



Business name (please print): \_\_\_\_\_

**3B EMPLOYEE COUNT**Please provide the total number of employees nationwide (**full-time and part-time**). Total \_\_\_\_\_**Note:** If the total number of employees noted above is 50 or fewer, skip the following and go to section 3C.If your total number of employees noted above is more than 50, 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 50 full-time and full-time-equivalent employees on average of the previous calendar year. For information on calculating the number of full-time and full-time-equivalent employees (FTE), refer to **healthcare.gov** or 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: \_\_\_\_\_

Are you offering dependent coverage:<sup>1</sup>  Yes  No<sup>1</sup> 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 4980(H)(C)(2) of the Internal Revenue Code.**3D DOMESTIC PARTNER COVERAGE**Do you wish to offer non-state registered domestic partner coverage?  Yes  No

See Domestic Partner Coverage in the Agreement and Signature section for state registered and non-state registered Domestic Partner Coverage details.

**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?<sup>2</sup>  Yes  No If you don't select an answer, we'll record your status as Yes.<sup>2</sup> 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?<sup>3</sup>  Yes  No<sup>3</sup> 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 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) <input type="checkbox"/> Email <input type="checkbox"/> Mail			

**7B 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.

 Check here if same as contract signer.

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) <input type="checkbox"/> Email <input type="checkbox"/> Mail			

**8 MEDICAL PLANS**

 Please select the rating methodology for your group:  Age-Banded rating  Composite rating

**PLAN INFORMATION**

Please select the plan(s) you would 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.

<b>Platinum</b>	<input type="checkbox"/> Platinum KP 0/0/20/S11	<input type="checkbox"/> Platinum KP 500/20/20/S11	<input type="checkbox"/> Platinum KP Plus 0/0/20/S11	<input type="checkbox"/> Platinum PPO 0/0/20/S11
<b>Gold</b>	<input type="checkbox"/> Gold KP 0/0/30/S11 <input type="checkbox"/> Gold KP 0/0/40/S11 <input type="checkbox"/> Gold KP 1000/20/30/S11 <input type="checkbox"/> Gold KP 2000/0/30/S11	<input type="checkbox"/> Gold KP 2250/20/30/S11 <input type="checkbox"/> Gold KP 2500/0/30/S11 <input type="checkbox"/> Gold KP 3500/0/30/S11	<input type="checkbox"/> Gold KP 3750/20/30/S11 <input type="checkbox"/> Gold KP 4500/0/30/S11 <input type="checkbox"/> Gold KP Plus 0/0/30/S11 <input type="checkbox"/> Gold KP Plus 1000/20/30/S11 <input type="checkbox"/> Gold KP Plus 2500/0/30/S11	<input type="checkbox"/> Gold PPO 1000/20/30/S11 <input type="checkbox"/> Gold PPO 2500/10/30/S11 <input type="checkbox"/> Gold KP Virtual Complete 3000/20/40/S11
<b>Silver</b>	<input type="checkbox"/> Silver KP 2700/35/50/S11 <input type="checkbox"/> Silver KP 3700/35/50/S11 <input type="checkbox"/> Silver KP 4700/35/50/S11 <input type="checkbox"/> Silver KP 5500/0/50/S11 <input type="checkbox"/> Silver KP 6000/30/50/S11	<input type="checkbox"/> Silver KP Plus 2700/35/50/S11 <input type="checkbox"/> Silver KP Plus 3700/35/50/S11 <input type="checkbox"/> Silver HDHP/3500/20/S11 <input type="checkbox"/> Silver HDHP/5000/20/S11	<input type="checkbox"/> Silver PPO 3850/30/50/S11 <input type="checkbox"/> Silver PPO 4850/30/50/S11	<input type="checkbox"/> Silver PPO/HDHP 3800/20/S11 <input type="checkbox"/> Silver PPO/HDHP 5000/20/S11 <input type="checkbox"/> Silver KP Virtual Complete 5000/30/40/S11
<b>Bronze</b>	<input type="checkbox"/> Bronze HDHP/7250/0/S11	<input type="checkbox"/> Bronze PPO 6500/20/60/S11	<input type="checkbox"/> Bronze PPO/HDHP 7250/10/S11	<input type="checkbox"/> Bronze KP Virtual Complete 6300/20/60/S11

The Dual Choice PPO plans are fully underwritten by Kaiser Permanente Insurance Company (KPIC), a subsidiary of Kaiser Foundation Health Plan (KFHP), Inc.

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.

**10A AUTHORIZED AGENT/BROKER OF RECORD FOR KAISER PERMANENTE**

To be completed by broker. To the best of my knowledge and belief, the employment and other information on this application is complete and accurate. I acknowledge that I represent and am acting on behalf of my client and not for, or as, an employee of Kaiser Foundation Health Plan or KPIC. I have explained the benefits and limitations of coverage and advised my client not to terminate any existing coverage until receiving written notice that the coverage being applied for under the new program has been approved. I understand that I have no right to bind this coverage, or to alter terms of the insurance.

**Primary (authorized agent/broker)**

Agent/broker name	% split
Firm name	Kaiser Permanente broker firm ID
Agent/broker signature X	Date
General Agency	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 information, service your organization, change group information, or act on your behalf.

Business name (please print): \_\_\_\_\_

## 11 AGREEMENT AND SIGNATURE

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

- Prepaid monthly premiums will be posted to Kaiser Permanente's account by the due date on the Kaiser Permanente billing statement.
- My company will use employee enrollment application forms provided or approved by KFHP and KPIC for new employees.
- Employees must be full-time, working 30 or more hours per week, and earning compensation equal to a minimum of the federal minimum wage. 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 will abide by the contract provisions.

