BlueCross BlueShield of Texas

SMALL EMPLOYER BENEFIT PROGRAM APPLICATION ("Application for Amendment")

Submit completed form to the Request Center

(The following information only applies if selecting a Consumer Choice plan)

You have the option to choose a Consumer Choice of Benefits Health Maintenance Organization (HMO) health care plan that, either in whole or in part, does not provide state-mandated health benefits normally required in evidences of coverage in Texas. This standard health benefit plan may provide a more affordable health plan for you although, at the same time, it may provide you with fewer health plan benefits than those normally included as state-mandated health benefits in Texas. If you choose this standard health benefit plan, please consult with your insurance agent to discover which state-mandated health benefits are excluded in this evidence of coverage (Certificate of Coverage).

Application is hereby made to Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("BCBSTX") to replace benefit and/or eligibility specifications previously in effect with the following:

Coverage changed by this form is replacement coverage, not substitution.

REQUIRED INFORMATION

Current Legal Name of Employer: _____	**Account / Group Number:** _____
Requested Effective Date of Change: **Day:** ☐ First (1st) OR ☐ Fifteenth (15th) **Month:** _____ **Year:**_____	

ONLY COMPLETE INFORMATION THAT IS CHANGING

Change Legal Name of Company to: _____

Change Standard Industry Code (SIC) to: _____

Change Employer Identification Number (EIN) to: _____

Is Company ownership changing? ☐ Yes ☐ No If yes, the group may be required to be rewritten as a new group.

Change Anniversary Date (AD) to: _____/_____/_____ (MM/DD/YY)

☐ Changing an Anniversary Date may impact group rates. Please check this box to confirm your understanding of this change.

Billing Cycle:

☐ Change billing cycle to the first (1st) day of each month through the last day of each month.

☐ Change billing cycle to the fifteenth (15th) day of each month through the fourteenth (14th) day of the next month.

Billing Method Selection: (If no selection is made, your benefit plan(s) will default with the current billing method)

☐ Composite Billing ☐ Age Billing

Are you adding any affiliates and/or subsidiaries? ☐ Yes ☐ No
If yes, list name(s), SIC code, and number of Employees*: _____

Are you being added as an affiliate or subsidiary? ☐ Yes ☐ No
If yes, list name, SIC code, and number of Employees*: _____

The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities, and public school districts, and "church plans" as defined by the Internal Revenue Code.

Please provide your ERISA Plan Year* (mm/dd/yyyy): Beginning Date: __/__/____ End Date: __/__/____

ERISA Plan Sponsor*: _____

If you maintain that ERISA is not applicable to your account, please give the legal reason for exemption*:

☐ Federal Governmental plan (e.g., the government of the United States or agency of the United States)
☐ Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
☐ Church plan
☐ Other; please specify: _____

Please provide Non-ERISA Plan Year (mm/dd/yyyy): __/__/____

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

Eligibility Changes:

1. **Select a Waiting Period:** If a person is added to the Contract and it is later determined that the Employer reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Employer provided to BCBSTX, BCBSTX reserves the right to retroactively adjust the coverage date for such person.

a. Newly eligible individuals will become effective on:

☐ The first or fifteenth day of the contract/participation month following:

☐ Zero (0) days ☐ Thirty (30) days ☐ Sixty (60) days; or

☐ The date of employment (date of hire).

Employee and Dependent Health and/or Dental Benefit Plans will become effective on the first (1st) day of the contract/participation month following satisfaction of the Waiting Period and any substantive eligibility criteria.

b. **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. In no event can the substantive eligibility criteria result in a delay of coverage for eligible employees, as defined under Texas law, longer than ninety (90) days inclusive of the Waiting Period. If any of these eligibility conditions change, you are 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 (1st) 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 (1st) 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 (1st) day of the next calendar month (if start day is not the first (1st) day of the month).

☐ Other substantive eligibility criteria not described above; please describe: _____

2. **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. Such person's Individual Coverage Date, Family Coverage Date and/or Dependent's Coverage Date will be the Contract Anniversary Date following the Open Enrollment Period, provided the application is dated and signed prior to that date.

For all lines of coverage, the enrollment period will be held thirty-one (31) days prior to the Contract Anniversary Date of the program.

