



## Your MVP Health Care® Group Health Plan Contract

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LAURA BRACE  
61 PINE ST BLDG 4  
BRISTOL VT 05443

# Thank you for choosing MVP.

We are dedicated to making health insurance  
more convenient, more supportive, and  
more personal for you *and* your employees.

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### Take advantage of the MVP online resources.

Save time making important day-to-day transactions using your Online Employer Account. Visit **[mvphealthcare.com/employers](https://mvphealthcare.com/employers)** to register—simply use your MVP group number, **429767**.

With a few clicks, you can view and pay your bill; add, delete, or make changes to your employee roster; order ID cards for your employees; look up benefit details; and more.





## Your MVP Health Care® Group Health Plan Contract

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# Let's get started.

Enclosed you'll find two copies of your Group Health Insurance Contract. If you offer your employees multiple plans, you will receive a Contract **for each plan**. Please review the Contract carefully, and if any information is inconsistent with your understanding, contact MVP.

**You will need to review, sign, and return to MVP, the MVP copy of the Contract for each plan.**

Email: **employergroupcontracts@mvphealthcare.com**

Fax: **1-844-946-8004**

Mail: Use the postage-paid envelope included



**If we do not receive your signed Contract within 60 days, your first premium payment will be deemed your acceptance of the conditions of the Group Contract.**

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## Talk to your MVP team—we're here when you need us.

If you have account-specific questions about this Contract, contact your MVP Representative at **802-264-6561** or email **lpetrie@mvphealthcare.com**. You can also contact your broker, if applicable.

You can contact the MVP Group Personal Service Team by phone or email for help with billing and eligibility questions.

**1-844-946-8003**

**GPST@mvphealthcare.com**



[ Please sign and return this Vermont Group Health Insurance Contract to MVP within 30 days. ]

# Vermont Group Health Insurance Contract



Between **MVP HEALTH INSURANCE COMPANY (MVP)**  
625 State Street, Schenectady, New York 12305-2111 **518-370-4793**

And **FIVE TOWN HEALTH ALLIANCE DBA MOUNTAIN HEALTH CTR (Group)** Group  
Number **429767**

In consideration of the payment to MVP of the premiums called for herein, MVP agrees to provide the coverage described in this **Group Contract** ("Contract"), subject to all agreements and mutual covenants contained herein, commencing on **January 1, 2024 12:00 am Eastern Standard Time** (the "Effective Date") and continuing until **December 31, 2024 11:59 pm Eastern Standard Time** (this period is referred to as the "Initial Term"). After the Initial Term, this Contract shall automatically renew for subsequent 12-month terms, unless this Contract is non-renewed or terminated in accordance with the provision contained herein.

**This Vermont Health Insurance Contract consists of this Signature Page and the following Exhibits:**


- Exhibit A** Premium Rate Schedule
- Exhibit B** Certificate of Coverage
- Exhibit C** Rider  
No Rider included with this Contract
- Exhibit D** Summary of Benefits and Coverage  
MVP VT (Group Standard) Gold 1  
*Your benefits product has been deemed creditable for the required Centers for Medicare & Medicaid Services (CMS) employee notification. Creditable coverage is defined as health insurance that meets or exceeds the Medicare drug benefit.*
- Exhibit E** General Terms and Conditions
- Exhibit F** Vermont Small Group Guidelines

The parties executing this Contract represent and warrant that they have the authority to bind their respective entities to this Contract.

**In witness whereof**, MVP and Group have caused this Group Contract to be executed as of the Effective Date.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and, in Vermont, shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

## MVP HEALTH CARE

By:  Title: Vice President, Commercial Sales Date: February 12, 2024

## FIVE TOWN HEALTH ALLIANCE DBA MOUNTAIN HEALTH CTR



By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Unless otherwise prohibited by law, by checking this box I consent to the receipt of electronic communications related to my MVP health plan at the email address I provided. I have read and agree to the details outlined in the MVP *Electronic Communications Disclosure*, available at [mvphealthcare.com/notice-privacy-practices-compliance](http://mvphealthcare.com/notice-privacy-practices-compliance) or by calling MVP at **1-800-TALK-MVP** (1-800-825-5687).



[ **Sign and retain this copy of the Vermont Group Health Insurance Contract for your records.** ]

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## MVP HEALTH CARE

By:  Title: Vice President, Commercial Sales Date: February 12, 2024

## FIVE TOWN HEALTH ALLIANCE DBA MOUNTAIN HEALTH CTR



By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Unless otherwise prohibited by law, by checking this box I consent to the receipt of electronic communications related to my MVP health plan at the email address I provided. I have read and agree to the details outlined in the MVP *Electronic Communications Disclosure*, available at [mvphealthcare.com/notice-privacy-practices-compliance](http://mvphealthcare.com/notice-privacy-practices-compliance) or by calling MVP at **1-800-TALK-MVP** (1-800-825-5687).



