

ASO Benefit Program Application ("ASO BPA")

Application to Administrative Services Only (ASO) Group Accounts with Prescription Drug Benefits

administered by Blue Cross and Blue Shield of Montana, a division of Health Care Services Corporation,
a Mutual Legal Reserve Company, hereinafter referred to as the "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 172009

Group Number(s): 172009,
188024, 188027, 188046,
188057, 184773

Section Number(s): 0001

Legal Employer Name: Browning Public School District #9

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

ERISA Regulated Group Health* Plan: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes If not, 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 legal reason; 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 07/01/2017 End Date 06/30/2017 (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) 07/01/2017

Anniversary Date: (Month/Day/Year) 07/01/2018

Account Information

NO CHANGES

SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 8210

Employee Identification Number (EIN): 81-6000470

Address: 129 1st Ave SE

City: Browning

State: MT

ZIP: 59417

Administrative Contact: Ashley Blessing

Title: Peak 1

Email Address: ablessing@mypeak1.com

Phone Number: 208-215-2018

Fax Number: 855-495-3669

Mailing address is different from primary address

Mailing Address: PO BOX 610

City: Browning

State: MT

ZIP: 59417

Mailing Contact: Tracie Keller

Title: Benefits Clerk/Personell

Email Address: traciek@bps.k12.mt.us

Phone Number: 406-338-2715

Fax Number: 406-338-7646

Billing address is different from primary address

Billing Address: 608 Northwest Blvd Ste 200

City: Coeur d' Alene

State: ID

ZIP: 83814

Billing Contact: Ashley Blessing

Title: Peak 1

Email Address: ablessing@mypeak1.com

Phone Number: 208-215-2018

Fax Number: 855-495-3669

Wholly Owned Subsidiaries:

Affiliated Companies:

(If Affiliated Companies listed above are to be covered, a separate "Addendum to the ASO BPA Regarding Affiliated Companies" must be completed, signed by the Employer's authorized representative, and attached to this ASO BPA.)

Blue Access for Employers (BAE) Contact: Ashley Blessing

Title: Peak 1

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

Email Address: ablessing@mypeak1.com

Phone Number: 208-215-2018

Fax Number: 855-495-3669

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 PROVISIONS**Effective: 07/01/2017

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as representative in negotiations with and to receive commissions from Blue Cross and Blue Shield of Montana, a division of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company, and HCSC subsidiaries for Employer's employee benefit programs. 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.

Producer or Agency to whom commissions are to be paid*: PayneWest InsuranceTax ID Number (TIN) of Producer or Agency: 81-0479558 Producer #: 046533000Address: 1108 Livingston StCity: HelenaState: MTZIP: 59601Phone: 406-457-2125; 406-457-2131Fax: 406-532-5818Email: LFearon@paynewest.com;SBunton@paynewest.comIs Producer/Agency appointed with HCSC in Montana? Yes No**Secondary Producer or Agency to whom commissions are to be paid*:** _____Tax ID Number (TIN) of Producer or Agency: _____ Producer #: _____

Address: _____

City: _____

State: _____

ZIP: _____

Phone: _____

Fax: _____

Email: _____

Is Producer/Agency appointed with HCSC of Montana? Yes No**Additional Comments:** _____

*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 person is eligible for Trustee coverage from the first day and throughout the time that he or she:

1) is a person duly appointed and actively serving on the Board of Trustees of the employer. For purposes of this plan, such trustee shall be considered a full-time, active employee of the employer. Trustees do not qualify under the retiree parameters of this policy.

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 30 hours per week and who is on the permanent payroll of the Employer. Other:

Part-Time Employee means:

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

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

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

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).
- The date of employment.
 - The ____ day of employment.
 - The ____ day of the month following ____ 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: _____
- 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. Are Spouses eligible for coverage: Yes No
6. 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.
7. Limiting Age for covered children: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:
8. Are unmarried grandchildren eligible for coverage?
- No Yes (answer the question below)
- Must the grandchild be dependent on the employee for federal income tax purposes at the time application is made?
- Yes No
9. 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.
- 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. The Employer will notify HCSC of such requirements.*
10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?
- Yes (specify number of days below) No
- Temporary Layoff: N/A days Disability: 365 days Leave of Absence: N/A 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 HCSC of such requirements.*
11. Enrollment:
- Special Enrollment:* An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.
- An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group

coverage where the Eligible Person is deemed qualified for assistance under a state Medicaid or CHIP premium assistance program.

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when 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.

- Annual open enrollment – late applicant may apply during open enrollment and be subject to the late applicant provisions
- Late applicants may apply at any time – coverage is effective first of the month following receipt of the application

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 eligible to do so, during the Employer's 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: 08/01 to 08/31 to be effective 09/01/2017

12. * Does COBRA Auto Cancel apply? Yes No

Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.