3. **Are Domestic Partners covered?** ☐ Yes ☐ No

If yes, a Domestic Partner, as defined in the Certificate Booklet, shall be considered eligible for coverage. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners. An Employer may only elect or change Domestic Partner Coverage on the Contract Effective Date or Contract Anniversary Date.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners are eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) if the Employee elects COBRA coverage. Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any, on an independent basis from the Employee. Please indicate your election below:

☐ Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet on an independent basis from the Employee

☐ No, Employer does not elect to offer continuation coverage to Domestic Partners on an independent basis from the Employee (Domestic Partners are not independently eligible for continuation coverage)

☐ Other: _____

4. Dependent children are eligible for coverage until their twenty-sixth (26th) birthday. Dependent Child, used hereafter, means a natural child, a stepchild, an eligible foster child, a medical or dental support order child, an adopted child or child placed for adoption (including a child for whom the Employee or his/her spouse, or Domestic Partner, if Domestic Partner coverage is elected, is a party in a legal action in which the adoption of the child is sought), under twenty-six (26) years of age, 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. A child not listed above who is legally and financially dependent upon the Employee or spouse (or Domestic Partner if Domestic Partner coverage is elected) is also considered a Dependent child under the Group Health Plan, provided proof of dependency is provided with the child's application. To be eligible for coverage, a child of an Employee's child must also be dependent upon Employee for federal income tax purposes at the time application for coverage is made.

5. **Disabled Dependent:** Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). Disabled means any medically determinable physical or mental condition that prevents the child from engaging in self-sustaining employment. A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26).

Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX. Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

The following mandated benefit offers are made by BCBSTX in compliance with Texas regulations. Please mark your acceptance or declination. Acceptance may result in a rate adjustment.

THE FOLLOWING MANDATED BENEFIT OFFERS ARE ALREADY INCLUDED IN THE PPO AND HMO PLANS

- Treatment of mental or emotional illness
- Treatment of loss or impairment of speech or hearing
- Treatment of serious mental illness
- Treatment of home health care (PPO only)

PLEASE DO NOT SELECT BOXES BELOW UNLESS A CHANGE IS REQUESTED

MANDATED BENEFIT OFFERS

In Vitro Fertilization Services - (must choose one (1))

☐ Accept – Outpatient benefits are paid same as any other pregnancy-related expense **(Note: If selected, an additional charge will be added to your rates.)**

☐ Decline – If declined, no benefits are available

MANDATED BENEFIT OFFERS FOR GRANDFATHERED PPO AND HMO PLANS

Grandfathered Plans Only:

Speech and Hearing Services:

For PPO Plans (select one):

☐ Accept – Benefits are paid same as any other illness

☐ Decline – If declined, speech and hearing services covered same as any other illness; hearing aid benefit is limited to one (1) hearing aid per ear every thirty-six (36) months

For HMO Plans (select one):

☐ Accept – Benefits are paid same as any other illness

☐ Decline – If declined, medically necessary speech therapy is covered on an outpatient basis only; limited hearing. Hearing aid benefit is limited to one (1) hearing aid per ear every thirty-six (36) months.

Additional Benefit Options for HMO Plans:

IPMH and DME selections are required if PPO plans are purchased alongside the HMO plan. If MHPAE Act applies, IM4 is the only IPMH option available.

Inpatient Mental Health (IPMH): ☐ IM1 ☐ IM2
Inpatient Mental Health (IPMH): ☐ IM4
Durable Medical Equipment (DME): ☐ DM1 ☐ DM2

Grandfathered Health Plans only:

Maternity Care coverage: Please check the one (1) election that applies to your company.

☐ **a.** We are adding one (1) or more HMO Plans. We understand maternity care is automatically included in the coverage for HMO small group employer plans, and coverage for maternity care will be added to our existing PPO plan.

☐ **b.** We are adding one (1) or more non-grandfathered PPO plans. We understand maternity care is automatically included in the coverage as required by federal law in 2014, and that coverage for maternity care will be added to our existing PPO plan.

Did you have an average of more than fifty (50) total Employees (full-time, part-time, seasonal, or partners) for each working day in the calendar year preceding the effective date of this coverage? ☐ Yes ☐ No

Financial penalties for non-compliance with federal law may apply.

