

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)



PRIMARY APPLICATION

To the Insurance Commissioner/Director/Superintendent of **Pennsylvania**.

The undersigned Applicant Company hereby certifies that the classes of insurance as indicated on the Lines of Insurance, Form 3P, are the lines of business which the Applicant Company is applying to transact.

CONTACTS

Authorized Representative Information

Full Legal Name: Tija Hilton-Phillips

Title: Director Regulatory Affairs

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: tija.hilton-phillips@highmark.com

Phone: +1 717-302-3971

Is the authorized representative an employee of the applicant company: No

Financial Information

Full Legal Name: Alison Trbovich

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: alison.trbovich@highmark.com

Phone: +1 412-544-1182

Designee

Full Legal Name: Thomas Fitzpatrick

APPLICATION

Proposed Company

Name: Highmark Care Benefits Inc

Name Approval Proof: Highmark Care Benefits Inc.-PA-Incorporation

Group Code: 812

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

Registered/Statutory Office Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000

Web Address: www.highmark.com

Ultimate Controlling Person and/or Insurance Holding Company System: HIGHMARK GRP

Cover Letter: Ltr to PID re Application for COA. HCB -_

Type of License Applying For: Health

Organizational Type: Other - non-profit non-stock

Form of Organization:

Par Value of Issued Stock:

Surplus as Regards Policyholders:

Country of Domicile:

Date Organized: 7/1/2024

Important Dates & Attachments

Date Incorporated: 7/1/2024

Articles of Incorporation: Highmark Care Benefits Inc.-PA-Incorporation (1)

Date of Bylaws Agreement: 7/9/2024

Bylaws Attachments: 2024-07-09 Highmark Care Benefits Inc. Bylaws

Date of Charter Filing: 6/28/2024

Date of Subscriber Agreement:

Subscriber Agreement:

Power of Attorney:

Operating Agreement:

Partnership Agreement:

Name Registration:

Syndicate Agreement:

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

Organizational Documents:

Other:

Additional Address Information

Administrative Office

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000

Mailing Office

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000

Billing Office

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000

Premium Tax Office

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000

Producer Licensing Office

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000

Rate/Form Office

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000

Consumer Affairs Office

Address: 120 Fifth Avenue, Pittsburgh, Pennsylvania, 15222

Email: n/a

Phone: +1 412-544-7000



November 22, 2024

Ms. Diana L. Sherman
Deputy Insurance Commissioner
Office of Corporate and Financial Regulation
Pennsylvania Insurance Department
1345 Strawberry Square
Harrisburg, PA 17120

In Re: Application for Certificates of Authority for a Nonprofit Hospital Plan and Nonprofit Professional Health Services Plan for Highmark Care Benefits Inc.

Dear Deputy Commissioner Sherman:

As previously discussed with the Pennsylvania Insurance Department (“Department”), Highmark Care Benefits Inc. (the “Company”), a Pennsylvania nonprofit corporation, of which Highmark is the sole Corporate Member, seeks approval for Certificates of Authority to operate as both a nonprofit hospital plan corporation and a nonprofit professional health services plan. The application attached hereto is necessary to create an efficient operating model to react to the changes within the commercial small group market. Highmark offers various small group products to employer group customers. While these products are similar in many ways to other Commercial product lines, there are distinct differences with respect to certain plan features which will allow the Company to be more efficient in contracting, pricing and administering the insurance products being offered. That being the case, Highmark believes that offering small group products through different companies will provide consumers with more choice and a differentiated customer experience.

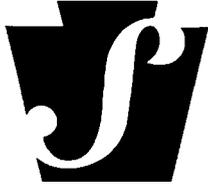
For the reasons stated above, Highmark, as the sole Corporate Member of Highmark Care Benefits Inc. respectfully requests that the Department approve the application for Certificates for Authority for a nonprofit hospital plan and a nonprofit professional health services plan.

In my capacity as President, Highmark Health Plan, and as President, Highmark Care Benefits Inc., I certify that Highmark Care Benefits Inc. will have the necessary administrative, underwriting and financial expertise to manage a nonprofit hospital plan corporation and a nonprofit professional health services plan corporation

Sincerely,

A handwritten signature in blue ink that reads "Thomas A. Doran".

Thomas A. Doran, President
Highmark Health Plan



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

June 28, 2024

Highmark Care Benefits Inc
120 5TH AVE
PITTSBURGH, PA 15222

Entity Name: Highmark Care Benefits Inc
Entity File Date: June 28, 2024
Effective Date: July 1, 2024
Entity Number: 0013889179
Filing Type: Domestic Nonprofit Corporation

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit www.Business.pa.gov to find resources for businesses through all stages of development.

Nonprofit corporations that solicit funds from citizens of the Commonwealth of Pennsylvania for charitable purpose must register as a charitable organization with the Bureau of Corporations and Charitable Organizations of the Department of State, unless exempt from registration requirements. Please see www.dos.pa.gov/BusinessCharities/Charities for more information on registration or contact the Bureau of Corporations and Charitable Organizations at (717) 783-1720 or 1-800-732-0999 within

-FILED-

File #: 0013889179
Date Filed: 6/28/2024
Effective On: 7/1/2024

**ARTICLES OF INCORPORATION
OF
HIGHMARK CARE BENEFITS INC.**

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa. C.S.A. § 5101 et seq., the undersigned, desiring to incorporate a nonprofit corporation, hereby certifies that:

1. Name. The name of the Corporation is Highmark Care Benefits Inc.
2. Registered Office. The address of the Corporation's registered office in the Commonwealth of Pennsylvania is Fifth Avenue Place, 120 Fifth Avenue, Pittsburgh, PA 15222, and the county of venue is Allegheny County.
3. Purpose. The Corporation is incorporated under the Pennsylvania Nonprofit Corporation Law, 15 Pa. C.S.A. § 5101 et seq., for the following purpose or purposes: (i) to engage in the business of maintaining and operating a nonprofit hospital plan and a nonprofit professional health services plan; (ii) to do all things in any way related to or connected with the aforementioned purposes; and (iii) to engage in any lawful act for which corporations may be organized in the Commonwealth of Pennsylvania.
4. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.
5. Term. The term for which the Corporation is to exist is perpetual.
6. Non-Stock Basis. The Corporation is organized upon a non-stock basis.
7. Members. The Corporation shall have members as provided in its Bylaws.
8. Incorporator(s). The name and post office address of the Incorporator is:

Highmark Inc.
Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222

9. Personal Liability Limitations.
 - a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.
 - b. Applicability. The provisions of this Article 9 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article

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9 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 9. Any amendment or repeal of this Article 9 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

10. Indemnification.

a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 10, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 10.

b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 10a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 10a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a

representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 10c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.

d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 10 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 10 or otherwise.

e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 10a, Article 10b or Article 10c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 10 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

g. When Indemnification Not Made. Indemnification pursuant to this Article 10 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

h. Grounds for Indemnification. Indemnification pursuant to this Article 10, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 10 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 10 shall be applicable to all actions, suits or proceedings within the scope of Article 10a, Article 10b or Article 10c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.

i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 10.

j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 10 or otherwise.

k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 10 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.

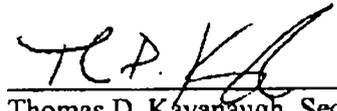
l. Applicability to Predecessor Companies. For purposes of this Article 10, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 10 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 10k.

11. Effective Date.

The specified effective date shall be July 1, 2024.

IN TESTIMONY WHEREOF, the Incorporator has signed these Articles of Incorporation this 26th day of June 2024:

HIGHMARK INC.



Thomas D. Kavanaugh, Secretary

**BYLAWS
OF
HIGHMARK CARE BENEFITS INC.**

(Effective July 9, 2024)

ARTICLE I

Name

1.1 Name. The name of the corporation is Highmark Care Benefits Inc. (the “Corporation”). The Corporation may do business under such other names as may be determined by the Board of Directors.

ARTICLE II

Offices

2.1 Registered Office. The registered office of the Corporation shall at all times be within the Commonwealth of Pennsylvania at such address as may be established by the Board of Directors.

2.2 Business Offices. The Corporation may have business offices at such places permitted by law as the business of the Corporation may require.

ARTICLE III

Members

3.1 Members. The members of the Corporation shall consist of two classes, namely (i) Highmark Inc., a Pennsylvania nonprofit corporation (hereinafter, the "Corporate Member"); and (ii) the persons who from time to time constitute the Board of Directors (such persons in their capacity as members, the “Director Members”). The Corporate Member shall be the sole voting member of the Corporation on all matters other than matters which are the subject of Section 3.3.1. The Director Members shall be nonvoting members except with respect to the matters which are the subject of Section 3.3.1. In all other respects, the Corporate Member shall have all rights, powers and duties afforded it under these Bylaws and applicable law as a “member” as such term is used in Section 5103 of the Pennsylvania Nonprofit Corporation Law of 1988 (15 Pa.C.S.A. § 5101 et seq.), as amended (the “Nonprofit Corporation Law”). A person who ceases to be a director automatically shall cease to be a Director Member.

3.2 Meetings and Actions.

3.2.1 To the extent that, as set forth in these Bylaws, any actions may or are required to be taken by Director Members, Board of Director meetings or actions by consent in lieu of such meetings, as the case may be, shall be deemed to be meetings or actions of the Director Members.

3.2.2 The President of the Corporate Member shall be entitled to vote on behalf of the Corporate Member in accordance with the authority granted to the President of the Corporate Member unless the Corporate Member notifies the Corporation in record form that another officer is authorized to vote on behalf of the Corporate Member.

3.3 Powers.

3.3.1 Powers of Director Members. The sole power and authority of the Director Members, when acting in their capacity as members, shall be to determine the requisites for persons of low income eligible for benefits under the Corporation's health care plans, subject to approval by the Insurance Commissioner of the Commonwealth of Pennsylvania.

3.3.2 Reserved Powers of the Corporate Member. The following rights and powers shall be reserved to the Corporate Member and be exercised in accordance with these Bylaws:

(a) Subject to Section 4.2.1, to determine the number of directors that will comprise the Board of Directors of the Corporation;

(b) Subject to Section 4.3.1, to elect the directors of the Corporation in accordance with applicable law;

(c) To remove any of the directors of the Corporation and to replace any such director for the unexpired portion of his or her term in accordance with applicable law;

(d) To approve the election, re-election and removal of the President;

(e) To amend, revise or restate the Corporation's Articles of Incorporation and Bylaws or to approve any such amendment, revision or restatement which may be proposed by the Board of Directors provided, however, that the Corporate Member shall have no power to amend, revise or restate this Section 3.3.2 (or any provision of the Corporation's Articles of Incorporation to the same effect), and such Section (or corresponding provision of the Articles of Incorporation) may be amended, revised or restated only by the Board of Directors as set forth in Section 12.1 of these Bylaws, subject to approval by the Corporate Member;

(f) To (1) dissolve, divide, convert or liquidate the Corporation, (2) consolidate or merge the Corporation with or into another corporation or entity, (3) approve the Corporation's sale or other disposition of assets, or its acquisition of assets, in any case whether in a single transaction or series of transactions, where the aggregate consideration exceeds three percent (3%) of the Corporation's consolidated total assets;

(g) To approve the annual financial plan and administrative and capital budget of the Corporation, and any amendments thereto or significant variances therefrom;

(h) To approve the selection and appointment of auditors and the fiscal year of the Corporation; and

(i) To give such other approvals and take such other actions as are specifically reserved to members of Pennsylvania nonprofit corporations under the Nonprofit Corporation Law.

Except as otherwise may be required by the Nonprofit Corporation Law, or provided herein, the Corporate Member shall have the right both to initiate and to approve action in furtherance of such reserved powers, as well as the authority to directly bind the Corporation on such matters. Subject to any provision of the Nonprofit Corporation Law or these Bylaws to the contrary, any action in this regard taken by the Corporate Member shall be sufficient to finally approve and adopt such actions, and no action of the Board of Directors or other governing body or officer with respect to such action shall be necessary with respect thereto.

ARTICLE IV

Board of Directors

4.1 Powers and Duties. Subject to Section 3.3 of these Bylaws, all powers of the Corporation shall be vested in the Board of Directors, which shall have charge, control and management of the property, business, affairs and funds of the Corporation and shall have the power and authority to perform all necessary and appropriate functions not otherwise inconsistent with these Bylaws, the Articles of Incorporation or applicable law. Subject to Section 3.3 of these Bylaws, and without limiting the generality of the foregoing and except as otherwise may be provided in these Bylaws, the Board of Directors shall have full power and the duty:

4.1.1 To set policies and provide for carrying out the purposes of the Corporation;

4.1.2 To make rules and regulations for its own governance and for the governance of the committees appointed by the Board of Directors as provided herein; and

4.1.3 To adopt and amend from time to time such rules and regulations for the conduct of the business of the Corporation as may be appropriate or desirable.

4.2 Number/Qualifications.

4.2.1 The Board of Directors shall consist of such number of persons as the Corporate Member may determine, but in no case less than twenty-one (21) or more than thirty-six (36).

4.2.2 No individual may be elected to the Board of Directors unless the individual is eligible to serve on the Board of Directors pursuant to applicable law, the Articles of Incorporation and these Bylaws. Each director shall be a natural person of at least eighteen (18) years of age and a resident of the Commonwealth of Pennsylvania.

4.2.3 At no time shall the Board of Directors be less than 50% subscribers who have coverage under contracts issued by the Corporation and who are generally representative of broad segments of subscribers covered under contracts issued by the Corporation, whose background and experience indicate that they are qualified to act in the interests of such subscribers and who (or whose spouse) does not derive substantial income from the delivery or administration of health care.

4.2.4 The directors shall be divided equally into three (3) classes so that one-third (1/3) of the aggregate number of directors (or as close as practicable to one-third depending on the aggregate number of Directors) may be chosen each year.

4.2.5 At least a majority of the directors shall be persons whom the Board of Directors has determined are “independent directors” within the meaning of such term as defined in the listing requirements of the New York Stock Exchange or such other requirements as the Board of Directors may approve. Notwithstanding the previous sentence, considering the unique relationship of the Corporation with providers of health care, a person’s status as a health service doctor (as defined in 40 Pa.C.S.A. § 6302(a)) (each such person, a “**Health Service Doctor**”) in and of itself shall not cause such person to be considered to be lacking independence. No director shall be an officer or employee of the Corporation or any entity controlled by the Corporation.

4.2.6 Any person who is, or ever has been, subject to an order of a court or the Securities and Exchange Commission prohibiting such person from acting as an officer or director of a public company shall not be eligible to serve as a director.

4.2.7 Not less than one-third (1/3) of the directors of the Corporation shall be persons who are not officers or employees of the Corporation or of any entity controlling, controlled by or under common control with the Corporation and who are not beneficial owners of a controlling interest in the voting stock of any such entity.

4.3 Election and Term.

4.3.1 Except as provided in Section 4.4, directors shall be elected by the Corporate Member.

4.3.2 All directors shall serve for terms of three (3) years or until their successors are elected and have qualified.

4.3.3 The Board of Directors shall elect from among the directors an individual to serve as Chairperson of the Board. The Chairperson shall not be an officer or employee of the Corporation. The Chairperson shall preside at all meetings of the Board of Directors and shall perform all duties incident to the office of Chairperson of the Board and such other duties as may be prescribed by the Board of Directors.

4.3.4 The Board of Directors may elect from among the directors a Vice Chairperson of the Board. The Vice Chairperson shall not be an officer or employee of the Corporation. The Vice Chairperson shall perform the duties of the office of Chairperson of the Board in the absence of the Chairperson of the Board and such other duties as may be prescribed by the Board of Directors.