# Premium Rate Schedule

**FIVE TOWN HEALTH ALLIANCE DBA MOUNTAIN HEALTH CTR**Group Number **429767**

MVP VT (Group Standard) Gold 1

The Contracted Rates below are effective **January 1, 2024–December 31, 2024** as set forth in the Group Health Insurance Contract included with this Premium Rate Schedule.

	Single Rate (per Month)	Double Rate (per Month)	Parent+ Child(ren) Rate (per Month)	Family Rate (per Month)
<b>Medical</b>	\$912.32	\$1,824.64	\$1,760.78	\$2,563.62



# Certificate of Coverage



## Important Certificate of Coverage Information

MVP will provide all Subscribers with a Certificate of Coverage (COC). If you would like a copy of the COC(s) for your plan(s), please indicate your request below and return this page with your signed Contract in the enclosed envelope.

Certificates of Coverage are also available at **[mvphealthcare.com/notice-privacy-practices-compliance](http://mvphealthcare.com/notice-privacy-practices-compliance)**.

☐ **Please email the Certificate(s) of Coverage for my contracted health plan to:**

*(Your email address)*

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Please feel free to call me at **802-264-6561** if you have any questions or would like to have the COC(s) mailed to you.

Sincerely,

Lisa Petrie  
Preferred Client Manager  
MVP Health Care



**Exhibit C**

No Rider(s) included with this Contract



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, [www.mvphealthcare.com/vermont](http://www.mvphealthcare.com/vermont). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other [underlined](#) terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call 1-800-348-8515 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <a href="#">deductible</a> ?	In-Network -\$1,400 individual /\$2,800 family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your <a href="#">deductible</a> ?	Yes, Preventive Care, Office Visits, Emergency Medical Transportation, Urgent Care, Generic Prescription Drugs, Pediatric Vision, Dental Class 1	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <a href="#">deductibles</a> for specific services?	Rx Brand -\$200 individual /\$400 family	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a> ?	In-Network -\$5,600 individual /\$11,200 family. Includes Diabetic Supplies and Equipment. Pharm -\$1,500 individual /\$3,000 family Medical and Pharmacy Out of Pocket Limits are separate.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the <a href="#">out-of-pocket limit</a> ?	Copayments for certain services, premiums, balance-billing charges, and healthcare this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a <a href="#">network provider</a> ?	Yes. See <a href="http://www.mvphealthcare.com">www.mvphealthcare.com</a> or call 1-800-348-8515 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a <a href="#">referral</a> to see a <a href="#">specialist</a> ?	No.	You can see the specialist you choose without a referral.



