

ASO Unified Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only HMO ("ASO HMO") and Administrative Services Only Non-HMO ("ASO Non-HMO") Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as "Claim Administrator" or "BCBSIL"

(All items are applicable to Employer's ASO HMO plan design(s) and the ASO Non-HMO plan design(s) unless otherwise specified.)

Group Status: Former HCSC Insured Group converting to ASO

Employer Account Number (6-digits): 256441

ASO HMO Group Number(s): B04398

ASO HMO Section Number(s): ALL

ASO Non-HMO Group Number(s): 604398; 604399; 604402; 604403

ASO Non-HMO Section Number(s): ALL

Legal Employer Name: City of Aurora

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also 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 Sponsor*: ERISA Plan Administrator*:

Plan Administrator's Address:

ERISA Plan Administrator's Email:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Federal - Municipality ; 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) 01 / 01 / 2025

Anniversary Date: (Month/Day/Year) 01 / 01 / 2026

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information

☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 36-6005778

Address: 44 E. Downer Pl.

City: Aurora

State: IL

ZIP: 60507

Billing Address (if different from above): _____

Title: Chief Human Resource Officer

Administrative Contact: Alisia Lewis

Email Address: lewisa@aurora.il.us

Phone Number: 630-256-3430 Fax Number: 630-256-3439

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.)

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.

Blue Access for EmployersSM ("BAESM") Contact: Alisia Lewis

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

Email Address: lewisa@aurora.il.us

Phone Number:

Fax Number:

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

Producer of Record

☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS

Effective: 01/01/2025

If applicable, the below-named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSIL, 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 the Employer.

Are commissions to be paid? ☐ Yes ☐ No

Producer or Agency to whom commissions are to be paid*: _____

Illinois Producer#:

NPN:

Address:

City:

State:

Phone:

Fax:

Is Producer/Agency appointed with BCBSIL? ☐ 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 PROVISIONS: SEE ICCA

* 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: *(For the ASO HMO plan design(s), an eligible person must reside in the service area of a Participating IPA.)*

☒ 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: Retirees: If your active service ends because you retire, your insurance will be continued until the date on which your employer cancels the insurance. IMRF Tier 1: A qualified Retiree also includes a qualified retired elected official with 8 or more years of consecutive service and at least 55 years of age. IMRF Tier 2: A qualified Retiree also includes a qualified retired elected official with 10 or more years of consecutive service and at least 62 years of age. Public Safety: qualified Retiree also includes a qualified retired elected official with 20 years of service. Retiree with dependent medical coverage who become Medicare eligible are provide the option to continue with a Medicare Advantage Plan. If they choose the option to continue with the Medicare Advantage Plan, the BCBS current medical plan will be terminated for the retiree and the spouse(PreMedicare) will be added as a new subscriber with the dependent children(if applicable) with the BCBS medical plan. We have a handful of retiree sworn officers who are not Medicare eligible and will continue on the BCBS medical plans due to not being eligible for Medicare.

☒ Other (please specify): Surviving spouse -Surviving spouse and surviving dependent children(up to age limit) are covered for an unlimited time frame as long as premium are being paid.

Are any classes of employees to be excluded from coverage? ☐ Yes ☒ No

Proprietary and Confidential Information of Claim Administrator

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If yes, please identify the classes and describe the exclusion: _____

2. Employee definitions:

Full-Time Employee means:

- ☒ A person who is regularly scheduled to work a minimum of 35 hours per week and who is on the permanent payroll of the Employer.
- ☐ Other:

Part-Time Employee means:

- ☒ A person who is regularly scheduled to work a minimum of 20 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:

4. All current and new employees must satisfy the required waiting period indicated below before coverage will become effective. 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 [INSERT NUMBER] Select Interval (option of 1 or 2 months or up to 60 days) of employment.
- ☒ The 1st day of the month following the date of employment.
- ☐ Other:
- ☒ This election applies only to the ASO HMO plan design(s): A full month's fees (including Direct and Allocated Physician Service Fees) will be charged for the first (1st) month of coverage for those employees whose Coverage Dates fall between the first (1st) and fifteenth (15th) day of the Fee Schedule period. No fees will be charged for the first month of coverage for those employees whose Coverage Dates fall between the sixteenth (16th) day and the end of the Fee Schedule Period.