4.4 Vacancies. Any vacancy in the Board of Directors caused by the death, resignation or removal of a director or a director ceasing to qualify to serve as a director prior to the expiration of that director's term and occurring in the interim between annual meetings of the Corporate Member may be filled by an individual elected by the Board of Directors, subject to the approval of the Corporate Member, or by the Corporate Member. The director so elected shall serve the remaining unexpired term of the director so replaced or until his or her earlier death, resignation or removal or ceasing to qualify to serve as a director.

4.5 Meetings.

4.5.1 Annual Meetings. The annual organizational meeting of the Board of Directors for, among other purposes, the election of officers shall be held during the month of July of each year or such other date as the Board of Directors may determine, at such time and place as shall be determined by the Board of Directors, without further notice than the resolution setting such date, time and place.

4.5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held not less than four (4) times a year, each at such date, time and place as shall be determined by the Board of Directors, without further notice than the resolution setting such date, time and place.

4.5.3 Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairperson of the Board, the President, one-third (1/3) of the members of the Board of Directors, or the President of the Corporate Member, the date, time and place of each such meeting to be designated in the notice calling the meeting. Notice of any special meeting of the Board of Directors shall be given at least forty-eight (48) hours prior thereto and shall state the general nature of the business to be transacted.

4.5.4 Adjournment. When a meeting of the Board of Directors is adjourned, it shall not be necessary to give any notice of the adjourned meeting or the business to be transacted at the adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

4.5.5 Quorum and Voting. Directors constituting a majority of the directors in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that at least one (1) such director shall be a person who is not an officer or employee of the Corporation or of any entity, controlling, controlled by or under common control with the Corporation and who is not a beneficial owner of a controlling interest in the voting stock of any such entity. Each director shall be entitled to one vote on any matter submitted to a vote of the Board of Directors, and action by the Board of Directors on any matter shall require the affirmative vote of a majority of the directors in office unless a greater proportion of affirmative votes is required by applicable law, the Articles of Incorporation or these Bylaws.

4.5.6 Use of Electronic Technology. Except as the Board of Directors otherwise may determine, one or more persons may participate in a meeting of the Board of Directors or of any committee thereof by means of conference telephone or other electronic technology by means of which all persons participating in the meeting can hear and be heard by each other. Participation in a meeting in such manner shall constitute presence in person at the meeting.

4.5.7 Action by Consent. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent or consents to the action in record form are signed by all of the directors in office and filed with the Secretary.

4.6 Resignation/Removal.

4.6.1 Resignation. Any director may resign his or her office at any time upon notice in record form to the Corporation. The resignation shall be effective upon its receipt by the Corporation or at a subsequent time specified in the notice of resignation. Any director who ceases to meet the eligibility requirements contained in applicable law or in these Bylaws to serve as a director forthwith shall resign his or her office, such resignation to be made in record form and to take effect immediately.

4.6.2 Removal. Any director may be removed, with or without cause, either (a) by the affirmative vote of at least two-thirds (2/3) of the directors in office taken at any regular or special meeting, provided that each director has been given at least ten (10) days written notice that such action is to be considered at such meeting or (b) by action of the Corporate Member.

4.6.3 Mandatory Offer of Resignation for Retirement or Change in Employment Circumstances. Any director who retires from active employment or whose employment circumstances change materially from those in effect at the time of his or her election or re-election as a director shall submit promptly to the chairperson of the Corporate Governance and Nominating Committee an offer of resignation from the Board of Directors. Such resignation shall not be effective unless and until accepted by the Board of Directors. The chairperson of the Corporate Governance and Nominating Committee shall cause such offer of resignation to be considered by the Corporate Governance and Nominating Committee and a recommendation to be made to the Board of Directors as soon as practicable concerning the advisability of accepting such resignation.

4.6.4 Effect of Repeated Absences from Meetings. If a director shall be absent from four (4) consecutive meetings of the Board of Directors, including regular meetings and special meetings duly called, the Board of Directors may, in its discretion, declare the office of such director vacated, and a successor shall be elected as provided in these Bylaws.

4.7 Conflict of Interest.

4.7.1 Related Party Transactions. No contract or transaction between the Corporation and one or more of its directors, officers or employees, or between the Corporation and any other corporation, partnership, joint venture, trust or other enterprise in which one or more of the Corporation's directors, officers or employees are directors, officers or employees or have a financial interest, shall be void or voidable solely for such reason, or solely because such director, officer or employee is present at or participates in the meeting of the Board of Directors which authorizes such contract or transaction, or solely because any such person's vote is counted for such purpose, if the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors even though the disinterested directors are less than a quorum.

4.7.2 Determination of Quorum. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes a contract or transaction specified in Section 4.7.1.

4.7.3 No Improper Influence. In no event shall a director vote on or otherwise use his or her position as a director to influence any matter on which he or she has a conflict of interest, including, without limitation, on any matter involving payment made or to be made to him or her, directly or indirectly, for the provision of health care services; provided, however, that any director may vote on matters that affect providers of health care services in general.

4.8 Limitation of Liability. A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless (a) the director has breached or failed to perform the duties of the director's office as set forth in the Nonprofit Corporation Law; and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The preceding provisions of this Section 4.8 shall not apply to (x) the responsibility or liability of a director pursuant to any criminal statute; or (y) the liability of a director for the payment of taxes pursuant to federal, state or local law. The provisions of this Section 4.8 shall be deemed to be a contract with each director who serves as such at any time while this Section 4.8 is in effect, and each such director shall be deemed to be so serving in reliance on the provisions of this Section 4.8. Any repeal or modification of this Section 4.8 shall be prospective only and shall not affect, to the detriment of any director, any limitation on the personal liability of a director existing at the time of such repeal or modification.

4.9 Compensation. The Corporate Member may determine the compensation of directors for their services as directors, committees of the Board of Directors or otherwise, and also may determine the compensation of persons who are not directors who serve on any committees established by the Board of Directors.

ARTICLE V

Officers

5.1 Principal Officers; Election. The principal officers of the Corporation shall be a President, a Treasurer and a Secretary, each of whom shall be elected by the Board of Directors, and such other officers as the Board of Directors may elect, which may include one or more Senior or Corporate Vice Presidents, and one or more Assistant Treasurers or Assistant Secretaries. Each such officer shall hold office for a term of one (1) year (or such other term as the Board shall determine for any office from time to time) and until his or her successor has been selected and qualified or until his or her earlier death, resignation or removal. Any number of offices may be held by the same person.

5.1.1 Other Officers. The President may appoint Vice Presidents (including Executive, Senior and Corporate Vice Presidents), Assistant Treasurers or Assistant Secretaries who have not been elected by the Board of Directors and such other officers or agents of the Corporation as he or she determines to be appropriate, who shall hold their offices subject to the discretion of the President.

5.1.2 President. The President shall be responsible for the general and active management of the business and affairs of the Corporation and shall exercise general supervision and authority over all of its agents and employees and shall perform all duties incident to the office of President and such other duties as may be assigned by the Board of Directors. The President shall supervise the implementation of all policies, orders and resolutions of the Board of Directors and shall execute all contracts and agreements authorized by the Board of Directors, except that he or she may delegate to other officers of the Corporation the power to execute contracts in the ordinary course of business or as otherwise may be authorized by the Board of Directors.

5.1.3 Vice Presidents. Each Vice President shall perform such duties as may be assigned by the President or the Board of Directors.

5.1.4 Treasurer. The Treasurer shall, in accordance with the policies of the Board of Directors and under the direction of the President, have general charge and custody of and be responsible for all funds and securities of the Corporation, and shall make such reports in such form and manner as the President or the Board of Directors may direct. The Treasurer shall receive and give receipts for monies due and payable to the Corporation and deposit such monies in the name of the Corporation in such banks, trust companies or other depositories as may be selected in accordance with the provisions of these Bylaws. The Treasurer shall keep account of such receipts and deposits and approve expenditures of the Corporation and shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the President or the Board of Directors.

5.1.5 Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and its committees in one or more books provided for that purpose, shall notify members of the Board of Directors of their election, shall see that all notices are duly given in accordance with the provisions of these Bylaws, shall be custodian of the corporate records and of the seal of the Corporation, and shall see that the seal of the Corporation is affixed, when necessary, to all instruments and documents the execution of which has been authorized by the Board of Directors or a committee thereof, shall keep a record of the address of each director, and shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or the Board of Directors. In the absence of the Secretary or in the event of his or her inability to act, the Chairperson of the Board shall appoint an individual to discharge the duties of the Secretary.

5.1.6 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers shall perform such duties as may be assigned by the Secretary or the Treasurer, respectively, or by the President, as appropriate, or the Board of Directors.

5.2 Removal of Officers. Any officer of the Corporation may be removed, with or without cause, by the Board of Directors. Any officer appointed by the President may be removed, with or without cause, by the President.

5.3. Bonds. The Board of Directors may require any officer to give bond and security in such sum and with such surety or sureties as the Board of Directors may determine.

ARTICLE VI

Committees

6.1 Audit, Nomination and Evaluation Committees. The Board, by the affirmative vote of the majority of the entire Board, shall appoint from among its members an Audit, Nomination and Evaluation Committee and may appoint such other committees as it may deem necessary. Each member of each such committee shall continue in office at the pleasure of the Board or until he or she shall cease to be a Director.

Except for the Audit, Nomination and Evaluation Committee, which shall be comprised solely of independent directors who are not officers or employees of the Corporation or of any entity controlling, controlled by or under common control with the Corporation, not less than one-third (1/3) of the members of any committee shall consist of independent directors, at least one of whom shall be present to constitute a quorum for the transaction of business. The presence, at any meeting of a committee, of a majority of its members then in office, at least one of whom is an independent director, shall constitute a quorum for the transaction of business; however in no case shall a quorum consist of less than three (3) Directors. A majority of such quorum may decide any questions that may come before such meeting. Any one or more members of a committee may participate in a meeting of such committee by means of a conference telephone or electronic technology by means of which all person participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. So far as permitted by law, any action required or permitted to be taken at any meeting of any committee appointed and established by the Board may be taken without a meeting if, prior or subsequent to the actions, a consent in record form setting forth such action acted on by all members of such committee entitled to vote thereon and such consent is filed with the records of the Corporation.

Notwithstanding the foregoing, or anything to the contrary set forth herein, the Board of Directors shall not be required to appoint an Audit, Nomination and Evaluation Committee at any time if at such time the person controlling the corporation is an insurer having a board of directors and committees thereof which meet the requirements of 1405(c)(3), (4) and (4.1) of the Pennsylvania Insurance Company Law and such committee or committees shall be charged with performing the responsibilities otherwise to be performed by the Audit, Nomination and Evaluation Committee as set forth herein. If at any time a committee or committees of the person controlling the corporation shall be performing the functions of the Audit, Nomination and Evaluation Committee as contemplated by the preceding sentence, all references herein to the Audit, Nomination and Evaluation Committee shall be deemed to be references to the applicable committee or committees of such other person.

ARTICLE VII

Medical Review Committee

7.1 General.

7.1.1 All matters, disputes or controversies relating to the professional health services (as defined in 40 Pa.C.S.A. § 6302(a)) rendered by Health Service Doctors to subscribers who have coverage under contracts issued by the Corporation, and any questions involving the professional ethics of such persons, shall be considered and determined exclusively by the committee established pursuant to this Article VII in accordance with the requirements of 40 Pa.C.S.A. § 6324(c) (the “Medical Review Committee”) to provide a fair and impartial forum for resolution of all matters, disputes and controversies relating to professional health services and all questions involving professional ethics.

7.1.2 The Medical Review Committee also shall provide a fair and impartial forum to consider and determine any other matters, disputes or controversies which may be submitted to it as set forth in these Bylaws or as may be provided in any written agreement between the Corporation or any one or more entities controlled by the Corporation and any Health Service Doctor or other provider of health care services (all such persons collectively, “Providers”).

7.1.3 The Medical Review Committee shall operate independently of the Corporation, and the Board of Directors shall have no authority over the decisions of the Medical Review Committee. Except as otherwise provided in Section 7.7 or in any agreement with a Provider, all decisions of the Medical Review Committee shall be final and binding upon all parties to any matter, dispute or controversy submitted to it.

7.1.4 The Corporation shall, at its expense, provide reasonable resources to the Medical Review Committee to discharge its duties under these Bylaws.

7.2 Medical Review Committee Selection Committee.

7.2.1 The members of the Medical Review Committee, who must satisfy the requirements set forth in Section 7.3, shall be appointed and may be removed as provided in this Article VII by the Medical Review Committee Selection Committee (the “Selection Committee”).

7.2.2 The Selection Committee shall consist of at least five (5) persons, a majority of whom shall be Health Service Doctors, and the balance of whom shall be subscribers who are not Health Service Doctors and who have coverage under contracts issued by the Corporation or an entity controlled by the Corporation. All Health Service Doctors who are members of the Selection Committee shall be parties to one or more professional provider contracts with the Corporation.

7.2.3 No member of the Selection Committee may be a director, officer or employee of the Corporation or of any entity controlling, controlled by or under common control with the Corporation, nor may any such person have served on the Medical Review Committee during any part of the two (2) year period immediately prior to his or her appointment to the Selection Committee.

7.2.4 The members of the Selection Committee shall be appointed by the Chairperson of the Board, and each shall hold office for a term of two (2) years.

7.3 Appointment of Medical Review Committee Members; Term; Removal. The Medical Review Committee shall consist of at least eight (8) persons who meet the criteria set forth in this Section. Any person may submit to the Selection Committee names of prospective Medical Review Committee members; provided, however, that the Selection Committee shall not be bound to appoint any person whose name is so submitted. The Selection Committee shall make appointments to the Medical Review Committee using the following criteria:

7.3.1 A majority of the members of the Medical Review Committee shall be Health Service Doctors, and the balance shall be subscribers who are not Health Service Doctors and who have coverage under contracts issued by the Corporation or an entity controlled by the Corporation. At least seventy-five percent (75%) of the Health Service Doctors who are members of the Medical Review Committee shall be medical doctors or doctors of osteopathy.

7.3.2 All Health Service Doctors who are members of the Medical Review Committee shall be parties to one or more professional provider contracts with the Corporation.

7.3.3 No member of the Medical Review Committee shall be a director, officer or employee of the Corporation or of any entity controlling, controlled by or under common control with the Corporation.

7.3.4 At least two-thirds (2/3) of the members of the Medical Review Committee shall have no relationship with the Corporation or any entity controlled by the Corporation, other than as Health Service Doctors who submit claims in the ordinary course of business or as subscribers.

7.3.5 No member of the Medical Review Committee shall have any conflict of interest that would prevent him or her from rendering a fair and impartial decision in matters, disputes or controversies between the Corporation, or, if applicable, any entity controlled by the Corporation, and a Provider; provided, however, that a member may be recused from individual matters, disputes or controversies in the event of any specific conflict of interest with respect thereto.

7.3.6 No Health Service Doctor who is a member of the Medical Review Committee shall have any history of (a) material adverse utilization or claims coding determinations by the Medical Review Committee, or (b) material repayments to the Corporation or any entity controlled by the Corporation resulting from utilization or claims coding reviews.

7.3.7 The Health Service Doctors who are members of the Medical Review Committee shall be broadly representative of the various specialties whose professional health services generally are covered under contracts issued by the Corporation.

7.3.8 Members of the Medical Review Committee must be willing to commit to regular attendance at committee meetings and to devoting adequate time to committee business to permit them to fully understand the committee's work and to give full and fair consideration to all matters coming before the committee.

7.3.9 Each member of the Medical Review Committee shall be appointed for a term of two (2) years and may be removed during his or her term only for cause as determined by the Selection Committee, including, but not limited to, failure to regularly attend committee meetings or to devote adequate attention to committee work.

