Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "BCBSOK"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 621602 Group Number(s): 621602

Section Number(s): 2001-2009, 2014-2016, 2018, 2025, 2026, 2029, 2030, 2035, 2036, 2042, 2043, 2047, 2048, 2050, 2601, 2062, 2064, 2074, 3001-3004, 9901

Legal Employer Name: City of Midwest City

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must be named below. AN EMPLOYEE BENEFIT PLAN *MAY NOT* BE NAMED)

ERISA Regulated Group Health Plan*: ☐ Yes ☒ No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ Yes

If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Select legal reason ; if applicable, specify other: ______

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes
If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.
*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) 07/ / 01 / 2022
Anniversary Date: (Month/Day/Year) 07/ / 01 / 2023

Account Information ☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111 Employer Identification Number (EIN): 736027530

Address: 100 N. Midwest Blvd.

City: Midwest City State: OK ZIP: 73110-4319

Administrative Contact: Troy Bradley Title: Human Resources Director

Email Address: tbradley@midwestcityok.org Phone Number: 405-739-1235 Fax: 405-739-1359

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered: Employer Identification Number (EIN):

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Blue Access for Employers℠ ("BAE℠") Contact: Troy Bradley

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: tbradley@midwestcityok.org Phone Number: 405-739-1235 Fax Number: 405-739-1359

☒ The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

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Producer of Record ☒ NO CHANGES ☐ SEE ADDITIONAL PROVISION

Effective: 05/01/2020

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as representative in negotiations with and to receive commissions from BCBSOK, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Are commissions to be paid? ☐ Yes ☒ No

Producer or Agency to whom commissions are to be paid*: INSURICA, Inc.

Oklahoma Producer#: 013155000

NPN:

Address: 5100 Classen Blvd., Ste 300

City: Oklahoma City State: OK ZIP: 73118

Phone: 405-556-2225 Fax: 405-556-2394 Email: Dustin.Brand@INSURICA.com

Is Producer/Agency appointed with BCBSOK in Oklahoma? ☒ Yes ☐ No

Commissions:

☐ PCPM $ Does a Monthly Cap Apply ☐ Yes ☐ No $ (If cap is annual, divide by twelve)

☐ Flat $ Does a Monthly Cap Apply ☐ Yes ☐ No $ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Schedule of Eligibility ☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. **Eligible Person means**:
   ☐ A full-time employee of the Employer.
   ☐ A full-time employee of the Employer who is a member of: (*name of union*)
   ☐ A part-time employee of the Employer.
   ☐ A retiree of the Employer. Define criteria: _____
   ☒ Other: A Full-Time employee, a Retriee and an Elected Official
   Notwithstanding any other state or federal law, an eligible Retiree may continue, at their own expense, coverage under this plan following termination of their active status

   Are any classes of employees to be excluded from coverage? ☐ Yes ☒ No
   If yes, please identify the classes and describe the exclusion: _____

2. **Employee definition**:
   Full-Time Employee means:
   ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
   ☒ Other: 1. A regular, full-time employee of the employer who regularly works at least 30 hours per week.
   2. A regular, part-time employee of the employer who regularly works less than 30 hours per week and who has been covered by this plan as a full-time employee of the employer at least 10 years.
   3. An elected official of the employer.

   Group's retiree provisions should be as follows:
   Retiree: An eligible Retiree shall be defined as any former Employee who receives a continuing benefit pursuant to the provisions of the Oklahoma Firefighters Pension and Retirement System, or the Oklahoma Police Pension

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and Retirement System, or an Employee who worked for a period of at least eight (8) years or more for the Employer on a full-time basis and had a standard work-week of thirty (30) hours or more (or an annual budgeted work week averaging thirty (30) hours or more per standard work-week and for whom benefits were budgeted by the Employer). Elected officers shall be eligible for the plan as a retiree as long as elected officers have served eight (8) or more years with the City of Midwest City and who has continuously participated in the health benefits plan at the City of Midwest City at the time of retirement. The surviving Spouse or surviving minor child or children of a retiree may continue in force, at their own expense, the Plan, provided the surviving Spouse or surviving minor child or children continuously participated in the Plan at the then time of death of the Retiree. To continue in force the Plan, the surviving Spouse or surviving minor child or children shall notify the Plan Administrator within 30 days of death of the Retiree. Due to being permanently and totally disabled as the result of a job-relatedsickness or accident suffered while working for the Employer as determined by the Worker's Compensation Court or effective April 4, 2010 .