### Domestic Partner Coverage

Coverage for state-registered (civil union) domestic partner coverage 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.

### Renewal Delivery

Your annual renewal notification and packet will be sent to you by USPS mail, prior to your health coverage anniversary date.

Approval may be withheld for any reason permitted under applicable state and/or federal law. The employer understands the licensed broker, if any, who solicited this application was acting as an independent contractor and not as a broker of the Health Plan and/or KPIC, as applicable. Furthermore, the broker who solicited this agreement or upon whose explanation of coverage and benefits employer relied is in fact employer's broker for purposes of this agreement. It's understood that as an independent contractor and as employer's broker that person has no right to bind this coverage or to alter terms or conditions of any policies or any enrollment applications or to waive any requirements of Health Plan and/or KPIC, as applicable, or to adjust any claims for benefits under this insurance for which employer is applying.

The employer acknowledges and agrees that coverage under any policy will only be as and to the extent provided, and it's employer's duty and responsibility to explain this to each person for whom coverage is sought. Employer has reviewed the benefits and limitations of coverage in the benefits summary and has explained such benefits and limitations to each person for whom coverage is sought. It's also acknowledged and agreed that coverage will begin only: upon the effective date inserted by Health Plan and/or KPIC, as applicable in the written notice to employer. The absence of written approval won't imply approval. Approval may be withheld for any reason permitted under applicable state and/or federal law.

Employer may cancel this agreement at any time upon 30 days prior written notice to Health Plan and/or KPIC, as applicable. For the duration of coverage, employer agrees to pay premiums on a monthly basis or at such other frequency as agreed upon by Health Plan and/or KPIC, as applicable. If Health Plan and/or KPIC, as applicable doesn't receive payment in full within the time allowed, this will automatically constitute withdrawal and cancellation of all coverage. The effective date of coverage termination will be 12:01 a.m. of the first day of the billing period for which the premium wasn't paid when due if: (1) coverage is terminated because of nonpayment of premium in full; or (2) employer has given prior written notice of cancellation. Coverage for the participating employees and their dependents will be continuous unless (1) the employee terminates employment; (2) the employee or dependent ceases to be eligible; or (3) requirements of this agreement aren't maintained by the participating parties here-under, including employer and employees.

Pediatric dental is an Essential Health Benefit. When employees and their dependents enroll in the medical plan, members receive child dental benefits as part of their medical coverage and not as a separate plan. Child dental benefits apply to all members under 19 years of age. This is not applicable to SHOP Plans.

The employer is establishing this plan to provide medical and other benefits to its eligible employees and dependents. Employer acknowledges that this plan constitutes an employee welfare benefit plan and agrees, as "sponsor," to fully comply with the applicable provisions and requirements of the Employee Retirement Income Security Act of 1974 (ERISA). Employer designates Health Plan and/or KPIC, as applicable, as the fiduciary for claims and appeals arising under the Group Agreement and/or Group Policy, as applicable. Neither Health Plan nor KPIC is the Plan Administrator of employer's employee benefit plan as that term is defined under ERISA. This provision only applies to an employer who sponsors an employee welfare benefit plan covered by ERISA, and where Health Plan's and/or KPIC's group health coverage is a component of that employee welfare benefit plan.

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](https://account.kp.org) group account will be granted to my agent/broker who can delegate authority to their support staff. This information may include, but is not limited to, renewal notices, group agreements, rates, benefits, and protected health information (PHI).

Business name (please print): \_\_\_\_\_

I attest that my company meets the definition of "small employer" as defined by applicable federal and state law. I have a minimum of 1 W-2 employee (excluding the owner, spouse, or legal domestic partner) and attest that at least 50% of eligible employees are covered by group coverage. Failure to maintain the participation requirements may result in non renewal of contract.

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

The annual renewal notification and packet will be sent by USPS mail, prior to the health coverage anniversary date. Delivery will be to the business' physical street address on this application.

The group agreement and interim communications will be delivered either by email or mail as designated by the Contract Signer.

Any employees who are covered for health care under CHAMPUS/CHAMPVA, Medicare, Individual, or their spouse's or parent's group coverage may waive health coverage. The participation calculation would apply to the remaining eligible employees. The employer will (1) maintain the records necessary to the administration of the agreement; (2) report additions, changes, terminations, and other information necessary to the administration of the agreement to Health Plan and/or KPIC, as applicable, within 30 days after the effective date of such additions, changes, and terminations; (3) agree that if employer doesn't notify Health Plan and/or KPIC, as applicable, of any insured ineligibility or termination within 30 days, shall forfeit any premium refund/credit that would otherwise have been due; (4) make all such records, including payroll records, tax return, and personnel files and other documentation as determined by the Health Plan and/or KPIC, as applicable, available upon request to the Health Plan and/or KPIC, as applicable, or its authorized representative; (5) pay all premiums in accordance with the terms of this agreement; and (6) notify all employees of any termination or rescission of coverage which affects them and refund the appropriate contributions made by the employee towards the premium.

All statements provided in this agreement are true, correct, complete, and within our personal knowledge. We understand and agree that this agreement will become binding between Health Plan and/or KPIC, as applicable, and us only upon acceptance by Health Plan and/or KPIC, as applicable. The absence of written approval won't imply approval. Any intentional material misstatement or incomplete statement of fact will be deemed a misrepresentation and may result in termination of all coverage with respect to us, our participating employees, and their dependents without liability to Health Plan and/or KPIC, as permitted by applicable law.

Authorized company signer (please print name)	Title (please print)
Signature of authorized company officer <b>X</b>	Date