

Business Enrollment Form - California 2021

Instructions

The attached forms should be completed with the assistance of your authorized Broker or Cigna + Oscar Enrollment Guide. Please complete all necessary forms in their entirety. Please print in ink or type your responses and ensure that all areas requiring a signature and date are complete.

Completed enrollment application forms should be entered on the Cigna + Oscar enrollment portal (business.hioscar.com) prior to your effective date. This can be completed by your Broker or an Cigna + Oscar Enrollment Guide.

Requested Effective Date - 1st or 15th of any future month (mm/dd/yyyy)

Required documents

Please complete the following documents to enroll with Cigna + Oscar. All application data and forms must be entered into the Cigna + Oscar enrollment portal at business.hioscar.com. Cigna + Oscar does not accept any paper forms by mail or fax.

California 2021 Business Enrollment Form

This can be completed online in the Cigna + Oscar enrollment portal.

California Employee Enrollment application(s)

One application should be completed for each enrolling employee or COBRA/Cal-COBRA recipient. These applications can be completed entirely online by employees - or completed on paper and then entered in the portal by the authorized Broker or GA.

Employee waiver form(s)

One form is needed for each employee waiving or refusing coverage. Waivers may be completed online in the Cigna + Oscar enrollment portal.

Payroll verification through appropriate tax documentation

DE9C is required for all enrolling groups, unless there are seven (7) or more eligible enrolling employees. Documents submitted must include all enrolling employees. Additional tax documentation may be required based on group type (see Underwriting Guidelines for additional information).

ACH Authorization Form

This is optional but highly encouraged to expedite member ID card delivery. ACH payments can be setup for automatic deduction on the first of every month or can be uploaded solely for an automatic first payment.

If the **group wishes to pay the first premium via <u>check</u>**, they must wait for approval and the first bill generation and delivery. The <u>first premium check</u> will then have to be **mailed** in along with the bill stub to the following address:

Cigna + Oscar, Insured by Cigna Health and Life Insurance Company P. O. Box 412803

Boston, MA 02241-2803



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Section A: Business information						
Business name			Doing business as (if applicable)			
Business address (Not P.O. Box) line 1			Business address line 2			
City	State		ZIP code			County
Mailing address (if different from addres	s above)		Mailing address line 2	2		
City	State		ZIP code			County
Federal Tax ID number	SIC code (optional)		Nature of business			State License number (optional)
Business classification (choose one)	S Corp	Non-Profi	ofit LLP			
	C Corp	LLC	Other (please explain):			
Was this business established within the	last year?					
No Yes	If yes, da	ate business was esta	blished (mm/dd/yyyy):			
Section A.1: Business contacts (please include the person(s) responsible for managing the business's benefits and online accounts)						
First name		Last name			,	Job title
Email		Phone		Ext.		Fax
Is this person also the billing contact?		No	Yes			
Is their mailing address different then the business's address? No Yes $ ightarrow$ If yes, please complete				te the information below:		
Address			Address line 2			
City	City		State		ZIP code	
Additional business contact (op	tional)					
First name		Last name				Job title
Email		Phone		Ext.	1	Fax
Is this person also the billing contact?		No	Yes		•	
Is their mailing address different then the business's address? No Yes $ ightarrow$ If yes, please complete the information below:					complete the information below:	
Address line 1			Address line 2			
City		State	<u> </u>	Z	ZIP code	3

Section A.2: Business affiliates

If the business has any affiliates that qualify as a single employer under subsection (b), (c), (m) or (o) of the Internal Revenue Code, Section 414, please complete the information below for each affiliated entity.

Legal name	Location (city and state)	Federal Tax ID number	Number of FTE	Employees enrolling

Section A.3: Agent certification (to be completed by the appointed agent)

- 1. I am not aware of any additional information not contained within this application that may have bearing on this group or any member's eligibility and, to the best of my knowledge, the information on the application is complete and accurate.
- 2. I have explained to the client, in easy-to-understand language, the risk to the client of providing inaccurate information and that the client understood the explanation.
- 3. I have not completed any of the information contained in the application except with the permission of the applicant and as noted by my initials and date on the application.
- 4. I have not signed any of the applications for an employer representative or individual employee's application. If after submission of this application, I request any additions or changes to any information, I will do so only with the written consent of the applicant, and I authorize Cigna + Oscar to attribute such additions or changes to me.
- 5. I have advised the employer that a failure to provide complete and accurate information may result in a loss of coverage retroactive to the effective date of coverage and that coverage shall not be effective until Cigna + Oscar reviews and approves the application and the employer receives a written notice from Cigna + Oscar.
- 6. I am the appointed agent/broker and am receiving commissions for the submission of this client. No portion of my commission payments from Cigna + Oscar shall be paid to an agent/broker/producer not appointed/approved by Cigna + Oscar.
- 7. I have advised the client not to terminate any existing coverage until receiving written notification from Cigna + Oscar that the coverage being applied for by this application is accepted.
- 8. I understand that I, as a declarant, willfully states as true any material fact I know to be false, that I shall, in addition to any applicable penalties or remedies available under current law, be subject to a civil penalty of up to ten thousand dollars (\$10,000).