Part-Time Employee means:

☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.

☐ Other:

3. **The Effective Date of termination for a person who ceases to meet the definition of Eligible Person**:

☐ The date such person ceases to meet the definition of Eligible Person.

☒ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.

☒ Other: RETIREE ENROLLMENT PROVISIONS

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage. Retiree enrollment is classified in the following manner:

Initial enrollment - coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare - All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Empl0yer.

Subsequent changes in status - application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Termination of Coverage. Termination of coverage may occur in one of the following ways:

1. Upon termination of the Plan.
2. Thirty (30) days from the due date of the required contribution if unpaid, together with any accrued late charge(s).
3. The Retiree does not elect to continue coverage at open enrollment, or notifies the Plan Administrator of their intent to terminate coverage.

Once retiree coverage is terminated, it cannot be reinstated without first returning to Active Employee status.

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

☐ The date of employment.

☐ The _____ day of employment.

☐ The _____ day of the month following _____ month(s) of employment.

☐ The _____ day of the month following _____ days of employment.

☒ The 1st day of the month following the date of employment.

☒ Other: RETIREE ENROLLMENT PROVISIONS

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage. Retiree enrollment is classified in the following manner:

Initial enrollment - coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare - All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with

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the Employer.

Subsequent changes in status - application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☐ No

Are there multiple new hire waiting periods? ☐ Yes ☒ No
If yes, please attach eligibility and contribution details for each section.

5. **Domestic partners covered**: ☐ Yes ☒ No
   If yes, a domestic partner is eligible to enroll for coverage.
   If yes, are domestic partners eligible for continuation of coverage? ☐ Yes ☐ No
   If yes, are dependents of domestic partners eligible to enroll for coverage? ☐ Yes ☐ No
   If yes, are dependents of domestic partners eligible for continuation of coverage? ☐ Yes ☐ No

   The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

6. **Limiting Age for covered children**: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

7. **Termination of coverage upon reaching the Limiting Age**:
   ☐ The last day of coverage is the day prior to the birthday.
   ☒ The last day of coverage is the last day of the month in which the limiting age is reached.
   ☐ The last day of coverage is the last day of the billing month.
   ☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
   ☐ The last day of coverage is the day prior to the Employer's Anniversary Date.

   Automatically cancel dependents when they reach the day their coverage terminates? ☐ Yes ☒ No

   Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?
   ☐ Yes ☒ No

   However, such coverage shall be extended in accordance with any applicable federal or state law. The Employer will notify BCBSOK of such requirements.

8. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse.

   To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSOK will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSOK will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

(a) ☒ Disabled dependent administration will follow **Standard Rules.**

A disabled dependent is eligible to ***continue*** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to ***add*** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.

(b) ☐ Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

Age: *Please select one option regarding age of when the disability began.*
☐ The disability must have begun before the child attained the age of 26.
☐ All disabled dependents are covered regardless of when the disability began.

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Proof of prior coverage: *Please select required or not required below:*
When ***adding*** coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required.

Certification review: *Please select one option regarding the administration of certification review.*
☐ Certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.
☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSOK, *please select one option regarding forms:*
☐ Utilize BCBSOK disabled dependent certification forms.
☐ Utilize custom/other disabled dependent certification forms.

If Certification Review is administered by BCBSOK, *please select allowed or not allowed below:*
A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.
A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?
☐ Yes (specify number of days below) ☒ No
Temporary Layoff: days Disability: days Leave of Absence: days
However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify BCBSOK of such requirements.

10. Enrollment:
***Special Enrollment**:* An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: 05/01/2022-05/31/2022

***Late Enrollment**:* An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:
☒ Open Enrollment – Late applicants may only apply during Open Enrollment.
☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

11. * Does COBRA Auto Cancel apply? ☐ Yes ☒No
Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.
**Not recommended for accounts with automated eligibility*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

Current number of eligible subscribers at onboarding and/or annual renewal _____.

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Lines of Business (Check all applicable services) ☐ NO CHANGES ☐ See Additional Provisions

Medical Plan Services:

- ☐ Blue Choice PPO
- ☐ Blue Traditional (In and Out of Network Benefits)
- ☐ BlueOptions
- ☐ BlueOptions Select PPO
- ☒ Blue Preferred
- ☐ NativeBlue
- ☐ Blue High Performance Network^SM (Blue HPN^SM) without Tiers
- ☐ Blue High Performance Network with Tiers (Blue HPNT)
- ☐ **Out of Area** (Traditional)

Additional Services:

- ☒ Wellbeing Management
- ☐ Wellness Incentives
- ☐ Health Advocacy Solutions
- ☐ Mercer Health Advantage
- ☐ Custom Care Management Unit
- ☐ Blue Directions^SM (Private Exchange) *(If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.)*
- ☐ Limited Fiduciary Services for Claims and Appeals

- ☐ Other Select Product
- ☐ Other Select Product
- ☐ Other Select Product
- ☐ Other Select Product
- ☒ Other MD Live Virtual Visits
- ☐ Other
- ☐ Other
- ☐ Other

Consumer Driven Health Plan:

- ☐ Blue Edge^SM (HCA) *(If selected, complete separate HCA BPA)*
- ☐ (HSA) (vendor: Select Vendor)
- ☐ FSA (vendor: Select Vendor)
- ☐ HRA (vendor: Select Vendor)

Prescription Drugs: *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)*

Pharmacy Network:

- ☐ Traditional Select Network
- ☐ Advantage Network
- ☐ Preferred Network
- ☐ Elite Network
- ☐ Network on PBM Fee Schedule Addendum

Drug List: Select Drug List

Other (please specify): _____

PPO/HSA Preventive Drug List:
Please specify: Select Option

Other RX programs: Select Program

Ancillary Services:

- ☐ Dental Plan Services
- ☒ Vision Insurance *(if selected, complete a separate application)*
- ☒ Stop Loss Coverage *(if selected, complete separate Exhibit to the Stop Loss Coverage Policy)*
- ☐ Life or Disability Insurance *(if selected, complete a separate application for those coverages)*
- ☒ COBRA Administrative Services *(if selected, complete separate COBRA Administrative Services Addendum)*

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma.

Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. 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.

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications ☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer Payment Method: ☐ **Online Bill Pay** ☒ **Electronic** ☐ **Auto Debit** ☐ **Check**

Employer Payment Period: ☒ **Weekly** (cannot be selected if Check is selected as payment method above)
☐ **Semi Monthly** (cannot be selected if Check is selected as payment method above)
☐ **Monthly**

Claim Settlement Period: ☒ **Monthly**

Run-Off Period: Employer payments are to be made for 12 months following end of Fee Schedule Period. *Standard is twelve (12) months.*

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: months.

Administrative Per Employee per Month (PEPM) Charges ☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

	2022			
Administrative Fee	$62.90	$	$	$
Dental	$	$	$	$
Limited Fiduciary Services	$*Included in Admin Fee	$	$	$
Advanced Payment Review	25% $	% $	% $	% $
*Medical Drug Rebate Credit	$(2.50)	$	$	$
*Rebate Credit for the Prescription Drug Program	$	$	$	$
Commissions: ______	$	$	$	$
Commissions: ______	$	$	$	$
Commissions: ______	$	$	$	$
Outpatient Imaging Management Services	$	$	$	$
Management of the Virtual Visits Program	$Included in Admin Fee	$	$	$
Wellbeing Management	$Included in Admin Fee	$	$	$
Health Advocacy Solutions	$	$	$	$
Other: Data Exchange List Service: Reverse Eligibility - CVS/Caremark	$Included in Admin Fee	$	$	$
Other: Select Service Category List Service: ______	$	$	$	$
Other: Select Service Category List Service: ______	$	$	$	$
Miscellaneous: ______	$	$	$	$
Miscellaneous: ______	$	$	$	$

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	Total	$60.40	$	$	$

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
	Total:	$_____

Other Service and/or Program Fee(s) ☒ **NO CHANGES** ☐ **SEE ADDITIONAL PROVISIONS**

Not applicable to Grandfathered Plans
External Review Coordination: ☒ Yes ☐ No
If yes, coordination fee: $700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.

