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 convert	ing 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; 6	604402; 604403	
ASO Non-HMO Section Number(s): ALL		
Legal Employer Name: City of Aurora		
(Specify the Employer or the employee trust applying covered must also be named below. AN EMPLOYEE	BENEFIT PLAN MAY NOT BE NAMED	
ERISA Regulated Group Health Plan*: Yes 🖂 N		_
Is your ERISA Plan Year* a period of 12 months begin If not, please specify your ERISA Plan Year*: Beginning		
ERISA Plan Sponsor*: ERISA Plan Administra	tor*:	
Plan Administrator's Address:		
ERISA Plan Administrator's Email:		
If you maintain that ERISA is not applicable to your gr Non-Federal - Muncipality; if applicable, specify other		emption:
Is your Non-ERISA Plan Year* a period of 12 months If not, please specify your Non-ERISA Plan Year*: Be		
For more information regarding ERISA, contact yo *All as defined by ERISA and/or other applicable law/r Effective Date of Coverage: (Month/Day/Year) 01 / 01 /	regulations	
Anniversary Date: (Month/Day/Year) 01 / 01 / 2026		
Retiree-Only Plan(s) Identification: For more information regarding Retiree-only plans, co	ntact your Legal Advisor.	
Do you have one or more Retiree-only plan(s)?	es 🛮 No	
If yes, please provide Benefit Agreement number, or g	group and section numbers of the Retiree	e-only plan(s):
	☐ NO CHANGES ⊠ SEE A	ADDITIONAL
Account Information	PROVISIONS	ADDITIONAL
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): Administrative Contact: Alisia Lewis	Title: Chief Human Resource O	
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)	:

Proprietary and Confidential Information of Claim Administrator

Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and

Blue Access for Empl	oyers sm ("BAE sm ") Contact: Alisia I	Lewis			
(The BAE Contact is the Er	mployee authorized by the Employer to acce	ess and maintain the E	mployer's account in	ı BAE.)	
Email Address: lewisa	a@aurora.il.us	Phone Numb	er:	Fax Number:	
The Employer or otl	her company listed in this ASO BP	A is a public entity	or governmenta	l agency/contractor	
Producer of Recor	d	☐ NO CHA	NGES 🛚 SEE	ADDITIONAL PROVISIONS	
as a representative subsidiaries, as appli benefit program(s). T authorized to perform withdrawn or superse	w-named producer(s) or agency(ies in negotiations with and to receincable, for procuring Claim Adminition statement rescinds any and membership transactions on belied in writing by the Employer. The paid? Yes No	ive commissions istrator's claims a all previous POR	from BCBSIL, (dministration sei appointments fo	Claim Administrator's corpor rvices for Employer's employ or the Employer. The POR	ate yee R is
Producer or Agency	to whom commissions are to be	e paid*:			
Illinois Producer#: NPN:					
Address:		_			
City:		State:			
Phone:	prointed with PCPSII 2 7 Voc.	Fax:			
	ppointed with BCBSIL? ☐ Yes ☐	J NO			
Commissions:	Barra Martill Conduct D		(16 !	-1 -P 24-1 - (-1 -)	
☐ PCPM \$ ☐ Flat \$ ☐ Percentage of Stop ADDITIONAL PROVIS * The Producer or agence application(s).	•	′es □ No \$	(If cap is ann	nual, divide by twelve) nual, divide by twelve) ne name(s) on the appointment	
Schedule of Eligib		☐ NO CHA	NGES 🔀 SE	E ADDITIONAL PROVISION	IS
	e following eligibility decisions:				
 Eligible Person m Participating IPA.) 	neans: (For the ASO HMO plan d	esign(s), an eligib	le person must i	reside in the service area of	а
☐ A full-time empl ☐ A part-time em ☐ A retiree of the will be continued u includes a qualified IMRF Tier 2: A qua service and at leas 20 years of service continue with a Me BCBS current med subscriber with the officers who are no ☐ Other (please s	loyee of the Employer. It is a member of the Employer who is a member of the Employer. It is Employer. Define criteria: Retiree of the Employer. It is Employer. Define criteria: Retiree of the date on which your employed retired elected official with 8 or realified Retiree also includes a quality 62 years of age. Public Safety: quality 62 years of age. Public Safety: quality 62 years of age. Public Safety: quality 63 years of age. Plan. If they choose dicare Advantage Plan. If they choose dicare plan will be terminated for the dependent children (if applicable) to the d	s: If your active seyer concels the incompression of confided retired elected ualified Retiree as coverage who becomes the option to compression of the electric on the BCBS meaning spouse and surprise on the BCBS meaning spouse and surprise on the second spouse and surprise on the BCBS meaning spouse and surprise on the second spouse and surprise of the second spouse and spouse spouse spouse and spouse spo	surance. IMRF 1 secutive service d official with 10 o includes a quli ome Medicare eli ontinue with the spouse(PreMedi edical plan. We h ical plans due to rviving depender	Fier 1: A qualified Retiree als and at least 55 years of age or more years of consecutive fied retired elected official with igible are provide the option to Medicare Advantage Plan, the icare) will be added as a new leave a handful of retiree sworn not being eligible for Medicare	e e e w n e e
	employees to be excluded from co				

2.	Employee definitions:
	 Full-Time Employee means:
	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 payrol 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? $\ \square$ Yes $\ \boxtimes$ No
	Are there multiple new hire waiting periods? Yes No 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?
	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
	If yes, are dependents of domestic partners eligible for continuation of coverage?
	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.
	Proprietary and Confidential Information of Claim Administrator

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

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? \square Yes \square 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 <i>continue</i> coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to <i>add</i> 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.

	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

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

Lines of Business (Check all applicable	☐ NO CHANGES ⊠ See Additional Provisions
services)	
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 ☐ Other	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: 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 least the part of the part o
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)	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

\square ASO HMO Plan Design to Allow Payment of Special Claim Types (as described in the <u>attached</u> 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

Payment Specifications

- 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.

☐ NO CHANGES ⊠ SEE ADDITIONAL PROVISIONS

Employer Payment Method	: Online Bill Pay	⊠ Electron	ic 🗌 Aut	o Debit] Check	
Employer Payment Period:	Weekly (cannot be	e selected if Check is	s selected as payı	ment method abov	e)	
	Semi Monthly (ca	annot be selected if	Check is selected	as payment metho	od above)	
	☐ Monthly					
Claim Settlement Period:	⊠ Weekly					
Standard is twelve (12) mont	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 be please specify: month	•	of Coverage and c	ontinue for 12 m	nonths. If other th	an 12 months,	
Administrative Per Emp (PEPM) Charges	Administrative Per Employee Per Month ☐ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS (PEPM) Charges					
		PPO	НМО	Dental PPC)	
Administrative Fee		\$ <u>38.42</u>	\$ <u>38.49</u>	\$ <u>3.61</u>	\$	
Dental		\$	\$	\$	\$	
ASO HMO Managed Care Fe	ee	\$	\$ <u>17.63</u>	\$	_ \$	
Claims Fiduciary		\$	\$	\$	_ \$	
Advanced Payment Review		%	%	%	%	
		\$	\$	\$	\$	
*ASO Non-HMO Medical Dru	g Rebate Credit	\$(<u>2.50)</u>	\$(<u> </u>	\$() \$()	
*Rebate Credit for the Prescr	iption Drug Program	\$(<u>160.00)</u>	\$(<u>160.00)</u>	\$() \$()	
ASO Non-HMO Telehealth (\	/irtual Visits)	\$ <u>.52</u>	\$	\$	\$	
Wellbeing Management		\$ <u>5.85</u>	\$ <u>0.45</u>	\$	<u> </u>	
ASO Non-HMO Health Advo	cacy Solutions	\$	\$	\$	_ \$	
Commissions:		\$	\$	\$	\$	

Proprietary and Confidential Information of Claim Administrator

Commissions:	\$	\$	\$	\$
Commissions:	\$	\$	\$	\$
Other: Benefits Value Advisor	\$ <u>2.52</u>	¢	¢	¢
List Service:	\$ <u>2.32</u>	9	\$	•
Other: Select Service Category	•	•	•	•
List Service:	\$	\$	\$	\$
Other: Select Service Category	•	.	•	Φ.
List Service:	\$	A	ð	A
Other: Select Service Category	9	•	*	¢
List Service:	\$	ð	P	P
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 mo				

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 serv Group Number(s):	ices (e.g., CMM, and/or PPO plans):
☐ % 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	One-time fee	\$ <u>2200.00</u>
List Service: Cotivity	If applicable, describe other:	
Other: Select Service Category	Select Billing Frequency	\$
List Service:	If applicable, describe other:	
Other: Select Service Category	Select Billing Frequency	\$

^{*}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.

List Service:	If applicable, describe other:	
Other: Select Service Category	Select Billing Frequency	\$
List Service:	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 Administrato 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						
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):						
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, Clain Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Clain 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.						

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.

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

FlexAccess™: ☐ Yes ☒ No

Proprietary and Confidential Information of Claim Administrator

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.

Othe	r Pr	rovisions	NO CHANGES	⊠ SEE ADDITIONAL PROVISIONS			
1.	Su	mmary of Benefits & Coverage:					
	a.	Will Claim Administrator create Summary of Benefit	ts and Coverage (S	e (SBC)?			
		☑ Yes. Please answer question b. The SBC Adder☑ No. If no, then skip question b and refer to the A					
	b.	Will Claim Administrator distribute the (SBC) to Cov	vered Persons?				
		 No. Claim Administrator will create SBC (only Administrative Services Agreement) and provid distribute SBC to Covered Persons (or hire a the Yes. Claim Administrator will create SBC (only Administrative Services Agreement) and distribution for electronically. Distribution Fee package. 	le SBC to Employer hird party to distribut ly for benefits Clai bute SBC to plan p	r in electronic format. Employer will then te) as required by law. m Administrator administers under the articipants and beneficiaries via regular			
2.	Massachusetts Health Care Reform Act:						
	Em Ma	es the Employer direct Claim Administrator to provide a ployees who reside, or have enrolled dependents who assachusetts Department of Revenue in a manner of ealth Care Reform Act? Yes No	no reside, in Massa	chusetts and file electronic reports to the			
		If no: The Employer acknowledges it will prov Massachusetts Department of Revenue if required					
3.	AS	SO Non-HMO Alternative Care Management Progr	am (applicable to the	ne medical management program):			
	Pe	e undersigned representative authorizes provision rsons for Utilization Management, Case Managemen alth care management programs.					
	Fo	r ASO HMO: Employer authorizes delegation of UN	/I. Case Manageme	ent, and other health care management			

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

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.

programs to the Participating IPAs.

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:						
	☐ 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.

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: BCBSILwill 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.

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

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 le	eft blank by the Employe	er					
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	604398;						
Group No.:	604399;						
	604402; 604403						
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		<u>-</u>					
Group Name:	City of Aurora		Signature	and Title			_
Address:	44 E. Downer Pl.						
City:	Aurora		State:	IL	ZIP:	60507	_
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Dated this	day of	N A = 41		V			
		Month	1	Year			