**Not recommended for accounts with automated eligibility*

Lines of Business (Check all applicable services)	NO CHANGES	See Additional Comments
<p><u>Medical Plan Services:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> PPO <input type="checkbox"/> POS <input type="checkbox"/> Traditional <p><u>Consumer Driven Health Plan:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Blue Edge HSA (PPO) (Vendor:) <input type="checkbox"/> Health Care Account (HCA) Administrative Services (if purchased, complete separate HCA BPA) <input type="checkbox"/> FSA (Vendor:) <p><u>Ancillary Services:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Dental Plan Services <input checked="" type="checkbox"/> Vision Plan Services <input type="checkbox"/> Stop Loss (if selected, complete separate Exhibit to the Stop Loss Coverage Policy) <input type="checkbox"/> Dearborn National Life Insurance (if selected, complete separate Life application) 	<p><u>Additional Services:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Blue Care Connection® <input type="checkbox"/> Wellness Incentives <input type="checkbox"/> Well onTarget® <input type="checkbox"/> Total Health Management (THM) (additional fee applies) <input type="checkbox"/> Employee Assistance Program (EAP) <input type="checkbox"/> Blue Directions (Private Exchange) (If selected, the Blue Directions Addendum is attached and made a part of the Agreement.) <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> COBRA Administrative Services (if selected, complete separate COBRA Administrative Services Addendum to the BPA) 	

Additional Comments: COBRA administered by Peak 1 for consolidated billing. Children of a dependent child may be eligible under this plan when the employee has assumed full legal parental authority. The plan administrator may require documentation proving full legal parental authority. ID Cards to be sent directly to the group.

Additional Administrative Contacts:

Tracie Keller, Personnel/Benefits Clerk, traciek@bps.k12.mt.us, 406-338-2715

Stacy Edwards, Finance Clerk, stacye@bps.k12.mt.us, 406-338-2715

Newborn deductibles are not waived. The group does not allow for automatic coverage for newborns for the first 31 days. Effective date for newborns is retroactive to the date of birth. The policy holder must contact the group directly to add a newborn within 60 days. If the newborn child is not enrolled in this plan in a timely basis the newborn will be considered a late enrollee and there will be no payment from the plan and the covered parent will be responsible for all costs.

If the employee is not designated as a full-time active employee by the employer at the time of hire, the employer may use a 12-month look-back measurement period to determine the full-time status as defined under the plan. The employee must average or be expected to average 30 hours of service each week during the employee's initial 12-month measurement period to be eligible for coverage.

An employee's initial measurement period begins the first day of the month following the date of hire, with an initial stability period commencing the first day of the second full calendar month following the initial measurement period. If there is a gap between the end of the employee's first stability period and the start of the employer's standard stability period, the employee will remain eligible until the first day of the standard stability period as long as the employee is actively working for the employer.

The employer's standard 12-month measurement period begins each July 1, with a standard stability period commencing each Sept 1. Coverage is effective the first day of the stability period following the applicable measurement period.

If a person covered under this plan changes status from employee to dependent or dependent to employee, and the person is covered continuously under this plan before, during and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

If both husband and wife are employees, they may cover the other as a dependent spouse. In addition, their children may be covered as dependents of both the mother and father.

If two employees (husband and wife) are covered under the plan and the employee who is covering the dependent children terminates coverage, the dependent coverage may be continued by the other covered employee with no waiting period as long as coverage has been continuous.

Employees who were determined to be full-time active employees during the applicable measurement period (and their eligible dependents) may enroll in the plan the first day of the first full calendar month of the following stability period.

Special Enrollment -in the case of a birth, marriage, adoption or placement for adoption, a request for enrollment must be made within 60 days. In the case of marriage, coverage is effective the first day of the month following receipt of the enrollment form. i.e. if an employee is married August 15 and the enrollment is turned in during the month of August, the dependent/spouse would be effective 9/1.

Rehiring a Terminated Employee. A previously covered employee, who is terminated and rehired prior to the end of a 26-consecutive week period after the date of termination, will be eligible to re-enroll the first day of the first calendar month following the date of rehire. Employees rehired after a break in service of a 26-consecutive weeks or more will be treated as a new hire.

Retired Employee coverage will terminate at the end of the period for which the required contribution has been paid if the charge for the next period is not paid when due; the day the covered retired employee becomes a participant in another group plan with substantially equivalent benefits and rates, or becomes employed and therefore eligible to participate in another group plan with substantially equivalent benefits and rates.