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. Civil union partners covered:

- i. ☒ The Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a civil union partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan.

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- ii. **For all other Employers:** ☒ Yes ☐ No

If yes: A civil union partner and his or her dependents are eligible to enroll for coverage.

If yes, are civil union partners and his or her dependents 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 civil union partners.

7. 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:

If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to thirty (30) years, for unmarried eligible military personnel as described in the Employer's Plan.

8. Termination of coverage upon reaching the Limiting Age: to occur on the last day of the calendar month in which the Limiting Age is reached.

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 and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSIL of such requirements.

9. Disabled dependent: A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse. A child is a disabled child when the child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, per Internal Revenue Code Section 22(e)(3).

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSIL 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, BCBSIL 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 BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.

(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.

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 BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.

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☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSIL, please select one option regarding forms:

- ☐ Utilize BCBSIL disabled dependent certification forms.
☐ Utilize custom/other disabled dependent certification forms.

If certification review is administered by BCBSIL, 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.

10. 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 an applicable federal or state law. The Employer will notify BCBSIL of such requirements.

11. 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: 10/7- 10/25

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.

12. * 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

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.

Current number of eligible subscribers at onboarding and/or annual renewal 1340.

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Lines of Business (Check all applicable services)

☐ NO CHANGES ☒ See Additional Provisions

Medical Plan Services:

- ☒ Participating Provider Option (PPO)
- ☐ Blue Choice Select PPO
- ☐ Blue Choice Options
- ☐ HMO Illinois®
- ☒ Blue Advantage HMOSM
- ☐ Blue High Performance NetworkSM (Blue HPNSM)

Additional Services:

- ☒ Wellbeing Management
- ☐ Wellness Incentives
- ☐ Health Advocacy Solutions ("HAS") (for ASO Non-HMO Only)
- ☐ Mercer Health Advantage
- ☐ Custom Care Management Unit
- ☐ Blue DirectionsSM (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
- ☐ Other

Ancillary Services:

- ☒ Dental Plan Services
- ☐ Vision Insurance (if selected, complete a separate application)
- ☐ Embedded Vision (ASO Non-HMO Only)
- ☒ Stop Loss (if selected, complete separate Exhibits to the Stop Loss Coverage Policies as applicable for ASO HMO/Non-HMO Services)
- ☐ Life, Disability, Critical Illness, Accident, or Hospital Indemnity Insurance (if selected, complete a separate application for those coverages)
- ☐ COBRA Administrative Services (if selected, complete separate COBRA Administrative Services Addendum, which must be attached and is made part of this ASO BPA)

Consumer Driven Health Plan:

- ☐ BlueEdgeSM Health Care Account (HCA) Administrative Services (if purchased, complete separate HCA BPA)
- ☒ BlueEdgeSM HSA Eligible Health Plan (Preferred Vendor: Select Vendor)* If HealthEquity, Inc. is selected, BCBSIL to send HSA enrollment to HealthEquity, Inc.:
☐ Yes ☐ No
Non-Preferred Vendor: Old Second National Bank
- ☒ FSA (Preferred Vendor: Flex)*
Non-Preferred Vendor: _____
- ☐ HRA (Preferred Vendor: Select Vendor)*
Non-Preferred Vendor: _____

Prescription Drugs for ASO HMO:

- ☒ Covered under a pharmacy benefit (If selected, the PBM Fee Schedule Addendum must be attached and is part of this ASO BPA.)

ASO HMO Pharmacy Network (Select one):

- ☒ HMO Network
- ☐ Network shown on PBM Fee Schedule Addendum
- ☐ Other (please specify):

Prescription Drugs For ASO Non-HMO:

- ☒ Covered under a pharmacy benefit (If selected, the PBM Fee Schedule Addendum must be attached and is part of this ASO BPA.)