7.3.10 The Selection Committee shall consider the need for continuity and orderly rotation of members when making appointments or reappointments to the Medical Review Committee.

7.4 Officers of the Medical Review Committee. The Medical Review Committee shall have three officers: a chairperson, a vice chairperson and a secretary, selected as follows:

7.4.1 The Selection Committee shall appoint a chairperson of the Medical Review Committee. The chairperson shall be a member of the Medical Review Committee and shall preside at all meetings of the Medical Review Committee, but shall not vote in any matter being considered by the Medical Review Committee except when necessary to break a tie.

7.4.2 The Selection Committee shall appoint a vice chairperson of the Medical Review Committee. The vice chairperson shall be a member of the Medical Review Committee and preside at meetings of the Medical Review Committee in the chairperson's absence and, when serving in such capacity, shall vote only when necessary to break a tie. The vice chairperson shall also perform such other duties as the chairperson may assign.

7.4.3 The Corporation shall provide one of its employees to serve as secretary for the Medical Review Committee. The secretary's role shall be solely that of administrator, and not that of a member of the Medical Review Committee. The secretary shall keep the minutes of the Medical Review Committee meetings and perform the duties enumerated in Section 7.6 and such other duties as the committee may assign.

7.5 Submission of Matters to the Medical Review Committee. All matters, disputes or controversies relating to professional health services and questions involving professional ethics referred to in Section 7.1 or otherwise required to be considered and determined by the Medical Review Committee shall be submitted in record form to the secretary of the Medical Review Committee. Either the Corporation or a Provider may submit a matter, dispute or controversy relating to professional health services or a question involving professional ethics for consideration and determination.

7.6 Medical Review Committee Proceedings.

7.6.1 The Medical Review Committee shall maintain written procedural guidelines to assure that each Provider receives full, fair and impartial consideration of any matter, dispute, controversy or question presented to the Medical Review Committee.

7.6.2 Only the Health Service Doctors who are members of the Medical Review Committee may vote on any matter brought before the committee.

7.6.3 One-third (1/3) of the voting members of the Medical Review Committee shall constitute a quorum for the transaction of business, and the acts of a majority of voting members of the committee present at a meeting at which a quorum is present shall constitute the

acts of the committee.

7.6.4 In considering any matter, dispute or controversy relating to professional health services or any question involving professional ethics brought before it, the Medical Review Committee shall have authority to take any one or more of the following actions (subject to any binding contractual prohibitions or restrictions agreed to in writing by the Corporation or, if applicable, any entity controlled by the Corporation):

(a) Make a referral to any appropriate committee, board or division of any applicable state or local professional society;

(b) Make a referral to an appropriate law enforcement officer or agency of any applicable federal, state or local government if the Medical Review Committee has probable cause to believe that a Provider secured payment for services performed on the basis of material false information submitted with the intention of defrauding the recipient(s);

(c) Make a referral to the applicable state professional licensure board of a Provider;

(d) Render a determination that the Corporation or, if applicable, one or more entities controlled by the Corporation is or is not entitled, in whole or in part, to a refund of fees paid to a Provider;

(e) Render a determination that authorizes the Corporation or one or more entities controlled by the Corporation to collect any refund by withholding future payments due to a Provider; or

(f) Render any such other determination or take any such other action as may be necessary or appropriate.

7.6.5 If a particular matter, dispute or controversy relating to professional health services or a particular question involving professional ethics includes any actual or alleged action or failure to act which would justify denying a Health Service Doctor registration with the Corporation pursuant to 40 Pa.C.S.A. § 6324(a), or the suspension or termination of such registration, the Corporation may request that a hearing be held by the Medical Review Committee in accordance with Section 7.7 to consider such registration status. Such action or failure to act may include by way of example and not limitation:

(a) Violation of the Health Service Doctor's professional provider contract with the Corporation or any regulations of the Corporation for participating providers; or

(b) Violation of any statute with which the Corporation or the Provider is required to comply.

7.7 Proceedings Involving Status of Registered Health Service Doctor.

7.7.1 The procedures set forth in this Section 7.7 apply in all cases where the Corporation has requested pursuant to Section 7.6.5 that a hearing of the Medical Review Committee be held to determine the status of an individual as a registered Health Service Doctor.

In any such case, the Corporation shall prepare an appropriate complaint setting forth the allegations against the individual.

7.7.2 The chairperson of the Medical Review Committee promptly shall fix a time, date and place for such hearing of the Medical Review Committee. The applicable Health Service Doctor shall be given at least thirty (30) days written notice by the secretary of the Medical Review Committee of the date, time and place of such hearing and shall be furnished with a copy of the complaint.

7.7.3 The Health Service Doctor shall be allowed to file a written answer to the complaint, provided such answer is filed with the secretary of the Medical Review Committee at least ten (10) days prior to the hearing. At the hearing, such witnesses may be heard and such evidence may be received as is deemed by the Medical Review Committee to be relevant and of reasonable probative value; provided, however, that formal rules of evidence or procedure need not be followed. The Health Service Doctor shall be afforded a reasonable opportunity to be heard before the Medical Review Committee, either in person or by counsel, and to produce evidence and witnesses at such hearing. All testimony shall be recorded and a complete record shall be kept of the hearing.

7.7.4 Promptly following the hearing, the Medical Review Committee shall take whatever action it deems appropriate, based on the evidence and testimony produced at the hearing. If such action involves either the denial of registration as a Health Service Doctor with the Corporation or the suspension or termination of such registration, the matter shall be referred promptly to the Secretary of the Commonwealth of Pennsylvania Department of Health for approval or for such other action as said Secretary of Health may deem appropriate.

7.8 Other Appeals.

7.8.1 The Medical Review Committee also shall serve as the final and binding appeal body for any Provider whose registration as a preferred or similar provider pursuant to any other professional provider contract of the Corporation or, if applicable, one or more entities controlled by the Corporation is rejected, suspended or terminated by the Corporation or such other entity.

7.8.2 Any such Provider may appeal such decision by a written submission to the secretary of the Medical Review Committee. The appealing Provider shall be entitled to appear before the Medical Review Committee and to present evidence or argument, but the hearing will not be recorded and the committee's decision will not be referred to the Secretary of the Commonwealth of Pennsylvania Department of Health for approval.

7.8.3 In connection with any such appeal, the Medical Review Committee may consider any:

(a) Violation of the Provider's agreement(s) with the Corporation or any entity controlled by the Corporation to render health care services or supplies to subscribers;

(b) Violation of any statute with which the Corporation or the Provider is required to comply;

(c) Violation of any of the regulations or requirements referenced in the Provider's agreement(s) with the Corporation or any entity controlled by the Corporation with which the Provider is required to comply; or

(d) Refusal to adhere to the billing, payment or service benefit provisions of any contract issued by the Corporation or any entity controlled by the Corporation which utilizes the applicable professional provider network in which the Provider has agreed to participate.

7.9 Compensation. Members of the Medical Review Committee and the Selection Committee shall be entitled to be reimbursed for their reasonable expenses incurred in connection with attendance at meetings of the Medical Review Committee or the Selection Committee, as the case may be, and such other compensation for their services as may be determined by the Board of Directors.

ARTICLE VIII

Indemnification of Directors, Officers and Others

8.1 Right to Indemnification – General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding) arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article VIII, shall mean any director, officer or employee, including any employee who is a medical doctor, lawyer or other licensed professional, or any committee created by or pursuant to these Bylaws, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article VIII.

8.2 Right to Indemnification - Third Party Actions. Without limiting the generality of Section 8.1, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably

believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

8.3 Right to Indemnification - Derivative Actions. Without limiting the generality of Section 8.1, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Section 8.3 in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.

8.4 Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article VIII shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article VIII or otherwise.

8.5 Procedure for Effecting Indemnification. Unless ordered by a court, any indemnification under Section 8.1, Section 8.2 or Section 8.3 shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made:

8.5.1 By the Board of Directors by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding.

8.5.2 If such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

8.5.3 By the Corporate Member.

8.6 Indemnification not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of these Bylaws, agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding

such office shall continue as to a person who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

8.7 When Indemnification Not Made. Indemnification pursuant to this Article VIII shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

8.8 Grounds for Indemnification. Indemnification pursuant to this Article VIII, under any other provision of these Bylaws, agreement, vote of directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article VIII and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article VIII shall be applicable to all actions, suits or proceedings within the scope of Section 8.1, Section 8.2 or Section 8.3, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.

8.9 Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VIII.

8.10 Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article VIII or otherwise.

8.11 Status of Rights of Indemnitees. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall (i) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while such Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of such Article), and (ii) continue as to a person who has ceased to be a representative of the Corporation.

8.12 Applicability to Predecessor Companies. For purposes of this Article VIII, references to the "Corporation" includes all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any such corporation, entity or affiliate, so that any person who was a member, director, officer, employee, agent or other representative of such a corporation, entity or affiliate or served as a member, director, officer, employee, agent or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article VIII with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and

employee of each predecessor to the Corporation shall have the same contract rights as are afforded to directors, officers and employees of the Corporation pursuant to Section 8.11.

ARTICLE IX

Contracts, Loans, Checks and Deposits

9.1 Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute or deliver any agreement or instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

9.2 Loans. The Board of Directors may authorize the borrowing by the Corporation of such sum or sums of money as the Board of Directors may deem advisable, and to mortgage or pledge any or all of the real or personal property and any or all of the other available assets of the Corporation in order to secure the payment of the principal amount of any such borrowing and the interest thereon and any and all such other amounts as may become due on account thereof.

9.3 Checks. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness shall be issued in the name of the Corporation and shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as from time to time shall be determined by the Board of Directors.

9.4 Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may approve.

ARTICLE X

Notice and Conduct of Meetings

10.1 Notice. Except as otherwise provided in these Bylaws, any notice required to be given to any person under the provisions of any statute or the Articles of Incorporation or these Bylaws shall be given to the person either personally or by sending a copy thereof (a) by first class or express mail, postage prepaid, or courier service, charges prepaid, to the person's postal address appearing on the books of the Corporation or, in the case of directors, supplied by the director to the Corporation for the purpose of notice, or (b) by facsimile transmission, e-mail or other electronic communication to the person's facsimile number or address for e-mail or other electronic communications supplied by the person to the Corporation for the purpose of notice.

10.2 Written Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute or the Articles of Incorporation or these Bylaws, a waiver thereof that is filed with the Secretary in record form, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.3 Waiver of Notice by Attendance. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting except when a person attends the meeting for the

express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

10.4 Procedure. All meetings of the Board of Directors, the committees thereof shall be conducted in an orderly manner with a view to affording full and fair discussion of the matters properly before such meetings.

ARTICLE XI

Miscellaneous

11.1 No Contract Rights. Except as specifically set forth in Sections 4.8, 8.3 and 8.4, no provision of these Bylaws shall vest any property or contract right in any person.

11.2 Corporate Seal. The Board of Directors shall prescribe the form of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation.

11.3 Fiscal Year. The fiscal year of the Corporation shall end on such day as shall be fixed by the Board of Directors, subject to approval by the Corporate Member.

ARTICLE XII

Amendments

12.1 Amendments. These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, by (a) proposal by the Board of Directors at any meeting of the Board of Directors, subject to approval by the Corporate Member, by the vote of not less than seventy-five percent (75%) of the directors present, but not less than a majority of the directors in office, at any such meeting, provided that notice of any proposed amendment or a summary thereof shall have been given to each director not less than ten (10) days prior to the date of the meeting, or (b) except as set forth in Section 3.3.2(e), by the Corporate Member.

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)



PRIMARY APPLICATION – APPLYING FOR LINES OF BUSINESS

Accident and Health (40 P.S. § 382(a)(2)) (Notes 1 and 2)

Proposed Applicant Company Name: Highmark Care Benefits Inc
 FEIN: 99-4254510
 Tracking Number: 1000253 (Original Submission)



PRIMARY APPLICATION – MANAGEMENT INFORMATION

Management Role	Full Legal Name	Title	UCP	Owner %	Bio / Disclaimer	Fingerprints
Director	David Lynn Holmberg	Director			2024 10 17 D. Holmberg HMKH NAIC Biographical Affidavit and Addenda	
Director	Joseph Clinton Guyaux	Director			2024 10 18 J. Guyaux HMKH NAIC Bio and Addenda	
Director	Lynn Mckee	Director			2024 07 24 L. McKee HMK NAIC Biographical Affidavit	
Director	Steven Murray Hoffman	Director			2024 06 03 S. Hoffman HMK NAIC Bio and Addenda Executed	
Director	Gina Glark	Director			2024 08 05 G. Clark HMK NAIC Biographical Affidavit	
Director	Gregory B. Jordan	Director			2024 10 28 G. Jordan HMKH NAIC Biographical Affidavit and Addenda	
Director	Karen L. Hanlon	Director			2024 10 29 K. Hanlon HMKH NAIC Biographical Affidavit and Addenda	
Officer	Thomas Anthony Doran	President			2024 06 25 T. Doran BCIC Affidavit and Addenda	
Officer	Carleton Kellogg Daley	Treasurer			2024 10 21 C. Daley HMKH NAIC Biographical Affidavit and Addenda	

Section	Description	Document Name	Note
4	Management Info	Name - Biographical Affidavit and Addenda	Full Redaction

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

Attachments: 

Section	Description	Document Name	Note
5	DTE Ratio	Debt_to_Equity_Ratio	Full Redaction
5	DTE Ratio	Q2-Highmark Inc. Audit Report 2023 Final (Signed)	Full Redaction
5	DTE Ratio	Q3-Tangible Net Worth	Full Redaction
5	DTE Ratio	Q5-Primary App-Debt to Equity	Full Redaction
5	DTE Ratio	Q6-Primary App-Debt to Equity	Full Redaction
5	DTE Ratio	Q7-Primary App-Debt to Equity	Full Redaction

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)



PRIMARY APPLICATION – HOLDING COMPANY QUESTIONNAIRE

1.

- A. Attach and make a part hereof an affidavit by an executive officer of the Applicant Company who knows the facts listing the principal owners (10% or more of the outstanding shares) of such holding corporation by name and residence address, business occupation and business affiliations.

Explanation: n/a

Attachments:

- B. Attach the following: Holding Company Files such as 10 Q, Ultimate Controlling party information (HCA Filing or the Annual Form B registration statement or Form F), SEC Filings, Consolidated GAAP Financial Statement, CPA Audit Report.

Attachments: [REDACTED]

- 2. Is the Applicant Company owned, operated or controlled, directly or indirectly, by any other state or province, district, territory or nation or any governmental subdivision or agency?

Answer: No

Explanation:

Attachments:

- 3. Has any person who is presently an officer or director of Applicant Company or an individual who directly or indirectly controls 10% or more of the Applicant Company;

- A. Been convicted on, or pleaded guilty or nolo contendere to, an indictment or information in any jurisdiction charging a felony for theft, larceny or mail fraud or, of violating any corporate securities statute or any insurance statute?

Answer: No

- B. Presently engaged in a dispute with any state of federal regulatory agency?

Answer: Yes

Proposed Applicant Company Name: Highmark Care Benefits Inc

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Tracking Number: 1000253 (Original Submission)

C. A plaintiff or defendant in any legal action other than one arising out of policy claims?

Answer: No

Explanation: see attachment NAIC questionnaire 3A

Attachments: SEPA Entities - NAIC Questionnaire 3.A..docx

4. If a parent, subsidiary and/or affiliated insurer is admitted for the classes of insurance requested in the pending application, please differentiate the products and/or markets of the Applicant Company from those of the admitted insurer(s).

