

To Whom it May Concern:

(the “Company”), is the plan sponsor of the  
(the “Plan”).  
Blue Cross Blue Shield of Massachusetts, including when applicable Blue Cross Blue  
Shield HMO Blue, (“Blue Cross”) is the insurer of the Plan.

The purpose of this letter is to document the Company’s direction to Blue Cross to provide travel and lodging benefits in accordance with the attached Exhibit 1, which the Company has filled out and signed. In providing this direction, the Company represents that this letter is signed by an authorized representative of the Company and acknowledges that the Company is responsible for tax withholding, payment, reporting, if any, with respect to Plan participants.

In addition, and notwithstanding any provision in the premium account agreement between the Company and Blue Cross to the contrary, the Company agrees that Blue Cross is not liable for any loss resulting from Blue Cross’ actions directly or indirectly related to the travel and lodging benefits, as described in Exhibit 1, adopted by the Company. Accordingly, the Company agrees to indemnify and hold harmless Blue Cross, its directors, officers, employees, and agents (the “Indemnified Parties”) from and against all amounts, including without limitation, taxes, expenses (including reasonable attorneys’ fees), liabilities, claims, damages, actions, suits, or other charges incurred by or assessed against any of the Indemnified Parties as a direct or indirect result of administering or providing these travel and lodging benefits for members of the Plan.

Based on the foregoing, and with the understanding that Blue Cross will rely on the above representations by the Company in following this direction, the Company hereby directs Blue Cross to make available travel and lodging benefits as described in the attached Exhibit 1.

Sincerely,

Name:

Title:

Acting as Plan Sponsor for the Plan

## **Exhibit 1 – Travel and Lodging Benefits**

Account Name:

Account Number:

Rider Effective Date: (Coverage effective first of the month only)

Rider option

Annual Benefit Maximum: \$5,000

Daily Travel Maximum: No maximum

The benefits authorized herein shall be administered pursuant to a rider that is made a part of the Account's plan and shall be administered in accordance with the following terms and conditions:

For *members* seeking surgical or medication-assisted voluntary termination of pregnancy (abortion) services when access to these covered services is restricted or not available in the member's state as a result of state law, this health plan will cover transportation (automobile, airplane, train, or bus) and lodging costs when the member must travel more than 100 miles in each direction from their residence to the nearest qualified covered provider that can furnish the covered service. This coverage is provided for up to the annual or lifetime benefit maximum, as selected above, for each eligible member.

This additional coverage for transportation and lodging costs is available for the member who is receiving the covered service and one companion if the companion's presence is necessary to allow the member to receive covered services.

The coverage provided for lodging expenses will not exceed \$50 each day for each eligible person (member and companion) up to \$100 total each day.

If a member is traveling by automobile to a covered facility for covered services, costs that the member pays for a rental car, mileage, parking, and/or tolls are eligible for reimbursement. Reimbursement for mileage costs will be calculated based on the standard mileage rates for the use of a car for medical purposes that are issued by the Internal Revenue Service and that are in effect for the time period in which the covered service is received. Costs paid for taxi and/or rideshare services are also eligible for reimbursement.

If a member is traveling by airplane to a covered facility for covered services, airfare must be for a regularly scheduled commercial flight (coach class only). Airfare expenses will count toward any annual or lifetime benefit maximum.

Once any benefit maximum payments for transportation and lodging costs have been reached, no more benefits will be provided for these costs.

Any copayments and coinsurance that normally apply for covered services do not apply for covered transportation and lodging costs. The only exception is when a member is enrolled in a qualified HSA compliant- high deductible health plan. In this case, the deductible, as described in the Schedule of Benefits and/or riders for the plan option, must also apply to covered transportation and lodging costs.

To be reimbursed for eligible transportation and lodging costs, a member must submit a reimbursement request to Blue Cross and Blue Shield as instructed by Blue Cross and Blue Shield.

No reimbursement benefits are provided for: taxes; tips and/or gratuities; travel outside of the United States; alcohol and/or tobacco purchases; entertainment (such as, but not limited to, movies, visits to museums, additional mileage for sightseeing); expenses for persons other than the member who is receiving the covered service and their covered companion as described above; costs for lodging in any location other than a hotel or motel; meals; personal care items (such as, but not limited to, shampoo, deodorant, toothbrush); souvenirs (such as, but not limited to, T-shirts, sweatshirts, toys); telephone calls; childcare; lost wages; and other items and services that are not considered expenses for medical care under Internal Revenue Code section 213(d) for reimbursement under the Internal Revenue Service's (IRS) guidelines for qualified expenses.

The Account acknowledges and agrees that the benefit will be administered pursuant to a member submitted attestation form noting the type of travel and costs. Reimbursement will be based on that attestation. Members will be asked to maintain travel receipts but may not be asked to submit them for routine processing prior to reimbursement for travel expenses. The Account acknowledges and agrees that Blue Cross will not validate claims at the time it processes the travel reimbursement request and that Blue Cross will not validate costs related to travel/lodging, including but not limited to validation of mileage. Blue Cross reserves the right to modify this process at any time with no advance notice to the Account or its members.

Signing this form confirms your agreement to the terms and conditions contained herein.

, on behalf of itself and its group health plan

By:

Title:

Date: