

**Oxford Health Plans (NY), 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 and Member Handbook, the Summary of Benefits and any applicable Riders.
- OHPNY, Us, We, Our: Oxford Health Plans (NY), Inc.
- Members: Subscribers <sup>1</sup>[and Covered Dependents].
- Terms not defined in this Group Enrollment Agreement will have the meaning set forth in the Certificate.

**In consideration** of the payment of Premiums, OHPNY and Group agree that OHPNY 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>2</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”). 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 unless it would otherwise terminate in accordance with Section XIII of this Group Enrollment Agreement.

**II. COVERAGE:**

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

Optional Benefit Rider:

**III. PREMIUM RATE SCHEDULE:**

The Group may select one of the two available benefit options under this Agreement, Option 1 without prescription drug coverage or Option 2 with prescription coverage <sup>3</sup>[(annual limit \$3,000)]. The premiums are different for each Option. Your election may only be changed upon

annual renewal/recertification pursuant to Article XII.D hereof. The selected Option shall apply to of all of the Group’s eligible employees (Subscribers) <sup>4</sup>[and their Covered Dependents].

**A. Option 1 (without prescription drug)**

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

**B. Option 2 (with prescription coverage –<sup>5</sup> [annual limit \$3,000])**

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

**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 eligible 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>6</sup>[30%] of the eligible employees must earn wages of <sup>7</sup>[\$32,000] or less annually.
- The small employer must contribute <sup>8</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 nor (ii) coverage “arranged for” by the Group if the Group contributed <sup>9</sup> [\$50 or less] towards the premium )

- <sup>10</sup>[Fifty percent (50%)] of the eligible employees must participate in the program and at least one participant must earn annual wages of <sup>11</sup>[\$32,000] or less.
- At least one eligible employee <sup>12</sup>(Subscriber) earning annual wages of <sup>13</sup>[\$32,000] 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 **20** hours per week who earn <sup>14</sup>[\$32,000 or less] annually <sup>15</sup>[and part-time employees who work <sup>16</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>17</sup>[first day of month] occurring <sup>18</sup>[30 days] after commencement of employment. Coverage ends on the <sup>19</sup>[last day of the month in which eligibility ends].

<sup>20</sup>[Such waiting period is waived for employees rehired within <sup>21</sup>[six] months after an approved leave of absence.]

<sup>22</sup>[Covered Dependents: The legal spouse of the Subscriber and any unmarried, dependent children, as defined in the Certificate, are eligible for coverage. Such children are eligible only until the child reaches age 19 or age 23 if child is full-time student. 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 member for support and maintenance.

Proof of the incapacity and dependency shall be furnished by the employee or member 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 member of the Group who is an adoptive parent or prospective adoptive parent, even though the adoption has not been finalized, provided the child lives in the household of such employee or member and the child is dependent upon such employee or member 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.]

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>23</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 Plans (NY), Inc.  
<sup>24</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 Member enrolled as of such date. Membership as of such date will be determined by Us in accordance with Our Member 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 Member 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 Member during any period for which the Premium payment has 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:**

A. Enrollment. If a Member 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 Member for the month in which the Member enrolled. If a Member enrolls after the fifteenth (15<sup>th</sup>) day of a month, no additional Premium payment will be due for such Member for the month in which the Member 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 Member'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 Member for that month. If a Member'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>25</sup>[45-day] prior written notice to Group.

**Subsequent Contract Period:** At any time, with a <sup>26</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; and
- When a change required by statute or regulation that increases Our risk under the Agreement.

<sup>27</sup>[We may also change the Premium Rate for any other reason upon a <sup>28</sup>[90-day] prior written notice to the Group.]

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>29</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.

Any change in the Premium Rates will be subject to the approval of the New York Insurance Department

#### IX. MEMBER EFFECTIVE DATES OF COVERAGE:

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

#### X. INELIGIBLE MEMBERS:

If the Group fails to immediately notify Us of a Member's ineligibility, and the Group has made or continues to make the Premium payments for such Member, 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 Member during the period when We were unaware of the Member'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>30</sup>[and Covered Dependents], as described in Section IV above.
- B. Provide notification to each Member, within 15 days after termination of the Member's coverage, of the Member's right to convert to one of Our individual direct payment contracts, contingent upon the Member having reasonable access to Our Service Area or convert to the Healthy New York Individual Program.
- 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>31</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;
  - (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>32</sup>[at least 60 days] prior to the renewal date.  
Notice of non-renewal will be issued with <sup>33</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.

B. The Agreement may be terminated by the Group:

- (i) Upon written notice, in the event of the insolvency or bankruptcy of OHPNY;
- (ii) Upon written notice, in the event of the revocation of OHPNY'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 60-day advance written notice.

**XIV. ENTIRE AGREEMENT:**

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 OHPNY. No other individual has the authority to modify the Agreement, waive any of its provisions or restrictions, extend the time for making a payment, or bind OHPNY 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.

**OXFORD HEALTH PLANS (NY), 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> This language will be used if dependents are covered.
  - <sup>3</sup> The amount may change if applicable law changes.
  - <sup>4</sup> This language will be used if dependents are covered.
  - <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> The amount may change if applicable law changes.
  - <sup>10</sup> The amount may change if applicable law changes.
  - <sup>11</sup> The amount may change if applicable law changes.
  - <sup>12</sup> This language will be used if dependents are covered.
  - <sup>13</sup> The amount may change if applicable law changes.
  - <sup>14</sup> The amount may change if applicable law changes.
  - <sup>15</sup> This language will be used of Employer's offer coverage to their part time employees.
  - <sup>16</sup> The correct information will appear if depending on what the employer has elected to offer.
  - <sup>17</sup> The group will determine when eligibility begins and ends.
  - <sup>18</sup> The group will determine when eligibility begins and ends.
  - <sup>19</sup> The group will determine when eligibility begins and ends.
  - <sup>20</sup> This provision may be used at the employer's discretion.
  - <sup>21</sup> A shorter time frame may be used at the employer's discretion.
  - <sup>22</sup> This language will be used if dependents are being covered.
  - <sup>23</sup> This language will be used if appropriate.
  - <sup>24</sup> The correct address will appear here.
  - <sup>25</sup> A longer notice period may be used.
  - <sup>26</sup> A longer notice period may be used.
  - <sup>27</sup> We may or may not use this provision.
  - <sup>28</sup> A longer notice period may be used.
  - <sup>29</sup> The amount of days may be increased.
  - <sup>30</sup> This language will be used if dependents are being covered.
  - <sup>31</sup> The amount may change if applicable law changes.
  - <sup>32</sup> The amount may change if applicable law changes.
  - <sup>33</sup> The amount may change if applicable law changes.