Advanced Payment Review (APR): ☐ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

☒ APR Savings Program

☐ PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any recovered amounts identified by Claim Administrator or third-party vendor other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

Reimbursement Services: ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

Third-Party Law Firms Provisions (other than Reimbursement Services): ☒ Yes ☐ No
Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: ☒ Yes ☐ No ***If yes***, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Oklahoma. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charge

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category *(per Covered Employee per individual or family composite)* during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service	**2022**			
Medical Run-off Administration Charge	**$23.48**	**$**	**$**	**$**
Dental Run-off Administration Charge	**$**	**$**	**$**	**$**
Miscellaneous	**$**	**$**	**$**	**$**
Miscellaneous	**$**	**$**	**$**	**$**
Total:	**$23.48**	**$**	**$**	**$**

Other Provisions ☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

1. **Summary of Benefits & Coverage**:
   a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?
   ☒ Yes. (Please answer question b. The SBC Addendum is attached.)
   ☐ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)

   b. Will Claim Administrator distribute the (SBC) to Covered Persons?
   ☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
   ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to Covered Persons as required by law.
   ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC plan to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is $1.50 per package.

2. **Massachusetts Health Care Reform Act**: Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

   If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act.

3. **Alternative Care Management Program** (applicable to the purchased medical management program):

   ☒ Yes ☐ No

   The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. **Prior Authorization** (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. **Essential Health Benefits ("EHB") Election**:
   Employer elects EHBs based on the following:
   1. ☒ EHBs based on a Claim Administrator state benchmark:
      ☐ Illinois ☐ Montana ☐ New Mexico ☒ Oklahoma ☐ Texas
   2. ☐ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
      If so, indicate the state's benchmark that Employer elects: ___
   3. ☐ Other EHB, as determined by Employer

   In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Oklahoma benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.

7. **Producer/Consultant Compensation**
   The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Additional Provisions: Domestic Partner Coverage: Legally married in a state that recognizes same sex marriage.

Pharmacy benefits continue to be carved out to CVS/Caremark.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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Benefit Program Application Addendum
Federal Regulatory Requirements

Starting with plan years on or after January 1, 2022, Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("Claim Administrator") will offer new services and processes for ASO group customers that are the result of new requirements imposed on group benefit plans by new federal laws and regulations, specifically certain requirements of the Consolidated Appropriations Act of 2020 ("CAA"), including the No Surprises Act ("NSA"). As a result, the following terms apply for plan years beginning on or after January 1, 2022.

Any capitalized terms not defined here shall have the meaning stated in the Administrative Services Agreement between Claim Administrator and Employer (the "ASA").

Transparency Requirements under the Consolidated Appropriations Act

Services that Claim Administrator will provide to Employer related to certain Transparency Requirements under the CAA are:

Network Provider Data Verification

Claim Administrator will maintain a central database of Network Providers' demographic information, which shall include name, address, phone number, specialty and web address ("Data Elements").

Claim Administrator will implement commercially reasonable procedures to track data updates for Network Providers or confirm Provider data accuracy related to the Data Elements.

Claim Administrator will initiate an outreach to Network Providers to verify the accuracy of the Data Elements up to ninety (90) days following the last recorded update or verification.

Claim Administrator will implement commercially reasonable procedures to track the receipt of updated data from a Network Provider and update the central database within appropriate timeframes.

Directory of Verified Network Providers

Claim Administrator will provide an online Provider directory representing the Network Providers who render services which may be billed to plans and policies administered by Claim Administrator. This directory shall include Providers contracted with Claim Administrator as well as Providers contracted with any Blue Cross and Blue Shield Plan as well as Claim Administrator and another entity performing services on behalf of Claim Administrator. The directory shall not reflect services administered by external claims administrators or other Providers not directly contracted through Claim Administrator.

Providers who fail to confirm the accuracy of the Data Elements may be subject to removal from the Provider directory until they confirm the accuracy of their information.

To the extent information for the Provider directory is provided by a third-party, Claim Administrator shall not be responsible for delays in updates to Provider data directories, or misinformation due to such delays in receiving information from third parties.

Provider Network Status Verification

Covered Persons in plans or policies administered by Claim Administrator may seek clarification of a Provider's Network status through Claim Administrator. Notwithstanding any terms in the ASA, Employer authorizes Claim Administrator to communicate with Covered Persons as reasonably necessary to provide information to or responses in connection with this section. When this clarification is sought via phone, Claim Administrator will use commercially reasonable efforts to provide an electronic confirmation of the Provider's Network status in writing within 24 hours of the call. This verification shall be based on the information available to Claim Administrator at the time of the request and does not represent future guarantee of Network status.

Employer acknowledges that Claim Administrator will not issue a written confirmation of Provider Network status when request is sought through a third-party service center.

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ID Cards

Claim Administrator will include up to four (4) tiers of deductible limits and out-of-pocket maximum limits for major medical coverage on the member ID card. The limits will reflect both family and individual limits when applicable to policy, together with in- and out-of-network limits.

