



BlueCross BlueShield  
of Oklahoma

**CITY OF MIDWEST CITY**

**07/01/2023**

**Confirmation of renewal and benefits**

**Broker/Consultant: INSURICA, Inc.**

**Acknowledgment of renewal documents**

- Benefit Program Application (BPA)

**Renewal Rate Confirmation**

- Administration Fee: \$63.84 PEPM
- Medical Rebate: (\$2.50) PEPM
- Third-Party Stop Loss Carrier Fee: \$2.00 PEPM
- Net Admin Fee: \$63.34 PEPM

**Benefit & Coverage Changes**

- Carving out Stop Loss coverage to SunLife.

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

**Authorized Representative** Pat Byrne, Acting Mayor  
(print name)

**Signature:** Pat Byrne

**Date** 5/16/23

# Benefit Program Application ("ASO BPA")

## Applicable to Administrative Services Only (ASO) Group Accounts

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

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 621602

Group Number(s): 621602

Section Number(s): 2001-2009, 2014-2016, 2018, 2020, 2025, 2026, 2029, 2030, 2035, 2036, 2041-2043, 2047, 2048,  
2050, 2055, 2061, 2062, 2064, 2072, 2074, 3001-3004, 9901

Legal Employer Name: City of Midwest City

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

ERISA Regulated Group Health Plan\*:  Yes  No

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

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

ERISA Plan Administrator\*:

Plan Administrator's Address:

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

Select from Drop Down ; if applicable, specify other:

Is your Non-ERISA Plan Year\* a period of 12 months beginning on the Anniversary Date specified below?  Yes

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

**For more information regarding ERISA, contact your Legal Advisor.**

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

Effective Date of Coverage: (Month/day/Year)

07 / 01 / 2023

Anniversary Date: (Month/Day/Year)

07 / 01 / 2024

**Retiree-Only Plan(s) Identification:**

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

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

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

### Account Information

NO CHANGES  SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 73-6027530

Address: 100 N. Midwest Blvd.

City: Midwest City

State: OK

ZIP: 73110-4319

Administrative Contact: Troy Bradley

Title: Human Resources Director

Email Address: tbradley@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-1359

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

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

#### Proprietary and Confidential Information of Claim Administrator

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Blue Access for Employers<sup>SM</sup> ("BAE<sup>SM</sup>") Contact: Troy Bradley

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

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

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

**Producer of Record Information**  NO CHANGES  SEE ADDITIONAL PROVISION

Effective: 05/01/2020

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

Are commissions to be paid?  Yes  No

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

Oklahoma Producer#: 013155000

NPN:

Address: 5100 Classen Blvd., Suite 300

City: Oklahoma City

State: OK

ZIP: 73118

Phone: 405-556-2225

Fax: 405-556-2394

Email: Dustin.Brand@INSURICA.com

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

Commissions:

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

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

Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

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

**Schedule of Eligibility**  NO CHANGES  SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. **Eligible Person means:**

- A full-time employee of the Employer.
- A full-time employee of the Employer who is a member of: (name of union)
- A part-time employee of the Employer.
- A retiree of the Employer. Define criteria:

Other: A Full-Time employee, a Retiree and an Elected Official

Notwithstanding any other state or federal law, an eligible Retiree may continue, at their own expense, coverage under this plan following termination of their active status

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

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

2. **Employee definition:**

**Full-Time Employee means:**

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

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- Other: 1. A regular, full-time employee of the employer who regularly works at least 30 hours per week.
- 2. A regular, part-time employee of the employer who regularly works less than 30 hours per week and who has been covered by this plan as a full-time employee of the employer at least 10 years.
- 3. An elected official of the employer.

Group's retiree provisions should be as follows:

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

**Part-Time Employee means:**

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

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

- The date such person ceases to meet the definition of Eligible Person.
- The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- Other: RETIREE ENROLLMENT PROVISIONS

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.

Retiree enrollment is classified in the following manner:

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

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

Subsequent changes in status - application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance

only during an open enrollment period. Enrollment occurs only once each year during the month of May.

