KAISER PERMANENTE®

California Small Group
EMPLOYER APPLICATION

Email your completed application to your Kaiser Permanente representative or your broker. We cannot process an incomplete application.

Requested effective date ____ / 01 / ____

1 ABOUT BUSINESS

Legal business name (as stated on your local business license, quarterly wage and tax report, corporate or partnership documents)	Doing business as (DBA)

Physical street address **(no P.O. boxes)**	City	State	ZIP	County

Phone ( ) –	Business website

Type of business ☐ Corporation ☐ Sole proprietorship ☐ Partnership ☐ Limited liability company (LLC) ☐ Other:

In business since (mm/dd/yyyy) / /	Federal tax ID (EIN) number	NAICS 6-digit code (visit **naics.com/search**)

All employees must be covered by workers' compensation, unless not required to be covered by law. You're not eligible to apply for coverage if you don't have workers' compensation, unless you're exempt. I attest that the following information is correct.

☐ Yes, my company has workers' compensation. ☐ Pending

If *Yes* or *Pending*, name of carrier: _____ Policy # _____
(indicate *unknown* or *pending* as applicable)

☐ Exempt from providing workers' compensation for the following reason: _____

2 OTHER MEDICAL COVERAGE

Does your company or affiliated company(ies) have or ever had group coverage directly through Kaiser Permanente? If *Yes*, please provide the group number and company name.

☐ Yes ☐ No Group #: Company name:

Does your company currently have active group health coverage?

☐ Yes ☐ No Name of carrier: Renewal month:

Will you be offering another carrier's small group health plan, alongside Kaiser Permanente, to your employees?

☐ Yes ☐ No Name of carrier: **Number of employees enrolled:**

3A EMPLOYER ELIGIBILITY

In determining the number of employees or eligible employees, affiliated companies eligible to file a combined tax return for purposes of state taxation shall be considered 1 employer.

Is your company affiliated with another company and eligible to file a combined tax return? ☐ Yes ☐ No

If Yes, please provide below:

Company name _____ ☐ Affiliate ☐ Subsidiary

Address	City	State	ZIP

Federal tax ID (EIN) number	Phone ( ) –

Business name (please print): _____

3B EMPLOYEE COUNT

Please provide the total number of employees nationwide **(full-time and part-time).**

Total _____ **If the total number of employees noted is 100 or fewer, skip the following and go to section 3C.**

If your total number of employees noted above is more than 100, please provide the total number of **full-time and full-time-equivalent employees** on the line below. To qualify for small group coverage, your company must have at least 1 but no more than 100 full-time and full-time equivalent employees on at least 50% of the previous calendar quarter or previous calendar year. For information on calculating the number of full-time and full-time-equivalent employees (FTE), refer to your legal counsel.

Total _____

3C ELIGIBLE AND ENROLLING EMPLOYEES

Please provide the total number of **eligible employees.** Total _____

Please provide the total number of **enrolling employees.** Total _____

Hours per week employees must work to be eligible for coverage: ☐ minimum 20 hours ☐ minimum 30 hours

Are you offering dependent coverage? ☐ Yes ☐ No

If you have 50 or more full-time or full-time-equivalent employees, you must offer dependent coverage. For more information about Employer Shared Responsibility, see section 4980H(C)(2) of the Internal Revenue Code.

3D DOMESTIC PARTNER COVERAGE

Are you offering non-state registered Domestic Partner Coverage? ☐ Yes ☐ No

4 CONTINUATION COVERAGE

Did your company employ 20 or more employees for at least 50% of the workdays of the preceding calendar year (January through December), making it subject to COBRA? ☐ Yes ☐ No

Are you submitting COBRA applications? ☐ Yes ☐ No

5A ERISA STATUS

Is your company subject to ERISA? ☐ Yes ☐ No If you don't select an answer, we'll record your status as Yes.

ERISA is a federal law that sets minimum standards for employee benefit plans established by private employers and employee organizations. Many group health plans are subject to ERISA, although government and church plans generally aren't. If you're unsure of your group health plan's ERISA status, we recommend that you consult with your financial or legal advisor before responding.

