# BlueCross BlueShield of Illinois

Blue Cross and Blue Shield of Illinois, A Division of Health Care Service Corporation, 300 E Randolph, Chicago, IL 60601 Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148

# **BENEFIT PROGRAM APPLICATION ("BPA")**

(All items are applicable to Grandfathered and Non-Grandfathered Insured Small Group Accounts unless otherwise specified.) (All items are applicable to the HMO plan and the Non-HMO plan unless otherwise specified.)

Employer Group No.(s):		Section No.(s):
Account No. (Blue Star℠):		Customer No. (if different, for existing business only):
below.)	t the nam	es of any subsidiary or affiliated companies to be covered
Address:		
City:	State:	Zip Code:
Billing Address (if different from above):		
City:	State:	Zip Code:
Employer Identification Number ("EIN"):		Standard Industry Code (SIC):
Wholly Owned Subsidiaries to be covered:		
Affiliated Companies to be covered:		
		aggregated per IRS guidelines. Employer hereby confirms gle employer under Internal Revenue Code Section 414(b),
Administrative Contact:		Email:
Phone:		Fax:
Blue Access for Employers <sup>₅</sup> ("BAE <sup>₅</sup> ") Contact: (The BAE Contact is the employee of the account a BAE)		by the Employer to access and maintain its account via
Title:		Email:
Phone:		Fax:
Policy Effective Date:		Policy Anniversary Date://
employee benefit plans in the private industry. In g	general, <b>a</b>	(ERISA) is a federal law that sets minimum standards for III employer groups, insured or ASO, are subject to ERISA ipalities and public school districts, and "church plans" as
ERISA Regulated Group Health Plan*: Yes 🗌 No		

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Medical and Dental benefits are offered 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.

If Yes, specify ERISA Plan Year*: Beginning Date	:// End Date:	_//_ (month/day/year)
ERISA Plan Sponsor*:		
ERISA Plan Administrator*:		
ERISA Plan Administrator's Address:		
City:	State:	Zip Code:
ERISA Plan Administrator's Email:		
Please provide your Non-ERISA Plan Month/Year	:/	
If you contend ERISA is inapplicable to your group	o health plan, please give	legal reason for exemption*:
E Federal Governmental Plan (e.g., the governmeter of the governmeter	nent of the United States of	or agency of the United States)
Non-Federal Governmental Plan (e.g., the gov political subdivision, such as a county or agen	-	agency of the state, or the government of a
Church Plan		
Other, please specify:		
For more information regarding ERISA, contac	t your Legal Advisor.	
*All as defined by ERISA and/or other applicable I	aw/regulations.	

1. Eligible Person: Employer has decided that Eligible Person means a Full-Time Employee of the Employer. Fulltime Employee means an Employee of the Employer who is regularly scheduled to work a minimum of thirty (30) hours per week.

The term "Employee" shall have the meaning set forth under ERISA and applicable law. Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("BCBSIL") reserves the right to audit Employer's initial and ongoing eligibility determinations.

2. Civil Union Partner Coverage: A Civil Union partner, as defined in the Policy, and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Certificate Booklet. The Employer as Policyholder is responsible for providing notice of possible tax implications to those Insureds with coverage for Civil Union partners.

#### 3. Domestic Partner Coverage: Yes 🗌 No 🗌

If Employer elects "Yes" a Domestic Partner, as defined in the Policy, shall be considered eligible for coverage. The Employer is responsible for providing notice of possible tax implications to those Insureds with Domestic Partner Coverage.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners may be eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer shall determine eligibility for COBRA continuation coverage for Domestic Partners, if any. Please indicate your election below:

- Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet
- No, Employer does not elect to offer continuation coverage to Domestic Partners (Domestic Partners are not eligible for continuation coverage)
- Other: \_\_\_\_\_

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- **4. Retiree Coverage:** Yes No If yes, complete the following, as applicable:
  - A. Retiree means those persons covered as retirees under the Employer's health care plan prior to the date the Employer initially purchased coverage from BCBSIL. Yes D No D If yes, complete item 4.B. below.
  - **B. Eligible Persons:** If applicable, list the names of persons of the group who are eligible retirees as described in Item 4.A. above.

Name of Retiree	Name of Retiree

C. Retiree means those persons who retire on or after the effective date of this Benefit Program Application: Yes No I If yes: Such retirees must be at least \_\_\_\_\_ years of age on the date of retirement with \_\_\_\_\_ years of continuous full-time employment with the Employer. Note: Minimum years of age is fifty-five (55); minimum years of continuous full-time employment is ten (10).

For existing groups, former employees who retired after the date the Employer initially purchased coverage from BCBSIL and prior to the initial effective date of the retiree coverage specified in item 4.C. above are not eligible. An Employer may only elect or change retiree coverage on the Policy Effective Date or Policy Anniversary Date.

5. Eligibility Date: All current and new employees must satisfy the substantive eligibility criteria and required waiting period indicated below before coverage will become effective. No waiting period may result in an effective date that exceeds ninety-one (91) calendar days from the date that an employee becomes eligible for coverage, unless otherwise permitted by applicable law.

If a person is added to the Policy and it is later determined that the Policyholder reported a Coverage Date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Policyholder provided to BCBSIL, BCBSIL reserves the right to retroactively adjust the Coverage Date for such person.

# The date of employment. The \_\_\_\_\_ day of employment. The first (1<sup>st</sup>) day of the month following the date of employment. The \_\_\_\_\_ day of the month following \_\_\_\_\_ month(s) of employment month following the month following \_\_\_\_\_ month(s) of employment The \_\_\_\_\_ day of the month following \_\_\_\_\_ month(s) of employment (option of up to sixty (60) days) Note: For multiple classes with different eligibility dates, use the Additional Provisions section below to specify each class and eligibility date. Waive the Waiting Period on initial group enrollment? Yes \_\_\_\_\_ No Number of employees serving Waiting Period: \_\_\_\_\_ Yes \_\_\_\_\_\_

# A. For Health and Dental PPO Coverage:

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B. For Life, Short-term or Long-term Disability, Accident, Critical Illness, or Vision Coverage: (If purchasing life or other coverage, the account must have a first (1<sup>st</sup>) of the month effective date)

The date of employment.	The first (1 <sup>st</sup> ) day of the month following the date of employment.						
The day of the month following month(s) of employment							
The day of the r	The day of the month following days of employment (option of up to sixty (60) days)						
Note: For multiple classes with different eligibility dates, use the Additional Provisions section below to specify each class and eligibility date.							
Waive the Waiting Period on initial group enrollment?  Yes  No							
Number of employees serving	Waiting Period:						

**C. Substantive eligibility criteria:** Provide a representation below regarding the terms of any eligibility conditions (other than any applicable waiting period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan. If any of these eligibility conditions change, Employer is required to submit a new BPA to reflect that new information.

Check all that apply:

- An Orientation Period that:
  - 1) Does not exceed one (1) month (calculated by adding one (1) calendar month and subtracting one (1) calendar day from an employee's start date); and
  - 2) If used in conjunction with a waiting period, the waiting period begins on the first (1<sup>st</sup>) day after the orientation period.
- A Cumulative hours of service requirement that does not exceed twelve hundred (1200) hours

An hours-of-service per period (or full-time status) requirement for which a Measurement period is used to determine the status of variable-hour employees, where the measurement period:

- 1) Starts between the employee's date of hire and the first (1<sup>st</sup>) day of the following month;
- 2) Does not exceed twelve (12) months; and
- **3)** Taken together with other eligibility conditions does not result in coverage becoming effective later than thirteen (13) months from the employee's start date plus the number of days between a start date and the first (1<sup>st</sup>) day of the next calendar month (if start day is not the first (1<sup>st</sup>) day of the month).
- Other substantive eligibility criteria not described above; please describe: \_\_\_\_\_
- 6. Limiting Age for covered children: Hereafter, covered children means a natural child, a stepchild, an eligible foster child, an adopted child (including a child involved in a suit for adoption), a child for whom the Insured is the legal guardian, under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status (if applicable under the Policy), marital status, or any combination of those factors. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet. For health and dental Plans, coverage will terminate at the end of the period for which premium has been accepted. For Life Plans, coverage will terminate on the birthday. However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.

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7. Disabled Dependent: Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Civil Union partner and/or Domestic Partner, if elected). A disabled Dependent is eligible to continue coverage beyond the limiting age, provided the disability began before the child attained the age of twenty-six (26). A disabled Dependent is eligible to add coverage beyond the limiting age, provided the disability began before the child attained the age of twenty-six (26). A disabled Dependent is eligible to add coverage beyond the limiting age, provided the disability began before the child attained the age of twenty-six (26), and proof of coverage as a disabled Dependent is provided.

