

**Oxford Health Insurance, Inc.**  
**Healthy New York**  
**Oxford Group Enrollment Agreement**

Group Name: \_\_\_\_\_ (“Group”)

Group Numbers: \_\_\_\_\_ Effective Date: \_\_\_\_\_ , \_\_\_\_\_.

**Definitions**

- Agreement: This Group Enrollment Agreement, the Group Application, the individual applications of the Members, the Certificate of Coverage, the Schedule of Benefits and any applicable Riders.
- OHINY, Us , We, Our: Oxford Health Insurance, Inc.
- Members: Subscribers and Covered Dependents.
- Our Risk: The likelihood We may be responsible to pay for benefits, administrative services, taxes, assessments or other costs for Coverage to Group.
- Terms not defined in this Group Enrollment Agreement will have the meaning set forth in the Certificate.

**In consideration** of the payment of Premiums, OHINY and Group agree that OHINY will arrange or pay for Covered medical and hospital services in accordance with the terms and provisions of the Agreement. Such services will be provided for the Group’s eligible employees (Subscribers) <sup>1</sup>[and their Covered Dependents].

**I. EFFECTIVE DATE AND TERMS OF AGREEMENT:**

The Agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at 12:00 a.m. Eastern Time and will remain in effect for a period of \_\_\_\_ consecutive months, ending on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at 11:59 p.m. Eastern Time at which time coverage will terminate (the “Initial Contract Period”). Payment of premium constitutes acceptance of the terms of this Agreement. Upon our receipt of the Group's signed application and the first Premium payment, this Agreement is deemed executed.

If the Group continues to be eligible for small group coverage and is not otherwise terminated in accordance with Section XIII of this Agreement, the Agreement, and the coverage provided under the Agreement, will automatically renew after the end of the Initial Contract Period or any Subsequent Contract Period.

Payment of premium constitutes acceptance of the terms of this Agreement at renewal. U Upon renewal, this Agreement replaces and overrules any previous agreements relating to benefits for Covered medical and hospital services between the Group and us. The terms and conditions of

this Agreement will, in turn, be overruled by those of any subsequent agreements relating to benefits for Covered medical and hospital Services between the Group and Us.

We will not be deemed or construed as an employer or plan administrator for any purpose with respect to the administration or provision of benefits under the Group's benefit plan. We are not responsible for fulfilling any duties or obligations of an employer or plan administrator with respect to the Enrolling Group's benefit plan.

**II. COVERAGE:**

The Group has chosen the following Benefit Plan(s):

Benefit Plan Code/Description: \_\_\_\_\_

Optional Benefit Rider: \_\_\_\_\_

**III. PREMIUM RATE SCHEDULE:**

<u>Type of Coverage</u>	<u>Total Monthly Premium</u>
_____ Single _____	\$ _____
_____ Family _____	\$ _____
_____ Parent/Child [ren] _____	\$ _____
_____ Couple _____	\$ _____

**IV. ELIGIBILITY GUIDELINES:**

**A. Small Employer Eligibility**

**To be considered an Eligible Small Employer to offer Healthy New York all of the following criteria must be met by the Group:**

- The small business must be located within New York State,
- The small employer must have 50 or fewer full time equivalent employees. (Please note that businesses with fewer than 20 total employees should not count employees that are eligible for Medicare because they are not eligible for Healthy New York Coverage; however, businesses with greater than 20 employees should include Medicare eligible employees.)
- <sup>2</sup>[30%] of the eligible employees must earn wages of <sup>3</sup>[\$43,000] or less annually.
- The small employer must contribute <sup>4</sup>[at least 50%] of the Healthy New York full time employee premium (the percentage of the small employer's contribution for part-time employees is entirely discretionary)
- The small employer must not have provided group health insurance coverage to its employees within the preceding 12 months. (Previous coverage does not include: (i)

coverage that offered limited benefits, i.e. medical benefits only or hospital benefits only or (ii) coverage “arranged for” by the Group if the Group contributed <sup>5</sup> [\$50 or less] towards the premium ) Beginning February 1, 2005, for small employers whose business is located in one of the following counties: Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, and Westchester, the small employer must not have provided group health insurance coverage to its employees within the preceding 12 months. (Previous coverage does not include: (i) coverage that offered limited benefits, i.e. medical benefits only or hospital benefits only or (ii) coverage “arranged for” by the Group if the Group contributed <sup>6</sup> [\$75 or less] towards the premium ).

- <sup>7</sup>[Fifty percent (50%)] of the eligible employees, who are not otherwise insured, must participate in the program and at least one participant must earn annual wages of <sup>8</sup>[\$43,000] or less.
- At least one eligible employee (Subscriber) <sup>9</sup> earning annual wages of [\$43,000] or less must enroll in Healthy New York.