5B MEDICARE SECONDARY PAYOR STATUS

Are you subject to TEFRA? ☐ Yes ☐ No

If your company employed 20 or more full-time and/or part-time employees for each working date for 20 or more calendar weeks in the current calendar year or preceding calendar year, your group is subject to this federal law.

6 EMPLOYER PREMIUM CONTRIBUTION

Your contribution to coverage can be a percentage or a fixed dollar amount. **Your minimum contribution must be at least 50% of the "employee only" monthly premium for the lowest-priced Kaiser Permanente medical plan offered by you, the employer.**

Percentage of the premium is based on the following **(select 1 only):**
☐ Lowest plan offered ☐ All plans offered ☐ Specific plan offered: _____

Employer contribution (50%–100%): _____ % per employee _____ % per dependent **(optional)**
Employer contribution (fixed $): $ _____ per employee $ _____ per dependent **(optional)**

Business name (please print): _____

7A CONTRACT AND RENEWAL DELIVERY PREFERENCE

Kaiser Foundation Health Plan, Inc. (KFHP)/Kaiser Permanente Insurance Company (KPIC) contract(s) and renewal(s) are available online at **account.kp.org** unless you indicate below that you'd like your contract(s) and renewal(s) mailed to you.

Check box to receive printed versions by mail

☐ Contracts ☐ Renewals

7B CONTRACT SIGNER

This person is responsible for receiving and providing renewal information, and is authorized to make membership or contractual changes to your account. This address will become the group mailing address, if different from the business physical address.

First name	MI	Last name	Title

Mailing address	City	State	ZIP

Office phone ( ) –	Ext.	Cellphone ( ) –

Email	How should we correspond with this person? **(select 1 only)** ☐ Email ☐ Mail

7C BILLING CONTACT

The **billing contact** is the person within your company to whom billing statements are addressed. This person will have access to group information. Only 1 billing contact is allowed. **If you're using a Third-Party Administrator (TPA), including a broker acting as a TPA for billing administration, please skip the following and proceed to section 7D.**

☐ **Check here if same as contract signer.**

First name	MI	Last name

Mailing address	City	State	ZIP

Office phone ( ) –	Ext.	Cellphone ( ) –

Email	How should we correspond with this person? **(select 1 only)** ☐ Email ☐ Mail

Business name (please print): _____

7D THIRD-PARTY ADMINISTRATOR (TPA) CONTACT

The **TPA** is an external person, company, or broker that's contracted for the purpose of administering the group's billing and enrollment or solely administering your **Federal COBRA** benefits. **Note:** A TPA can't administer state Cal-COBRA. This person will have access to group information.

TPA company name

Will the TPA administer Federal COBRA? ☐ Yes ☐ No ☐ Check here if COBRA statement will be sent to group's billing address.

First name	MI	Last name

Mailing address	City	State	ZIP

Office phone	Ext.	Cellphone
( ) –		( ) –

Email	How should we correspond with this person? **(select 1 only)** ☐ Email ☐ Mail

7E INTERESTED PARTY CONTACT (OPTIONAL)

An **interested party** is an individual, within your organization, authorized to discuss and receive group specific information and make contract changes. This individual would be someone other than a broker. An authorized agent/broker is to complete section 10A.

First name	MI	Last name

☐ Check here if using the same address as the Contract Signer in section 7B.

Mailing address	City	State	ZIP

Office phone	Ext.	Cellphone
( ) –		( ) –

Email	How should we correspond with this person? **(select 1 only)** ☐ Email ☐ Mail

ADDITIONAL INTERESTED PARTY

First name	MI	Last name

☐ Check here if using the same address as the Contract Signer in section 7B.

Mailing address	City	State	ZIP

Office phone	Ext.	Cellphone
( ) –		( ) –

Email	How should we correspond with this person? **(select 1 only)** ☐ Email ☐ Mail

Business name (please print): _____

8A MEDICAL PLANS

Please select the plan(s) you'd like to offer. For more information on the plans listed below, contact your sales representative or agent/broker.
You're eligible to offer a choice of plans to your employees.