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

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

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

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

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- The date of employment.
- The \_\_\_\_\_ day of employment.
- The \_\_\_\_\_ day of the month following \_\_\_\_\_ month(s) of employment.
- The \_\_\_\_\_ day of the month following \_\_\_\_\_ days of employment.
- The 1st day of the month following the date of employment.
- Other: **RETIREE ENROLLMENT PROVISIONS**

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

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

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

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

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

Are there multiple new hire waiting periods?  Yes  No

*If yes, please attach eligibility and contribution details for each section.*

**5. Domestic partners covered:**  Yes  No

*If yes, a domestic partner is eligible to enroll for coverage.*

*If yes, are domestic partners eligible for continuation of coverage?*  Yes  No

*If yes, are dependents of domestic partners eligible to enroll for coverage?*  Yes  No

*If yes, are dependents of domestic partners eligible for continuation of coverage?*  Yes  No

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

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

**7. Termination of coverage upon reaching the Limiting Age:**

- The last day of coverage is the day prior to the birthday.
- The last day of coverage is the last day of the month in which the limiting age is reached.
- The last day of coverage is the last day of the billing month.
- The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
- The last day of coverage is the day prior to the Employer's Anniversary Date.

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

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?

Yes  No

*However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSOK of such requirements.*

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

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

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

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

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

**Age:** Please select one option regarding age of when the disability began.

- The disability must have begun before the child attained the age of 26.  
 All disabled dependents are covered regardless of when the disability began.

**Proof of prior coverage:** Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is  required  not required.

**Certification review:** Please select one option regarding the administration of certification review.

- Certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.  
 Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

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

- Utilize BCBSOK disabled dependent certification forms.  
 Utilize custom/other disabled dependent certification forms.

**If Certification Review is administered by BCBSOK, please select allowed or not allowed below:**

A disabled dependent approved certification from a prior insurance carrier is  allowed  not allowed.  
A disabled dependent approved certification from a prior BCBS policy is  allowed  not allowed.

9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

- Yes (specify number of days below)  No

Temporary Layoff:        days        Disability:        days        Leave of Absence:        days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify BCBSOK of such requirements.

10. Enrollment:

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

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

**Open Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: 05/01/2023-05/31/2023

**Late Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not

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apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

- Open Enrollment – Late applicants may only apply during Open Enrollment.
- Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

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

**CURRENT EMPLOYEE ELIGIBILITY INFORMATION**

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

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**Lines of Business (Check all applicable services)**

NO CHANGES  See Additional Provisions

**Medical Plan Services:**

- Blue Choice PPO
- Blue Traditional (In and Out of Network Benefits)
- BlueOptions
- BlueOptions Select PPO
- Blue Preferred
- NativeBlue
- Blue High Performance Network<sup>SM</sup> (BlueHPN<sup>SM</sup>)
- Out of Area (Traditional)

**Additional Services:**

- Wellbeing Management
- Wellness Incentives
- Health Advocacy Solutions
- Mercer Health Advantage
- Custom Care Management Unit
- Blue Directions<sup>SM</sup> (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 MDLive Virtual Visits
- Other
- Other
- Other

**Consumer Driven Health Plan:**

- Blue Edge<sup>SM</sup> (HCA) *(If selected, complete separate HCA BPA)*
- HSA (vendor: Select Vendor)
- FSA (vendor: Select Vendor)
- HRA (vendor: Select Vendor)

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

**Pharmacy Network:**

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

Drug List: Select Drug List

Other (please specify):

PPO/HSA Preventive Drug List:

Please specify: Select Option

Other RX programs: Select Program

**Ancillary Services:**

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

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

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

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

Life, Disability, Critical Illness, Accident and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Oklahoma is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