Certification Review is administered by BCBSIL; a Disabled Dependent Certification Form must be submitted to BCBSIL.

#### 8. Enrollment:

**Special Enrollment:** An Eligible Person may apply for coverage, Family coverage or add dependents within thirty (30) days of a Special Enrollment event if he/she did not apply prior to his/her Eligibility Date or when eligible to do so; provided, however, if a newborn is added as a dependent, such addition must be within thirty-one (31) days. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be effective on the date of the Special Enrollment event or, in the event of Special Enrollment due to termination of previous coverage, the date of application for coverage. In the case of a Special Enrollment event due to loss of coverage under Medicaid or a state children's health insurance program, however, this enrollment opportunity is not available unless the Eligible Person requests enrollment within sixty (60) days after such coverage ends.

**Annual Open Enrollment:** For Health and Dental Plans only, an Eligible Person, who did not enroll under Timely Enrollment, may apply for Individual coverage, Family coverage or add dependents during the Employer's Annual Open Enrollment Period. The Open Enrollment Period is to be held thirty (30) days prior to the Policy Anniversary Date of the program. Such person's Individual Coverage Date, Family Coverage Date and/or dependent's Coverage Date will be the Policy Anniversary Date following the Open Enrollment Period, provided the application is dated and signed prior to that date.

Late Enrollment: For Non-Voluntary Life, Accidental Death and Dismemberment (AD&D) and Short-Term Disability Plans only, an Eligible Person who did not apply under Timely Enrollment may apply for Individual coverage, Family coverage or add dependents. Late enrollees must furnish acceptable evidence of insurability if the employer contributes less than one hundred percent (100%). If the employer contributes one hundred percent (100%), such person's effective date will be a date mutually agreed to by the insurance company and the employer. For Voluntary Life Plans only, employees applying for or increasing coverage after their initial eligibility period can only enroll during the employer's annual enrollment period. Satisfactory evidence of insurability will be required for Voluntary Life coverages in these circumstances.

- 9. Extension of Benefits: An Extension of Benefits will be provided for a period of thirty (30) days in the event of Temporary Layoff, Disability or Leave of Absence. However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. For Life Plans, an extension of benefits will be provided as follows: Due to Disability until the end of the twelfth (12<sup>th</sup>) month following the month in which the disability began; Due to Layoff and Leave of Absence until the end of the month following the month during which the layoff or leave of absence began. The extension will apply, provided all premiums are paid when due.
- **10. Premium Period:** The Premium Period must be consistent with the Policy Effective Date and/or Policy Anniversary Date.

First (1<sup>st</sup>) day of each calendar month through the last day of each calendar month. (This option applies to all coverages if the Employer has BlueCare Dental HMO<sup>sм</sup> coverage.)

Fifteenth (15<sup>th</sup>) day of each calendar month through the fourteenth (14<sup>th</sup>) day of the following calendar month. (This option is not available for any coverage if the Employer has BlueCare Dental HMO coverage.)

Note: Groups with Life, Disability, Accident, Critical Illness, and/or Vision coverage and having less than one hundred dollars (\$100.00) monthly combined premium for those coverages will be billed on a quarterly basis.

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### 11. Employer Contribution:

Α.

## The following elections apply to both Grandfathered and Non-Grandfathered Groups: Health and Dental Plans:

% for Employee Coverage	//% for Employee plus Spouse Coverage				
% for Employee plus Child(ren) Coverage	% for Family Coverage				
One hundred percent (100%) of the Employee Coverage Premium will be applied toward the Family Coverage Premium.					
Other (specify):					

- B. The following applies to Grandfathered Groups: The required minimum employer contribution is twenty-five percent (25%). No policy will be issued or renewed unless at least seventy percent (70%) of eligible employees have enrolled for coverage. This applies to health and dental business separately. This does not include those eligible employees waiving coverage under BCBSIL due to other creditable coverage. In no event, however, shall the policy be renewed unless at least one (1) eligible employee has enrolled for coverage.
- C. The following applies to Non-Grandfathered Groups: BCBSIL reserves the right to take any or all of the following actions: 1) initial rates will be finalized for the effective date of the policy based on the enrolled participation and employer contribution levels; 2) after the policy effective date the group will be required to maintain a minimum Employer contribution of twenty-five percent (25%) and at least a seventy percent (70%) participation of eligible employees (less valid waivers). In the event the group is unable to maintain the contribution and participation requirements, then the rates will be adjusted accordingly; and/or 3) non-renew or discontinue coverage unless the twenty-five percent (25%) minimum employer contribution is met and at least seventy percent (70%) participation of eligible employees (less valid waivers) have enrolled for coverage. Employer will promptly notify BCBSIL of any change in participation and Employer contribution.
- D. The following applies to both Grandfathered and Non-Grandfathered Groups: BCBSIL reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty-five percent (25%) or more over a ninety (90) day period.
- E. The following elections apply to both Grandfathered and Non-Grandfathered Groups: Life, Accidental Death & Dismemberment (AD&D), Supplemental Life and AD&D, Short-Term Disability, Long-Term Disability, Critical Illness, Accident, and Vision Plans

% for Group Life, AD&D	% for Dependent Life	% for Supplemental Life Insurance and AD&D
% for Short-Term Disability	Disability	% for Critical Illness
% for Accident Insurance	% for Vision	

If the employer contributes one hundred percent (100%) toward the cost of coverage, no policy will be issued or renewed unless at least one hundred percent (100%) of eligible employees have enrolled for that coverage. If both the employer and employee contribute toward the cost of coverage, no policy will be issued or renewed unless at least seventy-five percent (75%) of eligible employees have enrolled for that coverage. Eligible employees are those who meet the definition of an Eligible Person, regardless of if an eligible employee waives coverage under BCBSIL medical due to having coverage elsewhere.

12. Reimbursement: It is understood and agreed that in the event BCBSIL makes a recovery on a third-party liability claim, BCBSIL will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.

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13. Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services): BCBSIL engages with third-party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.

#### 14. Wellbeing Management (included)

- **15.** HSA/HDHP purchased: Yes No (If yes, provide the name of HSA administrator/trustee: Vendor: BenefitWallet Flex HealthEquity HSA Bank Other: \_\_\_\_\_
- 16. FSA purchased: Yes No (If yes, select vendor) Vendor: BenefitWallet Flex HealthEquity HSA Bank Other:
- 17. Massachusetts Health Care Reform Act: Notwithstanding anything to the contrary in this BPA, with respect to the Employer's employees who live in Massachusetts (if any) the Employer represents that it offers the health insurance benefits provided for herein to all full-time employees, and the Employer will not make a smaller premium contribution percentage to a full-time employee living in Massachusetts than to any other full-time employee living in Massachusetts who receives an equal or greater total hourly or annual salary. For purposes of this representation, a "full-time employee" is defined by Massachusetts law, generally an employee who is scheduled or expected to work at least the equivalent of an average of thirty-five (35) hours per week.

Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The undersigned representative is authorized and responsible for purchasing insurance on behalf of the Employer, has provided the information requested in this BPA and, on behalf of the Employer, offers to purchase the benefit program as outlined in the proposal document submitted to the Employer by the Sales Representative. It is understood and agreed that the actual terms and conditions are those contained in the Policy. It is further understood and agreed that the terms of the BPA may be subject to change. The final terms may be specified in a benefit program and premium notification letter or the applicable rate summary(ies) for the plan number(s) selected which may be attached hereto and made a part of the BPA. Payment of the first (1<sup>st</sup>) premium due under the Policy constitutes acceptance of such terms.

This BPA is subject to acceptance by BCBSIL as to coverage it underwrites. We certify that all the information and all attestations provided to BCBSIL is correct and complete. Upon acceptance of this BPA, BCBSIL shall issue a Policy to the Employer and this BPA and the benefit program and premium notification letter or the applicable rate summary (ies) for the plan number(s) selected shall be incorporated and made a part of the Policy. Upon acceptance of this BPA by BCBSIL and issuance of the Policy, the Employer shall be referred to as the Policyholder. In the event of any conflict between the proposal document and the Policy, the provisions of the Policy shall prevail.