- Groups with 1 to 5 enrolled subscribers can offer a choice of up to 4 HMO Kaiser Permanente plans, plus 1 PPO plan for a maximum of 5 plans.
- Groups with 6 or more enrolled subscribers can offer a choice of 1 or more HMO Kaiser Permanente plans, plus 2 PPO plans.
- PPOs can only be offered when Kaiser Permanente is the sole carrier.

Platinum	☐ Platinum 90 HMO 0/10 + Child Dental Alt†	☐ Platinum 90 PPO 0/15 + Child Dental
	☐ Platinum 90 HMO 0/20 + Child Dental	
	☐ Platinum 90 HMO 250/30 + Child Dental Alt†	
Gold	☐ Gold 80 HMO 0/35 + Child Dental Alt†	☐ Gold 80 PPO 350/25 + Child Dental
	☐ Gold 80 HMO 250/35 + Child Dental	
	☐ Gold 80 HMO 1000/40 + Child Dental Alt†	
	☐ Gold 80 HDHP HMO 1750/15% + Child Dental Alt	
	☐ Gold 80 HRA HMO 2250/35 + Child Dental	
Silver	☐ Silver 70 HMO 1900/65 + Child Dental Alt†	☐ Silver 70 PPO 2500/55 + Child Dental
	☐ Silver 70 HMO 2300/65 + Child Dental Alt†	
	☐ Silver 70 HMO 2500/55 + Child Dental	
	☐ Silver 70 HMO 2950/65 + Child Dental Alt†	
	☐ Silver 70 HDHP HMO 2850/25% + Child Dental	
Bronze	☐ Bronze 60 HMO 5400/60 + Child Dental Alt†	☐ Bronze 60 PPO 6300/60 + Child Dental
	☐ Bronze 60 HMO 6300/60 + Child Dental	
	☐ Bronze 60 HDHP HMO 7050/0 + Child Dental	

Child Dental: We're required to include child dental benefits with your medical plan(s). When employees and their dependents enroll in the HMO medical plan(s) you've chosen, we'll also enroll them in a separate child dental plan underwritten by Delta Dental of California. PPO medical plan members receive child dental benefits as part of their medical coverage and not as a separate plan. Child dental services apply to all members under 19 years old.

†Chiropractic and acupuncture benefits are included with these plans.

Groups selecting the Gold 80 HRA HMO 2250/35 plan above must fund an HRA for each enrolled employee. The allowable funding range is $200 to $400 per employee. If the group covers dependents, the allowable funding range per family is $400 to $800.

HDHP plans are HSA-qualified. If you've selected an HDHP or HRA medical plan above, please indicate if you'd also like Kaiser Permanente to administer your HSA or HRA health payment account. **If you select *Yes*, a Kaiser Permanente representative will contact you to provide more information on your next steps, as additional documents and administrative fees apply.**

HSA administered through Kaiser Permanente? ☐ **Yes** ☐ **No** **HRA administered through Kaiser Permanente?** ☐ **Yes** ☐ **No**

8B INFERTILITY BENEFIT (OPTIONAL)

The optional infertility benefit is available only to groups with 20 or more eligible employees where Kaiser Permanente is the sole carrier. If you select this benefit, it will be added to all the HMO plans you offer and the cost will be included in the medical plan rate.

☐ Add infertility benefit

8C DENTAL PLANS

SUPPLEMENTAL FAMILY DENTAL PLANS

Our supplemental family dental plans cover the entire family, including adults and dependent children up to age 26. However, a supplemental family dental plan isn't a substitute for the child dental coverage required by Affordable Care Act (ACA) regulations for members under 19 years old. **Please select only 1 plan.** If you select this benefit, all enrolled subscribers will be enrolled in dental.

KPIC Fee-for-Service (Premier)	☐ Plan C	☐ Plan D	☐ Plan E	☐ Plan E with Ortho **(requires at least 10 subscribers)**	
KPIC PPO	☐ PPO AG 1500	☐ PPO AH 2000	☐ PPO D 1500	☐ PPO E 1000	☐ PPO E 1500
DeltaCare HMO	☐ 10A HMO	☐ 13B HMO			

Supplemental Family Dental plans are available only when purchased with a medical plan and all eligible subscribers and dependents must participate.
A medical PPO plan member living outside California isn't eligible for the DeltaCare HMO family dental plan.

