



Blue Cross BlueShield of Montana

3645 Alice Street, Helena, Montana 59601
 PO Box 4309, Helena, Montana 59604

NEW COMMUNITY SMALL GROUP APPLICATION (“Application”)

Blue Cross and Blue Shield of Montana, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (herein called “BCBSMT”)

| | | |
|---|---------------------------|------------------------------------|
| Legal Name of Employer Group: _____ | | |
| Requested Group Contract(s) Effective Date (1 st or 15 th): _____ / _____ / _____ <small style="margin-left: 100px;">Month Day Year</small> | | |
| Employer Identification Number (EIN): _____ | Nature of Business: _____ | Standard Industry Code: _____ |
| Physical Address: Number, Street, City, State, Zip _____ | | |
| Mailing Address, if different from physical address: Number, Street, City, State, Zip: _____ | | |
| E-Mail Address of Authorized Company Official: _____ | | |
| Billing Address (if different from mailing): Number, Street, City, State, Zip: _____ | | Company Telephone Number: _____ |
| Billing and Correspondence to the attention of: _____ | | FAX Number: _____ |
| Billing Method Selection: Please select one of the following billing methods. (If no selection is made, the Employer’s benefit plan(s) will default with their current billing method) <input type="checkbox"/> Composite Billing <input type="checkbox"/> Age Billing | | |
| The Blue Access for Employers SM (“BAE SM ”) contact person is the employee authorized by the Employer to access and maintain its account/employee information via BAE. To access and maintain BAE an email address is required. Name of BAE contact person: _____ Title of BAE contact person: _____ | | |
| Telephone Number of BAE contact person: _____ | | |
| E-Mail address of BAE contact person: _____ | | |

1. Employer has determined employees must routinely work _____ (work hours may not be less than 20 or more than 40) hours per week in order to be eligible for health, dental or vision coverage under this benefit program.

Employer certifies that the above hours required:

- (a) are in accordance with Small Group Reform Legislation;
- (b) have been made known to all employees;
- (c) are not intended to exclude any individual because of risk; and
- (d) apply to all employees.

®Registered Service Marks of the Blue Cross and Blue Shield Association, an Association of Independent Blue Cross and Blue Shield Plans. Blue Cross and Blue Shield of Montana, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Montana. Not for use or disclosure outside Blue Cross and Blue Shield of Montana, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Montana.

2. **Probationary Waiting Period:** Newly eligible individuals will become effective on the first day of the Group Contract/participation month following satisfaction of the Probationary Waiting Period and any substantive eligibility criteria selected: 0 days 30 days 60 days

Employees will become effective on the first billing date following completion of the Probationary Waiting Period.

Waive the Probationary Waiting Period on initial group enrollment? Yes No

Number of employees serving Probationary Waiting Period: _____

If a person is added to the Group Contract and it is later determined that the Employer reported a coverage date earlier than what would apply to the Employee or Dependent, based on the waiting period and eligibility conditions the Employer provided to BCBSMT, BCBSMT reserves the right to retroactively adjust the coverage date for such person.

Substantive Eligibility Criteria - Optional (Not Common):

Provide a representation below regarding the terms of any eligibility conditions (other than any applicable waiting period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan. If any of these eligibility conditions change, the Employer is required to submit a new BPA to reflect that new information.

Check all that apply:

- An Orientation Period that:
 - 1) Does not exceed one month (calculated by adding one calendar month and subtracting one calendar day from an employee's start date); and
 - 2) If used in conjunction with a waiting period, the waiting period begins on the first day after the orientation period.
- A Cumulative hours of service requirement that does not exceed 1200 hours
- An hours of service per period (or full-time status) requirement for which a Measurement period is used to determine the status of variable-hour employees, where the measurement period:
 - 1) Starts between the employee's date of hire and the first day of the following month;
 - 2) Does not exceed 12 months; and
 - 3) Taken together with other eligibility conditions does not result in coverage becoming effective later than 13 months from the employee's start date plus the number of days between a start date and the first day of the next calendar month (if start day is not the first day of the month).
- Other substantive eligibility criteria not described above; please describe:

3. **Annual Open Enrollment:** For Health and Dental Plans only, an Employee, who did not enroll under Timely Enrollment, may apply for Individual coverage, Family coverage or add Dependents during the Employer's annual open enrollment period. The annual open enrollment period is to be held thirty (30) days prior to the Group Contract Anniversary Date of the plan. Such Employee's Individual Coverage Date, Family Coverage Date and/or Dependent's Coverage Date will be the Group Contract Anniversary Date following the annual open enrollment period, provided the application is dated and signed prior to that date.