BENEFIT PLAN SELECTIONS

Select **UP TO SIX (6)** medical plans to offer. Make sure to mark the plans you want to add **AND** the plans you want to keep

Preferred HSA Vendor: ☐ Flex ☐ HSA Bank
☐ HealthEquity, Inc. (BCBSTX to send HSA enrollment to HealthEquity, Inc. ☐ Yes ☐ No)

Non-Preferred HSA Vendor:

Preferred Vendor: ☐ Flex ☐ HealthEquity, Inc. ☐ HSA Bank

Non-Preferred FSA Vendor:

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

Metallic Levels	**Blue Choice PPO℠**			***Blue Advantage HMO℠**		
	(select up to six (6))					
	Keep	**Add**		**Keep**	**Add**	
BRONZE PLANS	☐	☐	B660CHC	☐	☐	B660ADT
	☐	☐	B661CHC	☐	☐	B661ADT
	☐	☐	B662CHC	☐	☐	B9E1ADT
SILVER PLANS	☐	☐	S660CHC	☐	☐	S640ADT
	☐	☐	S661CHC	☐	☐	S641ADT
	☐	☐	S662CHC	☐	☐	S642ADT
	☐	☐	S663CHC	☐	☐	S643ADT
	☐	☐	S665CHC	☐	☐	S644ADT
	☐	☐	S666CHC	☐	☐	S9E1ADT
	☐	☐	S667CHC	☐	☐	S9E3ADT
	☐	☐	S9K1CHC	☐	☐	S9E5ADT
	☐	☐	S9L3CHC	☐	☐	S9J3ADT
	☐	☐	S9L5CHC	☐	☐	S9J5ADT
	☐	☐	S9L7CHC	☐	☐	S9J7ADT
	☐	☐	S9L9CHC	☐	☐	S9J9ADT
	☐	☐	S9M2CHC	☐	☐	S9K2ADT
	☐	☐	S9M4CHC	☐	☐	S9L1ADT
	☐	☐	S9N1CHC	☐	☐	S9N1ADT
	☐	☐	S9N3CHC	☐	☐	S9N3ADT

GOLD PLANS	☐	☐	G650CHC	☐	☐	G660ADT
	☐	☐	G651CHC	☐	☐	G661ADT
	☐	☐	G652CHC	☐	☐	G662ADT
	☐	☐	G653CHC	☐	☐	G663ADT
	☐	☐	G654CHC	☐	☐	G664ADT
	☐	☐	G656CHC	☐	☐	G665ADT
	☐	☐	G9K6CHC	☐	☐	G666ADT
	☐	☐	G9K8CHC	☐	☐	G9E1ADT
	☐	☐	G9L1CHC	☐	☐	G9E3ADT
	☐	☐	G9L5CHC	☐	☐	G9E5ADT
	☐	☐	G9L7CHC	☐	☐	G9K5ADT
				☐	☐	G9K7ADT
PLATINUM PLANS	☐	☐	P620CHC	☐	☐	P610ADT
	☐	☐	P621CHC	☐	☐	P611ADT
	☐	☐	P9K3CHC	☐	☐	P9K3ADT
	☐	☐	P9M1CHC	☐	☐	P9M1ADT
	☐	☐	P9O3CHC	☐	☐	P9O5ADT
*****If a Blue Advantage HMO product/benefit plan (with the **exception** of G665ADT plan) is selected, please complete, sign and submit a Disclosure Statement with this Application for Amendment.						

Additional Information: If your account already has In-Vitro benefits and you would like to select a different plan with In-Vitro benefits, please reach out to a BCBSTX account management representative for guidance.

DENTAL PRODUCTS/BENEFIT PLAN SELECTION:

Plan Pairings

Groups with two (2) to nine (9) enrollees may select one (1) plan. Groups with ten (10)+ enrollees may select up to two (2) plans.

Contributory
Any one (1) contributory high option can be paired with any one (1) contributory low option; DTXHM41 can be freely paired with any contributory option.

Voluntary
Any one (1) voluntary high option can be paired with any one (1) voluntary low option. DTXHM45 can be freely paired with any one (1) voluntary option.