For policies that include prescription drug coverage through Prime with an independent out-of-pocket or Copayment/Deductible, up to two (2) tiers of coverage limits will be included on the ID card.

Claim Administrator will include a phone number and a website URL for consumer assistance information on ID cards issued by Claim Administrator.

For plans that have access to a digital ID card through Blue Access for Members℠ and Claim Administrator's mobile application, the digital ID card image will be updated to reflect the necessary change for plans by plan year renewal 2022.

Claim Administrator will issue physical ID cards in accordance with its standard processes and will not re-issue physical ID cards unless requested by Employer, in which case additional charges may apply. All newly issued physical ID cards starting in 2022 will contain the information reflected in this section.

Surprise Billing Requirements of the No Surprises Act

Qualifying Payment Amount

As it pertains to Employer's self-funded plans, Employer acknowledges that NSA requires, among other things, that member cost-share for certain items and services the Plan covers are calculated based on the lesser of the Provider's billed charge or the NSA's "Qualifying Payment Amount" ("QPA"). With respect to the calculation of QPA, Employer elects to use and adopts the QPA calculated by Claim Administrator based on Claim Administrator's self-funded business and not a QPA customized for Employer's Plan(s).

Negotiation and Independent Dispute Resolution Process

Employer acknowledges that Claim Administrator will make on the Plan's behalf an initial payment amount on Claims consistent with Employer's direction as established by Employer's Plan and the ASA. For non-participating Claims subject to the NSA, a Provider may seek additional payment through a dispute process the NSA and related regulations establish. This process may include informal negotiations with the Provider and an independent dispute resolution ("IDR") process as described in the NSA.

Employer authorizes Claim Administrator, or for Claims for service rendered outside of Claim Administrator's service area another Blue Cross and Blue Shield licensee, to represent the Plan with respect to any Claim with services for which a Provider seeks to negotiate as provided by the NSA, or for which a Provider institutes IDR.

With respect to any negotiations where Claim Administrator represents the Plan to resolve any disputed Claim, Employer expressly authorizes Claim Administrator in such negotiations to resolve any disputed Claim for an amount which Claim Administrator determines is reasonable under the circumstances but in no event will a disputed claim be resolved for more than QPA plus ten percent (10%) of the QPA, without approval of Employer.

Claim Administrator will maintain a summary description of its currently applicable approach to negotiation of services or Claims subject to the dispute resolution process of the NSA. The approach will be generally the same or similar for Claims under Employer's Plan as for similarly-situated Claims under Claim Administrator's fully insured health insurance policies.

The negotiation approach is subject to change from time to time by Claim Administrator. Information about the approach then in effect will be made available to Employer upon reasonable request. Employer acknowledges and agrees that Claim Administrator shall follow its then-current negotiation approach, such negotiations may not be successful, and may result in institution of IDR without exhaustion of the full settlement authority Employer granted to Claim Administrator, which in turn will result in additional administrative fees, as well as IDR entity fees in the event of settlement after institution of an IDR or an IDR loss. Notwithstanding the additional administrative fee and other possible expenses, Employer expressly authorizes Claim Administrator not to exhaust its settlement authority (up to QPA plus ten percent (10%) of the QPA) if Provider's last offer is outside the parameters of the then-effective negotiation approach. Employer acknowledges that settling these Claims

within the settlement authority range stated here and the scope of Claim Administrator's then current negotiation approach is in the Plan's interest.

Negotiation services Claim Administrator provides shall include communicating with Provider, supplying requested documentation as appropriate, and proposing and documenting resolution of disputed claims. Services in connection with an IDR shall also include handling interactions with the IDR entity and Provider, supplying requested information in connection with the IDR, and analyzing circumstances of disputed Claims to determine position on disputed Claims. On a quarterly basis, Claim Administrator shall provide Employer with information regarding the status of negotiations and IDR decisions.

Employer acknowledges that Claim Administrator undertakes negotiations at the direction of the Employer, undertakes such negotiations because they are necessary to the operation of the Plan, that the compensation to be paid to Claim Administrator for such negotiations is reasonable, and that Claim Administrator does not act as a fiduciary in accordance with state law, or, to the extent applicable under the Employee Retirement Income Security Act of 1974 ("ERISA") in connection with any disputed Claim. Employer is solely responsible for any amounts determined to be payable as a result of such negotiations or awards entered through IDR on NSA-eligible items and services. Employer agrees that Claim Administrator shall have no responsibility for or with respect to any award entered in IDR and any subsequent payment made thereon and/or any judgment entered thereon.