Explanation: Highmark offers various small group products to employer group customers. While these products are similar in many ways to other Commercial product lines, there are distinct differences with respect to certain plan features which will allow the Company to be more efficient in contracting, pricing and administering the insurance products being offered.

Attachments:

5. Is the Applicant Company a member of a group of companies that shares any of the following:

A. Common facilities with another company or companies

Answer: Yes

B. Services (e.g. accounting personnel for financial statement preparation)

Answer: Yes

C. Or, is a party to a tax allocation agreement in common with another company.

Answer: Yes

Explanation: The Applicant Company will contract with affiliates to receive the necessary services to support the Applicant's business operations upon receipt of Certificate of Authority and the requisite Pennsylvania Insurance Department approval of the required agreement, joinders to which are included with this submission and itemized as follows: • Administrative Services Agreement • Federal and State Tax Allocation Agreement • Investment Management Agreement

Attachments: Highmark Org Chart 240930, [REDACTED]

Section	Description	Document Name	Note
8	Holding Co. Questionnaire	Holding_Co_Questionnaire	Full Redaction
8	Holding Co. Questionnaire	Q1B-Highmark Inc. STAT 2023 Audit	Full Redaction
8	Holding Co. Questionnaire	Q1B-PA Forms C and B 2024 w Exhibits	Full Redaction
8	Holding Co. Questionnaire	Q3-SEPA Entities - NAIC Questionnaire 3.A.	Full Redaction
8	Holding Co. Questionnaire	Q5-HAH_HCB Joinder to Multi Affiliate ASA	Full Redaction
8	Holding Co. Questionnaire	Q5-HMKH_HAH Investment Mgmt Agmt_Draft	Full Redaction
8	Holding Co. Questionnaire	Q5-State Tax Allocation Joinder HAH_HCB_	Full Redaction

Highmark Inc.

Response to NAIC UCAA Holding Company Questionnaire No.3.A.

Highmark Inc. and/or its predecessor corporations have entered into Consent Orders or similar agreements in connection with matters related to alleged insurance statute or other violations:

On February 14, 2024, Highmark Inc. and the Pennsylvania Insurance Department (the "Department") entered into a Consent Order resolving findings made by the Department following a PID following a limited scope desk examination that revealed certain violations of insurance laws in connection with representations made in member benefit booklets regarding auto-enrollment in a specialty drug assistance program known as "Co-Pay Armor." Under the terms of the Consent Order, Highmark agreed to cease and desist representing that enrollment in Co-Pay Armor was voluntary and paid a monetary penalty in the amount of \$20,000.

On March 27, 2023, Highmark Inc. and the South Dakota Division of Insurance Department of Labor and Regulation ("Division") entered into a Consent Order resolving findings made by the Division during an investigation of its insurance-related activities in South Dakota alleging that Highmark Inc. processed claims without a third-party administrator ("TPA") license from July 2021 until March 27, 2023 (the "Relevant Period"). Due to a staffing change, Highmark failed to timely renew its license with the Division during the Relevant Period. That error was corrected and the license has been reinstated. Highmark paid a monetary penalty in the amount of \$5,000 in settlement of the matter.

On January 6, 2023, Highmark Inc., Highmark Select Resources Inc. (merged with and into Highmark Inc.), Highmark Coverage Advantage Inc., Highmark Benefits Group Inc., HM Health Insurance Company and Highmark Choice Company (the "Corporations") and the Pennsylvania Insurance Department (the "Department") entered into a Consent Order (the "Order") resolving findings made by the Department and as set forth in a Market Conduct Examination Report (the "Examination Report") dated as of December 8, 2022 and issued December 8, 2022. In the Examination Report, the Department found that the Corporations had violated the Pennsylvania Unfair Insurance Practices Act in connection with processing of certain claims during the period January 1, 2017 through March 31, 2018. The Corporations denied that they violated any Pennsylvania laws or regulations in the processing of the claims but agreed that they would cease and desist from engaging in the activities described in the Order. The Corporations paid a \$205,000 civil penalty in settlement of the alleged violations.

On May 3, 2013, Highmark Inc. (f/k/a Highmark Health Services) (the "Corporation") and the Pennsylvania Insurance Department (the "Department") entered into a Consent Order (the "Order") resolving findings made by the Department and set forth in a Market Conduct Examination Report (the "Examination Report") dated as of March 8, 2013 and issued May 3, 2013. In the Examination Report, the Department found that the Corporation had violated the Pennsylvania Unfair Insurance Practices Act in connection with the processing of certain

claims during the period April 16, 2010 through January 18, 2011. The Corporation denied that it violated any Pennsylvania law or regulation in the processing of the claims but agreed that it would cease and desist from engaging in the activities described in the Order. The Corporation also paid a \$50,000 civil penalty in settlement of the alleged violations.

On June 17, 2009, Highmark Inc. and the Vermont Department of Banking, Insurance, Securities and Health Care Administration (“BISHCA”) entered into a Stipulation and Consent Order arising from Highmark’s inadvertent, unintended and not willful failure to register with BISHCA in connection with its third party administrator activities in Vermont. Highmark agreed to the terms of the Stipulation and Consent Order and agreed to pay a penalty in the amount of \$1000 in settlement of the violations.

Highmark Inc. entered into a Consent Order with the Pennsylvania Insurance Department dated December 23, 2002 regarding allegations of issuance of provider contract forms that had not yet been approved by that Department. A civil penalty of \$300,000 was paid at the time in settlement of the allegations. The Consent Order included a cease and desist prohibiting use of unapproved provider contract forms.

Highmark Inc. entered into a Consent Order with the Pennsylvania Insurance Department dated December 26, 2003 as a result of an inadvertent coding error in Highmark Inc.’s claims processing system. Six claims for childhood immunizations were initially denied and, after further review, were later paid. A civil penalty of \$3,000 was paid at the time in settlement of the allegations and the coding error was corrected. The Consent Order included a cease and desist provision prohibiting activities of this type subject to the Consent Order.

On June 1, 2015 Hospital Service Association of Northeastern Pennsylvania (d/b/a Blue Cross of Northeastern Pennsylvania) (“BCNEPA”) merged with and into Highmark Inc. Prior to the merger, on June 18, 2007, BCNEPA and the Pennsylvania Insurance Department entered into a Consent Order to resolve findings related to alleged improper termination of a group contract. BCNEPA agreed that it would not engage in the activities described in the Findings and Fact and Conclusions of Law and paid a civil penalty of \$22,500 in settlement of the alleged violation.

Pennsylvania Blue Shield (a predecessor corporation to Highmark Inc.) has entered into three Consent Orders with the Pennsylvania Insurance Department dated January 25, 1993; March 30, 1993 and January 25, 1995, regarding allegations of issuance of contract forms that had not yet been approved by that Department. Civil penalties of \$1,000, \$5,000 and \$15,000 were paid at the time in settlement of the allegations. Each of the three Consent Orders included a cease and desist prohibiting use of unapproved contract forms.

Pennsylvania Blue Shield (a predecessor corporation to Highmark Inc.) entered into an Agreement with the Pennsylvania Insurance Department in June of 1992 arising from exceptions to acceptable business practices identified in a Market Conduct Examination that covered the period December 31, 1985 to December 31, 1990 for administrative expenses and January 1 to January 31, 1990, March 1 to March 31, 1990 and October 1 to October 31, 1990 for claims processing. A payment of \$6,150 was made to the Commonwealth of Pennsylvania in settlement of all exceptions identified in the report.

Blue Cross of Western Pennsylvania (a predecessor corporation to Highmark Inc.) entered into a Consent Order with the Pennsylvania Insurance Department in March of 1993 regarding allegations of violations of the Pennsylvania Hospital Plan Corporation Law and the Pennsylvania Unfair Insurance Practices Act. The violative practices included failure to obtain prior approval of contract forms and corresponding rates and notifying agents that certain sales of medical coverage must include the sale of life and accidental death and dismemberment coverage. The order contained a cease and desist from the violative activities and the assessment of a \$5,000 penalty.

On November 15, 2005, Highmark Inc. entered into a Conciliation Agreement with the Federal Election Commission (“FEC”). The Conciliation Agreement was entered to resolve an issue relating to improper corporate contributions in violation of the Federal Election Campaign Act. The violations stemmed from the unauthorized activities of a former employee who caused approximately \$54,000 of Highmark corporate funds to be used to defray expenses of fundraising events sponsored by the campaign finance or political action committees of an elected federal official. This conduct was self-disclosed by Highmark to the FEC in March 2004. As part of the Conciliation Agreement, Highmark agreed to pay a civil penalty of \$54,078 to the FEC.

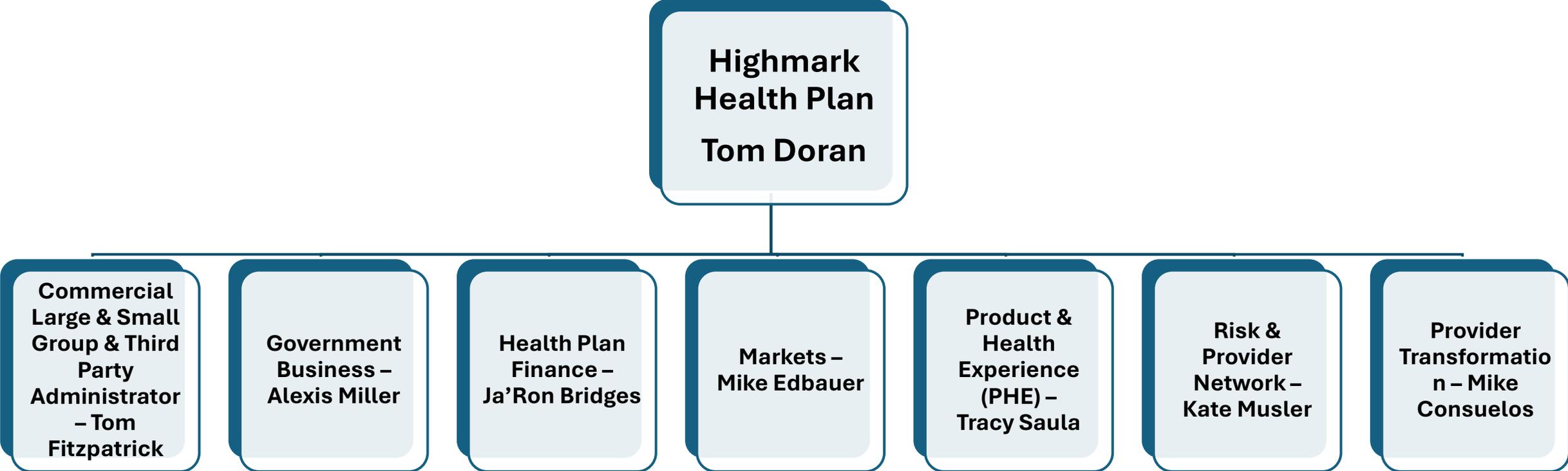
Report Name : Management Structure

Entity Name: Highmark Care Benefits Inc.

Name	Title	Title Role	Role Start
Ball, Jr. Leroy M.	Director	Board of Directors	7/9/2024
Blandino, M.D. David Arthur	Director	Board of Directors	7/9/2024
Bloomington, Richard Wallace	Director	Board of Directors	7/9/2024
Civitarese, DO, MMI Louis A.	Director	Board of Directors	7/9/2024
Clark, Gina	Director	Board of Directors	7/9/2024
Donahue, Thomas R.	Director	Board of Directors	7/9/2024
Foster, Esq. Don Parks	Director	Board of Directors	7/9/2024
Guyaux, Joseph Clinton	Director	Board of Directors	7/9/2024
Hanlon, Karen Lynn	Director	Board of Directors	7/9/2024
Hoffman, Steven Murray	Director	Board of Directors	7/9/2024
Holmberg, David Lynn	Director	Board of Directors	7/9/2024
Jenkins, Kevin Lee	Director	Board of Directors	7/9/2024
Johnson, M.D. Calvin Barksdale	Director	Board of Directors	7/9/2024
Jordan, Esq. Gregory Baldwin	Director	Board of Directors	7/9/2024
Lamont, Gary F.	Director	Board of Directors	7/9/2024
Larrimer, Karen L.	Director	Board of Directors	7/9/2024
Malone, David J.	Director	Board of Directors	7/9/2024
McCarthy, Jr. John D.	Director	Board of Directors	7/9/2024
McKee, Lynn B.	Director	Board of Directors	7/9/2024

Meakem, Glen T.	Director	Board of Directors	7/9/2024
Williams, Doris Carson	Director	Board of Directors	7/9/2024
Holmberg, David Lynn	Chairman of the Board	Board of Directors	7/24/2024
Doran, Thomas Anthony	President	Principal Officer	7/24/2024
Daley, Carleton Kellogg	Treasurer	Principal Officer	7/24/2024
Kavanaugh, Thomas Devlin	Secretary	Principal Officer	7/24/2024

The Health Plan Team



HIGHMARK INC.

Name	Title
Ball, Jr. Leroy M.	Director
Blandino, M.D. David Arthur	Director
Bloomingtondale, Richard Wallace	Director
Civitarese, DO, MMI Louis A.	Director
Clark, Gina	Director
Donahue, Thomas R.	Director
Foster, Esq. Don Parks	Director
Hoffman, Steven Murray	Director
Jenkins, Kevin Lee	Director
Johnson, M.D. Calvin Barksdale	Director
Jordan, Esq. Gregory Baldwin	Director
Lamont, Gary F.	Director
Larrimer, Karen L.	Director
Malone, David J.	Director

Name	Title
McCarthy, Jr. John D.	Director
McKee, Lynn B.	Director
Meakem, Glen T.	Director
Williams, Doris Carson	Director
Holmberg, David Lynn	Chairman of the Board
Guyaux, Joseph Clinton	Director/Lead Director
Hanlon, Karen Lynn	Director/Lay Director
Holmberg, David Lynn	Director (Ex-Officio)
Daley, Carleton Kellogg	Treasurer
Kavanaugh, Thomas Devlin	Secretary
Doran, Thomas Anthony	President, Highmark Health Plan
Rice-Johnson, Deborah Lynn	President, Diversified Businesses



-  = Tax Exempt Organization
-  = Nonprofit Company
-  = For-profit Company
- - - - = Jointly Owned/Controlled Company

* Control is maintained through ability to appoint the board of directors as sole member or sole corporate member.

HIGHMARK ASSURE HEALTH INC.

Name	Title
Ball, Jr. Leroy M.	Director
Blandino, M.D. David Arthur	Director
Bloomingtondale, Richard Wallace	Director
Civitarese, DO, MMI Louis A.	Director
Clark, Gina	Director
Donahue, Thomas R.	Director
Foster, Esq. Don Parks	Director
Guyaux, Joseph Clinton	Director
Hanlon, Karen Lynn	Director
Hoffman, Steven Murray	Director
Holmberg, David Lynn	Director
Jenkins, Kevin Lee	Director
Johnson, M.D. Calvin Barksdale	Director

Name	Title
Jordan, Esq. Gregory Baldwin	Director
Lamont, Gary F.	Director
Larrimer, Karen L.	Director
Malone, David J.	Director
McCarthy, Jr. John D.	Director
McKee, Lynn B.	Director
Meakem, Glen T.	Director
Williams, Doris Carson	Director
Holmberg, David Lynn	Chairman of the Board
Doran, Thomas Anthony	President
Daley, Carleton Kellogg	Treasurer
Kavanaugh, Thomas Devlin	Secretary

HIGHMARK CARE BENEFITS INC.