Name of writing agent /producer			Only for commission split; second agent / producer			
First name	Last name		First name	Last nan	ne	
Agency name			Agency name			
Cigna + Oscar broker ID			Cigna + Oscar broker ID			
NPN (optional)			NPN (optional)			
Phone	Email		Phone Email			
Commission percentage (if splitting with	a second	broker):	Commission percentage (if splitting with a second broker):		broker):	
Signature X		Date (mm/dd/yyyy)	Signature X		Date (mm/dd/yyyy)	
Agent use only						
General agency name						
General agency representatives						
General agency representative name			Email			

Section A.4: Prior carrier coverage (required) Please list all prior or existing group health insurance plans and their relevant information below: Prior carrier name Total replacement? (yes or no) Start date (mm/dd/yyyy) End date (mm/dd/yyyy) Section B: Eligibility and enrollment Preferred effective date of coverage (mm/dd/yyyy)? Must be the 1st or 15th of a future month. 20+ hours 30+ hours Coverage offered to all eligible employees working an average of: Total number of full-time equivalent (FTE) employees¹ over the previous calendar year? (including employed owners/officers and part-time employees; excluding COBRA/Cal-COBRA) Total number of employees Total number of eligible employees ³ How many current employees will be enrolling? (excluding COBRA/Cal-COBRA members) How many eligible employees will be submitting valid waivers? ² Yes Is this business offering Cigna + Oscar alongside another carrier? No How many employees are enrolling with them? If yes to the question above, which carrier? Are your employees contributing to their premium? No Yes Do you offer Worker's Compensation? No Yes Is the group currently subject to Cal-COBRA? (Employed 2-19 eligible employees on at least 50% of its working days No Yes in the previous calendar year; or if not in business during any part of the previous calendar year, then during the previous calendar quarter) Is the group currently subject to Federal COBRA? (Employed 20 or more total employees on at least 50% of the working No Yes days in the previous calendar year.)

¹ The FTE employee counting method in 26 U.S.C. § 4980H(c)(2) must be utilized to determine group size for medical coverage. For more information, refer to Cigna +Oscar's Underwriting Guidelines. ² Valid waivers include: other group insurance, coverage under parent or spouse's policy, Medicare, Medicaid, VA, individual coverage with APTC.

 $^{^3}$ For a definition of eligible employee, please refer to Cigna + Oscar's Underwriting Guidelines.

Section C: Medical coverage selection Do you wish to offer coverage for infertility treatment benefits? No Yes (Note: selecting Yes will result in a higher premium.) Section C.1: Plan information Select waiting period for new employees: 1st of month after the date of hire 1st of month 60 days after the date of hire, not to exceed 90 days 1st of month 30 days after the date of hire Choose the employer medical premium monthly contribution amount Set the employer medical premium monthly contribution amount for dependents. for employee's. If you contribute 100% of the premium, 100% of eligible If left blank, the employee contribution amount to the left will be applied to the subscriber's entire family: employees must enroll: Note: Employers are required to contribute to at least 50% of the Note: This section should only be filled out if you would like to contribute a different employees premium. amount towards employee's dependents. Select up to 3 plans to offer (visit hioscar.com/forms for full plan details): Cigna+Oscar LocalPlus Bronze \$6000 Cigna+Oscar LocalPlus Gold \$250 Cigna+Oscar LocalPlus Bronze \$6300 Cigna+Oscar LocalPlus Gold \$0 Cigna+Oscar LocalPlus Bronze \$6500 HSA Cigna+Oscar LocalPlus Gold \$750 Cigna+Oscar LocalPlus Bronze \$5500 HSA Cigna+Oscar LocalPlus Gold \$1200 Cigna+Oscar LocalPlus Silver \$2250 Option 1 Cigna+Oscar LocalPlus Platinum \$0 Option 1 Cigna+Oscar LocalPlus Silver \$1700 Cigna+Oscar LocalPlus Platinum \$500 Cigna+Oscar LocalPlus Silver \$2000 Cigna+Oscar LocalPlus Platinum \$0 Option 2 Cigna+Oscar LocalPlus Silver \$2250 Option 2 Cigna+Oscar LocalPlus Platinum \$250 Cigna+Oscar Open Access Plus Bronze \$6000 Cigna+Oscar Open Access Plus Gold \$250 Cigna+Oscar Open Access Plus Bronze \$6300 Cigna+Oscar Open Access Plus Gold \$0 Cigna+Oscar Open Access Plus Bronze \$6500 HSA Cigna+Oscar Open Access Plus Gold \$750 Cigna+Oscar Open Access Plus Bronze \$5500 HSA Cigna+Oscar Open Access Plus Gold \$1200 Cigna+Oscar Open Access Plus Platinum \$0 Option 1 Cigna+Oscar Open Access Plus Silver \$2250 Option1 Cigna+Oscar Open Access Plus Platinum \$500 Cigna+Oscar Open Access Plus Silver \$1700 Cigna+Oscar Open Access Plus Silver \$2000 Cigna+Oscar Open Access Plus Platinum \$0 Option 2 Cigna+Oscar Open Access Plus Platinum \$250 Cigna+Oscar Open Access Plus Silver \$2250 Option 2

Section D: General agreement

Please read this section carefully before signing the application:

We apply to obtain the coverage designated herein. To the best of our knowledge and belief, all information on this application is true and complete, and Cigna + Oscar Health Plan of California ("Cigna + Oscar") may rely on this application in deciding whether to provide coverage. If the application is not complete, Cigna + Oscar reserves the right to reject it and notify us in writing. We understand and agree that no coverage will be effective before the date determined by Cigna + Oscar, and that such coverage will be effective only if we have paid our first month's premium and this application is accepted. We further understand and agree that we should keep prior coverage in force until notified of acceptance in writing by Cigna + Oscar and that no agent has the right to accept this application or bind coverage. In addition, the Brokers named on this application are hereby authorized to process any enrollment transactions for the company's Cigna + Oscar coverage upon direction from the authorized group representative (including, but not limited to, member enrollment, member terminations, member address changes, group contact changes, group address changes, plan renewal changes, and group contract terminations). This authorization shall be effective immediately and we agree that the company will be bound by the actions performed by the herein-named Broker pursuant to the signature below. Additionally, we acknowledge that we must notify Cigna + Oscar in writing to void this agreement in the event of a change in the company's Broker of Record. We understand that if we have committed fraud or made any intentional misrepresentation of material fact in conjunction with this application, within the first 24 months of issuance of coverage, Cigna + Oscar may cancel coverage; adjust premium amounts; or, following notice, rescind the contract.

Binding Arbitration

All disputes including but not limited to disputes relating to the delivery of services under the agreement or any other issues related to the agreement and claims of medical malpractice must be resolved by binding arbitration (with the sole exception of Adverse Benefit Determinations, as defined in Section 147.136 of Title 45 of the Code of Federal Regulation), if the amount in dispute exceeds the jurisdictional limit of small claims court and the dispute can be submitted to binding arbitration under applicable federal and state law, including but not limited to, the patient protection and affordable care act. It is understood that any dispute including disputes relating to the delivery of services under the agreement or any other issues related to the agreement, including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered will be determined by submission to arbitration as permitted and provided by federal and California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. You and Cigna agree to be bound by this arbitration provision and acknowledge that the right to a jury trial or to participate in a class action is waived for both disputes relating to the delivery of service under the agreement or any other issues related to the agreement and medical malpractice claims.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this BINDING ARBITRATION section. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, State law governing agreements to arbitrate shall apply. The arbitration findings will be final and binding except to the extent that State or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the Member making a written demand on Us. The arbitration will be conducted by a single neutral arbitrator from Judicial Arbitration and Mediation Services ("JAMS"), according to JAMS' applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by a single neutral arbitrator from another neutral arbitration entity, by agreement of the Member and Oscar, or by order of the court, if the Member and Cigna cannot agree. If the parties cannot agree on the individual neutral arbitrator, the arbitrator will be selected in accordance with JAMS Rule 15 (or any successor rule).

However, in the case of a medical malpractice dispute in which the total amount of damages claimed is fifty thousand dollars (\$50,000) or less, the parties may select a single neutral arbitrator who shall have no jurisdiction to award more than fifty thousand dollars (\$50,000). If the parties are unable to agree on the selection of a neutral arbitrator, the method provided in Section 1281.6 of the CA Code of Civil Procedure should be utilized.

In signing, you agree (1) That to the best of my knowledge, the information on the application is complete and accurate; (2) I explained to the applicant, in easy-to-understand language, the risk to the applicant of providing inaccurate information and that the applicant understood the explanation.

Business administrator signature	Sign here	Printed name and title	Date (mm/dd/yyyy)
×			
Agent signature	Sign here	Printed name and title	Date (mm/dd/yyyy)
×			