



**Summary of Benefits and Coverage Addendum  
To the Contract**

Employer Name: City of Gallup Account Number: 104008  
Effective/ First Date of Policyholder's Open Enrollment Period for the next Plan Year  
Renewal Date: 10/01/2019 (the "First Open Enrollment Date"): 08/27/19

The Affordable Care Act ("ACA") requires group health plans and/or insurance issuers to create and distribute a Summary of Benefits and Coverage (or alternate format permitted by ACA) (the "SBC"), to participants and beneficiaries in certain specified situations (the "SBC Requirements"). Accordingly, as of the First Open Enrollment Date, Policyholder and Blue Cross and Blue Shield of New Mexico (BCBSNM) allocate SBC responsibilities as follows:

[1]. BCBSNM will create Summary of Benefits & Coverage (SBC)?

- Yes. If yes, please answer question #2.
- No. If No, then the Policyholder acknowledges and agrees that the Policyholder is responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will the BCBSNM have any responsibility or obligation with respect to the SBC. BCBSNM may, but is not required to, monitor Policyholder's performance of its SBC obligations, audit the Policyholder with respect to the SBC, request and receive information, documents and assurances from Policyholder with respect to the SBC, provide its own SBC (or SBC corrections) to participants and beneficiaries, communicate with participants and beneficiaries regarding the SBC, respond to SBC-related inquiries from participants and beneficiaries, and/or take steps to avoid or correct potential violations of applicable laws or regulations. The BCBSNM is not obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Policyholder's contact information. (Skip question #2).

[2]. BCBSNM will distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

- No. BCBSNM will create SBC (only for benefits BCBSNM insures under the Contract) and provide SBC to the Policyholder in electronic format. Policyholder will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.
- Yes. BCBSNM will create SBC (only for benefits BCBSNM insures under the Contract) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically in response to occasional requests received directly from individuals. All other distribution is the responsibility of the Policyholder.

**Policyholder acknowledges and agrees:**

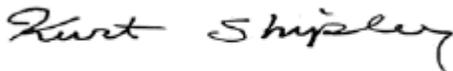
1. BCBSNM's SBC services do not include the creation or distribution of coverage information for benefits it does not insure under the Contract, unless otherwise agreed to in the Contract or this Addendum.
2. Policyholder is responsible for the proper synthesizing of information from its various insurers and administrative service providers it uses for its group health plan (or providing multiple partial SBCs if permitted by law).
3. The Policyholder is responsible for SBC services performed by Policyholder's third party vendors.

4. The Policyholder must review and approve the SBC prior to distribution and is responsible for the content of the SBC. Nothing in this Addendum or in the Contract relieves the Policyholder or its group health plan of their respective legal and regulatory obligations with respect to the SBC.
5. ACA and the SBC regulatory and sub-regulatory guidance (the "Guidance") are new (and subject to change) and the regulatory agencies and industry interpretations thereof are evolving; therefore, BCBSNM's operations shall not be considered to be in breach of this Addendum or the Contract to the extent BCBSNM has worked diligently and in good faith to provide the SBC services, based on a reasonable interpretation of then-current SBC-related ACA provisions and Guidance, in a manner consistent with the SBC Requirements.
6. Policyholder agrees to furnish to BCBSNM in a timely manner all information necessary for the timely distribution of SBCs, including but not limited to names and addresses for: (i) any person currently enrolled in any plan administered or insured by BCBSNM, and (ii) any person the employer tells us is eligible or may become eligible. Policyholder's failure to furnish such information, to agree to an implementation plan or to promptly review/approve SBCs may substantially delay and/or jeopardize BCBSNM's SBC services and BCBSNM is relieved of its SBC obligations.
7. BCBSNM, may, but is not required to, monitor Policyholder's performance of its SBC obligations, audit the Policyholder with respect to the SBC, request and receive information, documents and assurances from Policyholder with respect to the SBC, provide its own SBC (or SBC corrections) to participants and beneficiaries, communicate with participants and beneficiaries regarding the SBC, respond to SBC-related inquiries from participants and beneficiaries, and/or take steps to avoid or correct potential violations of applicable laws or regulations.). Policyholder will notify BCBSNM of any actual or potential non-compliance with the SBC Requirements.
8. Policyholder shall indemnify and hold harmless BCBSNM 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 BCBSNM in connection with the SBC (and Policyholder's or its vendors' distribution of the SBC).

I, the undersigned, a duly authorized representative of the Policyholder, hereby represent that this agreement is true, accurate and complete, and is hereby added to the Contract. Upon the execution by the Policyholder, this agreement will constitute the legally binding and enforceable agreement of the parties.

Blue Cross and Blue Shield of New Mexico, a  
 Division of Health Care Service Corporation, a  
 Mutual Legal Reserve Company ("BCBSNM")

Insert full name of the group as it appears on  
 the Contract ("Policyholder")



By: \_\_\_\_\_

Name: Kurt Shipley \_\_\_\_\_

Title: President of Blue Cross and Blue Shield of  
 New Mexico \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Maryann Ustick \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Date: \_\_\_\_\_