

**FIRST AMENDMENT TO THE  
ARIZONA PUBLIC EMPLOYERS HEALTH POOL  
MEMBERSHIP PARTICIPATION AGREEMENT**

THIS FIRST AMENDMENT TO THE ARIZONA PUBLIC EMPLOYERS HEALTH POOL MEMBERSHIP PARTICIPATION AGREEMENT is made and entered into effective as of the 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and among ARIZONA PUBLIC EMPLOYERS HEALTH POOL, an Arizona nonprofit corporation (the “**Pool**”), and either \_\_\_\_\_, a political subdivision of the State (the “**Member**”) or \_\_\_\_\_, a charter school (a “**Non-Member Participant**”).

**RECITALS**

**WHEREAS**, the Pool and each of its Members and Non-Member Participants have entered into an Arizona Public Employers Health Pool Membership Agreement; and

**WHEREAS**, the Pool and the undersigned Member or Non-Member Participant desire to amend the Agreement in the manner set forth in this First Amendment (this “**Amendment**”).

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained and set forth, the Pool and the undersigned Member or Non-Member Participant hereby adopt this Amendment, effective as of the Effective Date. Unless changed by this Amendment, all terms used in this Amendment shall have the same meaning as in the Agreement as amended. All provisions of the Agreement shall be deemed to be unchanged except as specifically hereby amended. The Amendment is as follows:

1. Section 14.3 is added to the Agreement and reads as follows:

14.3 Each Member, or Non-Member Participant, shall be liable to the Pool for any liabilities, damages, and/or expenses, including but not limited to reasonable attorney fees and court costs that the Pool incurs due to either:

14.3.1 The participation, in a benefit program or programs described in the Plan Documents, by an employee (or dependent of such an employee) of the Member or Non-Member Participant who does not satisfy the eligibility requirements to participate in, or continue to participate in, such benefit program or programs;

14.3.2 The Member’s, or Non-Member Participant’s, failure to timely distribute the applicable Plan Document/Summary Plan Description to each of its employees (or a COBRA qualified beneficiary associated with a Member’s or Non-Member Participant’s current or former employee), who participate in benefit program or programs described in the Plan Document/Summary Plan Description;

14.3.3 The Member's, or Non-Member Participant's, failure to accurately complete and/or comply with the terms of the Member's, or Non-Member Participant's, annual Member Profile document; or

14.3.4 The Member's, or Non-Member Participant's, failure to (a) timely review and reconcile the eligibility and other data concerning any Member's or Non-Member Participant's employee or dependent of an employee as set forth in any invoice or statement that it receives from the Pool, and (b) promptly notify the Pool of any inaccurate eligibility or other data concerning any Member's or Non-Member Participant's employee or dependent of an employee as set forth set forth in the invoice or statement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to be effective as of the Effective Date.

<p><b>Pool:</b></p>	<p><b>ARIZONA PUBLIC EMPLOYERS HEALTH POOL, an Arizona nonprofit corporation</b></p> <p>By _____ Its Administrator</p>
<p><b>Member or Non-Member Participant:</b></p>	
	<p>_____</p> <p>By _____ Its _____</p>