Business name (please print): _____

9 IMPORTANT INFORMATION – PLEASE READ CAREFULLY

This is an application for coverage only. No contract for coverage will exist until Kaiser Foundation Health Plan, Inc. (KFHP), or Kaiser Permanente Insurance Company (KPIC) has completed its review and communicated to the business applicant or the applicant's broker that the application has been accepted and a group health plan contract/group policy will be issued.

The copay HMO plans, HSA-qualified high deductible health plans, deductible HMO plans, and the deductible HMO plans with HRA are underwritten by Kaiser Foundation Health Plan, Inc. (KFHP). Kaiser Permanente Insurance Company (KPIC), a subsidiary of KFHP, underwrites the Preferred Provider Organization (PPO) plans as well as the Premier and PPO dental plans. The chiropractic/acupuncture benefit is administered by American Specialty Health Plans of California, Inc.

10A AUTHORIZED AGENT/BROKER OF RECORD FOR KAISER PERMANENTE

To be completed by your Kaiser Permanente–appointed agent/broker after completion of this application. Your broker will have the same access to your account as an interested party with the exception that a broker can't sign this Employer Application. If you're a broker who hasn't registered as a firm or agent with Kaiser Permanente, please call Broker Sales at **800-789-4661.** If any information has changed, please call Broker Compensation at **800-440-2323.**

Notice to agent or broker: If you've assisted the applicant in submitting this application, the law requires that you attest to this assistance. If, in making this attestation, you state as true any material fact you know to be false, you will be subject to a civil penalty of up to ten thousand dollars ($10,000), as authorized under California Health and Safety Code section 1389.8(c) or Insurance Code section 10119.3, in addition to any other applicable penalties or remedies under current law.

You must select *Yes* or *No*:

I assisted the applicant in submitting this application. To the best of my knowledge, the information on this application is complete and accurate. I explained to the applicant, in easy-to-understand language, the risk to the applicant of providing inaccurate information, and the applicant understood the explanation.

☐ Yes ☐ No

Primary (authorized agent/broker)

Agent/broker name	% split
Firm name	Kaiser Permanente broker firm ID
Agent/broker signature **X**	Date

Secondary (only if adding another firm; doesn't apply to a second agent/broker at the same firm)

Agent/broker name	% split
Firm name	Kaiser Permanente broker firm ID

10B GENERAL AGENT ACCESS

Your agent/broker may work with a General Agent (GA) to service your organization, which is a different firm from your agent/broker. The same agent/broker access to your group specific information and change permission will be granted to a designated GA unless you choose not to authorize access.

Do not check the box below if you consent.

☐ Check this box **ONLY** if you **DO NOT** authorize a GA to access your group specific information, service your organization, change group information, or act on your behalf.

Business name (please print): _____

11 AGREEMENT AND SIGNATURE

Guaranteed Availability: Applications submitted between November 15th and December 15th with a January 1st effective date, may be subject to Guaranteed Availability, which means that your group cannot be denied for not meeting the minimum participation and contribution requirements during this timeframe.

Domestic Partner Coverage: Coverage for state-registered domestic partners is included in all small group plans. You may also offer coverage to those who are not registered with this state. Kaiser Permanente is not advising on whether or not the law requires coverage of these individuals. Please seek guidance from your counsel on dependent coverage obligations.

As a company principal/corporate officer, having authority to contract with KFHP and KPIC, I agree that:

- My group is automatically enrolled in on-line billing and prepaid monthly premiums will be posted to Kaiser Permanente's account by the due date on the Kaiser Permanente billing statement. For any questions, please call **800-731-4661.**
- My company will use employee enrollment application forms provided or approved by KFHP and KPIC for new employees.
- The eligibility data provided by my company to Kaiser Permanente will include coverage effective dates for my company's employees that correctly account for eligibility in compliance with the waiting period requirement in the Affordable Care Act and federal regulations, which require that waiting periods not exceed 90 days. My company acknowledges that the effective date of coverage for new employees and their eligible family dependents will be on the 1st of the month and won't exceed the waiting period established by my company.
- My company will abide by the contract provisions.
- All groups may be subject to a recertification process. Recertification is done to ensure that groups meet all Kaiser Permanente requirements and those set forth in the California Health and Safety Code and the Affordable Care Act.
- Upon request, my company will furnish to KFHP or KPIC all data necessary to verify group and employee eligibility including, but not limited to, data proving compliance with the underwriting requirements and terms of the group agreement.
- My company will maintain records of enrollment/waiver forms.