Voluntary plans and contributory plans may not be offered together.

Exception: DTXHM57 can be paired with DTXHR33. And, DTXHM59 can be paired with DTXHR42.

Participation Requirements

Contributory
>seventy-five percent (75%) participation
>fifty percent (50%) employer contribution

Voluntary
>twenty-five percent (25%) participation

Employers are not required to contribute to Voluntary Dental plans.

DENTAL PLAN SELECTION

Plan #			Segment
Keep	**Add**	**High Coverage Allocation**	
☐	☐	DTXHR30	Contributory
☐	☐	DTXHR31	Contributory
☐	☐	DTXHR32	Contributory
☐	☐	DTXHR33	Contributory
☐	☐	DTXHR34	Contributory
☐	☐	DTXHM39	Contributory
☐	☐	DTXHM41	Contributory
☐	☐	DTXHR50	Contributory
☐	☐	DTXHM57	Contributory
☐	☐	DTXHR61	Contributory
☐	☐	DTXHR42	Voluntary
☐	☐	DTXHM43	Voluntary
☐	☐	DTXHM45	Voluntary
☐	☐	DTXHR52	Voluntary
☐	☐	DTXHM59	Voluntary
Keep	**Add**	**Low Coverage Allocation**	
☐	☐	DTXLR35	Contributory
☐	☐	DTXLR36	Contributory
☐	☐	DTXLM38	Contributory
☐	☐	DTXLM40	Contributory
☐	☐	DTXLM44	Contributory
☐	☐	DTXLR58	Contributory
☐	☐	DTXLR62	Contributory
☐	☐	DTXLR46	Voluntary
☐	☐	DTXLR47	Voluntary
☐	☐	DTXLR48	Voluntary
☐	☐	DTXLM49	Voluntary
☐	☐	DTXLR53	Voluntary
☐	☐	DTXLM54	Voluntary
☐	☐	DTXLR60	Voluntary

The Employer understands and agrees to the following regarding the Health Benefit Plan(s) elected:

1. Applications/declinations are attached for all full-time Employees as well as any COBRA or state participant continuations.

2. **Minimum Participation and Employer Contribution Requirements.** BCBSTX reserves the right to:

a. Restrict new business enrollment in health insurance coverage to open or special enrollment periods unless the fifty percent (50%) minimum Employer contribution is met and at least seventy-five percent (75%) of eligible Employees (less valid waivers) have enrolled for coverage; and

b. Request confirmation of and review participation and contribution on existing business and non-renew or discontinue health coverage if BCBSTX is unable to determine if the fifty percent (50%) minimum Employer contribution is not met and/or less than seventy-five percent (75%) of Eligible Persons (less valid waivers) are enrolled for coverage for six (6) consecutive months.

If applicable, BCBSTX 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 Employees/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.

Employer will promptly notify BCBSTX of any change in participation and Employer contribution.

3. The Employer must provide eligibility and enrollment information, effective dates of employment, and all other data necessary for the efficient administration of the Health Benefit Plan(s) elected, according to the terms and requests of BCBSTX.

4. The Employer, while not an agent of BCBSTX, will be responsible for collection of premiums from Employees, will notify Employees of the termination of their coverages and will forward to Employees notices and/or amendments sent by BCBSTX to the Employer. The Employer will be bound by the terms of the Contract(s) already in effect and any changes pursuant to this Employer's Application for Amendment and such shall serve as the basis to resolve any conflict.

5. This Employer's Application for Amendment must pre-date the requested effective date and be received by BCBSTX at its Home Office no less than thirty (30) days prior to the requested effective date.

6. Retirees are not eligible for coverage hereunder.

7. Under Texas state law**, *eligible employee*** means an employee who works on a full-time basis and who usually works at least thirty (30) hours a week. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an employee under a health benefit plan of a small employer regardless of the number of hours the sole proprietor, partner, or independent contractor works weekly. The term does not include an Employee who: (1) works on a part-time, temporary, seasonal, or substitute basis, or (2) is covered under (a) another Health Benefit Plan, or (b) a self-funded or self-insured employee welfare benefit plan that provides health benefits and that is established in accordance with the Employee Retirement Income Security Act of 1974, or (3) elects not to be covered under the small employer's health benefit plan and is covered under (a) the Medicaid program; (b) another federal program, including the TRICARE program or Medicare program; or (c) a benefit plan established in another country.