In connection with Claims, items, and services that are subject to the NSA and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars ($50) for each Claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars ($75) for each Claim where Claim Administrator represents Plan in an IDR (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

Employer acknowledges that the fees paid for informal negotiation and IDR are reasonable and are the result of the Provider not agreeing to the payments offered under the Plan and ASA and that the Employer consents to these fees. Claim Administrator shall bill such amounts to Employer on Employer's invoice.

Employer acknowledges that other terms, conditions, or fees may apply with respect to any negotiations or IDR processes performed by another Blue Cross and Blue Shield licensee.

This Addendum is incorporated into and made part of the Additional Provisions Section of the most-current ASO Benefit Program Application (BPA) and will be effective notwithstanding anything in the Administrative Services Agreement or the BPA to the contrary. All terms of the BPA, as amended from time-to-time, shall remain in force and effect except as otherwise described in this Addendum.

The laws and regulations that are the subject of this Addendum are subject to additional rulemaking and interpretation. The terms and conditions stated in this Addendum, including any associated costs/fees, may change as additional requirements and regulatory guidance are released or as additional information becomes known. In the event of a change because additional requirements and regulatory guidance are released or as additional information becomes known, Claim Administrator shall provide notice to Employer and such change shall be effective sixty (60) days after such notice.

The undersigned is authorized and responsible for purchasing administrative services on Employer's behalf and has provided the information specified in this Addendum.

Employer acknowledges that Employer, and not Claim Administrator, shall be responsible for making the necessary adjustments to its Plan Document(s) and Summary Plan Description(s) to be consistent with Employer's election, including any amendments to governing Plan documents.

Employer agrees to the terms set forth in this Addendum and which shall be effective for all plan years beginning on or after January 1, 2022.

Signature

Alexandria Lamb

Sales Representative

403

District Phone & FAX Numbers

Dustin Brand

Producer Representative

INSURICA, Inc.

Producer Firm

5100 Classen Blvd., Ste 300
Oklahoma City, OK 73118

Producer Address

(P): 405-556-2225 (F): 405-556-2394

Producer Phone & FAX Numbers

Dustin.Brand@INSURICA.com

Producer Email Address

730687265

Tax I.D. No.

Signature of Authorized Purchaser

Matthew D. Dukes II

Print Name

Mayor

Title

5.25.22

Date

Proprietary and Confidential Information of Claim Administrator
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PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: 621602

By: Matthew D. Dukes II
Print Signer's Name Here

➡ [signature], Mayor
Signature and Title

Group Name: City of Midwest City

Address: 100 N. Midwest Blvd.

City: Midwest City State: OK ZIP: 73110-4319

Dated this 25 day of May 2022
Month Year

Proprietary and Confidential Information of Claim Administrator
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BlueCross BlueShield
of Oklahoma

City of Midwest City
07/01/2022
Confirmation of renewal and benefits

Broker/Consultant: INSURICA, Inc.

Acknowledgment of renewal documents
- Benefit Program Application (BPA)
- Stop Loss Application

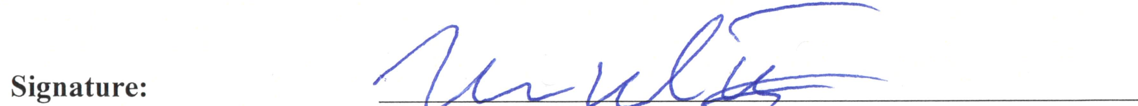
Renewal Rate Confirmation
- Administration Fee: $62.90 PEPM
- Medical Rebate: ($2.50) PEPM
- Net Admin Fee: $60.40 PEPM
- Individual Stop Loss: $130.64 PEPM
- Aggregate Stop Loss: $3.11 PEPM

Benefit & Coverage Changes
- **Required change: As of 7/1/2022 services provided by Licensed Marriage and Family Therapists and services for Family Therapy and Marital Therapy.**

As an authorized representative, I accept this confirmation of coverage and will return signed contracts. By signing below, I acknowledge agreement with rates and benefits attached.

Authorized Representative (print name) Matthew D. Dukes II

Signature:



Date 5-25-22

1400 S. Boston Ave. • Tulsa, Oklahoma 74119-3613 • 918-560-3500 • www.bcbsok.com

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