Name	Title
Ball, Jr. Leroy M.	Director
Blandino, M.D. David Arthur	Director
Bloomingtondale, Richard Wallace	Director
Civitarese, DO, MMI Louis A.	Director
Clark, Gina	Director
Donahue, Thomas R.	Director
Foster, Esq. Don Parks	Director
Guyaux, Joseph Clinton	Director
Hanlon, Karen Lynn	Director
Hoffman, Steven Murray	Director
Holmberg, David Lynn	Director
Jenkins, Kevin Lee	Director
Johnson, M.D. Calvin Barksdale	Director

Name	Title
Jordan, Esq. Gregory Baldwin	Director
Lamont, Gary F.	Director
Larrimer, Karen L.	Director
Malone, David J.	Director
McCarthy, Jr. John D.	Director
McKee, Lynn B.	Director
Meakem, Glen T.	Director
Williams, Doris Carson	Director
Holmberg, David Lynn	Chairman of the Board
Doran, Thomas Anthony	President
Daley, Carleton Kellogg	Treasurer
Kavanaugh, Thomas Devlin	Secretary

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)



PRIMARY APPLICATION – MAIN QUESTIONNAIRE

1. I hold the following position(s) with the Applicant Company: President.
2. Has the Applicant Company transferred or encumbered any portion of its assets or business, or has its outstanding capital stock been directly or indirectly pledged?

Answer: No

Explanation:

Attachments:

3.
 - A. Will the Applicant Company be negotiating or inviting negotiations for any transaction that would transfer or encumber any portion of its assets or business or result in a merger or consolidation with another company in the foreseeable future?

Answer: No

- B. Does the Applicant Company contemplate a change in management or any transaction that would normally result in a change of management within the reasonably foreseeable future?

Answer: No

Explanation:

Attachments:

4. Does the Applicant Company intend to purchase investment securities through any investment banking or brokerage house or firm from whom any of Applicant Company's officers, directors, trustees, investment committee members or controlling stockholders receive a commission on such purchases?

Answer: No

Explanation:

Attachments:

5. Is the Applicant Company a:

- A. Bank

Answer: No

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

B. Bank holding company, subsidiary, or affiliate

Answer: No

C. Financial holding company

Answer: No

D. Other financial institution

Answer: No

Explanation:

Attachments:

6. Has the Applicant Company, since its inception, done any of the following:

A. Made a loan to an entity owned or controlled directly or through a holding corporation by one or more of Applicant Company's officers, directors, trustees, or investment committee members, or to any such person?

Answer: No

B. Sold or transferred any of its assets or property, real or personal, to any such entity or person?

Answer: No

C. Had its outstanding capital stock directly or indirectly pledged for the debt of an affiliate?

Answer: No

D. Purchased securities, assets, or property of any kind from an entity owned or controlled by one or more of the Applicant Company's officers, directors, trustees, or any persons who have authority in the management of the Applicant Company's funds (including a controlling stockholder)?

Answer: No

E. Did any officer, director, trustee, or any person who had authority in the management of the Applicant Company's funds (including a controlling stockholder) receive any money or valuable thing for negotiating, procuring, recommending, or aiding in such transaction?

Answer:

Explanation:

Attachments:

7. Executive Management Information

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

- A. Attach an organizational depiction (in the format of a flow chart) showing the various executive management, directors and officers and related material functions that require internal control oversight of the Applicant Company, with the name and official title of those responsible for those offices/functions and the portions of the organization they oversee.

Attachments: 7 - Health Plan Top of House Org Chart 1, 7a HCB Management Structure, SEPA Org Chart 240930

- B. Material functions should include, but are not limited to, underwriting, claims adjustment/payments, premium accounting, claims accounting, marketing, financial reporting, and investment management. Note any executive or key staff that has access to funds or bank accounts. Submit a map or narrative explaining where offices are/ or will be geographically located and the approximate number of employees at each location. The attachments should include the following information:

- Designate any common facilities and/or any of the above functions that are shared with affiliate
- Designate any of the above office/functions that are delegated to third parties
- Attach copies of signed agreements for office functions delegated to either affiliates or third parties
- As applicable, attach a separate chart reflecting any other management positions (if different than what was noted above) that exercise control over insurance operations in other jurisdiction where the Applicant Company is seeking admission
- Attach any similar information that was submitted to lenders or investment partners
- Attach a copy of the Applicant Company's investment policy (required for primary and redomestication applications only)

Explanation: The Applicant Company will contract with affiliates to receive the necessary services to support the Applicant's business operations upon receipt of Certificate of Authority and the requisite Pennsylvania Insurance Department approval of the required agreement.

Attachments: [REDACTED]

8. Provide a detailed description of the Applicant Company's sales techniques. The description attached should include the following information:

- Information regarding recruitment and training of sales representatives
- Identification as to whether the Applicant Company will be a direct writer or will use agents, brokers, or a combination thereof
- Explanation of the compensation and control to be provided by the Applicant Company to its agents, brokers, or sales personnel
- Sample copies of any agreements entered into between the Applicant Company and its agents or brokers
- If the Applicant Company will use a specific agency or managing general agent, identification of the agency or managing general agent and a copy of the agreement for this arrangement
- Sample contract forms of all types used and remuneration schedule, including those for general agents, if any

Explanation: Highmark will use existing salesforce to include internal employees and distribution channel partners to sell and renew group insurance policies. Please see producer contract example that will be modified for new company.

Attachments: [REDACTED] 8- 2025 ACA Schedule C, 2025_NEPA SG Product Portfolio, [REDACTED]

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

9. Attach a detailed description of the advertising that will be used by the Applicant Company to market its products in this state. Include a detailed explanation as to how the Applicant Company will develop, purchase, control and supervise its advertising.

Explanation: please see attached sample marketing brochures that will be modified for use for this company

Attachments: 9- 2025-ACA-Product-Brochure-SAMPLE, 9-10 ACA Individual Questionnaire

10. Provide a detailed explanation of each of the following:

- A. How the Applicant Company's policies will be underwritten, including the issuance of policies and endorsements

Explanation: [REDACTED]

- B. How policies will be canceled

Explanation: see benefit book sample attachment

- C. How premiums and other funds will be handled

Explanation: see benefit book sample attachment

- D. How personnel will be trained, supervised, and compensated

Explanation:

Attachments: [REDACTED] 10 - ACA Individual Contract-Benefit Book Sample

11. Attach a detailed explanation how the Applicant Company will adjust and pay claims, include the following:

- A. Describe how the Applicant Company will train, supervise, and compensate the personnel handling claims adjusting and [REDACTED] payment

Explanation: 1. Training Highmark's training program is designed to cultivate and develop accountable customer

[REDACTED]

Proposed Applicant Company Name: Highmark Care Benefits Inc

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- B. Provide detailed information as to how and by whom claim reserves will be set and modified

Explanation:



- C. Will the Applicant Company pay any representative given discretion as to the settlement or adjustment of claims whether in direct negotiation with the claimant or in supervision of the person negotiating, a compensation which is in any way contingent upon the amount of settlement of such claims?

Answer: No

Explanation:

Attachments:

12. Will the Applicant Company be party to any reinsurance contracts which contracts that in effect provide that Applicant Company will reimburse or indemnify the Reinsurer for losses payable there under?

Answer: Yes

Explanation:

Attachments:

13. Does any salaried employee or officer, exclusive of a director, presently have in force a license as an insurance broker issued by this Department of Insurance?

Answer: Yes

If yes, attach a copy of his/her license and indicate position held with applicant.

Attachments: PA Producer License_Kareem Corbin

14. Will any of the Applicant Company's policies being sold in connection with a mutual fund or investment in securities?

Answer: No

If yes, please attach detailed explanation, including all sales literature which refers to the insurance and mutual fund or other investment literature that refers to the insurance and mutual fund or other investment plan connection.

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

Attachments:

15. Will the Applicant Company pay, directly or indirectly, any commission to any officer, director, actuary, medical director, or any other physician charged with the duty of examining risks or applications?

Answer: No

Explanation:

Attachments:

Section	Description	Document Name	Note
8	Main Questionnaire	Q07A-7 - HAH_HCB Employee WFH Numbers	Full Redaction
8	Main Questionnaire	Q07B-7 - HAH_HCB Employee WFH Numbers	Full Redaction
8	Main Questionnaire	Q07B-7B - HMKH and Multi Affiliate ASA	Full Redaction
8	Main Questionnaire	Q08-8 - 2024 NEPA General Producer Agreement	Full Redaction
8	Main Questionnaire	Q08-2024 General Producer Agreement Packet	Full Redaction
8	Main Questionnaire	Q08-2025_NEPA SG Product Portfolio	Partial Redaction
8	Main Questionnaire	Q08-8- 2025 ACA Schedule C.pdf	Redact Non-PA Regions
8	Main Questionnaire	Q08-8- Small Group Example Group	Full Redaction
8	Main Questionnaire	Q10-10 - Underwriting Guidelines	Full Redaction
8	Main Questionnaire	Q12-12 - HMK_HAH 100% Reinsurance Agmt	Full Redaction
8	Main Questionnaire	Q13-PA Producer License_Kareem Corbin	Redact Personal Info

**2025 Highmark Schedule C: Individual Product (Direct Pay / ACA) Commission Schedule
All Markets**

- All producers are required to have appropriate year federal (Marketplace), and/or state (Pennie/DFS (NY)) certifications prior to providing customer assistance with renewing or purchasing any on-exchange Highmark Individual plan.
- Licensing and appointment requirements must be fulfilled for on and off-exchange enrollment.
- Commission is based on the effective date of the policy and includes Special Enrollment contracts.
- 
- Highmark will calculate commission payments monthly based upon enrollments during the preceding month(s). All commissions are based on a calendar year schedule.
- Applications for Special Enrollment effective dates are accepted both on and off-exchange.
- Online enrollment through the Highmark Producer Portal is strongly encouraged during the Open Enrollment Period (OEP) for off-exchange business. Paper applications and SEP forms will be accepted for enrollment outside of OEP and commission rates will apply.
- Use of other third-party web-based programs to quote and sell Highmark individual plans, on- or off-exchange can be used at the agent's discretion. Highmark makes no guarantee that product information or premium rates are accurate.
- Retroactive Commission Payment: Retroactive commissions will be paid provided a producer verification form is on file, or is obtained, verifying that the Agency was the Agent of Record (AOR) for the period in question. Provided these criteria are met, Highmark will authorize retroactive payment as far back as six months prior to the date the claim for retroactive commission is made.
- The General Agency and producer agree, if any commission is unearned or paid in error, the General Agency and producer will be charged back for the portion of the commission that is unearned or paid in error.

HIGHMARK BLUE CROSS BLUE SHIELD
NORTHEASTERN PENNSYLVANIA REGION

A partner for every step of the health journey.

For small groups with
50 or fewer employees

EFFECTIVE JANUARY 1, 2025



Because Life.™

A health plan that does more.

Your employees want support for all aspects of their lives.
A plan that cares for their physical, mental, and financial health.

With Highmark, your employees get coverage and benefits that allow them to live healthy and meaningful lives. And you get nationally recognized coverage that helps lower health care costs.

Contact your broker or Highmark sales rep
to get started.

Hi. My name is _____

Please call me at _____

Or email me at _____

Insurance may be offered by Highmark Blue Cross Blue Shield or First Priority Life Insurance Company, both of which are independent licensees of the Blue Cross and Blue Shield Association.

Expansive coverage starts here.

 **ELEVATING EVERYONE'S EXPERIENCE4-5**

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 **KEEPING AN EYE ON THE BOTTOM LINE.....10-11**

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Turn the page to see all the great perks
that come with a plan from Highmark.

Elevating everyone's experience



It's all about simplicity. That's why we go above and beyond when it comes to giving you and your employees resources and tools that make managing total health easier.

ELEVATING EVERYONE'S EXPERIENCE



My Highmark

This easy-to-use app and website have everything your employees need to manage their benefits and reach their health goals, all in one place.



Blue Distinction List

Only doctors who consistently deliver safe, effective treatments make the list. When your employees use our Find a Doctor tool, a special logo will appear by the provider's name.



Employer portal

Here you can conveniently manage enrollment, billing, and spending accounts. You can also access contracts, benefit books, and order ID cards.



National network

Our superior network discounts allow Highmark to maintain competitive rates for all of our local, regional, and national products and services.



Provider collaborations

We collaborate with providers to better leverage value, manage costs, and drive positive industry change.



BlueCard® and Blue Cross Blue Shield Global® Core Programs

Your employees get access to 1.8 million providers and 97% of hospitals in the U.S. And they're covered in 190 countries.*



Blues On CallSM

For medical concerns after hours, your employees can get guidance anytime from a registered nurse or a health coach.



True Performance

Our plans have more than 630,000 providers delivering value-based care. That means your employees will be in the hospital less, allowing you to better manage costs.

* According to the Blue Cross Blue Shield Association, an association of Blue Cross Blue Shield plans.

Supporting health and well-being



Our health programs focus on integrated wellness so that your employees feel supported in each and every part of their lives.

SUPPORTING HEALTH AND WELL-BEING



Mental Well-Being

This solution provides mental health support tailored to each individual member. And it's available on My Highmark.



Chronic health management programs

Our chronic health management programs offer personalized app-based care, giving your employees the digital tools, coaching, and support they need. And it's all available on My Highmark.

We offer programs like:

- Congestive heart failure (CHF) and chronic obstructive pulmonary disease (COPD) management
- Diabetes management powered by Onduo
- Diabetes prevention
- Kidney care management

Plus, they'll get access to our **specialty case management team**. They act as advocates by coordinating health needs and ensuring safety, quality, and cost outcomes.



Well360 Virtual Health

Your employees can get care from wherever they are with a board-certified doctor, 24/7. Well360 Virtual Health can help with urgent care, behavioral health, primary care, women's health, and dermatology.



Virtual physical care program powered by Sword

Sword puts technology and the expertise of a physical therapist at your employees' fingertips to help them overcome joint and muscle pain.

Supporting health and well-being



SUPPORTING HEALTH AND WELL-BEING



Integrated care team

We offer multidisciplinary clinical support and the highest level of care for employees who may be at a higher health risk.



Maternity care

We provide maternity education and proactively reach out to women with high-risk pregnancies to collaborate with their care team.



Health coaches

Wellness coaches help create a personalized plan for your employees, right over the phone, on their schedule. Sessions are free and confidential.



Utilization management

We focus on prior authorization, site of care, and prescription costs to help guide your employees to appropriate places of care and save them money.

Keeping an eye on the bottom line



We strive to keep your premium costs in line while managing out-of-pocket costs for your employees. It's our way of supporting everyone's financial health.

KEEPING AN EYE ON THE BOTTOM LINE



Blue365 Discounts

Your employees get exclusive discounts at blue365deals.com on travel, car rentals, and clothing. Plus, they get access to GradFin, which helps them navigate paying back student loans.



College tuition benefits

Employees who have Highmark medical or dental automatically earn Tuition Reward points that can be converted into college tuition dollars.



Wellness rewards

These programs help your employees reach their health goals through positive health challenges and expert advice.



ID theft program

Your employees can enroll in credit monitoring, security alerts, and lost wallet protection all at no cost.

BlueCare PPO and BlueCare QHD PPO

A broad network plan

PLAN HIGHLIGHTS:

- Comprehensive in-network access to doctors and hospitals nationwide.
- Nationwide access to 1.8 million providers, including 97% of all hospitals, through the BlueCard® Program.*
- Out-of-network coverage at a higher cost.



* According to the Blue Cross Blue Shield Association, an association of Blue Cross and Blue Shield plans.