8. For the current year's premium and rate information, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

Application is hereby made for a Life Insurance Plan (including Term Life Insurance, Accidental Death and Dismemberment (AD&D), Dependents' Life, Supplemental Life, Short-Term Disability (STD), Long-Term Disability (LTD), Specified Disease, Accident, and/or Vision)

☐ Group Life, AD&D Plan Selected: _____ Benefit Amount: _____ Employer Contribution: %	☐ Dependent Life Benefit Amount: _____ Employer Contribution: %	☐ Supplemental Life Insurance and AD&D Benefit Amount: _____ Employer Contribution:_____%
☐ Short-Term Disability Plan Selected: _____ Benefit Amount:_____ Employer Contribution:_____%	☐ Long-Term Disability Plan Selected: _____ Benefit Amount:_____ Employer Contribution: _____%	☐ Specified Disease Plan Selected: _____ Benefit Amount: _____ Employer Contribution: _____%
☐ Accident Insurance Plan Selected: _____ Benefit Amount: _____ Employer Contribution:_____%	☐ Vision Plan Selected: _____ Benefit Amount: _____ Employer Contribution: _____%	

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 BCBSTX medical due to having coverage elsewhere.

EMPLOYER: DO NOT CANCEL CURRENT COVERAGE UNTIL NOTIFIED BY BCBSTX THAT THIS EMPLOYER APPLICATION HAS BEEN APPROVED.

ELECTRONIC RECEIPT OF BENEFIT BOOKLETS AND CONTRACTS

Electronic Issuance: Delivery of insurance documents, including but not limited to the Group Administration Document, BPA, Benefit Booklet, SBC, and other required forms and amendments thereto via an electronic file or access to an electronic file to the Employer for delivery of applicable documents to each Employee. The Employer agrees that it is solely responsible for providing each Employee access to the most current version of any E-file Benefit Booklet, SBC, amendment, or other revised form provided by BCBSTX, or to provide a paper copy of the same to an Employee upon request. The Employer is solely responsible and will hold BCBSTX harmless from any misuse of the E-file provided by BCBSTX. You can request paper delivery of insurance documents by opting-out below. You may also go back to paper delivery at any time with no penalty. To change your preferences, contact your Account Executive. Your documents can be viewed or printed using your computer or mobile device that supports mobile browsing. If the method to access electronic files is revised, BCBSTX will notify you and give an opportunity to request paper delivery. Notice of cancellation or termination of a Contract will be delivered both electronically and in paper form.

☐ **Opt-Out –** Employer declines to receive electronic versions of insurance documents, including the Group Administration Document, or of Benefit Booklets, and SBCs for covered Employees and desires BCBSTX to print and distribute hard copy versions.

I certify that all statements contained in this Employer Application for Amendment and all information required to be furnished to BCBSTX is complete and true to the best of my knowledge and belief. I understand that BCBSTX will rely on the statements made and information furnished, as the basis in determining the appropriate rate level and/or approval of this Employer Application for Amendment. I understand that no insurance or changes will become effective without approval of BCBSTX. The requested Contract(s) effective date (as listed on page 1) is subject to change by BCBSTX if all required documents are not completed and received by the date requested. If documents are not received by the date requested, the Employer will be required to complete a new Employer Application or Employer's Application for Amendment.