## **B. Subscriber Eligibility**

Eligible employees of the Group will be employees of the Group who work a minimum of <sup>10</sup>[20 hours per week] who earn <sup>11</sup>[\$43,000 or less] annually <sup>12</sup>[and part-time employees who work <sup>13</sup>[20 hours or less per week].] In addition, eligible employees of the Group and their eligible family members will meet the eligibility criteria set forth in the Certificate and the requirements set forth below:

Subscribers: Subscribers will be eligible on the <sup>14</sup>[first day of month] occurring <sup>15</sup>[30 days] after commencement of employment. Coverage ends on the <sup>16</sup>[last day of the month in which eligibility ends].

<sup>17</sup>[Such waiting period is waived for employees rehired within <sup>18</sup>[six] months after an approved leave of absence.]

Covered Dependents: The legal spouse of the Subscriber and any dependent children, as defined in the Certificate, are eligible for coverage. Such children are eligible only until the child reaches age [<sup>33</sup>26]. Coverage ends on the last day of the month in which child’s birthday occurs.

Handicapped dependents: The attainment of the limiting age for dependent children shall not operate to terminate the coverage of the child if at such date the child is and continues thereafter to be both (1) incapable of self-sustaining employment by reason of mental or physical handicap and (2) chiefly dependent upon such employee or Subscriber for support and maintenance.

Proof of the incapacity and dependency shall be furnished by the employee or Subscriber within thirty-one days of the child’s attainment of the limiting age. Periodic proof may be required, but in no case more frequently than once a year.

Adopted children: Coverage shall be provided for children legally placed for adoption with an employee or other Subscriber of the Group who is an adoptive parent or prospective adoptive parent, even though the adoption has not been finalized, provided the child is dependent upon such employee or Subscriber for support and maintenance.

The Group may require notification of the acceptance of the child within thirty-one days after the acceptance of such child in order to continue coverage.

<sup>19</sup>[Coverage for Dependents through age 29: A Dependent who has attained the above limiting age can continue coverage until they reach age 30 subject to the eligibility requirements outlined in the Certificate.]

The eligibility requirements listed in this section of this Group Enrollment Agreement are material to Our administration of the Agreement. During the term of the Agreement, We will not permit any change in these eligibility requirements unless We agree, in writing, to such change.

**V. NOTICE:**

<sup>20</sup>[All notices to be given to the Group Broker will be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
attn: \_\_\_\_\_]

All notices to be given to the Group will be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
attn: \_\_\_\_\_]

All notices to be given to Us will be addressed to:

Oxford Health Insurance, Inc.  
<sup>21</sup>[521 Fifth Avenue  
New York, NY 10175]

**VI. PREMIUM DUE DATE AND PAYMENTS:**

The first day of the month is the “Premium Due Date.” The Group agrees to remit to Us on or before the Premium Due Date the applicable Total Monthly Premium set forth in Section III above for each Subscriber enrolled as of such date. Membership as of such date will be determined by Us in accordance with Our Subscriber records. If a Premium payment is not made in full by Group on or prior to the Premium Due Date, a 30-day Grace Period will be granted to the Group for payment without interest charge. If payment is not received by the expiration of the Grace Period, then the Agreement may be terminated by Us pursuant to Section XIII of this document. Premiums outstanding subsequent to the end of the Grace Period will be subject to a late penalty charge of 1.50% of the total Premium amount due. This amount will be calculated for each 30-day period, or portion thereof, that the amount due remains outstanding. If the Agreement is terminated for any reason, the Group will continue to be held liable for all Premium payments due and unpaid before the termination, including, but not limited to, Premium payments for any time the Agreement is in force during the Grace Period.

Notwithstanding any language to the contrary in the Agreement, We will have no obligation to provide benefits or pay claims for any Subscriber during any period for which the required Premium payment has not been made, including during any Grace Period. If We provide benefits or pay claims for any Subscriber during any period for which the Premium payment has

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not been made, such provision of benefits or payment of claims will not constitute a waiver of Our right to discontinue the provision of coverage or payment of claims until such time as the Premium payment is made.

## **VII. PREMIUM ADJUSTMENTS:**

We may make retroactive adjustments for any additions or terminations of Members that are not reflected in our records at the time we calculate the total monthly Premium due. We will not grant retroactive credit for any change occurring more than <sup>22</sup>[60] days prior to the date we received notification of the change from the Group. We also will not grant retroactive credit for any calendar month in which a Subscriber has received Benefits.