PRODUCT AVAILABILITY

- Bradford
- Carbon
- Clinton
- Lackawanna
- Luzerne
- Lycoming
- Monroe
- Pike
- Sullivan
- Susquehanna
- Tioga
- Wayne
- Wyoming



Network listing

BRADFORD

- Guthrie Robert Packer Hospital
- Guthrie Towanda Memorial Hospital
- Guthrie Troy Community Hospital

CARBON

- Lehigh Valley Hospital — Carbon
- St. Luke’s Hospital — Carbon Campus
- St. Luke’s Hospital — Lehighon Campus

CLINTON

- Bucktail Medical Center
- UPMC Lock Haven

LACKAWANNA

- CHS Moses Taylor Hospital
- CHS Regional Hospital of Scranton
- Geisinger Community Medical Center
- Lehigh Valley Hospital — Dickson City

LUZERNE

- CHS Wilkes-Barre General Hospital
- Geisinger Wyoming Valley Medical Center
- Lehigh Valley Hospital — Hazleton
- PAM Specialty Hospital of Wilkes-Barre

LYCOMING

- Geisinger Jersey Shore Hospital
- Geisinger Medical Center Muncy
- UPMC Muncy
- UPMC Williamsport
- UPMC Williamsport Divine Providence Campus

MONROE

- Lehigh Valley Hospital — Pocono
- St. Luke’s Hospital — Monroe Campus

SUSQUEHANNA

- Barnes-Kasson Hospital
- Endless Mountains Health Systems

TIOGA

- UPMC Wellsboro

WAYNE

- Wayne Memorial Hospital

NEW YORK

ORANGE

- Bon Secours Community Hospital — Port Jervis

OUT OF AREA:

Local Blue Cross and/or Blue Shield (BlueCard) providers outside of the service area are considered in-network.

Provider list as of May 2024. For a full listing of network hospitals, visit [MyHighmark.com](https://www.mylife.com) and click on **Plans**. Then click on **Doctors and Drugs** under the Individual and Family Plans section.

HIGHMARK BLUE CROSS BLUE SHIELD†

2025 BlueCare PPO and BlueCare QHD PPO Plans*

Products available in the following counties: Bradford, Carbon, Clinton, Lackawanna, Luzerne, Lycoming, Pike, Sullivan, Susquehanna, Tioga, Wayne, Wyoming, and Monroe

METAL LEVEL	PRODUCT NAME	MEDICAL DEDUCTIBLE		COINSURANCE		OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE, COINSURANCE, AND COPAYS)¹		PRIMARY CARE OFFICE VISIT	MENTAL HEALTH/SUBSTANCE ABUSE OFFICE VISIT	SPECIALIST OFFICE VISIT	URGENT CARE	OUTPATIENT SURGERY**	INPATIENT HOSPITAL	EMERGENCY DEPARTMENT	BASIC DIAGNOSTICS (LAB/PATHOLOGY)	BASIC DIAGNOSTICS (IMAGING/X-RAY)	ADVANCED DIAGNOSTICS/IMAGING (MRI/CAT/PET)	RX FORMULARY (HCR COMPREHENSIVE)²,³	
		IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)												
		MEMBER PAYS		MEMBER PAYS		MEMBER PAYS													
Platinum	BlueCare PPO \$0 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Platinum	BlueCare PPO \$250 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Platinum	BlueCare PPO \$500 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Platinum	BlueCare PPO \$750 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$0 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$500 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$1000 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$1250 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$1400 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$1500 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$1550 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare QHD PPO \$1700 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$2000 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare PPO \$2000 1x Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

† Plans offered by First Priority Life, a wholly owned subsidiary of Highmark Inc. d/b/a Highmark Blue Cross Blue Shield.
 * First Priority Life PPO Network.
 ** Refers to outpatient surgical procedures provided in a hospital or ambulatory surgical facility setting.
 Please refer to page 36 for footnotes.
 To view the full benefit grid, click on the product name above or contact your local broker.

Continued on next page...

HIGHMARK BLUE CROSS BLUE SHIELD†

2025 BlueCare PPO and BlueCare QHD PPO Plans*

Products available in the following counties: Bradford, Carbon, Clinton, Lackawanna, Luzerne, Lycoming, Pike, Sullivan, Susquehanna, Tioga, Wayne, Wyoming, and Monroe

METAL LEVEL	PRODUCT NAME	MEDICAL DEDUCTIBLE		COINSURANCE		OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE, COINSURANCE, AND COPAYS)¹		PRIMARY CARE OFFICE VISIT	MENTAL HEALTH/SUBSTANCE ABUSE OFFICE VISIT	SPECIALIST OFFICE VISIT	URGENT CARE	OUTPATIENT SURGERY**	INPATIENT HOSPITAL	EMERGENCY DEPARTMENT	BASIC DIAGNOSTICS (LAB/PATHOLOGY)	BASIC DIAGNOSTICS (IMAGING/X-RAY)	ADVANCED DIAGNOSTICS/IMAGING (MRI/CAT/PET)	RX FORMULARY (HCR COMPREHENSIVE)²,³
		IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	LOW-COST GENERIC/STANDARD GENERIC/BRAND FORMULARY/NON-FORMULARY/SPECIALTY FORMULARY/SPECIALTY NON-FORMULARY
		MEMBER PAYS		MEMBER PAYS		MEMBER PAYS												
Gold	BlueCare PPO \$2500 Gold	████	████	██	██	████	████	██████████	██████████	██	██	██████████	██████████	██	██████████	██████████	██████████	██████████
Gold	BlueCare QHD PPO \$2750 Gold	████	████	██	██	████	████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Gold	BlueCare PPO \$3000 Gold	████	████	██	██	████	████	██████████	██████████	██	██	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Gold	BlueCare PPO \$4000 Gold	████	████	██	██	████	████	██████████	██████████	██	██	██████████	██████████	██	██████████	██████████	██████████	██████████
Gold	BlueCare PPO \$5000 1x Gold	██████	██████	██	██	██████	██████	██████████	██████████	██	██	██████████	██████████	██	██████████	██████████	██████████	██████████
Silver	BlueCare PPO \$0 Silver	██	████	██	██	████	████	██████████	██████████	██	██	██	██	██	██	██	██	██████████
Silver	BlueCare PPO \$2600 Silver	████	████	██	██	████	████	██████████	██████████	██	██	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Silver	BlueCare PPO \$3000 Silver	████	████	██	██	████	████	██████████	██████████	██	██	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Silver	BlueCare PPO \$3000 1x Silver	██████	██████	██	██	██████	██████	██████████	██████████	██	██	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Silver	BlueCare QHD PPO \$3400 Silver†	████	████	██	██	████	████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Silver	BlueCare PPO \$5000 Silver	████	████	██	██	████	████	██████████	██████████	██	██	██████████	██████████	██████████	██████████	██████████	██████████	██████████
Bronze	BlueCare PPO \$5400 Bronze	████	████	██	██	████	████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████

† Plans offered by First Priority Life, a wholly owned subsidiary of Highmark Inc. d/b/a Highmark Blue Cross Blue Shield.
 ‡ Plan does not offer creditable coverage. See page 36 for details.
 * First Priority Life PPO Network.
 ** Refers to outpatient surgical procedures provided in a hospital or ambulatory surgical facility setting.
 Please refer to page 36 for footnotes.
 To view the full benefit grid, click on the product name above or contact your local broker.

BlueCare Custom PPO and BlueCare Custom QHD PPO

A regionally focused network plan

PLAN HIGHLIGHTS:

- In-network coverage that focuses on care in and around the 13-county region of northeastern Pennsylvania.
- Nationwide access to 1.8 million providers, including 97% of all hospitals, at a higher cost share through the BlueCard® Program.*
- Out-of-network providers are covered at highest cost share.

IN NETWORK:

Where employees will pay the least for quality care:

- Participating facilities and providers located within the 13-county region of northeastern Pennsylvania.
- Some facilities and providers located just outside of the 13-county northeastern Pennsylvania region.
- Blue Distinction® Centers for transplants.

OUT OF NETWORK:

Where employees pay the most for care:

- BlueCard participating providers across the nation.
- Any non-participating providers.



* According to the Blue Cross Blue Shield Association, an association of Blue Cross and Blue Shield plans.

PRODUCT AVAILABILITY

- Bradford
- Carbon
- Clinton
- Lackawanna
- Luzerne
- Lycoming
- Monroe
- Pike
- Sullivan
- Susquehanna
- Tioga
- Wayne
- Wyoming



Network listing

BLUECARE CUSTOM PPO IN-NETWORK HOSPITALS, BY COUNTY

The Custom PPO provider network includes:

- Participating facilities and providers located within the 13-county region of northeastern Pennsylvania.
- Some facilities and providers located just outside of the 13-county northeastern Pennsylvania region.
- Blue Distinction Centers for transplants.*

BRADFORD

- Guthrie Robert Packer Hospital
- Guthrie Towanda Memorial Hospital
- Guthrie Troy Community Hospital

CARBON

- Lehigh Valley Hospital — Carbon
- St. Luke's Hospital — Carbon Campus
- St. Luke's Hospital — Lehighon Campus

CLINTON

- Bucktail Medical Center
- UPMC Lock Haven

LACKAWANNA

- CHS Moses Taylor Hospital
- CHS Regional Hospital of Scranton
- Geisinger Community Medical Center
- Lehigh Valley Hospital — Dickson City

LUZERNE

- CHS Wilkes-Barre General Hospital
- Geisinger Wyoming Valley Medical Center
- Lehigh Valley Hospital — Hazleton

LYCOMING

- Geisinger Jersey Shore Hospital
- Geisinger Medical Center Muncy
- UPMC Muncy
- UPMC Williamsport
- UPMC Williamsport Divine Providence Campus

MONROE

- Lehigh Valley Hospital — Pocono
- St. Luke's Hospital — Monroe Campus

SUSQUEHANNA

- Barnes-Kasson Hospital
- Endless Mountains Health Systems

TIOGA

- UPMC Wellsboro

WAYNE

- Wayne Memorial Hospital

ADDITIONAL IN-NETWORK HOSPITALS OUTSIDE OF SERVICE AREA

These hospitals are in network, but not all doctors affiliated with them are in network.

BERKS

- Penn State Health
- St. Joseph Medical Center

BUCKS

- Doylestown Hospital
- Grand View Hospital
- Jefferson Health — Bucks Hospital
- Prime Healthcare — Lower Bucks Hospital
- St. Luke's Hospital — Quakertown Campus
- St. Luke's Hospital — Upper Bucks Campus
- Trinity Health — St. Mary Medical Center

CHESTER

- Main Line Health — Bryn Mawr Rehab Hospital
- Main Line Health — Paoli County Hospital
- Penn Medicine — Chester County Hospital
- Tower Health — Phoenixville Hospital

COLUMBIA

- Berwick Hospital Center
- Geisinger Bloomsburg Hospital

CUMBERLAND

- Penn State Health Hampden Medical Center
- Penn State Health Holy Spirit Medical Center

DAUPHIN

- Penn State Health Children's Hospital
- Penn State Health Milton S. Hershey Medical Center

DELAWARE

- Crozer Health — Chester Medical Center
- Crozer Health — Springfield Hospital
- Crozer Health — Taylor Hospital
- Main Line Health — Riddle Hospital
- Trinity Health — Mercy Fitzgerald Hospital

* Blue Distinction Centers are not included in the FPLIC network, but transplant services are covered at in-network cost share.

Provider list as of May 2024. For a full listing of network hospitals, visit [MyHighmark.com](https://www.mylife.com) and click on **Plans**. Then click on **Doctors and Drugs** under the Individual and Family Plans section.

ADDITIONAL IN-NETWORK HOSPITALS OUTSIDE OF SERVICE AREA *continued*

These hospitals are in network, but not all doctors affiliated with them are in network.

LANCASTER

- Penn State Health Lancaster Medical Center

LEHIGH

- Lehigh Valley Hospital — 17th Street
- Lehigh Valley Hospital — 1503 North Cedar Crest
- Lehigh Valley Hospital — Cedar Crest
- Lehigh Valley Reilly Children’s Hospital
- St. Luke’s Hospital — Allentown Campus
- St. Luke’s Hospital — Sacred Heart Campus

MONTGOMERY

- Holy Redeemer Hospital
- Jefferson Health — Abington Hospital
- Jefferson Health — Lansdale Hospital
- Jefferson Health — Einstein Medical Center Elkins Park
- Jefferson Health — Jefferson Einstein Montgomery Hospital
- Main Line Health — Bryn Mawr Hospital
- Main Line Health — Lankenau Medical Center
- Prime Healthcare — Suburban Community Hospital
- Tower Health — Pottstown Hospital

MONTOUR

- Geisinger Janet Weis Children’s Hospital
- Geisinger Medical Center

NORTHAMPTON

- Lehigh Valley Hospital — Hecktown Oaks
- Lehigh Valley Hospital — Highland Avenue
- Lehigh Valley Hospital — Muhlenberg
- St. Luke’s Hospital — Anderson Campus
- St. Luke’s Hospital — Easton Campus
- St. Luke’s University Hospital — Bethlehem Campus

PHILADELPHIA

- Children’s Hospital of Philadelphia
- Jefferson Health — Frankford Hospital
- Jefferson Health — Jefferson Einstein Hospital
- Jefferson Health — Methodist Hospital
- Jefferson Health — Thomas Jefferson University Hospital
- Jefferson Health — Torresdale Hospital
- Penn Medicine — Hospital of the University of Pennsylvania
- Penn Medicine — Penn Presbyterian Medical Center
- Penn Medicine — Pennsylvania Hospital
- Prime Healthcare — Roxborough Memorial Hospital
- Temple Health — Chestnut Hill Hospital
- Temple Health — Fox Chase Cancer Center
- Temple Health — Temple University Hospital
- Tower Health — St. Christopher’s Hospital for Children
- Wills Eye Hospital

SCHUYLKILL

- St. Luke’s Hospital — Miners Campus

UNION

- Evangelical Community Hospital

NEW YORK ORANGE

- Bon Secours Community Hospital — Port Jervis

OUT OF NETWORK:

BlueCard-participating providers across the nation, any non-participating providers.

Provider list as of May 2024. For a full listing of network hospitals, visit [MyHighmark.com](https://www.mylife.com) and click on **Plans**.

Then click on **Doctors and Drugs** under the **Individual and Family Plans** section.

2025 BlueCare Custom PPO and Blue Care Custom QHD PPO Plans*

Products available in the following counties: Bradford, Carbon, Clinton, Lackawanna, Luzerne, Lycoming, Pike, Sullivan, Susquehanna, Tioga, Wayne, Wyoming, and Monroe

METAL LEVEL	PRODUCT NAME	MEDICAL DEDUCTIBLE		COINSURANCE		OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE, COINSURANCE, AND COPAYS)¹		PRIMARY CARE OFFICE VISIT	MENTAL HEALTH/ SUBSTANCE ABUSE OFFICE VISIT	SPECIALIST OFFICE VISIT	URGENT CARE	OUTPATIENT SURGERY**	INPATIENT HOSPITAL	EMERGENCY DEPARTMENT	BASIC DIAGNOSTICS (LAB/ PATHOLOGY)	BASIC DIAGNOSTICS (IMAGING/ X-RAY)	ADVANCED DIAGNOSTICS/ IMAGING (MRI/CAT/PET)	RX FORMULARY (HCR COMPREHENSIVE)²,³	
		IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)												
		MEMBER PAYS		MEMBER PAYS		MEMBER PAYS													
Platinum	BlueCare Custom PPO \$0 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Platinum	BlueCare Custom PPO \$250 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Platinum	BlueCare Custom PPO \$500 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Platinum	BlueCare Custom PPO \$750 Platinum	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$0 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$500 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$1000 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$1250 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$1400 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$1500 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$1550 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom QHD PPO \$1700 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Gold	BlueCare Custom PPO \$2000 Gold	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

† Plans offered by First Priority Life, a wholly owned subsidiary of Highmark Inc. d/b/a Highmark Blue Cross Blue Shield.