I have read, understood, and agreed to Kaiser Permanente's Small Business Guidelines, which may be included with my rate quote or, if not included, is available at **kp.org/smallbusinessguidelines/ca**.

I attest that my company meets the definition of "small employer" as defined by applicable federal and state law.

I attest that my company isn't participating in a large group trust and agree not to participate while enrolled under Kaiser Permanente small business coverage.

I understand that if I have an authorized agent/broker of record, then the agent/broker and their support staff currently on file with Kaiser Permanente will have access to my group-specific information. They're able to service my organization and to act or change group information on my behalf. Access to my account. kp.org group account will be granted to my agent/broker who may delegate authority to their support staff. This information may include, but isn't limited to, renewal notices, group agreements, rates, benefits, and protected health information (PHI).

I understand that a Summary of Benefits and Coverage (SBC) for each of my medical plans is available at **kp.org/smallbusiness-sbc/ca**. I agree to provide my eligible employees with SBCs for any plan(s) I have chosen or change to in the future.

I understand that if KFHP or KPIC intends to rescind or terminate my coverage, I'll be sent a notice via regular certified mail at least 30 days prior to the effective date of the rescission or termination explaining the reasons for the intended rescission or termination and notifying me of my right to appeal that decision to the Department of Managed Health Care director or the Department of Insurance commissioner. I understand that after 24 months following the issuance of my KFHP health plan contract/KPIC health insurance policy, KFHP/KPIC shall not rescind my plan contract/policy for any reason, and shall not cancel my plan contract/policy, limit any of the provisions of my plan contract/policy, or raise premiums on my plan contract/policy due to any omissions, misrepresentations, or inaccuracies in the application form, whether willful or not.

Notice: California law prohibits an HIV test from being required or used by health care service plans/health insurance companies as a condition of obtaining coverage/health insurance coverage.

I certify, to the best of my knowledge, that all of the responses given are true, correct, and complete. I understand that if I performed an act or practice constitutingfraud or made an intentional misrepresentation of material fact, any coverage approved by KFHP or KPIC may be canceled or the applicable premiums/rates may be adjusted.

CALIFORNIA FRAUD NOTICE

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to a health plan or an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance benefits, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the state's regulatory agency.

(continues on next page)

Business name (please print): _____

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KAISER FOUNDATION HEALTH PLAN, INC., ARBITRATION AGREEMENT[1]

I understand that (except for Small Claims Court cases, claims subject to a Medicare appeals procedure or the ERISA claims procedure regulation, and any other claims that cannot be subject to binding arbitration under governing law) any dispute between myself, my heirs, relatives, or other associated parties on the one hand and Kaiser Foundation Health Plan, Inc. (KFHP), any contracted health care providers, administrators, or other associated parties on the other hand, for alleged violation of any duty arising out of or related to membership in KFHP, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items, irrespective of legal theory, must be decided by binding arbitration under California law and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. I agree to give up our right to a jury trial and accept the use of binding arbitration. I understand that the full arbitration provision is contained in the *Evidence of Coverage.*

Authorized company signer (please print name)	Company title (please print)
Signature required for all Kaiser Permanente plans **X**	Date

[1]*Disputes arising from the following fully insured Kaiser Permanente Insurance Company coverages aren't subject to binding arbitration: 1) the Participating Provider tier and the Non-Participating Provider tier of the Point-of-Service (POS) plans; 2) Preferred Provider Organization (PPO) plans; 3) Out-of-Area Indemnity (OOA) plans; and 4) KPIC Dental plans.*