and Blue Shield Service Marks in the State of North Carolina and that BCBSNC is not contracting as an agent of the Blue Cross and Blue Shield Association. The Group on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this policy based upon representations by any person other than BCBSNC and that no person, entity or organization other than BCBSNC shall be held accountable or liable to the Group for any of BCBSNC's obligations to the Group created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of BCBSNC other than those obligations created under other provisions of this agreement.

2. Non-Agency Relationship. The Group is agent of the Members and not of BCBSNC.
3. Entire Agreement. This Contract, the group enrollment application, Member enrollment information (submitted on paper applications or transmitted electronically using a BCBSNC-designated format), Endorsements, amendments, or documents incorporated by reference shall constitute the entire Agreement between the parties and voids and supersedes all previous writings, agreements, and contracts, if any, between the Group and BCBSNC. All statements made by the Group or by an individual Member shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defense to a claim under this Contract unless it is contained in a written application.
4. Amendments. No agent or employee of BCBSNC is authorized to change the form or content of this Contract except to make necessary and proper insertions in blank spaces. Such changes can be made only through an amendment authorized and signed by an officer of BCBSNC.

Only the Board of Trustees of BCBSNC or its authorized designee, may waive or vary any provisions of this Contract.

This Contract can be amended by BCBSNC at any time to be effective upon notice period/30 days prior written notice to the Group or at a later date as specified in such notice, unless the Group shall cancel this Contract by giving 30 days prior written notice of termination.

5. Force Majeure. To the extent that a natural disaster, war, riot, civil insurrection, labor dispute, epidemic, complete or partial destruction of facilities, atomic explosion or other release of nuclear energy, or any other cause not within the control of BCBSNC results directly or indirectly in the facilities, personnel, subcontractor(s), network Providers, or financial resources of BCBSNC not being available for a period of time (the "force majeure period") to provide or arrange for services or benefits under this Contract, BCBSNC's non-performance shall not be considered a breach of this Contract and BCBSNC's obligation to provide such services or benefits during the force majeure period shall be limited to the

requirements that BCBSNC make a good faith effort to provide or arrange for the provision of such services or benefits within the resulting limitations on the availability of its facilities, personnel, or resources. After such force majeure period, BCBSNC shall resume performance of its obligations under this Contract.

6. Notices. Any notice required under this Contract must be in writing. Notice given to the Group will be sent to the address as entered in the BCBSNC's records. Notice given to BCBSNC will be sent to BCBSNC's address of record. Notice given to a Member will be sent to the Member's address as it appears on the records of BCBSNC or in care of the Group. The Group, BCBSNC, or a Member, may, by written notice, indicate a new address for giving notice. Any notice to the Group, Subscriber, or Member shall be considered to have been conveyed to and received by such individuals when deposited in the United States mail addressed to the Group, Subscriber or Member at the address shown on BCBSNC's records.
7. Contract Violations. The waiver by either party of a breach or violation of any provision of this Contract shall not be construed to be a waiver of any subsequent breach thereof.
8. North Carolina Contract. This Contract is made, executed and delivered in the State of North Carolina and it and the Member coverage provided hereunder shall be governed under the laws of the State of North Carolina, except to the extent preempted by federal law.
9. Assignment. This Contract, the right to receive benefits hereunder, and the right to receive payment for services, shall not be assigned, sublet or transferred by the Group, without the consent of BCBSNC.
10. Invalid Provisions and Severability. In the event any provision of this Contract conflicts with the laws under which this Contract is to be construed, or if any provision is held invalid by a court with jurisdiction over BCBSNC, such provision shall be deleted from this Contract and the Contract shall be construed to give effect to the remaining provisions of the Contract.

Typographical errors will not invalidate otherwise valid coverage.

11. Headings. The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Contract.
12. Confidentiality. "Confidential information" shall mean information disclosed from one Party ("disclosing Party") to the other ("receiving Party") relating to the disclosing Party's pricing, pricing methodology, technical, marketing, products, services, business affairs, proprietary and trade secret information in oral, graphic, written, electronic or machine readable form, and the terms and conditions of this Contract. Each receiving Party agrees to protect the confidentiality of the disclosing Party's Confidential Information and agrees not to use Confidential Information for any purposes other than in connection with the obligations under

this Contract. Each Party shall maintain the Confidential Information of the other Party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Both Parties agree not to disclose Confidential Information to any third party except as permitted under applicable law or regulation or under this Section 12. Group may disclose the Confidential Information to its attorney(s) or consultant(s), provided that such persons have first executed an agreement, with terms at least as stringent as those in this Contract, to keep confidential all Confidential Information that Group discloses to them. Group agrees not to solicit Confidential Information pertaining to any group which is not a party to this Contract. BCBSNC may disclose the Confidential Information to its attorney(s) or any third party. The obligations of this section shall survive termination of this Contract.

GROUP SIGNATURES FOR:
Group Name: THE EXPEDITION SCHOOL
Group Number: 23057

Please return this signed signature page to:

BCBSNC
P.O. Box 2400
Winston Salem, NC 27102

Signed For: THE EXPEDITION SCHOOL

By _____
Print Name and Title of
Authorized Official

Witness:

Signature of Authorized Official

Date:

Date:

Because this Contract is being offered only in conjunction with a signed Group Apply Form from Blue Cross and Blue Shield of North Carolina, Group's signature on the Group Apply Form will constitute Group's agreement to this Contract, without requirement of additional signature.

BLUE CROSS AND BLUE
SHIELD OF NORTH CAROLINA

Witness: _____

By: 

President

Date: _____

Date: 8/10/2015