* First Priority Life Custom PPO Network.

** Refers to outpatient surgical procedures provided in a hospital or ambulatory surgical facility setting.

Please refer to page 36 for footnotes.

To view the full benefit grid, click on the product name above or contact your local broker.

Continued on next page...

2025 BlueCare Custom PPO and Blue Care Custom QHD PPO Plans*

Products available in the following counties: Bradford, Carbon, Clinton, Lackawanna, Luzerne, Lycoming, Pike, Sullivan, Susquehanna, Tioga, Wayne, Wyoming, and Monroe

METAL LEVEL	PRODUCT NAME	MEDICAL DEDUCTIBLE		COINSURANCE		OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE, COINSURANCE, AND COPAYS)¹		PRIMARY CARE OFFICE VISIT	MENTAL HEALTH/ SUBSTANCE ABUSE OFFICE VISIT	SPECIALIST OFFICE VISIT	URGENT CARE	OUTPATIENT SURGERY**	INPATIENT HOSPITAL	EMERGENCY DEPARTMENT	BASIC DIAGNOSTICS (LAB/ PATHOLOGY)	BASIC DIAGNOSTICS (IMAGING/ X-RAY)	ADVANCED DIAGNOSTICS/ IMAGING (MRI/CAT/PET)	RX FORMULARY (HCR COMPREHENSIVE)²,³
		IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)											
		MEMBER PAYS		MEMBER PAYS		MEMBER PAYS												
Gold	BlueCare Custom PPO \$2000 1x Gold	████	████	█	█	████	████	████████	████████	█	█	████	████	████	████	████	████	████████
Gold	BlueCare Custom PPO \$2500 Gold	████	████	█	█	████	████	████████	████████	█	█	████	████	████	████	████	████	████████
Gold	BlueCare Custom QHD PPO \$2750 Gold	████	████	█	█	████	████	████████	████████	████	████	████	████	████	████	████	████	████████
Gold	BlueCare Custom PPO \$3000 Gold	████	████	█	█	████	████	████████	████████	█	█	████	████	████	█	█	████	████████
Gold	BlueCare Custom PPO \$4000 Gold	████	████	█	█	████	████	████████	████████	█	█	████	████	████	████	████	████	████████
Gold	BlueCare Custom PPO \$5000 1x Gold	████	████	█	█	████	████	████████	████████	█	█	████	████	████	█	█	████	████████
Silver	BlueCare Custom PPO \$0 Silver	█	████	█	█	████	████	████████	████████	█	█	█	█	█	█	█	█	████████
Silver	BlueCare Custom PPO \$2600 Silver	████	████	█	█	████	████	████████	████████	█	█	████	████	████	████	████	████	████████
Silver	BlueCare Custom PPO \$3000 Silver	████	████	█	█	████	████	████████	████████	█	█	████	████	████	████	████	████	████████
Silver	BlueCare Custom PPO \$3000 1x Silver	████	████	█	█	████	████	████████	████████	█	█	████	████	████	████	████	████	████████
Silver	BlueCare Custom QHD PPO \$3400 Silver***	████	████	█	█	████	████	████████	████████	████	████	████	████	████	████	████	████	████████
Silver	BlueCare Custom PPO \$5000 Silver	████	████	█	█	████	████	████████	████████	█	█	████	████	████	████	████	████	████████
Bronze	BlueCare Custom PPO \$5400 Bronze	████	████	█	█	████	████	████████	████████	████	████	████	████	████	████	████	████	████████

† Plans offered by First Priority Life, a wholly owned subsidiary of Highmark Inc. d/b/a Highmark Blue Cross Blue Shield.
 * First Priority Life Custom PPO Network.
 ** Refers to outpatient surgical procedures provided in a hospital or ambulatory surgical facility setting.
 Plan does not offer creditable coverage. See page 36 for details.
 Please refer to page 36 for footnotes.
 To view the full benefit grid, click on the product name above or contact your local broker.

AffordaBlue

A tiered network plan

PLAN HIGHLIGHTS:

- In-network coverage that focuses on care in and around the 13-county region of northeastern Pennsylvania (Tier 1), with the exception of health systems and providers that charge a facility fee (Tier 2).
- Nationwide access to 1.8 million providers, including 97% of all hospitals, at the highest cost share (Tier 3), through the BlueCard® Program.*
- Out-of-network (Tier 3) providers covered at the highest cost share.

IN NETWORK (ENHANCED/TIER 1):

Where employees will pay the least for quality care:

- Participating facilities and providers located within the 13-county region of northeastern Pennsylvania.
- Some facilities and providers located just outside of the 13-county northeastern Pennsylvania region.
- Blue Distinction® Centers for transplants.

* According to the Blue Cross Blue Shield Association, an association of Blue Cross and Blue Shield plans.

IN NETWORK (STANDARD/TIER 2):

Where employees will pay slightly more for in-network care:

- Facilities and providers located within the 13-county region of northeastern Pennsylvania or located just outside of the 13-county region and charge a facility fee.

OUT OF NETWORK:

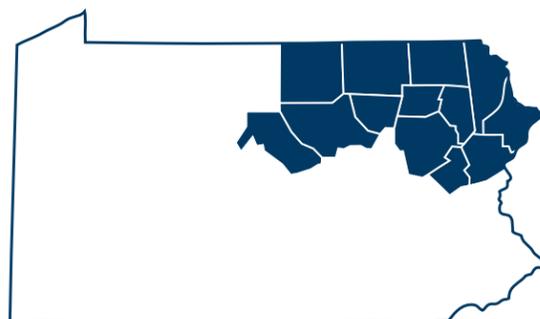
Where employees pay the most for care:

- BlueCard participating providers across the nation.
- Any non-participating providers.



PRODUCT AVAILABILITY

- | | | |
|--------------|---------------|-----------|
| • Bradford | • Lycoming | • Tioga |
| • Carbon | • Monroe | • Wayne |
| • Clinton | • Pike | • Wyoming |
| • Lackawanna | • Sullivan | |
| • Luzerne | • Susquehanna | |



Network listing

AFFORDABLUE IN-NETWORK HOSPITALS, BY COUNTY

The AffordaBlue provider network includes:

- Participating facilities and providers located within the 13-county region of northeastern Pennsylvania.
- Some facilities and providers located just outside of the 13-county northeastern Pennsylvania region.
- Blue Distinction Centers for transplants.*

BRADFORD

- Guthrie Robert Packer Hospital
- Guthrie Towanda Memorial Hospital
- Guthrie Troy Community Hospital

CARBON

- Lehigh Valley Hospital — Carbon
- St. Luke’s Hospital — Carbon Campus
- St. Luke’s Hospital — Lehighon Campus

CLINTON

- Bucktail Medical Center
- UPMC Lock Haven

LACKAWANNA

- CHS Moses Taylor Hospital
- CHS Regional Hospital of Scranton
- Geisinger Community Medical Center
- Lehigh Valley Hospital — Dickson City

LUZERNE

- CHS Wilkes-Barre General Hospital
- Geisinger Wyoming Valley Medical Center
- Lehigh Valley Hospital — Hazleton

LYCOMING

- Geisinger Jersey Shore Hospital
- Geisinger Medical Center Muncy
- UPMC Muncy
- UPMC Williamsport
- UPMC Williamsport Divine Providence Campus

MONROE

- Lehigh Valley Hospital — Pocono
- St. Luke’s Hospital — Monroe Campus

SUSQUEHANNA

- Barnes-Kasson Hospital
- Endless Mountains Health Systems

TIOGA

- UPMC Wellsboro

WAYNE

- Wayne Memorial Hospital

ADDITIONAL IN-NETWORK HOSPITALS OUTSIDE OF SERVICE AREA

These hospitals are in network, but not all doctors affiliated with them are in network.

BERKS

- Penn State Health St. Joseph Medical Center

BUCKS

- Doylestown Hospital
- Grand View Hospital
- Jefferson Health — Bucks Hospital
- Prime Healthcare — Lower Bucks Hospital
- St. Luke’s Hospital — Quakertown Campus
- St. Luke’s Hospital — Upper Bucks Campus
- Trinity Health — St. Mary Medical Center

CHESTER

- Main Line Health — Bryn Mawr Rehab Hospital
- Main Line Health — Paoli County Hospital
- Penn Medicine — Chester County Hospital
- Tower Health — Phoenixville Hospital

COLUMBIA

- Berwick Hospital Center
- Geisinger Bloomsburg Hospital

CUMBERLAND

- Penn State Health Hampden Medical Center
- Penn State Health Holy Spirit Medical Center

DAUPHIN

- Penn State Health Children’s Hospital
- Penn State Health Milton S. Hershey Medical Center

DELAWARE

- Crozer Health — Chester Medical Center
- Crozer Health — Springfield Hospital
- Crozer Health — Taylor Hospital
- Main Line Health — Riddle Hospital
- Trinity Health — Mercy Fitzgerald Hospital

* Blue Distinction Centers are not included in the FPLIC network, but transplant services are covered at in-network cost share.

Provider list as of May 2024. For a full listing of network hospitals, visit [MyHighmark.com](https://www.mylifehighmark.com) and click on **Plans**. Then click on **Doctors and Drugs** under the Individual and Family Plans section.

LANCASTER

- Penn State Health Lancaster Medical Center

LEHIGH

- Lehigh Valley Hospital — 17th Street
- Lehigh Valley Hospital — 1503 North Cedar Crest
- Lehigh Valley Hospital — Cedar Crest
- Lehigh Valley Reilly Children’s Hospital
- St. Luke’s Hospital — Allentown Campus
- St. Luke’s Hospital — Sacred Heart Campus

MONTGOMERY

- Holy Redeemer Hospital
- Jefferson Health — Abington Hospital
- Jefferson Health — Lansdale Hospital
- Jefferson Health — Einstein Medical Center Elkins Park
- Jefferson Health — Jefferson Einstein Montgomery Hospital
- Main Line Health — Bryn Mawr Hospital
- Main Line Health — Lankenau Medical Center
- Prime Healthcare — Suburban Community Hospital
- Tower Health — Pottstown Hospital

MONTOUR

- Geisinger Janet Weis Children’s Hospital
- Geisinger Medical Center

NORTHAMPTON

- Lehigh Valley Hospital — Hecktown Oaks
- Lehigh Valley Hospital — Highland Avenue
- Lehigh Valley Hospital — Muhlenberg
- St. Luke’s Hospital — Anderson Campus
- St. Luke’s Hospital — Easton Campus
- St. Luke’s University Hospital — Bethlehem Campus

PHILADELPHIA

- Children’s Hospital of Philadelphia
- Jefferson Health — Frankford Hospital
- Jefferson Health — Jefferson Einstein Hospital
- Jefferson Health — Methodist Hospital
- Jefferson Health — Thomas Jefferson University Hospital
- Jefferson Health — Torresdale Hospital
- Penn Medicine — Hospital of the University of Pennsylvania
- Penn Medicine — Penn Presbyterian Medical Center
- Penn Medicine — Pennsylvania Hospital
- Prime Healthcare — Roxborough Memorial Hospital
- Temple Health — Chestnut Hill Hospital
- Temple Health — Fox Chase Cancer Center
- Temple Health — Temple University Hospital
- Tower Health — St. Christopher’s Hospital for Children
- Wills Eye Hospital

SCHUYLKILL

- St. Luke’s Hospital — Miners Campus

UNION

- Evangelical Community Hospital

NEW YORK

ORANGE

- Bon Secours Community Hospital — Port Jervis

OUT OF AREA:

Blue Cross and/or Blue Shield (BlueCard) providers outside of Pennsylvania are considered out-of-network and participate at the highest cost.

Provider list as of May 2024. For a full listing of network hospitals, visit [MyHighmark.com](https://www.mylife.com) and click on **Plans**.

Then click on **Doctors and Drugs** under the Individual and Family Plans section.

HIGHMARK BLUE CROSS BLUE SHIELD† 2025 AffordaBlue Plans*

Products available in the following counties: Bradford, Carbon, Clinton, Lackawanna, Luzerne, Lycoming, Pike, Sullivan, Susquehanna, Tioga, Wayne, Wyoming, and Monroe

METAL LEVEL	PRODUCT NAME	MEDICAL DEDUCTIBLE			COINSURANCE			OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE, COINSURANCE, AND COPAYS)†			PRIMARY CARE OFFICE VISIT		MENTAL HEALTH / SUBSTANCE ABUSE OFFICE VISIT		SPECIALIST OFFICE VISIT		URGENT CARE		OUTPATIENT SURGERY**		INPATIENT HOSPITAL		EMERGENCY DEPARTMENT***		BASIC DX (LAB/PATHOLOGY/IMAGING)		ADVANCED DX/IMAGING (MRI/CAT/PET)		RX FORMULARY (HCR COMPREHENSIVE)²,³		
		ENHANCED NETWORK (2X FAMILY)	STANDARD NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	ENHANCED NETWORK (2X FAMILY)	STANDARD NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	ENHANCED NETWORK (2X FAMILY)	STANDARD NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	LOW-COST GENERIC/STANDARD GENERIC/BRAND FORMULARY/NON-FORMULARY/SPECIALTY FORMULARY/SPECIALTY NON-FORMULARY		
		MEMBER PAYS			MEMBER PAYS			MEMBER PAYS																							
Platinum	AffordaBlue \$250 Platinum	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Gold	AffordaBlue \$500 Gold	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Gold	AffordaBlue \$1000 Gold	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Gold	AffordaBlue \$1500 Gold	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Silver	AffordaBlue \$3000 Silver	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

† Plans offered by First Priority Life, a wholly owned subsidiary of Highmark Inc. d/b/a Highmark Blue Cross Blue Shield.
 * First Priority Life Custom PPO Network.
 ** Refers to outpatient surgical procedures provided in a hospital or ambulatory surgical facility setting.
 *** Benefit applies after Enhanced deductible is met.
 Please refer to page 36 for footnotes.
 To view the full benefit grid, click on the product name above or contact your local broker.

Lehigh Valley Flex Blue PPO

A tiered network plan

PLAN HIGHLIGHTS:

- Built around an exclusive collaboration with Lehigh Valley Health Network. These providers work closely with Highmark to provide high-quality, cost-effective care.
- Nationwide access to 1.8 million providers, including 97% of all hospitals, at the highest level of coverage (Enhanced) through the BlueCard® Program.*
- Out-of-network providers are covered at the highest cost share.

IN NETWORK (ENHANCED):

Where employees will pay the least for quality care:

- Lehigh Valley Health Network facilities and providers.
- BlueCard participating providers across the nation.

IN NETWORK (STANDARD):

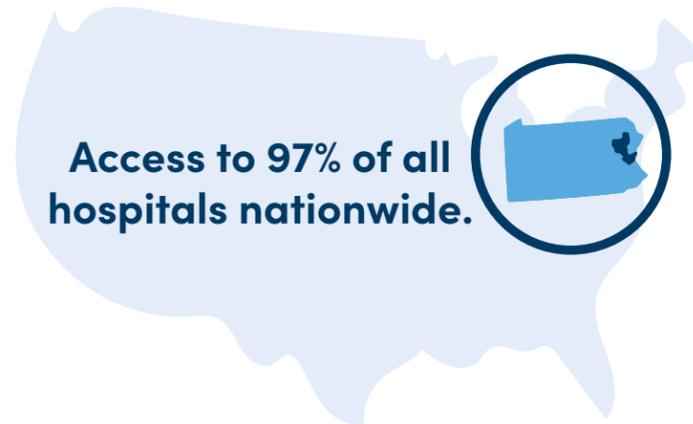
Where employees will pay slightly more for in-network care:

- Some community hospitals in Carbon, Lackawanna, Lehigh, Monroe, Northampton, Schuylkill, and Luzerne counties.