- A. **Enrollment.** If a Subscriber enrolls on or before the fifteenth (15<sup>th</sup>) day of a month, the Group will remit to Us on or before the next Premium Due Date an additional Total Monthly Premium for such Subscriber for the month in which the Subscriber enrolled. If a Subscriber enrolls after the fifteenth (15<sup>th</sup>) day of a month, no additional Premium payment will be due for such Subscriber for the month in which the Subscriber enrolled. Note: This does not apply to any Group where the Subscribers become eligible for coverage on the first day of the month, per Section IV, “Eligibility.”
- B. **Termination.** If a Subscriber’s coverage ends on or before the fifteenth (15<sup>th</sup>) day of a month, We will credit the Group the total Monthly Premium for such Subscriber for that month. If a Subscriber’s coverage ends after the fifteenth (15<sup>th</sup>) day of a month, the Group will not be entitled to any Premium adjustment from Us. Note: This does not apply to any Group whose Subscriber’s lose coverage on the last day of the month, per Section IV, “Eligibility.”

## **VIII. PREMIUM RATE CHANGES:**

**Initial Contract Period:** The Premium Rate Schedule set forth on page one of this Group Enrollment Agreement will be valid only for the Initial Contract Period. Premium Rates for the Initial Contract Period will not be changed by Us unless a change required by statute or regulation increases Our cost risk under the Agreement. If such a statutory or regulatory change occurs, We may change the Premium Rate Schedule at any time with a <sup>23</sup>[45-day] prior written notice to Group.

**Subsequent Contract Period:** At any time, with a <sup>24</sup>[45-day] prior written notice, We may change the Premium Rate Schedule for any Subsequent Contract Period as follows:

- Upon the renewal of the Agreement; or
- When a change required by statute or regulation that increases Our risk under the Agreement.
- The Group has made a misrepresentation or omission in the application for coverage or has failed to follow the policies and procedures established by Us in administering and interpreting the Agreement and the misrepresentation, omission or failure changes Our Risk under the Agreement.

Regarding renewals: If We fail to give the Group the required advance notice, the Premium Rates in effect prior to the commencement of the Subsequent Contract Period will remain in effect for a period of <sup>25</sup>[45] days after the Group was notified by Us of the new Premium Rates for the Subsequent Contract Period, after which period the new Premium Rates will go into effect.

**IX. SUBSCRIBER EFFECTIVE DATES OF COVERAGE:**

Coverage of prospective Subscribers will be subject to Our receipt of an complete and signed Enrollment Form, certification of eligibility and applicable monthly Premium for each prospective Subscriber within 31 days of the Subscriber becoming eligible for coverage under the Agreement.

**X. INELIGIBLE SUBSCRIBERS:**

If the Group fails to immediately notify Us of a Subscriber's ineligibility, and the Group has made or continues to make the Premium payments for such Subscriber, We will credit such Premium payment back to the last day of the month immediately prior to the month in which such termination notice is received by Us. We will provide this credit only if We have not authorized or incurred claims for health services for such Subscriber during the period when We were unaware of the Subscriber's ineligibility.

**XI. OPEN ENROLLMENT PERIOD:**

The Group will hold a Group Open Enrollment Period at least once each year. During the Group Open Enrollment Period, eligible employees, as determined by the Agreement, may elect coverage under the Agreement.

**XII. RESPONSIBILITIES OF GROUP:**

Group agrees to:

- A. Offer coverage to those eligible employees <sup>26</sup>[and Covered Dependents], as described in Section IV above.
- B. Provide notification to each Subscriber, within 15 days after termination of the Subscriber's coverage, of the Subscriber's right to convert to one of Our individual direct payment contracts, contingent upon the Subscriber having reasonable access to Our Service Area or convert to the Healthy New York Individual Program. Group is also responsible for providing COBRA notices to ineligible Subscribers.
- C. Furnish to Us, on a monthly basis (or as otherwise required), on Our approved forms, such information as may reasonable be required by Us for the administration of the Agreement, including any change in a Member's eligibility status. In addition, We may, at reasonable times, examine the Group's pertinent records with respect to eligibility and Premium payments hereunder.

- D. Comply with all policies and procedures established by Us in administering and interpreting the Agreement. This includes providing Oxford with the Re-certification Notice <sup>27</sup>[at least 45] days prior to the renewal date.

**XIII. TERMINATION:**

A. The Agreement may be terminated by Us:

- (i) Upon written notice, if any Premium payment or contribution required to be made by the Group is not received by the Premium Due Date, subject to a 30-day grace period;
- (ii) Upon written notice, if the Group ceases to operate or relocates outside of the Service Area;
- (iii) If the Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Agreement. If the Group has provided us with false information material to the execution of the Policy or to the provision of coverage under this Policy, we have the right to rescind this Policy back to the effective date of the Initial Contract Period;
- (iv) We cease offering group contracts in New York in accordance with applicable law;
- (v) The Group ceases to meet the requirements for a group as defined under applicable law;
- (vi) In connection with this Plan, there is no longer any employee who lives, resides or works in the Service Area; or
- (vii) For failure to provide Us with Re-certification notice <sup>28</sup>[at least 60 days] prior to the renewal date. Notice of non-renewal will be issued with <sup>29</sup>[45 days] notice.
- (viii) For such other reasons as are acceptable to the Superintendent of Insurance and not inconsistent with Public Law 104-191.
- (ix) For failure to meet the requirements for a Healthy New York plan at the time of the Group's renewal.