The undersigned representative acknowledges that any producer is acting on behalf of the Employer for purposes of purchasing the Employer's insurance, and that if BCBSIL accepts this BPA and issues a Policy to the Employer, BCBSIL may pay the Employer's producer a commission and/or other compensation in connection with the issuance of such Policy. The undersigned representative further acknowledges that if the Employer desires additional information regarding any commissions or other compensation paid to the producer by BCBSIL in connection with the issuance of a Policy, the Employer should contact its producer.

The undersigned representative acknowledges that the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") establishes certain requirements for employee welfare benefit plans. As defined in Section 3 of ERISA, the term "employee welfare benefit plan" includes any plan, fund or program which is established or maintained by an employer or by an employee organization, or by both, to the extent that such plan, fund or program was established or is maintained for the purpose of providing for its participants or their beneficiaries, through the purchase of insurance or otherwise, medical, surgical or hospital benefits, or benefits in the event of sickness, accident or disability. The undersigned representative further acknowledges that: (i) an employee welfare benefit plan must be established and maintained through a separate plan document which may include the terms hereof or incorporate the terms hereof by reference, and that (ii) an employee welfare benefit plan document may provide for the allocation or delegation of responsibilities there under. However, notwithstanding anything contained in the employee welfare benefit plan document of the Employer, the Employer agrees that no allocation or delegation of any fiduciary or non-fiduciary responsibilities under the employee welfare benefit plan of the Employer is effective with respect to or accepted by BCBSIL except to the extent specifically provided and accepted in this BPA or the Policy or otherwise accepted in writing by BCBSIL.

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With respect to Life, Short-Term Disability, Long-Term Disability, Critical Illness, Accident and Vision coverage applied for: We agree to comply with and participate in all provisions of the Group Policy providing the coverage applied for. We understand that BCBSIL intends to rely on this information in determining whether the enrolling employees may become insured.

#### ADDITIONAL PROVISIONS:

- A. Grandfathered Health Plans: Policyholder shall provide BCBSIL with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSIL to the terms and conditions of coverage. In no event shall BCBSIL be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Group Policy, and Policyholder represents and warrants that such Form is true, complete and accurate. If Policyholder fails to timely provide BCBSIL with any requested grandfathered health plan information, BCBSIL may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.
- **B.** Retiree Only Plans and/or Excepted Benefits: If the BPA includes any retiree only plans and/or excepted benefits, then Policyholder represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSIL to the terms and conditions of coverage. In no event shall BCBSIL be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.
- C. Policyholder shall indemnify and hold harmless BCBSIL and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSIL in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Policyholder, (d) any provision of inaccurate information, (e) the SBC, and/or (f) any plan's design (including but not limited to any directions, actions and interpretations of the Policyholder). Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Notwithstanding anything in the Policy or Renewal(s) to the contrary, BCBSIL reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Policyholder's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

**Renewals Only:** If this BPA is blank, it is intentional, and this BPA is an addendum to the existing BPA. In such case, all terms of the existing BPA as amended from time to time shall remain in force and effect. However, beginning with the Policyholder's first (1<sup>st</sup>) renewal date on or after September 23, 2010, the provisions of paragraphs A-C (above) shall be part of (and be in addition to) the terms of the existing BPA as amended from time to time.

Any reference in this BPA to eligible dependents may include Domestic Partners or Civil Union partners but will include dependent covered children under the Limiting Age of twenty-six (26), or election made above.

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Any reference in this BPA to the Limiting Age for covered children means twenty-six (26) years, or election made above, regardless of presence or absence of a child's financial dependency, residency, student status, employment, marital status or any combination of those factors. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the certificate booklet.

Any reference in this BPA to the "Employee plus one (1) dependent" rate structure means "Employee plus one (1) spouse (includes Civil Union partner and/or, if elected, Domestic Partner) or one (1) child."

Any reference in this BPA to the "Employee plus Child(ren)" rate structure means "Employee plus one (1) or more children."

The following one (1) paragraph applies to Non-Grandfathered Groups: BCBSIL reserves the right to restrict new business enrollment in health insurance coverage to open or special enrollment periods unless the twenty-five percent (25%) minimum employer contribution is met and at least seventy percent (70%) of eligible employees (less valid waivers) have enrolled for coverage.

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Life, Disability, Accident, Critical Illness, and Vision insurance is offered by Dearborn Life Insurance Company, 701 E. 22<sup>nd</sup> St. Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. 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.

Producer Agency Re	presentative	Signature of Employer/Authorized Purchaser		
Signature of Produce	er Agency Representative	Title		
Producer Agency Na	me	Date		
Producer Address		Witness		
Producer Phone No.				
Producer Number				
Contracted Producer	Tax ID No.			
		Other Information:		
BCBSIL Sales Repre	esentative District / Cluster			
	UNDE	RWRITING AUTHORIZATION		
INTERNAL USE	Benefit program and premium notification letter included:  Yes No Date of Letter:			

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# PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"), or any successor thereof, 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 revoked either 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.

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

Group No(s).:			Ву:	
			Print Signer's Name Here	
			<b>•</b>	
			Signature and Title	
Group Name:				
Address:				
City:		State:	Zip Code:	
Dated this	day of	,		
		Month Year		

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# **BENEFIT PLAN SELECTION (BPS) - ACA SMALL GROUP**

#### Please complete & return this form in its entirety, including the required signatures

#### Section 1- Account Information:

A. Employer Name:		B. SIC Code	
C. Account #:	D. Effective Date:	E. Anniversary Date:	

• Only Individual cost shares are listed out for each plan.

- A group may select up to six health plan options.
- A group may select one dental plan or two dental plans if 10 or more are enrolled.

• For additional product detail, please utilize Summary of Benefits and Coverage (SBC) and Product Plan Grids

#### **Billing Method Selection**

Please select one of the following billing methods.

(For Existing Accounts: If no selection is made, your plans will default to their current billing method.)

□ Composite Billing

□ Age Billing

#### Section 2a- Renewing Groups Only: (\*New Business update to Section 3)

Current Plan: Please list current plan(s) below	Retaining Plan:		Replacing Plan: Please list replacement plan in space below.
1.	🗆 Yes	🗆 No	
2.	□ Yes	🗆 No	
3.	□ Yes	🗆 No	
4.	□ Yes	🗆 No	
5.	🗆 Yes	🗆 No	
5.	🗆 Yes	🗆 No	
7.	□ Yes	🗆 No	
8.	□ Yes	🗆 No	

#### Section 2b- Renewing Groups Only: (\*New Business update to Section 3)

Adding Plan (Medical and/or Dental):

Please list new plan(s)	below			
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

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#### **Section 3 - New Business**

Please select plan designs (Up to a maximum of 6 plans)

A. Blue Choice	Preferred							
2023 Plan ID		ictible Out)	Office Visit/ Specialist	Coins (In/Out)	OPX (In/Out)	ER Copay⁵¹	Urgent Care Copay	Non-Preferred Pharmacy**
					Platinu	m		
P5E2BCE	\$250	/\$500	\$30/\$60	80%/50%	\$1500/Unlimited	\$400	\$60	\$10/\$20/\$55/\$95/\$150/\$250
P5E1BCE	\$500	/\$1000	\$20/\$40	90%/60%	\$1500/Unlimited	\$400	\$75	\$10/\$20/\$70/\$120/\$150/\$250
	•		•		Gold			
G532BCE	\$1500	/\$3000	\$40/\$60	80%/50%	\$6250/Unlimited	\$400	\$75	\$15/\$25/\$70/\$120/\$250/\$350
G531BCE	\$2500	/\$5000	\$20/\$60	80%/50%	\$5000/Unlimited	\$400	\$75	\$10/\$20/\$55/\$95/\$150/\$250
G530BCE	\$4000	/\$8000	\$35/\$55	100%/100%	\$4000/\$8000	\$400	\$75	\$10/\$20/\$55/\$95/\$150/\$250
					Silver			
S532BCE*2	\$3600	/\$7200	\$60/\$80	60%/50%	\$9100/Unlimited	\$500	\$80	\$10/\$20/\$70/\$120/\$150/\$250
S531BCE	\$5000	/\$10000	\$45/\$65	70%/50%	\$9100/Unlimited	\$500	\$75	\$10/\$20/\$70/\$120/\$150/\$250
S535BCE	\$7900	\$15800	\$45/\$65	100%/100%	\$7900/\$15800	\$500	\$75	\$10/\$20/\$70/\$120/\$150/\$250
Blue Choice Pre	ferred HS	A Plans						
2023 Plan ID	HSA Contr.	Deduct (In/Out)	Office Vis Specialis		OPX (In/Out)	ER Copay	Urgent Care Copay	Non-Preferred Pharmacy**
					Gold			
G533BCE <sup>*3</sup>	\$50- \$350	\$3000/ \$6000	90%/90%	, 90%/ 60%	\$3600/Unlimited	DC/90%	DC/90%	80%/80%/70%/60%/60%/50%
G535BCE	\$350- \$700	\$3000/ \$6000	80%/80%	, 80%/ 50%	\$5250/Unlimited	DC/80%	DC/80%	80%/80%/70%/60%/60%/50%
					Silver			
S534BCE	\$0- \$40	\$5000/ \$10000	100%/100	% 100%/ 100%	\$5000/\$10000	DC/100%	DC/100%	100%
S5J1BCE	\$150- \$400	\$6000/ \$12000	100%/100	100%/	\$6000/\$12000	DC/100%	DC/100%	100%
				-	Bronzo	e		
B536BCE	\$0	\$6650/ \$13300	80%/80%	, 80%/ 50%	\$6900/Unlimited	\$250	DC/80%	80%/80%/70%/60%/60%/50%
B535BCE	\$0	\$6900/ \$13800	100%/100	100%/	\$6900/\$13800	\$250	DC/100%	100%

All health plans are embedded with pediatric eye exams (and select pediatric hardware) and vision discounts.

Virtual Visits are available from a participating provider for certain non-emergency services

\*\*The prescription benefits outlined above are the non-preferred copays. If a member goes to a preferred pharmacy, then a lower copay may apply.

\*1 ER copays are per-occurrence deductibles, member is responsible for the listed copay amount and the rest of the billable charge is subject to deductible and coinsurance.

\*2 \$500 copay on Imaging (CT/PET Scans, MRIs), deductible and coinsurance do not apply.

\*3 Select HDHP-HSA preventive prescription drugs will be covered with no member cost share

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2023 Plan ID	Deductible (In)	Office Visit/ Specialist	Coins (In)	OPX (In)	ER Copay <sup>*1</sup>	Urgent Care Copay	Pharmacy		
Platinum									
D P506PSN*2	\$0	\$10/\$45	100%	\$1500	\$300	\$45	\$0/\$10/\$50/\$100/\$150/\$250		
□ P5J1PSN <sup>*3</sup>	\$0	\$20/\$30	100%	\$2000	\$300	\$30	\$0/\$10/\$50/\$100/\$150/\$250		
P5E1PSN <sup>*4</sup>	\$1000	\$25/\$50	80%	\$3000	\$400	\$50	\$0/\$10/\$50/\$100/\$150/\$250		
				Gold					
G5J2PSN <sup>*5</sup>	\$0	\$50/\$70	100%	\$5000	\$500	\$70	\$10/\$20/\$50/\$100/\$250/\$350		
G532PSN <sup>*4</sup>	\$2750	\$55/\$75	70%	\$9100	\$1000	\$75	\$10/\$20/\$50/\$100/\$250/\$350		
				Silver					
□ S531PSN <sup>*6</sup>	\$3250	\$40/\$60	70%	\$9100	\$1000	\$60	\$10/\$20/\$50/\$100/\$250/\$350		
S530PSN*7	\$7000	\$55/\$75	70%	\$9100	\$700	\$75	\$0/\$10/\$50/\$100/\$150/\$250		

All health plans are embedded with pediatric eye exams (and select pediatric hardware) and vision discounts.

\*1 - ER copays are per-occurrence deductibles, member is responsible for the listed copay amount and the rest of the billable charge is subject to deductible and coinsurance.

\*2 - \$250 copay and no deductible/coinsurance on Imaging (CT/PET Scans, MRIs). \$45 copay and no deductible/coinsurance on capitated services: Rehabilitative Speech Occupational/Physical Therapy, Laboratory services, X-rays and Diagnostic Imaging, Outpatient Surgery.

\*3 - \$250 copay and no deductible/coinsurance on Imaging (CT/PET Scans, MRIs). \$60 copay and no deductible/coinsurance on capitated services: Rehabilitative Speech Occupational/Physical Therapy, Laboratory services, X-rays and Diagnostic Imaging, Outpatient Surgery.

\*4 - No deductible/coinsurance on capitated services: Imaging, Rehabilitative Speech/Occupational/Physical Therapy, Laboratory services, X-rays and Diagnostic Imaging, **Outpatient Surgery.** 

\*5 - \$400 copay and no deductible/coinsurance on Imaging (CT/PET Scans, MRIs). \$100 copay and no deductible/coinsurance on capitated services: Rehabilitative Speech Occupational/Physical Therapy, Laboratory services, X-rays and Diagnostic Imaging, Outpatient Surgery.

\*6 - \$750 copay on Imaging (CT/PET/MRI) \$250 copay on other capitated services: Rehabilitative Speech/Occupational/Physical Therapy, Laboratory services, X-rays and Diagnostic Imaging, Outpatient surgery.

\*7 - \$400 copay on Imaging (CT/PET Scans, MRIs), deductible and coinsurance do not apply. \$70 copay and no deductible/coinsurance on capitated services:

Rehabilitative Speech/Occupational/Physical Therapy, Laboratory services, X-rays and Diagnostic Imaging, Outpatient Surgery

2023 Plan ID	Deductible (BCO/ PPO/ OON	PCP Copay (BCO/ PPO)	SPC Copay (BCO/ PPO)	Coins (BCO /PPO/ OON)	OPX (BCO/ PPO/ OON)	ER Copay⁺¹	Urgent Care Copay	Non	-Preferred Pharmacy**
	OON		110)		Gold				
G506OPT	\$750/ \$2000/ \$4000	\$40/\$60	\$60/\$100	80%/ 60%/ 50%	\$6750/ \$8500/ Unlimited	\$600	\$75	\$20/\$	30/\$70/\$120/\$250/\$350
G508OPT	\$1500/ \$3750/ \$7500	\$35/\$60	\$50/\$100	90%/ 70%/ 50%	\$5850/ \$7850/ Unlimited	\$600	\$75	\$20/\$30/\$70/\$120/\$250/\$350	
G507OPT	\$2000/ \$3500/ \$7000	\$35/\$60	\$50/\$100	90%/ 70% 50%	\$4350/ \$7350/ Unlimited	\$400	\$75	\$20/\$30/\$70/\$120/\$250/\$350	
					Silver				
S506OPT	\$5250/ \$6250/ \$12500	\$50/70	\$70/\$110	80%/ 60%/ 50%	\$8150/ \$9100/ Unlimited	\$600	\$75	\$20/	\$30/\$70/\$120/\$250/350
Blue Options HS	A Plans	•							
2023 Plan ID	HSA Cont.	Deductible (BCO/ PPO/ OON	PCP Copay (BCO/ PPO)	SPC Copay (BCO/ PPO	Coins (BCO /PPO/ OON)	OPX (BCO/ PPO/ OON)	ER Copay	Urgent Care Copay	Non-Preferred Pharmacy
	1				Gold	1	T T		
G5K1OPT	\$50-\$325	\$3000/ \$4700/ \$9400	100%/80%	100%/80%	100%/ 80%/ 60%	\$3000/ \$6650/ Unlimited	DC/100%	DC/100%	100%
					Silver				
S507OPT	\$0	\$4600/ \$5300/ \$10600	100%/70%	100%/70%	100%/ 70%/ 50%	\$4600/ \$7050/ Unlimited	DC/100%	DC/100%	100%

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\*\*The prescription benefits outlined above are the non-preferred copays. If a member goes to a preferred pharmacy, then a lower copay may apply

\*1 ER copays are per-occurrence deductibles, member is responsible for the listed copay amount and the rest of the billable charge is subject to deductible and coinsurance.