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## FEE SCHEDULE

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

**Payment Specifications**       **NO CHANGES**       **SEE ADDITIONAL PROVISIONS**

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

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

**Claim Settlement Period:**    **Monthly**

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

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

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

	2023			
Administrative Fee	\$63.84	\$	\$	\$
Dental	\$	\$	\$	\$
Limited Fiduciary Services	\$*included in Admin Fee	\$	\$	\$
Advanced Payment Review	25% \$	%	%	%
*Medical Drug Rebate Credit	\$(2.50)	\$( )	\$( )	\$( )
*Rebate Credit for the Prescription Drug Program	\$( )	\$( )	\$( )	\$( )
Outpatient Imaging Management Services	\$	\$	\$	\$
Management of the Virtual Visits Program	\$*included in Admin Fee	\$	\$	\$
Wellbeing Management	\$*included in Admin Fee	\$	\$	\$
Health Advocacy Solutions	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Other: Data Exchange List Service: <u>Reverse Eligibility - CVS/Caremark</u>	\$*included in Admin Fee	\$	\$	\$
Other: Other Services List Service: <u>Third-Party SL Carrier Fee</u>	\$2.00	\$	\$	\$
Other: Select Service Category List Service: _____	\$	\$	\$	\$
Miscellaneous: _____	\$	\$	\$	\$

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Miscellaneous: _____	\$	\$	\$	\$
<b>Total</b>	<b>\$63.34</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	_____ %
<b>Total:</b>		<b>\$ _____</b>

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**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.

**Not applicable to Grandfathered Plans**

**External Review Coordination:**  Yes  No

*If yes*, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.

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

**Administrator:** Medical claims:  Pharmacy claims:  Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

**Administrator:** Medical claims:  Pharmacy claims:  Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

**Advanced Payment Review (APR):**  Yes  No

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

APR Savings Program

PEPM

**For APR capabilities other than Reimbursement Services:** If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

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

**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.

**FlexAccess™:**  Yes  No

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.

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

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

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

### Termination Administrative Charge

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

Service	2023			
Medical Run-off Administration Charge	\$18.80	\$	\$	\$
Dental Run-off Administration Charge	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
<b>Total:</b>	<b>\$18.80</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

### Other Provisions

NO CHANGES  SEE ADDITIONAL PROVISIONS

#### 1. Summary of Benefits & Coverage:

- a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?
  - Yes. (Please answer question b. The SBC Addendum is attached.)
  - No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)
- b. Will Claim Administrator distribute the (SBC) to Covered Persons?
  - No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
  - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC plan to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

#### 2. Massachusetts Health Care Reform Act:

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

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

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

Yes  No

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

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

**5. Essential Health Benefits ("EHB") Election:**

**Employer elects EHBs based on the following:**

1.  EHBs based on a Claim Administrator state benchmark:  
 Illinois     Montana     New Mexico     Oklahoma     Texas
2.  EHBs based on benchmark of a state other than IL, MT, NM, OK and TX  
If so, indicate the state's benchmark that Employer elects: \_\_\_\_
3.  Other EHB, as determined by Employer

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

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

**Additional Provisions:**

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

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

Effective 7/1/2023, Stop Loss coverage is now carved out to Sunlife.

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OK GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

**Signature**

Alexandria Lamb

Sales Representative

403 (P):918-551-  
3056 (F) 918-549-9627

District Phone & FAX Numbers

Dustin Brand  
Producer Representative

INSURICA, Inc.

Producer Firm

5100 Classen Blvd., Ste 300

Oklahoma City, oK 73118

Producer Address

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

Producer Phone & FAX Numbers

dustin.brand@INSURICA.com

Producer Email Address

730687265

Tax I.D. No.

*Pat Byrne*

Signature of Authorized Purchaser

*Pat Byrne*

Print Name

*Acting Mayor*

Title

*5/16/23*

Date

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**PROXY**

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

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

Group No.: 621602 By: Pat Byrne, Acting Mayor  
Print Signer's Name Here  
→ Pat Byrne ACTING Mayor  
Signature and Title

Group Name: City of Midwest City

Address: 100 N. Midwest Blvd.

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

Dated this 17 day of May 2023  
Month Year

**Proprietary and Confidential Information of Claim Administrator**  
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