When the employee coverage terminates: the last day of the calendar month in which the covered employee ceases to be in one of the eligible classes, or if applicable, the last day of the stability period for which the covered employee met the required minimum hours of service established by the employer. This includes the death or termination of active employment of the covered employee. The policy will remain active until the end of the month; premiums are not pro rated so it doesn't matter that the member is no longer incurring claims; this provision also allows any family members on the plan coverage through the end of the month.

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 Monthly Other (please specify)

Claim Settlement Period: Monthly Other (please specify)

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

Final Settlement: Final Settlement to be made within _____ days after end of Run-Off Period.
Standard is sixty (60) days.

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		
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Administrative Per Employee Per Month (PEPM) Charges	NO CHANGES	SEE ADDITIONAL PROVISIONS		
Administrative Fee	\$65.70	\$ _____	\$ _____	\$ _____
Dental	\$5.16	\$ _____	\$ _____	\$ _____
Claims Fiduciary	\$ _____	\$ _____	\$ _____	\$ _____
*Prescription Drug Program - Rebate Credit	\$-27.25	\$ _____	\$ _____	\$ _____
Outpatient Imaging Management Services	\$ _____	\$ _____	\$ _____	\$ _____
Management of the Virtual Visits Program	\$ _____	\$ _____	\$ _____	\$ _____
Commissions	\$6.50(included in admin)	\$ _____	\$ _____	\$ _____
Other: Other Services List Service: <u>Vision</u>	\$Included	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$43.61	\$ _____	\$ _____	\$ _____

*The Rebate Credit for the Prescription Drug Program 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 actually provided by the Pharmacy Benefit Manager (PBM) 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 provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Other Services List Service: <u>External Review</u>	Select Billing Frequency If applicable, describe other: <u>Per Occurance</u>	\$700.00
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category	Select Billing Frequency	\$ _____

List Service: _____	If applicable, describe other: _____	
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	<u>\$700.00</u>
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Total:		\$ _____

Additional Comments (Provide any additional details regarding the fee structure): _____

Other Service and/or Program Fee(s)	NO CHANGES	SEE ADDITIONAL PROVISIONS
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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 Federal Affordable Care Act external review process.

Reimbursement Service: Yes No

If yes: The Employer has elected to utilize the reimbursement service offered by the Claim Administrator, the Corporate Reimbursement Subrogation department. It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

Claim Administrator's Third Party Recovery Vendors and Law Firms (other than Reimbursement Services):

Employer will pay no more than 25% of any recovered amount made by Claim Administrator's Third Party Recovery Vendor. Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third party law firm.

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.

Virtual Visits Program: Yes No If yes, Covered Persons would be able to obtain certain Covered Services remotely via video or audio only (where available outside the state of Montana) capability from Providers participating in the Virtual Visit program.

Termination Administrative Charges

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

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

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.

Service				
Medical Run-off Administration Charge:	\$28.20	\$ _____	\$ _____	\$ _____
Dental Run-off Administration Charge	\$ _____	\$ _____	\$ _____	\$ _____

Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
Total:	\$28.20	\$ _____	\$ _____	\$ _____

Additional Comments: _____

Other Provisions	NO CHANGES	SEE ADDITIONAL PROVISIONS
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1. Summary of Benefits & Coverage:
 - a. Will Claim Administrator create Summary of Benefits & 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 Summary of Benefits & Coverage (SBC) to participants and beneficiaries?
 - No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (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 Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.
2. 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 as required by the Massachusetts Health Care Reform Act.
3. Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required: Yes No If no, Employer authorizes Claim Administrator to post Employer's pre-notification or preauthorization requirements on Claim Administrator's Website: Yes No
4. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

 - 1. EHBs based on a HCSC state benchmark: Illinois Oklahoma Montana Texas New Mexico
 - 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 Montana benchmark plan.
6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.
7. Producer/Consultant Compensation

The Employer acknowledges that if any producer/consultant 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 producer/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the producer/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its producer/consultant.

Additional Provisions: _____

I UNDERSTAND AND AGREE THAT:

1. HCSC will report the value of all remuneration by HCSC to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your producer/consultant is eligible for the sale or renewal of self-funded and/or insured products.

Signature

Ginger MacDonald

Sales Representative

Helena 406-437-6334

District Phone & FAX Numbers

Lori Fearon

Producer Representative

PayneWest Insurance

Producer Firm

1108 Livingston St Helena, MT 59601

Producer Address

406-457-2125; 406-532-5818

Producer Phone & FAX Numbers

LFearon@paynewest.com

Producer Email Address

81-0479558

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed 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 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 a director, officer, employee or agent consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: _____ By: _____
Print Signer's Name Here
➔ _____
Signature and Title

Group Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Dated this _____ day of _____
Month Year