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(1) A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association GA-RSG 2021-BPS HCSC Rev. 12/06/2022

2023 Plan ID	Deductib (In/Out)		Office Speci			oins Out)		OPX (In/Out)		ER pay <sup>∗1</sup>		nt Care opay		Non-Preferred Pharmacy**
							Pla	atinum						
D P503PPO	\$250/\$50	00	\$30/	60	80%	/50%	\$150	00/Unlimited	\$	400	Ś	60		\$10/\$20/\$55/\$95/\$150/\$250
D5E1PPO	\$500/\$10	00	\$20/	\$40	90%	/60%	\$150	00/Unlimited	\$	400	9	\$75		\$10/\$20/\$70/\$120/\$150/\$250
							(	Gold						
G534PPO	\$1000/\$20	000	\$50/	\$70	80%	/50%	\$775	50/Unlimited	\$	500	Ś	\$75		\$10/\$20/\$70/\$120/\$150/\$250
G532PPO	\$1500/\$30	000	\$40/\$	60	80%	/50%	\$625	50/Unlimited	\$-	400	9	\$75		\$15/\$25/\$70/\$120/\$250/\$350
G536PPO	\$2000/\$40	000	\$45/	65	90%	/60%	\$575	50/Unlimited	\$	500	ç	\$75		\$15/\$25/\$70/\$120/\$250/\$350
G531PPO	\$2500/\$50	000	\$20/	60	80%	/50%	\$500	00/Unlimited	\$	400 \$75		\$75		\$10/\$20/\$55/\$95/\$150/\$250
G537PPO	\$2700/\$54	00	100%/	100%	100%	/100%	\$2	700/\$5400	1	٨A		NA		100%
G530PPO	\$4000/\$80	000	\$35/	\$55	100%	/100%	\$40	000/\$8000	\$	400	9	\$75		\$10/\$20/\$55/\$95/\$150/\$250
							5	Silver						
S532PPO*2	\$3600/\$72	200	\$60/	680	60%/50%		\$9100/Unlimited		\$	\$500 \$80		\$80		\$10/\$20/\$70/\$120/\$150/\$250
S531PPO	\$5000/\$10	000	\$45/\$	65	70%	/50%	\$9100/Unlimited		\$	\$500 \$75		\$75		\$10/\$20/\$70/\$120/\$150/\$250
S535PPO	\$7900/\$15	800	\$45/	65	100%	/100%	\$7900/\$15800		\$	500 \$75			\$10/\$20/\$70/\$120/\$150/\$250	
PPO HSA Plans														
2023 Plan ID	HSA Contr.		ctible Out)		e Visit/ cialist	Coir (In/O		OPX (In/Out)		EF Copa		Urgent Copa		Non-Preferred Pharmacy**
			-				,	Gold						
G533PPO <sup>*3</sup>	\$50-\$350		)00/ )00	90%	/90%	90% 60%		\$3600/Unlin	nited	DC/9	0%	DC/9	0%	80%/80%/70%/60%/60%/50%
G535PPO	\$350-\$700		000/	80%	/80%	80% 50%		\$5250/Unlimited		DC/80% E		DC/8	0%	80%/80%/70%/60%/60%/50%
	•						5	Sliver						
S534PPO	\$0-\$40		)00/  000	100%	/100%	100%/ 100%		\$5000/\$10	000	DC/10	00%	DC/10	0%	100%
S5J1PPO	\$150-\$400	\$60	000/	100%	/100%	100 <sup>4</sup> 100	%/	\$6000/\$12	000	DC/10	00%	DC/10	0%	100%
								ronze						
B536PPO	\$0		350/ 300	80%	/80%	80% 50%		\$6900/Unlin	nited	\$25	50	DC/8	0%	80%/80%/70%/60%/60%/50%
B535PPO	\$0	\$69	900/ 800	100%	/100%	100 <sup>0</sup> 100		\$6900/\$13	800	\$25	50	DC/10	0%	100%

Virtual Visits are available from a participating provider for certain non-emergency services.

\*The prescription benefits outlined above are the non-preferred copays. If a member goes to a preferred pharmacy, then a lower copay may apply

\*1 ER copays are per-occurrence deductibles, member is responsible for the listed copay amount and the rest of the billable charge is subject to deductible and coinsurance.

\*2 \$500 copay on Imaging (CT/PET Scans, MRIs), deductible and coinsurance do not apply.

\*3 Select HDHP-HSA preventive prescription drugs will be covered with no member cost share

#### Section 4 – Consumer Directed Health Accounts

HSA Vendor: * If HSA is selected, you have the option of selecting an HSA vendor with integration. (If no selection is made, HSA Vendor will default to Other / None.)	FSA Vendor: * Optional <u>FSA vendor integration is available.</u> (If no selection is made, FSA Vendor will default to Other / None.)
□BenefitWallet <sup>®</sup>	$\Box$ BenefitWallet <sup>®</sup>
Account Maintenance Fee: 🛛 Employer Paid 🗌 Employee Paid	
Flex <sup>®</sup>	□Flex®
Account Maintenance Fee: 🗌 Employer Paid 🗌 Employee Paid	
□ HealthEquity <sup>®</sup>	□ HealthEquity <sup>®</sup>
Account Maintenance Fee: 🛛 Employer Paid 🗌 Employee Paid	
□HSA Bank <sup>®</sup>	□ HSA Bank <sup>®</sup>
Account Maintenance Fee: 🛛 Employer Paid 🗌 Employee Paid	
Other HSA Vendor / None (Select this option if using an HSA vendor other than above or are not offering an employer sponsored HSA vendor.)	□ Other FSA Vendor / None (Select this option if using an FSA vendor other than above or are not offering an employer sponsored FSA.)

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#### **Section 5- Ancillary Product**

Α. **Dental Products** 

Blue Care Dental									
	Plar	n Pairings (Gr	oups 10+ enrolled)		Participation Requirements				
Contr Any one contribu paired with any c option. Exception DILHM57 can be DILHM42 can be contributory plar	one contribut ns: paired with I paired with a	tion can be ory low DILHR33.	Voluntary Any one voluntary high optic with any voluntary low optic plans and contributory plans offered together. DILHM59 can be paired with DILHM46 can be paired with voluntary plan.	may not be DILHR43.			Voluntary >25% Participation Employers are not require contribute to Voluntary Do plans		
		Deductible		Out-of-	Coins	urance	Ortho Life		
IL Plan ID	Plan Type	(In/Out) (3x Family Limit)	Annual Benefit Max	Network Reimb.	In-Network (Class I/ II/ III/ IV)			Allocation	
Contributory G	iroup*2								
DILHR30	Passive	\$25/\$25	\$5000	90th R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$2000	High	
DILHR31	Passive	\$25/\$25	\$3000	90th R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$2000	High	
DILHR32	Passive	\$50/\$50	\$2000	90th R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$2000	High	
DILHR33	Passive	\$50/\$50	\$1500	90th R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$1500	High	
DILHR34	Active	\$50/\$75	\$1500/\$1000	90th R&C	100%/80%/50%/50%	80%/60%/50%/50%	\$1000	High	
DILHR35	Active	\$0/\$0	\$2000	90th R&C	100%/90%/60%/50%	100%/80%/50%/50%	\$2000	High	
DILLR36	Passive	\$50/\$50	\$1000	90th R&C	100%/80%/50%/NA	100%/80%/50%/NA	NA	Low	
DILLR37	Passive	\$75/\$75	\$1000	90th R&C	90%/70%/50%/NA	90%/70%/50%/NA	NA	Low	
DILHM38	Passive	\$50/\$50	\$1000	MAC	100%/80%/50%/50%	100%/80%/50%/50%	\$1000	High	
DILHM40	Active	\$50/\$50	\$1500/\$1000	MAC	100%/80%/50%/NA	80%/60%/40%/NA	NA	High	
DILLM41	Active	\$75/\$75	\$1000	MAC	90%/70%/50%/NA	70%/50%/30%/NA	NA	Low	
DILHM42	Passive	\$25/\$75	\$750	MAC	100%/80% <sup>*3</sup> /NA/NA	100%/80% <sup>*3</sup> /NA/NA	NA	High	
DILHR50	Passive	\$50/\$50	\$1500	90th R&C	100%/80%/50%/NA	100%/80%/50%/NA	NA	High	
DILLM51	Passive	\$50/\$50	\$1000	MAC	100%/80%/50%/50%	100%/80%/50%/50%	\$1000	Low	
DILHM57	Passive	\$50/\$50	\$1500	MAC	100%/100%/60%/50%	100%/100%/60%/50%	\$1500	High	
DILLR58 <sup>*4</sup>	Passive	\$50/\$50	\$1000	90 <sup>th</sup> R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$1000	Low	
Voluntary*2	T			1 1			1	1	
DILHR43*1	Passive	\$50/\$50	\$1500	90th R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$1500	High	
DILHM44*1	Active	\$50/\$50	\$1500/\$1000	MAC	100%/80%/50%/NA	80%/60%/40%/NA	NA	High	
DILHR45 <sup>*1</sup>	Active	\$25/\$75	\$2000	90th R&C	100%/90%/60%/50%	100%/80%/50%/50%	\$2000	High	
DILHM46	Passive	\$25/\$75	\$750	MAC	100%/80% <sup>*3</sup> /NA/NA	100%/80% <sup>*3</sup> /NA/NA	NA	High	
DILLM49 <sup>*1</sup>	Passive	\$50/\$50	\$1000	MAC	100%/80%/50%/NA	100%/80%/50%/NA	NA	Low	
DILHR52*1	Passive	\$50/\$50	\$1000	90th R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$1000	High	
DILHR53 <sup>*1</sup>	Passive	\$50/\$50	\$1500	90th R&C	100%/80%/50%/NA	100%/80%/50%/NA	NA	High	
DILLR54 <sup>*1</sup>	Passive	\$50/\$50	\$1000	90 <sup>th</sup> R&C	100%/80%/50%/NA	100%/80%/50%/NA	NA	Low	
DILLM55*1	Passive	\$50/\$50	\$1000	MAC	100%/80%/50%/50%	100%/80%/50%/50%	\$1000	Low	
DILLM56*1	Active	\$50/\$100	\$750	MAC	100%/80%/50%/NA	100%/50%/50%/NA	NA	Low	
DILHM59*1	Passive	\$50/\$50	\$1500	MAC	100%/100%/60%/50%	100%/100%/60%/50%	\$1500	High	
DILLR60 <sup>*1*4</sup>	Passive	\$50/\$50	\$1000	90th R&C	100%/80%/50%/50%	100%/80%/50%/50%	\$1000	Low	