OUT OF NETWORK:

Where employees will pay the most for care:

- Any non-participating providers.



* According to the Blue Cross Blue Shield Association, an association of Blue Cross and Blue Shield plans.

PRODUCT AVAILABILITY

- Carbon
- Monroe



Network listing

IN-NETWORK ENHANCED VALUE BENEFIT LEVEL

CARBON

- Lehigh Valley Hospital — Carbon

LACKAWANNA

- Lehigh Valley Hospital — Dickson City

LEHIGH

- Lehigh Valley Hospital — 17th Street
- Lehigh Valley Hospital — 1503 North Cedar Crest
- Lehigh Valley Hospital — Cedar Crest
- Lehigh Valley Reilly Children’s Hospital

LUZERNE

- Lehigh Valley Hospital — Hazleton

MONROE

- Lehigh Valley Hospital — Pocono

NORTHAMPTON

- Lehigh Valley Hospital — Hecktown Oaks
- Lehigh Valley Hospital — Highland Avenue
- Lehigh Valley Hospital — Muhlenberg

IN-NETWORK STANDARD VALUE BENEFIT LEVEL

CARBON

- St. Luke’s Hospital — Carbon Campus
- St. Luke’s Hospital — Lehighon Campus

LACKAWANNA

- CHS Moses Taylor Hospital
- CHS Regional Hospital of Scranton
- Geisinger Community Medical Center

LUZERNE

- CHS Wilkes-Barre General Hospital
- Geisinger Wyoming Valley Medical Center

MONROE

- St. Luke’s Hospital — Monroe Campus

NORTHAMPTON

- St. Luke’s Hospital — Anderson Campus
- St. Luke’s Hospital — Easton Campus
- St. Luke’s University Hospital — Bethlehem Campus

SCHUYLKILL

- St. Luke’s Hospital — Miners Campus

REMAINING COUNTIES

- Check [MyHighmark.com](https://www.myhighmark.com) for a full list of network providers.

OUT OF AREA:

Blue Cross and/or Blue Shield (BlueCard) providers outside of Pennsylvania are considered in network and participate at the Enhanced level.

Provider list as of May 2024. For a full listing of network hospitals, visit [MyHighmark.com](https://www.myhighmark.com) and click on **Plans**. Then click on **Doctors and Drugs** under the **Individual and Family Plans** section.

2025 Lehigh Valley Flex Blue PPO Plans*

Products available in the following counties: Carbon and Monroe

METAL LEVEL	PRODUCT NAME	MEDICAL DEDUCTIBLE			COINSURANCE			OUT-OF-POCKET MAXIMUM (INCLUDES DEDUCTIBLE, COINSURANCE, AND COPAYS)¹			PRIMARY CARE OFFICE VISIT		MENTAL HEALTH/SUBSTANCE ABUSE OFFICE VISIT		SPECIALIST OFFICE VISIT		URGENT CARE		OUTPATIENT SURGERY**		INPATIENT HOSPITAL		EMERGENCY DEPARTMENT***		BASIC DX (LAB/PATHOLOGY/IMAGING)		ADVANCED DX/IMAGING (MRI/CAT/PET)		RX FORMULARY (HCR COMPREHENSIVE)²,³		
		ENHANCED NETWORK (2X FAMILY)	STANDARD NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	ENHANCED NETWORK (2X FAMILY)	STANDARD NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	ENHANCED NETWORK (2X FAMILY)	STANDARD NETWORK (2X FAMILY)	OUT-OF-NETWORK (2X FAMILY)	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	ENHANCED NETWORK	STANDARD NETWORK	LOW-COST GENERIC/STANDARD GENERIC/BRAND FORMULARY/NON-FORMULARY/SPECIALTY FORMULARY/SPECIALTY NON-FORMULARY		
		MEMBER PAYS			MEMBER PAYS			MEMBER PAYS																							
Gold	Lehigh Valley Flex Blue PPO 500 Gold	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Gold	Lehigh Valley Flex Blue PPO 1250 Gold	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Silver	Lehigh Valley Flex Blue PPO Qualified Embedded 3400 Silver	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

† Plans offered by First Priority Life, a wholly owned subsidiary of Highmark Inc. d/b/a Highmark Blue Cross Blue Shield.
 * First Priority Life PPO Network.
 ** Refers to outpatient surgical procedures provided in a hospital or ambulatory surgical facility setting.
 *** Benefit applies after Enhanced deductible is met.
 Please refer to page 36 for footnotes.
 To view the full benefit grid, click on the product name above or contact your local broker.

There’s a whole lot of legalese around these plans. We put it all in one place for you.

Sword Health, Inc. does not provide health care services. Sword Health, Inc. is an independent company that provides wellness services for your health plan. Sword Health Professionals provides its services through a group of independently owned professional practices consisting of Sword Health Care Providers, P.A., Sword Health Care Providers of NJ, P.C., and Sword Health Care Physical Therapy Providers of CA, P.C.

The Sword virtual physical care program is made available with support from Sword Health.

Onduo is a separate company that provides a virtual diabetes care program for Highmark members.

Benefits and/or benefit administration may be provided by or through the following entities, which are independent licensees of the Blue Cross Blue Shield Association: Highmark Inc. d/b/a Highmark Blue Cross Blue Shield, Highmark Choice Company, Highmark Health Insurance Company, Highmark Coverage Advantage Inc., Highmark Benefits Group Inc., First Priority Health, First Priority Life or Highmark Senior Health Company.

Your plan may not cover all your health care expenses. Read your plan materials carefully to determine which health care services are covered. For more information, call the number on the back of your member ID card or, if not a member, call 866-459-4418.

All references to “Highmark” in this document are references to the Highmark company that is providing the member’s health benefits or health benefit administration and/or to one or more of its affiliated Blue companies.

Blues On Call is a service mark of the Blue Cross Blue Shield Association.

Blue365 is a registered mark of the Blue Cross Blue Shield Association.

Blue Distinction, BlueCard, Blue Cross, Blue Cross Blue Shield Global, Blue Shield and the Cross and Shield symbols are registered service marks of the Blue Cross and Blue Shield Association.

Blue Distinction® Specialty Care is a registered mark of the Blue Cross Blue Shield Association. Blue Distinction Centers (BDC) met overall quality measures, developed with input from the medical community. A Local Blue Plan may require additional criteria for providers located in its own service area; for details, contact your Local Blue Plan. Blue Distinction Centers+ (BDC+) also met cost measures that address consumers’ need for affordable health care. Each provider’s cost of care is evaluated using data from its Local Blue Plan. Providers in CA, ID, NY, PA, and WA may lie in two Local Blue Plans’ areas, resulting in two evaluations for cost of care; and their own Local Blue Plans decide whether one or both cost of care evaluation(s) must meet BDC+ national criteria. Total Care (“Total Care”) providers have met national criteria based on provider commitment to deliver value-based care to a population of Blue members. Total Care+ providers also met a goal of delivering quality care at a lower total cost relative to other providers in their area. Program details are displayed on www.bcbs.com. Individual outcomes may vary. For details on a provider’s in-network status or your own policy’s coverage, contact your Local Blue Plan and ask your provider before making an appointment. Neither Blue Cross and Blue Shield Association nor any Blue Plans are responsible for non-covered charges or other losses or damages resulting from Blue Distinction, Total Care, or other provider finder information or care received from Blue Distinction, Total Care, or other providers.

Discrimination is Against the Law

The Claims Administrator/Insurer complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Claims Administrator/Insurer does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Claims Administrator/Insurer will not deny or limit coverage to any health service based on the fact that an individual’s sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Claims Administrator/Insurer will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual. The Claims Administrator/Insurer:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that the Claims Administrator/Insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Pennsylvania, Delaware, West Virginia, and New York:
1-833-521-1424 (TTY:711)**

ATTENTION: If you speak English, assistance services, free of charge, are available to you. Call the number provided for your state of residence.

ATENCIÓN: Si habla español, tiene servicios de asistencia lingüística sin cargo. Llame al número correspondiente a su estado de residencia.

注意: 如果您说中文, 您可获得免费的语言援助服务。请拨打您所在州相应的电话号码。

توجه کنید: اگر به زبان فارسی صحبت می کنید، خدمات کمک زبانی به صورت رایگان در دسترس شما هستند. با شماره ارائه شده برای ایالت محل سکونتتان تماس بگیرید.

주의: 한국어(를) 사용하는 경우, 언어 지원 서비스를 무료로 이용할 수 있습니다. 거주하시는 주의 전화 번호로 문의하십시오.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd nan lang gratis ki disponib pou ou. Rele nimewo telefòn ki koresponn ak Eta kote w rete a.

ATTENZIONE: Se parla italiano, avrà a disposizione un servizio di assistenza linguistica gratuito. Chiami il numero fornito per il suo stato di residenza.

אנטונג: אייב איר רעדט אידיש, זענען שפראך הילף סערוויסעס, פריי פון אפצאל, אוועילעבל פאר אייך. רופט די נומער וואס איז צוגעשטעלט פאר אייער סטעיט וואו איר וואוינט.

মনোযোগ দিন: আপনি যদি বাংলা ভাষায় কথা বলেন, তাহলে আপনার জন্য বিনামূল্যে ভাষা সহায়তা পরিষেবা উপলব্ধ রয়েছে। আপনি বসবাসরত রাজ্যের জন্য দেওয়া নম্বরে ফোন করুন।

تنبيه: إذا كنت تتحدث العربية، فإن خدمات المساعدة اللغوية متاحة لك مجانًا. اتصل بالرقم المقدم للولاية التي تقم فيها.

UWAGA: jeżeli posługuje się Pan/Pani językiem polsku, udostępniamy bezpłatne usługi wsparcia językowego. Prosimy zadzwonić pod numer podany dla stanu, w którym Pan/Pani mieszka.

ATTENTION : si vous parlez français, des services d’assistance linguistique sont disponibles gratuitement. Appelez le numéro de téléphone pour votre État de résidence.

توجه دیں: اگر آپ اردو بولتے ہیں، تو لسانی مدد کی خدمات آپ کے لیے مفت دستیاب ہیں۔ اپنی رہائش والی ریاست کے لیے فراہم کردہ نمبر پر کال کریں۔

CHÚ Ý: Nếu quý vị nói Tiếng Việt, dịch vụ hỗ trợ ngôn ngữ miễn phí được cung cấp sẵn cho quý vị. Gọi số được cung cấp cho tiểu bang cư trú của quý vị.

PAUNAWA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga serbisyo ng tulong sa wika nang walang bayad. Tawagan ang numerong ibinigay para sa estadong tinitirhan mo.

ΠΡΟΣΟΧΗ: Αν μιλάτε Ελληνικά, έχετε πρόσβαση σε δωρεάν υπηρεσίες γλωσσικής βοήθειας. Καλέστε τον αριθμό που παρέχεται για την περιοχή σας.



Because Life.™

Detach this wallet size license and carry on your person.



KAREEM G CORBIN License Number 286218	
License Type: Resident Producer Indv Effective Date: August 6, 2003 Expiration Date: April 30, 2026	
KAREEM G CORBIN [REDACTED]	Lines of Authority: Accident and Health, Life and Fixed Annuities
 8185221132	

- This is your new License. Please note your new license number and check your lines of authority to be certain they are correct.
- If your license is subject to Continuing Education (CE) requirements, this requirement **MUST BE SATISFIED** prior to your license expiration date.
 - To obtain information on your CE requirements and current CE status, access www.sircon.com/pennsylvania
- You must notify the Insurance Department of address changes within 30 days of the change.
 - You may report the address change via e-mail sent to ra-in-producer@pa.gov
- For additional information on the services of the Insurance Department visit our website at www.insurance.pa.gov
- You must notify the Insurance Department in writing within 30 days of being charged with any misdemeanor or felony.

Visit the Pennsylvania Insurance Department's WEB Site at www.insurance.pa.gov

DETACH BELOW

KAREEM G CORBIN
License Number 286218

is licensed to engage in the business of insurance in the Commonwealth of Pennsylvania in the capacity stated below, subject to applicable laws and rules

License Type: Resident Producer Indv

Effective Date: August 6, 2003

Expiration Date: April 30, 2026

KAREEM G CORBIN
[REDACTED]



Lines of Authority:
Accident and Health, Life and Fixed Annuities



Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)



PRIMARY APPLICATION – NARRATIVE

Lines of Business

Explanation: see questionnaire for responses.

Attachments:

Strategic Plan

Explanation:

Attachments: [REDACTED]

Marketing and Agency Force

Explanation: see questionnaire responses

Attachments:

Underwriting

Explanation: see questionnaire responses

Attachments:

Claims Handling

Explanation: see questionnaire responses

Attachments:

Operating Agreements

Explanation:

Attachments: [REDACTED]

Management and Operations

Proposed Applicant Company Name: Highmark Care Benefits Inc

FEIN: 99-4254510

Tracking Number: 1000253 (Original Submission)

Explanation: Please see attached officer and director listing

Attachments: HCB Management Structure

Other

Explanation:

Attachments:

Section	Description	Document Name	Note
8	Narrative	Narrative	Full Redaction
8	Narrative	Operating Agreements-Federal Tax Allocation Joinder	Full Redaction
8	Narrative	Operating Agreements-HMKH and Multi Affiliate ASA	Full Redaction
8	Narrative	Operating Agreements-HMKH_HAH Investment Mgmt	Full Redaction
8	Narrative	Strategic Plan-Company_product differentiation	Full Redaction

Report Name : Management Structure

Exported On : 7/26/2024

Entity Name: Highmark Care Benefits Inc.

Name	Title	Title Role	Role Start
Ball, Jr. Leroy M.	Director	Board of Directors	7/9/2024
Blandino, M.D. David Arthur	Director	Board of Directors	7/9/2024
Bloomington, Richard Wallace	Director	Board of Directors	7/9/2024
Civitarese, DO, MMI Louis A.	Director	Board of Directors	7/9/2024
Clark, Gina	Director	Board of Directors	7/9/2024
Donahue, Thomas R.	Director	Board of Directors	7/9/2024
Foster, Esq. Don Parks	Director	Board of Directors	7/9/2024
Guyaux, Joseph Clinton	Director	Board of Directors	7/9/2024
Hanlon, Karen Lynn	Director	Board of Directors	7/9/2024
Hoffman, Steven Murray	Director	Board of Directors	7/9/2024
Holmberg, David Lynn	Director	Board of Directors	7/9/2024
Jenkins, Kevin Lee	Director	Board of Directors	7/9/2024
Johnson, M.D. Calvin Barksdale	Director	Board of Directors	7/9/2024

Jordan, Esq. Gregory B.	Director	Board of Directors	7/9/2024
Lamont, Gary F.	Director	Board of Directors	7/9/2024
Larrimer, Karen L.	Director	Board of Directors	7/9/2024
Malone, David J.	Director	Board of Directors	7/9/2024
McCarthy, Jr. John D.	Director	Board of Directors	7/9/2024
McKee, Lynn	Director	Board of Directors	7/9/2024
Meakem, Glen T.	Director	Board of Directors	7/9/2024
Holmberg, David Lynn	Chairman of the Board	Board of Directors	7/24/2024
Doran, Thomas Anthony	President	Principal Officer	7/24/2024
Daley, Carleton Kellogg	Treasurer	Principal Officer	7/24/2024
Kavanaugh, Thomas Devlin	Secretary	Principal Officer	7/24/2024