4. Are Dependent Spouses and children eligible to be covered? Yes No

5. Are Domestic Partners eligible for coverage? (If coverage for a Spouse is not available, coverage for a Domestic Partner is not available.) Yes No

If yes: A Domestic Partner, as defined by BCBSMT, shall be considered eligible for coverage. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners are not eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), but may be eligible for continuation coverage under the Montana conversion statute.

6. Retirees Covered (applicable to municipalities only): Yes No

7. Is the Employer subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA)? Yes No

If yes, COBRA Administrator's Name: _____

* If selecting BCBSMT as the Employer's COBRA Administrator, please complete the COBRA Administration Service Request form.

EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities, public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health* Plan: Yes No

If Yes, specify ERISA Plan Year*: Beginning Date ____/____/____ End Date: ____/____/____
(month / day / year)

ERISA Plan Sponsor*: _____

If Employer maintains ERISA is not applicable to the Employer's health plan, please give legal reason for exemption*:

- Federal Governmental plan (e.g., the government of the United States or agency of the United States)
- Non-Federal Governmental plan (e.g., the government of the state, an agency of the state, or the government of a political subdivision, such as a county or agency of the state)
- Church plan
- Other, please specify: _____

Is Employer's Non-ERISA Plan Year a period of 12 months beginning on the Anniversary Date Specified above?

Yes No

If No, please specify Employer's Non-ERISA Plan Month/Day/Year ____/____/____

For more information regarding ERISA, please contact Employer's Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations.

HEALTH BENEFIT PLAN SELECTION

(Select up to three plans)

Plan Selection Rules

Plan Selection(s) must correlate with details provided on the BCBSMT rate proposal.

If HSA/HDHP is selected, provide name of HSA administrator/trustee: _____

Select Vendor

| Metallic Level | Blue Preferred PPO SM | | Blue Focus POS SM | |
|----------------|----------------------------------|---|------------------------------|---|
| | (Select up to three plans) | | | |
| | Plan Number | | Plan Number | |
| BRONZE PLANS | <input type="checkbox"/> | Blue Preferred Bronze PPO SM 101 - B6J1PFR | <input type="checkbox"/> | Blue Focus Bronze POS SM 101 - B6J1BLC |
| | <input type="checkbox"/> | Blue Preferred Bronze PPO 134 - B902PFR | <input type="checkbox"/> | Blue Focus Bronze POS 002 - B6E1BLC |
| SILVER PLANS | <input type="checkbox"/> | Blue Preferred Silver PPO SM 101 - S6J3PFR | <input type="checkbox"/> | Blue Focus Silver POS SM 001 - S6E3BLC |
| | <input type="checkbox"/> | Blue Preferred Silver PPO 117 - S931PFR | <input type="checkbox"/> | Blue Focus Silver POS 003 - S6E2BLC |
| | <input type="checkbox"/> | Blue Preferred Silver PPO 120 - S932PFR | <input type="checkbox"/> | Blue Focus Silver POS 004 - S6E4BLC |
| | <input type="checkbox"/> | Blue Preferred Silver PPO 122 - S933PFR | <input type="checkbox"/> | Blue Focus Silver POS 010 - S6E1BLC |
| | <input type="checkbox"/> | Blue Preferred Silver PPO 127 - S935PFR | <input type="checkbox"/> | Blue Focus Silver POS 101 - S6J3BLC |
| | <input type="checkbox"/> | Blue Preferred Silver PPO 131 - S901PFR | | |
| | <input type="checkbox"/> | Blue Preferred Silver PPO 136 - S6E1PFR | | |
| GOLD PLANS | <input type="checkbox"/> | Blue Preferred Gold PPO SM 101 - G6J2PFR | <input type="checkbox"/> | Blue Focus Gold POS SM 005 - G6E1BLC |
| | <input type="checkbox"/> | Blue Preferred Gold PPO 105 - G930PFR | <input type="checkbox"/> | Blue Focus Gold POS 007 - G6E2BLC |
| | <input type="checkbox"/> | Blue Preferred Gold PPO 107 - G931PFR | <input type="checkbox"/> | Blue Focus Gold POS 008 - G6E3BLC |
| | <input type="checkbox"/> | Blue Preferred Gold PPO 110 - G933PFR | <input type="checkbox"/> | Blue Focus Gold POS 101 - G6J2BLC |
| | <input type="checkbox"/> | Blue Preferred Gold PPO 123 - G936PFR | | |
| | <input type="checkbox"/> | Blue Preferred Gold PPO 135 - G6E1PFR | | |
| PLATINUM PLANS | <input type="checkbox"/> | Blue Preferred Platinum PPO SM 101 - P910PFR | <input type="checkbox"/> | Blue Focus Platinum POS SM 006 - P6E1BLC |
| | <input type="checkbox"/> | Blue Preferred Platinum PPO 102 - P911PFR | | |

DENTAL PRODUCTS / BENEFIT PLAN SELECTION:

| | |
|--|--|
| <p>Plan Pairings (Groups 10+)</p> <p>Contributory Any one contributory high option can be paired with any one contributory low option; <u>DMTHM41</u> can be freely paired with any contributory option.</p> <p>Voluntary Any one voluntary high option can be paired with any one voluntary low option. <u>DMTHM45</u> can be freely paired with any one voluntary option.</p> <p>Voluntary plans and contributory plans may not be offered together.</p> <p>Exception: <u>DMTHM57</u> can be paired with <u>DMTHR33</u>. And, <u>DMTHM59</u> can be paired with <u>DMTHR42</u>.</p> | <p>Participation Requirements</p> <p>Contributory >75% participation >50% employer contribution</p> <p>Voluntary >25% participation <50% employer contribution Employers are not required to contribute to Voluntary Dental plans</p> |
|--|--|

DENTAL PLAN SELECTION

Yes No

| | Plan # | Segment |
|---------------------------------|---------|--------------|
| High Coverage Allocation | | |
| <input type="checkbox"/> | DMTHR31 | Contributory |
| <input type="checkbox"/> | DMTHR32 | Contributory |
| <input type="checkbox"/> | DMTHR33 | Contributory |
| <input type="checkbox"/> | DMTHR34 | Contributory |
| <input type="checkbox"/> | DMTHM39 | Contributory |
| <input type="checkbox"/> | DMTHM41 | Contributory |
| <input type="checkbox"/> | DMTHR50 | Contributory |
| <input type="checkbox"/> | DMTHM57 | Contributory |
| <input type="checkbox"/> | DMTHR42 | Voluntary |
| <input type="checkbox"/> | DMTHM43 | Voluntary |
| <input type="checkbox"/> | DMTHM45 | Voluntary |
| <input type="checkbox"/> | DMTHR51 | Voluntary |
| <input type="checkbox"/> | DMTHR52 | Voluntary |
| <input type="checkbox"/> | DMTHM59 | Voluntary |

| Low Coverage Allocation | | |
|--------------------------|---------|--------------|
| <input type="checkbox"/> | DMTLR35 | Contributory |
| <input type="checkbox"/> | DMTLR36 | Contributory |
| <input type="checkbox"/> | DMTLR37 | Contributory |
| <input type="checkbox"/> | DMTLM38 | Contributory |
| <input type="checkbox"/> | DMTLM40 | Contributory |
| <input type="checkbox"/> | DMTLR58 | Contributory |
| <input type="checkbox"/> | DMTLR53 | Voluntary |
| <input type="checkbox"/> | DMTLM54 | Voluntary |
| <input type="checkbox"/> | DMTLR60 | Voluntary |

| |
|--|
| <p>VISION COVERAGE (Not available without Medical Coverage)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
|--|

EMPLOYER STATEMENTS

- 1. Minimum Participation Requirement:** BCBSMT reserves the right to: 1) restrict new business enrollment in health insurance coverage to open or special enrollment periods unless the 50% minimum employer contribution is met and at least 75% of eligible employees have enrolled for coverage; and 2) review participation and contribution on existing business and non-renew or discontinue health coverage unless the 50% minimum employer contribution is met and at least 75% of eligible employees have enrolled for coverage. No dental group contract will be issued or renewed unless these minimum contribution and participation requirements are met.
2. Employer understands that unless otherwise specified in the Group Contract, only Eligible Employees and their Dependents are eligible for coverage. In some instances, the Employer may determine that only Eligible Employees are eligible for coverage. Employer further agrees that eligibility and participation requirements have been discussed with the producer and have been explained to all Eligible Employees. The Employer agrees to maintain complete records and to furnish to BCBSMT, upon request, such information as may be requested by BCBSMT for BCBSMT's underwriting review. The Employer further agrees to permit a payroll audit by BCBSMT or by a representative appointed by BCBSMT.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, may be found guilty of a crime and may be subject to civil fines and criminal penalties.

3. Employer agrees to notify BCBSMT of ineligible persons immediately following their change in status from eligible to ineligible.
4. Employer agrees to review all applications for completeness prior to submission to BCBSMT. Employer applies for the coverages selected in this Application and provided in the Group Contract and agrees that the obligation of BCBSMT shall only include the Benefits described in the Group Contract or as amended by any Amendments or Endorsements thereto.
5. Employer agrees to pay to BCBSMT, in advance, the premiums specified in the Group Billing Statement on behalf of each Eligible Employee and their Dependent(s) covered under the Group Contract.
6. Employer agrees that, in the making of this Application, it is acting for and on behalf of itself and as the agent and representative of its Eligible Employees, and it is agreed and understood that the Employer is not the agent or representative of BCBSMT for any purpose of this Application or any Group Contract issued pursuant to this Application.
7. Employer agrees to deliver to its Members covered under the Group Contract Individual Member Guides and Identification Cards and any other relevant materials as may be furnished by BCBSMT for distribution.
8. Employer agrees to receive on behalf of its covered Members all notices delivered by BCBSMT and to forward such notices to the applicable recipient(s) at their last known address
9. Employer agrees the producer(s) or agency(ies), specified in writing by the Employer as its Producer of Record (POR) is authorized by the Employer to act as its representative in negotiations with and to receive commissions from BCBSMT and HCSC subsidiaries for Employer's employee benefit programs. The POR is authorized by the Employer to perform membership transactions on behalf of the Employer and is authorized to conduct such transactions through the Employer's account through the web portal identified as Blue Access for Employers (BAE). The appointment will remain in effective until withdrawn or superseded in writing by Employer.
10. **Limiting Age for covered children:** Dependent children are eligible for coverage until their 26th birthday. Dependent Child, used hereafter, means a natural child, a stepchild, an eligible foster child, an adopted child or child placed for adoption (including a child for whom the Member or his/her Spouse is a party in a legal action in which the adoption of the child is sought), under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors.

A Dependent child who is medically certified as disabled and dependent upon the Member or his/her Spouse is eligible to continue coverage beyond the limiting age, provided the disability began before the child attained the age of 26.

Termination of coverage upon reaching the Limiting Age: Coverage is terminated at the end of the coverage period (billing date) during which the Dependent Child ceases to be eligible, subject to any applicable federal or state law.

11. For the current year's premium and rate information, refer to the accepted finalized new group/renewal Option Sheet for complete details. The Option Sheet shall be incorporated by reference and made part of the Application and Group Contract.

OTHER PROVISIONS:

1. This Application is incorporated into and made a part of the Group Contract.
2. Employer authorizes its designated POR electronic access to Employer's account through the web portal identified as Blue Access for Employers (BAE) to view and perform maintenance relative to the Employer's employee benefit program on behalf of Employer, including membership eligibility, and not limited to addition and termination of Employees from the Employer's employee benefit program. Employer acknowledges that the accuracy of such information entered through BAE is the responsibility of the Employer.
3. **Religious Employer Exemption and Eligible Organization Accommodation:** Although federal regulations allow a limited exemption for certain group health plans from the Affordable Care Act requirement to cover contraceptive services under guidelines supported by the Health Resources and Services Administration (HRSA), Employer's insurance Group Contract must comply with applicable state requirements regarding contraceptive coverage. Accordingly, Employer's Group Contract currently includes coverage for contraceptives consistent with the state and federal coverage requirements and applicable exemptions. Some contraceptives may be covered without additional cost to the Member.
4. **Reimbursement:** It is understood and agreed that in the event BCBSMT makes a recovery on a third-party liability claim, BCBSMT will retain twenty five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.
5. **Third Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services):** BCBSMT engages with third party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.
6. The provisions of paragraphs 1-5 (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

ADDITIONAL PROVISIONS:

Notwithstanding anything in the Group Contract or Renewal(s) to the contrary, BCBSMT reserves the right to revise BCBSMT's charge for the cost of coverage (premium or other amounts) at any time, with sixty (60) days advance notice, if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSMT to pay, submit or forward, on its own behalf or on the Employer's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

SIGNATURE

My signature below affirms that all information provided to Blue Cross and Blue Shield of Montana in applying for this Group insurance coverage is complete and accurate to the best of my knowledge. I agree to the terms and conditions of the Group Contract, and I accept the benefit plans as outlined above and rates as indicated on the attached Option Sheet.

Printed Name of Authorized Employer Representative

Signature of Authorized Employer Representative

Title

Date

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked either in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: _____ By: _____
Print Signer's Name Here
➔ _____
Signature and Title

Group Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Dated this _____ day of _____
Month Year

PRODUCER OF RECORD INFORMATION

(To be completed by the Producer)

1. Primary Producer or Agency Name: _____

Percentage of Split: _____%

Street: _____ City: _____ State: _____ Zip Code: _____

Producer #: _____

Sub Producer or Writing Agent Name:

Producer #:

Street: _____ City: _____ State: _____ Zip Code: _____

Phone number: _____ FAX number: _____

Contact's Email Address (please print clearly): _____

(Please complete #2 below for split commission)

2. Producer or Agency Name: _____

Percentage of Split: _____%

Street: _____ City: _____ State: _____ Zip Code: _____

Producer #: _____

Phone number: _____ FAX number: _____

Contact's Email Address (please print clearly): _____

** The producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

*** If commissions are split, please provide the information requested above on both producers/agencies. BOTH must be appointed to do business with BCBSMT.

Sales Representative

Agent's Signature