Coinsurance Type - I: Exams/Cleanings/X-Rays (both High & Low Coverage).

Coinsurance Type - II: Fillings/Non-Surgical Perio/Non-Surgical Extractions (both High & Low), Endo/Perio/Oral Surgery (High).

Coinsurance Type - III: Inlays/Onlays/Crowns/Dentures (both High & Low), Endo/Perio/Oral Surgery (Low).

Coinsurance Type - IV: Ortho (both High & Low Coverage). R&C: Reasonable & Customary - Out-of-pocket cost may be greater because Non-Contracting Dentists have not entered into a contract with BCBSIL to accept any Allowable Amount determination as payment in full for Eligible Dental Expenses

MAC: Out-of-pocket cost may be greater because Non-Contracting Dentists have not entered into a contract with BCBSIL to accept he maximum Allowable amount paid to Contracting Dentist as payment in full for Eligible Dental Expenses.

Passive: Plans have the same benefits In and Out of Network Active: Plans have a richer In Network Benefit

\*1 Waiting Period 12 month applicable for Surgical Perio/Major Restorative/Prosthodontics/Misc Rest & Prosth Services.

\*2 Waived Deductible applies to all Class I services and plans include 3x Family Deductible Limit.

\*3 Only Basic Restorative Services are covered.

\*4 Preventive/Diagnostic services do not count toward annual max.

Life and Disability insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. 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.

(1) A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association GA-RSG 2021-BPS HCSC Rev. 12/06/2022

# **B. Life Products**

If Life is a desired benefit, the Group Term Life product must be selected to also select Dependent Life and Short-Term Disability. 1. Group Term Life / Accidental Death & Dismemberment (AD&D)								
		· · · ·						
☐ Yes ☐ No		plete Item 4 below if Ter	rm Life benefits vary by clas		•			
Choos	e a Benefit:		Choose a Reduction Method:					
□ Flat Benefit of \$ per Emp	oloyee		(Only available to groups with 10 or more enrolled lives) 35% of the original amount at age 65 / 50% of the original amount at age 70					
times Basic Annual Sala of \$1,000, if not already a multiple),				□ 50% of the original amount at age 70				
per Employee			(Only emplicable to enoug					
			(Only applicable to group $\Box$ 25% of the original of					
				mount at age $65, 50\%$ of	f the original amount at age 70,			
			75% of the original amou	unt at age 75, 85% of the	e original amount at age 80.			
Excess Amounts of Life Insurance: Evidence of Insurability will be required for individual life insurance amounts in excess of \$ Such excess insurance amounts shall become effective on the date Evidence of Insurability is approved. Waiver of Premium, in the event of total disability, will terminate at age 65 or when no longer disabled, whichever is earlier. Being Actively at Work is a requirement for coverage. If an employee is not Actively at Work on the day coverage would otherwise be effective, the effective date of coverage will be the date of return to Active Work. If an employee does not return to Active Work, he/she will not be covered								
2. Dependent Life								
🗆 Yes 🛛 No		Spouse	<b>Children</b> – age birth to 14 days	<b>Children</b> – age 14 days to 6 months	Children – age 6 months to 26 years / students 26			
	Option1	\$10,000	\$100	\$100	\$5,000			
Choose a Plan:	Option 2	\$5,000	\$100	\$100	\$5,000			
	Option 3	\$5,000	\$100	\$100	\$2,000			
3. Short Term Disability (STD)								
🗆 Yes 🛛 No			erm Disability benefits vary Basic Weekly Salary and i					
		Choos	se a Benefit:					
□ Flat \$ weekly (not to exce	ed \$250)							
Salary Based (select one) -	50	% 🛛 60% 🗌	66 2/3% of Basic Weekly	Salary up to a maximum	of \$			
		Choose a Plan: Ac	cident/Sickness/Duration					
1 / 8 / 13 weeks 8 / 8	3 / 13 weeks	] 15 / 15 / 13 weeks	*  31 / 31 / 13 weeks *Only available to groups with 10 or more lives enrolled					
□ 1 / 8 / 26 weeks □ 8 / 8	3 / 26 weeks	] 15 / 15 / 26 weeks	* 🗌 31 / 31 / 26 weeks					
4. Classes								
Please complete this chart if Term L	ife or Short Term	n Disability benefits vary	by class					
Class Descriptio	n	Ter	m Life / AD&D	Sho	ort Term Disability			

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### **Section 6 - Additional Provisions:**

Use this section to indicate any other instruction or important information.

# Section 7 - Signature

Signatures	
Employer / Authorized Purchaser: Title:	Date
Underwriter: Title:	Date

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# Employer Group Information (EGI)

Indicate N/A in any sections that do not apply to your group.

Revised – August, 2023

SECTION A: GROUP INFORMATION				
Employer Name – Legal Name of Company:				
Employer Identification Number (EIN):				
Physical Address (number & street), City, State, ZIP:				
Account Number(s):	Group Number(s):			

# MEDICARE SECONDARY PAYER (MSP) EMPLOYER ACKNOWLEDGEMENT FORM (EAF)

Under federal law, it is the employer's responsibility to inform its insurer or third-party administrator of proper employee counts for the purpose of determining payment priority between Medicare and another insurer. Employer size, not group health plan size, is used in determining whether the group health plan or Medicare is the primary payer. Please refer to the instructions and more frequently asked questions that follow this form for more details on how to complete this Medicare Secondary Payer section.

Employers should provide this information ANNUALLY during the data collection period and submit their information through Blue Access for Employers<sup>™</sup> (BAE<sup>™</sup>) or submit a completed stand-alone MSP form to data\_collection@bcbsil.com.

Understand that you are obligated to notify Blue Cross and Blue Shield of Illinois (BCBSIL) if and when your status changes, by completing a stand-alone MSP EAF as a CHANGE or ERROR CORRECTION. Email to data\_collection@bcbsil.com.

IMPORTANT: In the absence of employer-provided employee counts, CMS requires that the employer's group health plan coverage be considered primary to Medicare. Therefore, the failure to timely provide this information and to submit annual employee count reports could impact the coverage and benefits your Medicare-enrolled plan enrollees experience.

Please indicate the effective year for which the form is being completed. Effective Year:						
My company is a NEW client of BCBSIL (check one):						
☐ My company was NOT in business in the last calendar year	☐ My company WAS in business in the last calendar year					
Do you have any affiliates or subsidiaries?  Yes No If "y	es", list name of each:					



# Definitions to know for the further completion of this form:

**Multi-employer group health plan:** Any trust, plan, association or any other arrangement made by two or more employers or by employers and unions to offer, contribute to, sponsor, or directly provide health benefits.

Total Employees: Full-time, part-time, seasonal, or partners.

Some of the following responses are based on the current calendar year, while others are based on the prior year. Unless making an update or error correction, please use the CURRENT CALENDAR YEAR of your ANNUAL renewal as 'current year' when answering the following questions. Changes for the current calendar year cannot be made until the beginning of the annual data collection period. Reporting can be done in Blue Access for Employers (BAE) or with this form. If your company is a new client to BCBSIL **AND** there have not yet been 20 weeks in the current calendar year, base your answer on current employee count.

<ol> <li>In the year immediately prior to the current calendar year, did you file a separate federal tax return, that is, not consolidated with another individual or entity?</li> <li>If you are <u>not</u> required to file a federal tax return, please check N/A.</li> </ol>	🗌 Yes 🗌 No 🗌 N/A
2. How many employees did all the entities on the prior calendar year's tax return have on the payroll during the prior calendar year?	Enter number of employees.
3. Are you part of a multi-employer group health plan?	🗌 Yes 🗌 No
<ul> <li>4. Did you have 20 or more total employees for each working day in each of 20 or more calendar weeks:</li> <li>In the CURRENT calendar year?</li> <li>If you checked "Yes" for the current calendar year, and the threshold was met during the current year, please enter the date the threshold was met here (using the mm/dd/yyyy format):</li> <li>If you checked "No" for the current year and your answer changes to "Yes" at any time, you must promptly notify BCBSIL by completing a stand-alone EAF as a CHANGE, and entering the date the threshold was met above.</li> </ul>	☐ Yes ☐ No
In the PRIOR calendar year?	🗌 Yes 🗌 No
5. In the CURRENT calendar year, are you part of a multi-employer group health plan, where any ONE employer has 20 or more total employees for each working day in each of 20 or more calendar weeks? In the PRIOR calendar year, were you part of a multi-employer group health plan, where any ONE employer had 20 or more total employees for each working day in each of 20 or more calendar weeks?	□ Yes □ No □ N/A
6. Did you have 100 or more total employees on 50 percent or more of your business days during the prior calendar year?	Yes No
7. If you are part of a multi-employer group health plan, did any one employer that is part of the multi-employer group health plan have 100 or more total employees on 50 percent or more of your business days during the prior calendar year?	☐ Yes ☐ No ☐ N/A



## SECTION C: COBRA AND CONTINUATION OF COVERAGE

CONTINUATION OF COVERAGE: COBRA IS FEDERALLY MANDATED AND APPLIES TO EMPLOYERS WITH 20 OR MORE FULL-TIME OR PART-TIME EMPLOYEES. IN ADDITION, ILLINOIS LAW REQUIRES GROUP PLANS, WHEN SUBJECT TO ILLINOIS INSURANCE LAW, TO OFFER CONTINUATION OF COVERAGE TO EMPLOYEES AND THEIR SPOUSES/DEPENDENTS SHOULD A SPECIFIC QUALIFYING EVENT OCCUR. WHERE APPLICABLE, THE REQUIREMENTS UNDER STATE LAW MAY OPERATE IN ADDITION TO ANY FEDERAL COBRA CONTINUATION OF COVERAGE REQUIREMENTS.

#### EMPLOYER PENALTIES FOR NONCOMPLIANCE MAY APPLY.

1. Did your company employ 20 or more full-time and/or part-time employees for at least 50% of the workdays of the preceding calendar year?	🗌 Yes 🗌 No
2. Are you subject to the Consolidated Omnibus Reconciliation Act (COBRA)?	Yes No
3. Are any employees/former employees or their spouses/dependents currently receiving Continuation of Coverage benefits?	🗌 Yes 🗌 No

If "yes", list names and number of individuals (qualified beneficiaries) currently on continuation of coverage (i.e., COBRA):

Name of COBRA/ Continuation of Coverage Individual	COBRA/State Continuation	<b>Coverage Type</b> (Individual or Family)	Projected COBRA/ Continuation Qualifying Event Date (MM/DD/YYYY)	Type of Coverage Extended
	COBRA	☐ Individual ☐ Family		<ul><li>☐ Health</li><li>☐ Dental</li></ul>
	COBRA	☐ Individual ☐ Family		☐ Health ☐ Dental
	COBRA	☐ Individual ☐ Family		☐ Health ☐ Dental

It is your responsibility to annually inform BCBSIL of whether COBRA is applicable to you based upon your full and part-time employee count in the prior calendar year. Failure to advise BCBSIL of a change of status could subject you to governmental sanctions.

\*All as defined by ERISA and/or other applicable law/regulations.

# Workers' Compensation

Are any employees currently receiving Workers' Compensation benefits?

If "yes", list names and date last worked:

Employee Name	Date Last Worked (MM/DD/YYYY)



# SECTION D: MLR AVERAGE EMPLOYEE COUNT / WRITTEN ASSURANCE

#### FOR MLR AND MARKET SEGMENT PURPOSES ONLY

The Affordable Care Act (ACA) established Medical Loss Ratio (MLR) standards for health insurers. Generally, the MLR is the percentage of earned premiums that the insurer spends on health care services and quality improvement activities. If the insurer's MLR is less than the ACA's MLR standards for a group market in the state, the insurer may be required to provide premium rebates in that market. The ACA requires that BCBSIL report annually whether coverage it issues in the individual, small group or large group markets in Illinois meet MLR standards. Your assistance is needed to classify your coverage for each MLR reporting year.

This section and the information you provide will assist us in completing our ACA-MLR report and distributing any ACA-MLR rebates that may be provided for an ACA-MLR reporting year. Please complete the information requested below. This section and the information you provide will also assist us in determining your market segment, products and rates.

#### 1. Average Employee Count – Employer Size

For the purpose of determining employer size:

- An "employee" is defined as any individual employed by an employer. An employee includes full-time, part-time and seasonal employees.
- Employers treated as a single employer under Internal Revenue Code Section 414(b), (c), (m) or (o) should be treated as a single employer.
- If your company is wholly owned by an individual (or an individual and his/her spouse), do not include the individual and his/her spouse in your response below.
- Partners in a partnership should not be counted as employees.

Check the box that applies to your company (employer):

My company (employer) **existed** during the preceding calendar year.

What is the average number of employees that your company (employer) employed on business days during the calendar year (January 1–December 31) preceding the effective date of coverage? For example, if your effective date is July 1, 2021 then you would base your answer on calendar year 2020.

☐ My company (employer) **did not exist** at any time during the preceding calendar year.

What is the average number of employees that your company (employer) is reasonably expected to employ on business days during the current calendar year?

Is your company a partnership? 🗌 Yes 🗌 No

#### 2. Church Plan Written Assurance (Substitute MLR Written Assurance Form)

To provide a rebate to a policyholder that sponsors a church plan, the MLR regulations require that an insurer obtain a written assurance from the policyholder that any rebate will be used for the benefit of subscribers as described in the MLR regulations (45 C.F.R. 158.242(b)(3)). If the written assurance is not provided, the MLR regulations require that an insurer distribute any rebate directly to certain subscribers of the plan (rather than to the policyholder).

Does the policyholder listed below sponsor a church plan in connection with the policyholder's Blue Cross and Blue Shield of Illinois (BCBSIL) coverage? Church plan has the meaning given the term in Internal Revenue Code Section 414(e).

# No, the group health plan is NOT a church plan. (If "no", proceed to Section E: Signature / Attestation.)

OR

#### Yes, the group health plan is a church plan. If "yes" (check one of the following):

- The policyholder WILL use any MLR rebate for the benefit of subscribers as described in the MLR regulations (45 C.F.R. 158.242(b)(3)).
- The policyholder WILL NOT use any MLR rebate for the benefit of subscribers as described above. I understand that, if this option is selected, BCBSIL will distribute any MLR rebate directly to certain subscribers of the plan.

If this Written Assurance Form is not completed, signed and received from a church account, BCBSIL will provide any MLR rebate directly to certain subscribers of the plan.



# **SECTION E: SIGNATURE / ATTESTATION**

By signing below, I:

- (1) Represent that I am a duly authorized representative of the employer and that the information contained in this form is true, accurate and complete;
- (2) Certify that should any of the answers or information I provided above change in any way, I will inform BCBSIL of such change as soon as I am able. I understand that failure to timely notify BCBSIL of such changes may impact the coverage/eligibility of the group, its members, or any other persons who now or who may then be eligible for coverage under such plan and/or may impact the compliance of the group with respect to specific state or federal requirements;
- (3) Understand and agree that the information contained in this form prospectively supersedes any prior information provided to BCBSIL (including for the purposes of 45 C.F.R. 158.242(b)(3)); and
- (4) Agree that the answers or information I provided above should be considered accurate and complete unless or until a subsequent stand-alone version of the corrected Average Employee Count, Church Plan Written Assurance, or Medicare Secondary Payer form is submitted either in a subsequent calendar year or in the event of a change in such information.