ADDITIONAL PROVISIONS:

A. **Grandfathered Health Plans: Employer shall provide BCBSTX 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 BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX 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 Contract, and Employer represents and warrants that such Form is true, complete and accurate. If Employer fails to timely provide BCBSTX with any requested grandfathered health plan information, BCBSTX 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. Employer will provide BCBSTX with immediate written notice in the event Employer and/or any of the entities referenced above no longer qualify for the religious employer exemption and/or eligible organization accommodation (as they may be amended, replaced or superseded from time to time). Employer shall indemnify and hold harmless BCBSTX 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 BCBSTX in connection with (a) any plan's exempt status, (b) any plan's design (including but not limited to any directions, actions and interpretations of the Employer), and/or (c) any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

C. **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.

If elected below, BCBSTX will provide required written statements of Minimum Credible Coverage (MCC) to Covered Persons residing in Massachusetts and submit applicable electronic reporting to the Massachusetts Department of Revenue. Information transmitted will be exclusively based on information provided to BCBSTX by Employer and coverage under the Plan(s) during the term of this Contract. By electing to have BCBSTX transmit these creditable coverage reports on Employer's behalf, Employer hereby certifies that, to the best of its knowledge, such coverage under the Plan(s) is "creditable coverage" in accordance with the Massachusetts Health Care Reform Act. Employer acknowledges that BCBSTX is not responsible for verifying nor ensuring compliance with any tax and/or legal requirements related to this service. Employer or its Covered Persons should seek advice from their legal or tax advisors as necessary. If not elected, Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

☐ Employer consents to BCBSTX transmitting MCC reports on its behalf Further, Employer attests that the information submitted is true and compliant with all relevant MCC Regulations.

☐ Employer will transmit MCC reports and any other documentation as may be required to comply with the Massachusetts Health Care Reform Act.

D. Reimbursement: It is understood and agreed that in the event BCBSTX makes a recovery on a third-party liability claim, BCBSTX 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.

E. Third Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services): BCBSTX 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.

The provisions of paragraphs A-E (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 Contract or Renewal(s) to the contrary, BCBSTX 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 BCBSTX to pay, submit or forward, on its own behalf or on the Employer's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

For Employer:

Name of Authorized Company Official (please print)	**Title**
Signature of Authorized Company Official	**City and State of signing official**
Date	

BlueCross BlueShield of Texas

Consumer Choice Plan Disclosure Statement

This health plan does not include the same level of benefits required in other plans.

This HMO plan is a consumer choice plan. This plan doesn't include the same level of benefits that are in Texas health plans known as state-mandated plans. This plan does include all health benefits required by the Affordable Care Act.

To see all benefits offered by this plan, go to the plan's "Summary of Benefits and Coverage."

Benefit/coverage:	This plan:	A health plan with required benefits (state-mandated plan):
Deductible The amount you pay for care before the plan begins to share the cost.	Has a deductible.	Has no deductibles for participating provider care.
Out-of-Pocket Costs The amount you pay when you receive covered services, up to a calendar year maximum**.**	Includes out-of-pocket costs that meet federal requirements but may sometimes be more than in a state-mandated plan.	A copay must be less than 50% of the total cost of the service. Annual out-of-pocket costs must be capped at 200% of your annual premium cost if you alert the plan.
Habilitative and Rehabilitative Care Care that helps you improve skills for daily living.	Includes a limit on the number of visits per year for speech therapy, occupational therapy, physical therapy and chiropractic care. Limits do not apply for the treatment of acquired brain injury and autism spectrum disorder.	Has no limits on the amount of care if it is needed for medical reasons.
Home Health Services	Includes a limit for home health services.	Has no limits on home health services.
Therapies for Children with Developmental Delays	Does not cover therapies for treatment of developmental delay in children	Covers certain development delay therapies for children with developmental delay, up to age three.

BlueCross BlueShield of Texas

If you want a plan with all required benefits:

We also offer a state-mandated plan that includes all required benefits. This plan is not on Healthcare.gov and does not allow you to get help with premiums and out-of-pocket costs. To learn more about this plan, call 1-877-299-2377or visit https://www.bcbstx.com/shop-plans-and-products.

By signing this form, you acknowledge the following:

- I understand the consumer choice plan I am applying for does not provide the same level of coverage required in other Texas health plans (state-mandated plans).
- I understand I can get more information about consumer choice plans from the Texas Department of Insurance's website, https://www.tdi.texas.gov/consumer/consumerchoice.html, or by calling the Consumer Help Line at 1-800-252-3439.

Do not sign this document if you don't understand it.
No firme este documento si no lo comprende.

Signature of Applicant	**Date**
Name of Applicant (print name)	
Name of Business, if applicable	
Address	
City **State**	**Zip**

HMO must give you a copy of this statement upon request.