B. The Agreement may be terminated by the Group:

- (i) Upon written notice, in the event of the insolvency or bankruptcy of OHINY;
- (ii) Upon written notice, in the event of the revocation of OHINY's Certificate of Authority;
- (iii) In the event of Our material breach of any of the terms and provisions of the Agreement, upon a 45-day prior written notice to Us;
- (iv) As of the date any Premium change would become effective, by providing Us with written notice of termination not less than 30 days prior to such effective date; or
- (v) Without cause, by giving Us a <sup>30</sup> [30]-day advance written notice.

**XIV. ENTIRE AGREEMENT:**

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The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous arrangements, understandings, negotiations and discussions of the parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification or waiver of the Agreement will be binding unless executed in writing by authorized representatives of the parties.

**XV. APPLICABLE LAW:**

The Agreement will be governed by the laws of the State of New York.

**XVI. INCONSISTENCY:**

In the event of any inconsistency between this Group Enrollment Agreement and the Certificate, the terms of this Group Enrollment Agreement will govern.

**XVII. AMENDMENTS:**

Any amendments to the Agreement must be in writing and must be approved by authorized representatives of both the Group and OHINY. Amendments to this Agreement are effective 30 days after we send written notice to the Group. Riders are effective on the date we specify. Other than changes to the Premium Rate Schedule, no change will be made to this Agreement unless made by an Amendment or a Rider which is signed by one of our authorized executive officers. No other individual has the authority to change the Agreement, waive any of its provisions or restrictions, extend the time for making a payment, or bind OHINY by making any other commitment or representation.

Formal acceptance of an amendment to the Agreement by the Group will not be required if: the change has been negotiated by means of a request by the Group and agreed to by Us and such amendment is attached to this Group Enrollment Agreement; if the change is required to bring the Agreement into conformance with any applicable law, regulation or ruling of the jurisdiction in which the Agreement is delivered or of the federal government; or if the Group makes payment of any applicable Premium on and after the effective date of such amendment.

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.**

**OXFORD HEALTH INSURANCE, INC**

\_\_\_\_\_  
(Group)

By: \_\_\_\_\_  
*Authorized Signature*

By: \_\_\_\_\_  
*Authorized Signature*



TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

<sup>a</sup> [Attachments: Amendments requested by the Group and accepted by Us.]

## **Explanation of Variability Group Enrollment Agreement**

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- <sup>1</sup> This language will be used if dependents are covered.
  - <sup>2</sup> The amount may change if applicable law changes.
  - <sup>3</sup> The amount may change if applicable law changes.
  - <sup>4</sup> The amount may change if applicable law changes.
  - <sup>5</sup> The amount may change if applicable law changes.
  - <sup>6</sup> The amount may change if applicable law changes.
  - <sup>7</sup> The amount may change if applicable law changes.
  - <sup>8</sup> The amount may change if applicable law changes.
  - <sup>9</sup> This language will be used if dependents are covered.
  - <sup>10</sup> The correct information will appear if depending on what the employer has elected to offer.
  - <sup>11</sup> The amount may change if applicable law changes.
  - <sup>12</sup> This language will be used of Employer's offer coverage to their part time employees.
  - <sup>13</sup> The correct information will appear if depending on what the employer has elected to offer.
  - <sup>14</sup> The group will determine when eligibility begins and ends.
  - <sup>15</sup> The group will determine when eligibility begins and ends.
  - <sup>16</sup> The group will determine when eligibility begins and ends.
  - <sup>17</sup> This provision may be used at the employer's discretion.
  - <sup>18</sup> A shorter time frame may be used at the employer's discretion.
  - <sup>19</sup> If the group selects the optional mandated offer for extension of dependent age, this language will appear.
  - <sup>20</sup> This language will be used if appropriate.
  - <sup>21</sup> The correct address will appear here.
  - <sup>22</sup> Timing for granting retroactive credit will appear here.
  - <sup>23</sup> A longer notice period may be used.
  - <sup>24</sup> A longer notice period may be used.
  - <sup>25</sup> The amount of days may be increased.
  - <sup>26</sup> This language will be used if dependents are being covered.
  - <sup>27</sup> The amount may change if applicable law changes.
  - <sup>28</sup> The amount may change if applicable law changes.
  - <sup>29</sup> The amount may change if applicable law changes.
  - <sup>30</sup> The amount may change if applicable law changes.
  - <sup>33</sup> The dependent age will be either 26 or 30 depending on the group's selection.