- ☒ Covered under the medical benefit or Blue Script

Pharmacy Network (Select one):

- ☒ Traditional Select Network
- ☐ Advantage Network
- ☐ Preferred Network (Not offered with Blue Script)
- ☐ Elite Network (Not offered with Blue Script)
- ☒ Network on PBM Fee Schedule Addendum
ASO Non-HMO Drug List:
Performance Select Drug List
- ☐ Other (please specify):

Prescription Drug Program Clinical Management Programs For ASO Non-HMO

- ☐ Pharmaceutical Care Management ("PCM") (Retrospective) (Included with HAS)

*An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements.

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

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

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Illinois, 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, Critical Illness, Accident, Hospital Indemnity 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 Illinois 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.

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.

☐ **ASO HMO Plan Design to Allow Payment of Special Claim Types (as described in the attached ASO HMO Covered Benefits Talking Points Document.)**

- Limited Dollar (LD) Claim Payment (Less than or equal to \$10,000 per episode)
- Late Membership Claim Payment
- Closed Medical Group Claim Payment
- Newborn Claim Payment Process
- Claims that are Not Approved by the Medical Group

This election provides for Claim Administrator to adjudicate and pay (as applicable) the specific types of claims identified above. If this election is not checked, these types of claims will be denied.

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: ☒ **Weekly** ☒ **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**

	PPO	HMO	Dental PPO	
Administrative Fee	\$38.42	\$38.49	\$3.61	\$ _____
Dental	\$ _____	\$ _____	\$ _____	\$ _____
ASO HMO Managed Care Fee	\$ _____	\$17.63	\$ _____	\$ _____
Claims Fiduciary	\$ _____	\$ _____	\$ _____	\$ _____
Advanced Payment Review	% \$ _____	% \$ _____	% \$ _____	% \$ _____
*ASO Non-HMO Medical Drug Rebate Credit	\$(2.50)	\$(____)	\$(____)	\$(____)
*Rebate Credit for the Prescription Drug Program	\$(160.00)	\$(160.00)	\$(____)	\$(____)
ASO Non-HMO Telehealth (Virtual Visits)	\$52	\$ _____	\$ _____	\$ _____
Wellbeing Management	\$5.85	\$0.45	\$ _____	\$ _____
ASO Non-HMO Health Advocacy Solutions	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____

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Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Benefits Value Advisor List Service: _____	\$2.52	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$	\$	\$	\$
Other: Select Service Category List Service: _____	\$	\$	\$	\$
Other: Select Service Category List Service: _____	\$	\$	\$	\$
Miscellaneous: _____	\$	\$	\$	\$
Miscellaneous: _____	\$	\$	\$	\$
Total	\$(115.19)	\$(102.88)	\$	\$

Administrative Per Member Per Month (PMPM) Charges for Prescription Drug Program Clinical Management Programs For ASO Non-HMO

☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS

Pharmaceutical Care Management (Retrospective) (No cost if both HAS and Prescription Drug Program are elected)	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$	\$	\$	\$

*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.

ASO Non-HMO Claim Administrator Provider Access Fee(s)

☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS
☐ INCLUDED IN THE ADMINISTRATION FEE

Group Number(s):

☒ % of ADP Savings: **.68%**

☐ \$ per Covered Employee per month: \$

☐ **Group with multiple Provider Access Fees by services (e.g., CMM, and/or PPO plans):**

Group Number(s):

☐ % of ADP Savings: %

☐ \$ per Covered Employee per month: \$

BlueCard Program/Network Access Fees

Available upon request.

Administrative Line Item Charges		Frequency	Amount
Other: Data Exchange List Service: <u>Cotivity</u>	One-time fee If applicable, describe other: _____		\$2200.00
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category	Select Billing Frequency		\$ _____

List Service: _____	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: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	_____ %
Total:		\$ _____

Other Service and/or Program Fee(s)

☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS

NSA Fees

In connection with the claims, items, and services that are subject to the No Surprises Act ("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) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (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.

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.

For ASO Non-HMO, Employer elects the following process: ☐ State of Illinois External Review Process
☒ Federal Affordable Care Act Process

For ASO HMO, Employer authorizes Claim Administrator to use the Federal Affordable Care Act Process.

If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:

Administrator: Medical claims: ☒ Pharmacy claims: ☐ Name: _____ Mailing Address: _____

Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: _____ Mailing Address: _____

Advanced Payment Review (APR): ☒ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the ABS. 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 savings amounts identified by Claim Administrator or third-party vendor.

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.

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FlexAccess™: ☐ Yes ☒ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and coinsurance requirements for Covered Persons enrolled in the FlexAccess program, including (i) adjusting Covered Persons' copayment amounts to the amount of the manufacturer copay assistance, (ii) applying such manufacturer assistance to reduce Covered Persons' out of pocket costs, and (iii) not applying the manufacturer assistance to Covered Persons' deductibles and out of pocket maximum accumulators. Employer agrees that FlexAccess is a plan design decision of Employer and is consistent with Employer's plan design and supported by plan documents. Employer further agrees it is solely responsible for, and will hold Claim Administrator harmless for, the legal and regulatory compliance of the Plan and its plan design.

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member's cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

ASO Non-HMO FLEXACCESS™ QUALIFIED HDHP: ☐ Yes ☒ No

Claim Administrator will assess a fee equal to 20% of program savings for administrative fees. Program savings (shared savings) will be calculated based on the manufacturer copay assistance dollars that are allocated to the cost of the drug minus the member's estimated cost share (copay or coinsurance) that would have been paid if they were not enrolled in the program.

The difference between Employer Responsibility for claims utilizing FlexAccess Qualified HDHP and not utilizing FlexAccess Qualified HDHP includes as follows:

WITH FLEXACCESS QUALIFIED HDHP: Cost of drug – amount manufacturer copay assistance used – Member out-of-pocket cost (if any) up to Deductible... Copay assistance reversed from deductible. Plan pays no portion.

WITHOUT FLEXACCESS QUALIFIED HDHP: Cost of drug – member out-of-pocket cost - Non-FlexAccess Qualified HDHP coupon... Copay assistance applied to Deductible. Plan may pay portion of claim after deductible met.

Third-Party Law Firms Provisions (other than Reimbursement Services): 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.

ASO HMO Direct Physician Service Fees ("PSFs"): Please see applicable proposal or renewal materials for projected Direct PSFs. Claim Administrator will bill Employer the Direct PSF, which will be based on capitation payments paid to HMO Providers for all covered professional services provided to members, and vendors for covered services provided to members, and other capitation payments and other alternative funding arrangements as set forth in Claim Administrator's arrangement with the HMO Providers and the vendors. Effective January 1st of each year (regardless of plan year), Claim Administrator will recalculate the Direct PSFs. In addition, Employer will receive a debit or credit on its bill to reflect enrollment adjustments even if the Administrative Services Agreement has expired or terminated.

ASO HMO Allocated Physician Service Fees: Please see the most recent applicable proposal or renewal materials for projected Allocated PSFs. Claim Administrator will bill Employer the Allocated PSFs, based on the factors and methodology described in the applicable proposal or renewal. Employer acknowledges receipt of and agreement to the above projections, factors and methodologies.

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.

ASO Non-HMO 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 (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 Illinois. 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.

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Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be such service charges in effect at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Administrative Services Agreement or partial termination of Covered Employees.

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 and is made part of this ASO BPA.
☐ 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 Administrative Services 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 Administrative Services Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$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. ASO Non-HMO Alternative Care Management Program (applicable to the 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.

For ASO HMO: Employer authorizes delegation of UM, Case Management, and other health care management programs to the Participating IPAs.

4. ASO HMO Prior Authorization: Employer acknowledges and agrees (a) that all services must be authorized by a Primary Care Provider or Woman's Principle Health Care Provider in order to be covered (except in certain

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situations, such as emergencies), and (b) to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required.

ASO Non-HMO 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 Illinois 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 "Administrative Services 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 Administrative Services 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.

8. Independent Dispute Resolution Process:

Employer authorizes and directs Claim Administrator to offer an amount not to exceed the greater of the Qualifying Payment Amount (QPA) or the amount allowed on the initial notice of payment or denial of a claim on behalf of the Employer during negotiations under the federal IDR process.