Date (MM/DD/YYYY) \_\_\_\_\_\_ Name: (Please Print) \_\_\_\_\_

Signature: \_\_\_\_\_ Position/Title: \_\_\_\_\_



# Instructions completing the annual MSP employer acknowledgement form

# Important Note

Under federal law, it is the employer's responsibility to inform its insurer or third-party administrator of proper employee counts for the purpose of determining payment priority between Medicare and another insurer. Employer size, not group health plan size, is used in determining whether the group health plan or Medicare is the primary payer. Please refer to the attached instructions for more details. In the absence of employer-provided employee counts, CMS requires that the employer's group health plan coverage be considered primary to Medicare.

Employers should provide this information ANNUALLY during the data collection period and submit their information through Blue Access for Employers<sup>™</sup> (BAE<sup>™</sup>) or submit a completed stand-alone MSP form to data\_collection@bcbsil.com.

Understand that you are obligated to notify BCBSIL if and when your status changes, by completing a stand-alone MSP EAF as a CHANGE or ERROR CORRECTION. Email to data\_collection@bcbsil.com.

# Background

When an individual is covered by both Medicare and an employer's group health plan (GHP), Medicare secondary payer (MSP) rules specify that the employer's total size, not group health plan enrollment size, is a factor in determining whether Medicare benefits are primary or secondary. Employer size is a factor in MSP order of payment determinations when the covered individual is Medicare-entitled due to either age ("working aged") or disability.

# Employer Information — Who is the Employer?

For MSP purposes, the employer is the legal entity that employs the employees. For example, the employer may be an individual, a partnership, or a corporation. In some situations, it may not be clear which corporation or individual is the employer for MSP purposes. In these cases, employers must use Internal Revenue Service aggregation rules provided in the Internal Revenue Code [IRC 26 U.S.C. Sections 52(a), 52(b), 414(n) (2)]. In general, these rules specify that single employers include:

- all employees of all corporations that are members of the same controlled group of corporations, and
- all employees of trades or business (whether incorporated or not), e.g., employees of partnerships, LLCs, proprietorships that are under common control.

The Centers for Medicare & Medicaid Service's (CMS) MSP Manual provides additional guidance about aggregation for affiliated service groups and religious orders, as well as authoritative information about employer size and other MSP topics. The MSP Manual is available online at https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/ CMS019017

For purposes of this MSP EAF, please understand that you are obligated to notify BCBSIL if and when your status changes, by completing a stand-alone MSP EAF as a **CHANGE** or **ERROR CORRECTION** and email to data\_collection@bcbsil.com.

An **Error Correction** is necessary when a previous MSP EAF was submitted TIMELY during the data collection time frame and a correction is needed.

# Question 1 — Did you file a separate Federal Tax Return?

If you filed a federal tax return that did not include information about any other individual or entity, check "Yes." If you filed a federal tax return consolidated with another individual or entity, check "No." If you are not required to file a federal tax return, check "N/A."

# Question 2 — Employer Size from Your Federal Tax Return Information

How many employees did all the entities listed on the tax return have on the payroll (whether full-time, part-time, seasonal or partners) during the prior calendar year? It is important that you enter the total number of employees for all entities (including parent,



subsidiaries and affiliated entities) listed on the tax return, since this may determine whether or not Medicare will be the primary payer of claims. Subsidiaries of foreign companies must count the number of employees of the organization worldwide.

# Question 3 — Are you part of a multi-employer group health plan?

Authoritative guidance for determining multiple employer group health plan participation can be found in the Code of Federal Regulations at 29 CFR § 2510.3-37.

# Questions 4 and 5 — Working Aged Rule & Employer Size

Under the MSP "working aged" rule, Medicare is secondary to the employer's GHP coverage if the employer's size equals 20 or more employees for each working day in each of 20 or more calendar weeks in the current or prior calendar year. (Question 4 refers to this standard as "the threshold.") Note: The year of your upcoming renewal is the 'current' year. If your company is a new client to BCBSIL AND if there have not yet been 20 weeks in the current calendar year, base your answer on current employee count. Understand that you are obligated to notify BCBSIL if and when your status changes, by completing a stand-alone MSP EAF as a CHANGE and submitting it to data\_collection@bcbsil.com. This also applies to multi-employer and multiple employer group health plans in which at least one employer employs 20 or more employees.

- Counting individuals for the "20-or-more" employer size
  - Employees counted in the 20-or-more employer size include the total number of nationwide full-time employees, part- time employees, seasonal employees and partners who work or who are expected to report for work on a particular day.
  - Those not counted in the 20-or-more employer size include retirees, COBRA qualified beneficiaries and individuals on other continuation options, and self-employed individuals who participate in the employer's group health plan.
- Employer size increases to 20 or more during the year

If the employer's size was below 20 during the prior year, the employer's GHP coverage becomes primary as soon as the employer has had 20 or more employees on each working day of 20 calendar weeks of the current year. The 20 calendar weeks do not have be consecutive. Then, the employer's GHP coverage is primary for the remainder of the year and during the following year.

For example, the employer's size meets the 20-or-more employee threshold as of October 1 of the current calendar year. The employer's GHP coverage becomes primary for services provided from October 1 of the current calendar year through December 31 of the following year.

**Please note:** If you check "No" for the current year in EAF **Question 4** and your answer changes to "Yes" at any time, you must promptly notify BCBSIL by completing a stand-alone MSP form and indicating the date the change occurred in the space provided in **Question 4**.

• Employer size fails to meet the threshold of '20 or more employees during 20 or more weeks' during the year

If the employer's size met the threshold of 20 or more employees for each working day in each of 20 or more calendar weeks for the prior year, but during the current calendar year the employer size never meets that threshold, the employer's group health plan remains primary until the end of the current year.

For example, during the last calendar year the employer's size met the threshold of 20 or more employees for each working day in each of 20 or more calendar weeks. However, during the current calendar year the employer's size never meets this threshold. The employer's group health plan coverage remains primary through the current year, ending on December 31.

• Individuals affected by the working aged rule

The "working aged rule" applies to individuals who are Medicare-entitled due to age (age-65 or older) and

- Are covered under their employer's GHP and have "current employment status" and the employer meets the "20-or-more" employer size requirements (above), or
- Are covered under their spouse's (of any age) employer's GHP and the spouse has current employment status and the employer meets the "20-or-more" employer size requirements (above).



# Questions 6 and 7 — Disability Rule & Employer Size

Under the MSP "disability" rule, Medicare benefits are secondary to an employer's large group health plan (LGHP) benefits when the employer size equals 100 or more full-time and/or part-time employees on 50 percent or more of the employer's business days during the prior calendar year. The business days do not have to be consecutive.

For multi-employer plans, Medicare is the secondary payer for all individuals enrolled in the plan as long as at least one of the employers employs 100 or more employees. The 100-employee threshold is not based on the aggregate number of employees of all employers. If you are a multi-employer, please keep this in mind when completing questions 6 and 7.

- Counting individuals for the "100-or-more" employer size
  - Employees counted in the 100-or-more employer size include the total number of nationwide full-time employees, part-time employees, seasonal employees and partners who work or are expected to report for work on a particular day.
  - Those not counted in the 100-or-more employer size include retirees, COBRA qualified beneficiaries and individuals on other continuation options, and self-employed individuals who participate in the employer's group health plan.
- Employer size increases to 100 or more during the year

If the employer's size meets the 100-or-more employee threshold on 50 percent or more of the employer's business days during the current year, the employer's group health plan coverage will be primary to Medicare during the following year.

For example, an employer met the 100-or-more employee threshold on 50 percent or more of the employer's business days on October 1 of the current calendar year. The employer's GHP coverage will be primary for services provided the following year from January 1 through December 31 of the following year.

**Please note:** If you answer "No" to **Question 6**, you must promptly notify BCBSIL by completing a stand-alone MSP form as a CHANGE if your answer changes to "Yes" at the beginning of the next calendar year and sending to data\_collection@bcbsil.com.

• Employer size doesn't meet the threshold of '100 or more employees during 50 percent of business days' during the year

If the employer's size does not meet the 100-or-more employee threshold during the year, the employer's GHP coverage is secondary to Medicare during the following year.

For example, during the current calendar year the employer's size never meets the threshold of 100 or more full-time and/or parttime employees on 50 percent or more of the employer's business days. The employer's group health plan coverage will be secondary to Medicare for services provided the following year from January 1 through December 31.

• Individuals affected by the disability rule.

The "disability rule" applies to individuals who are Medicare-entitled due a Social Security Administration determination of disability and

- Are covered under their employer's GHP and have "current employment status" and the employer meets the "100-or-more" employer size requirements (above), or
- Are covered under their family member's (of any age) employer's GHP and the family member has current employment status and the employer meets the "100-or-more" employer size requirements (above).