9. Volume-Based Discount: The administrative charges shown in this BPA reflect a volume-based discount in an amount up to \$3 PEPM for the twelve-month period beginning on the Contract Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness, Hospital Indemnity and/or Vision product(s)) lapses during this twelve-month period, BCBSIL reserves the right to remove the volume-based discount attributable to the lapsed product on medical administrative fee. In such event, upon sixty (60) days prior written notice to Employer, the administrative fee payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

Additional Provisions:

Transition Credit: For 2026 BCBSIL will provide a one-time transition credit of \$125,000 for the twelve-month period beginning on the Contract Effective Date, to be used to cover costs and expenses associated with transitioning medical, prescription, stop loss, ancillary health or other coverage to BCBSIL and/or costs and expenses associated with transitioning to a new product design with BCBSIL. [For ERISA plans: Employer is accepting the transition credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before expiration of the policy period, Employer will be responsible for refunding to BCBSIL the full amount of the transition credit.

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Transition Credit: For 2027 BCBSIL will provide a one-time transition credit of \$125,000 for the twelve-month period beginning on the Contract Effective Date, to be used to cover costs and expenses associated with transitioning medical, prescription, stop loss, ancillary health or other coverage to BCBSIL and/or costs and expenses associated with transitioning to a new product design with BCBSIL. [For ERISA plans: Employer is accepting the transition credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before expiration of the policy period, Employer will be responsible for refunding to BCBSIL the full amount of the transition credit.

PPO ONLY:

6 Month Administrative Fee Waiver: BCBSIL will provide a one-time credit to the Administrative Fee in an amount equal to \$38.42, multiplied by 6 months, multiplied by the number of Covered Employees per month (estimated to be approximately \$200,321)"] for the twelve-month period beginning on the Contract Effective Date. If Employer cancels medical, stop loss, or prescription drug coverages prior to the expiration of the policy period, Employer will be required to refund BCBSIL the full amount of the credit.

Volume based discount applied to 2025 Administrative fee for \$1.00 PEPM for Dental and 1% off of ISL.

The administrative charges shown in this BPA reflect a \$2 PEPM discount for the twelve-month period beginning on the Contract Effective Date for the addition of new pharmacy benefit coverage (Pharmacy). If Pharmacy lapses during this twelve-month period, BCBSIL reserves the right to remove this discount on medical administrative fee. In such event, upon sixty (60) days prior written notice to Employer, the administrative fee payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

0% Trend Guarantee was sold.

Medical Performance Guarantee was sold.

3 Year Admin Fee:

Year 1: Immature \$38.42

Year 2: \$42.55

Year 3: \$44.63

HMO:

Volume based discount applied to 2025 Administrative fee for \$1.00 PEPM for Dental

Year 1 Mature: \$38.94

Year 2: \$41.89

Year 3: \$43.93

Dental PPO: 24 Month Dental ASO Fee Guarantee 1/1/25 - 12/31/26

BCBSIL will provide a one-time credit to the Dental Administrative Fee in an amount equal to \$3.61 multiplied by the number of Covered Employees per month (estimated to be approximately \$12,887) for the twelve-month period beginning on the Contract Effective Date. If Employer cancels dental prior to the expiration of the policy period, Employer will be responsible for refunding to BCBSIL the full amount of the credit.

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Signature

Heather Cole

Sales Representative

887

630-824-6832

District

Phone & FAX Numbers

David Streich

Producer Representative

Assured Partners

Producer Firm

4350 Weaver Pkwy, Warrenville,
IL 60555

Producer Address

630-388-1802

Producer Phone & FAX Numbers

David.Streich@assuredpartners.com

Producer Email Address

100006497

Producer Number

Signature of Authorized Purchaser

Alisia Lewis

Print Name

Chief Human Resource Officer

Title

Date

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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.

☐ Intentionally left blank by the Employer

Group No.:	B04398; 604398; 604399; 604402; 604403	By:	_____
			Print Signer's Name Here
		➡	_____
			Signature and Title
Group Name:	City of Aurora		
Address:	44 E. Downer Pl.		
City:	Aurora	State:	IL ZIP: 60507
Dated this	_____ day of	Month	Year

Proprietary and Confidential Information of Claim Administrator

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