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <a href="#">provider's office</a> or clinic	Primary care visit to treat an injury or illness	\$20 copay/office visit Deductible does not apply	Not covered	First 3 PCP or MH/SA Visits Covered in Full
	<a href="#">Specialist</a> visit	\$55 copay/visit Deductible does not apply	Not covered	None
	<a href="#">Other practitioner office</a> visit	\$35 copay/visit Deductible does not apply for Chiropractic Care and Physical Therapy	Not covered	No visit limit for Chiropractic Care. Applies to all outpatient settings
	<a href="#">Preventive care/screening/immunization</a>	No charge	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	<a href="#">Diagnostic test</a> (x-ray, blood work)	Lab Office - \$20/visit Deductible does not apply; Lab Facility - 30% coinsurance Deductible applies; Radiology Office - PCP: \$20/visit Deductible does not apply & Spec: \$55/visit Deductible does not apply; Radiology Facility - 30% coinsurance Deductible applies	Not covered	Lab Office - None; Lab Facility - None; Radiology Office - None; Radiology Facility - None
	Imaging (CT/PET scans, MRIs)	Office - 30% coinsurance Deductible applies; Facility - 30% coinsurance Deductible applies	Not covered	Prior authorization is required for some services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need drugs to treat your illness or condition</b> More information about <a href="http://www.mvphhealthcare.com/vermont">prescription drug coverage</a> is available at <a href="http://www.mvphhealthcare.com/vermont">www.mvphhealthcare.com/vermont</a>	Tier 1 (Generic drugs)	30 day supply \$15/prescription Deductible does not apply; 90 day supply \$37.50/prescription Deductible does not apply	Not covered	None
	Tier 2 (Preferred brand drugs)	30 day supply \$60/prescription Deductible applies; 90 day supply \$150/prescription Deductible applies	Not covered	Prior authorization is required for some prescriptions
	Tier 3 (Non-preferred brand drugs)	50% coinsurance Deductible applies	Not covered	Prior authorization is required for some prescriptions. Includes Diabetic Supplies and Equipment
	Tier 4 <a href="#">Specialty drugs</a>	50% coinsurance Deductible applies	Not covered	Prior authorization is required for some prescriptions. 30 day supply available through Specialty Pharmacy
	Facility fee (e.g., ambulatory surgery center)	30% coinsurance Deductible applies	Not covered	Prior authorization is required for some services
<b>If you have outpatient surgery</b>	Physician/surgeon fees	30% coinsurance Deductible applies	Not covered	Prior authorization is required for some services
	<a href="#">Emergency room care</a>	\$150 copay/visit Deductible applies	\$150 copay/visit Deductible applies	None
<b>If you need immediate medical attention</b>	<a href="#">Emergency medical transportation</a>	\$75 copay/trip Deductible does not apply	\$75 copay/trip Deductible does not apply	None
	<a href="#">Urgent care</a>	\$65 copay/visit Deductible does not apply	\$65 copay/visit Deductible does not apply	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	30% coinsurance Deductible applies	Not covered	Prior authorization is required for some services
	Physician/surgeon fees	30% coinsurance Deductible applies	Not covered	Prior authorization is required for some services
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 copay/visit Deductible does not apply	Not covered	First 3 PCP or MH/SA Visits Covered in Full
	Inpatient services	30% coinsurance Deductible applies	Not covered	None
If you are pregnant	Office visits	\$20 copay/visit Deductible does not apply	Not covered	Cost sharing does not apply to certain preventive services. Depending on the type of services, a copay, coinsurance, and/or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	30% coinsurance Deductible applies	Not covered	
	Childbirth/delivery facility services	30% coinsurance Deductible applies	Not covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<a href="#">Home health care</a>	30% coinsurance Deductible applies	Not covered	None
	<a href="#">Rehabilitation services/</a> <a href="#">Habituation services</a>	OP ReHab: 30% coinsurance Deductible applies IP ReHab: 30% coinsurance Deductible applies	OP ReHab: Not covered IP ReHab: Not covered	OP ReHab: 30 combined PT/OT/ST visits per year. OP PT applies Other practitioner office visit cost share in all OP settings IP ReHab: None
	<a href="#">Skilled nursing care</a>	30% coinsurance Deductible applies	Not covered	None
	<a href="#">Durable medical equipment</a>	30% coinsurance Deductible applies	Not covered	Prior authorization is required for some items
	<a href="#">Hospice services</a>	30% coinsurance Deductible applies	Not covered	None
	Children's eye exam	\$20 copay/exam Deductible does not apply	Not covered	One eye exam per year to age 21
If your child needs dental or eye care	Children's glasses	\$20 copay/pair Deductible does not apply	\$20 copay/pair Deductible does not apply	One pair per year to age 21. Eyewear can be purchased from any provider
	Children's dental check-up	Class 1: No charge Class 2: 30% coinsurance Deductible applies Class 3 and Orthodontic: 50% coinsurance Deductible applies	Class 1: Not covered Class 2: Not covered Class 3 and Orthodontic: Not covered	Two dental exams per year to age 21. Adult Dental not covered

**Excluded Services & Other Covered Services:**

**Services Your [Plan](#) Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other [excluded services](#).)**

<ul style="list-style-type: none"><li>• Acupuncture</li><li>• Cosmetic Surgery</li><li>• Dental Care (Adult)</li><li>• Long-Term Care</li><li>• Non-Emergency care when traveling outside the U.S</li><li>• Routine Eye Care (Adult)</li><li>• Routine Foot Care(Routine Foot Care for Diabetes is covered)</li></ul>	<ul style="list-style-type: none"><li>• Weight Loss Programs</li></ul>
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**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)**

<ul style="list-style-type: none"><li>• Abortion</li><li>• Bariatric Surgery(Requires Prior Authorization)</li><li>• Chiropractic Care</li></ul>	<ul style="list-style-type: none"><li>• Hearing Aids</li><li>• Infertility Treatment</li><li>• Private-Duty Nursing</li></ul>
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**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

MVP Health Care  
P.O. Box 2207  
Schenectady, NY 12301  
Toll Free: 1-888-687-6277  
[www.mvphealthcare.com/vermont](http://www.mvphealthcare.com/vermont)  
[members@mvphealthcare.com](mailto:members@mvphealthcare.com)

You can also contact the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [dol.gov/ebsa](http://dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 or [ccio.cms.gov](http://ccio.cms.gov). Church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

MVP Health Care  
Attn: Member Appeals  
P.O.Box 2207  
Schenectady, NY 12301  
Toll Free: 1-800-348-8515  
[www.mvphealthcare.com](http://www.mvphealthcare.com)  
[members@mvphealthcare.com](mailto:members@mvphealthcare.com)

You can also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform), or the Vermont Department of Financial Regulation at 1-800-631-7788 or [dfr.vermont.gov](http://dfr.vermont.gov). Additionally, a consumer assistance program can help you file your appeal. Contact the Vermont Legal Aid at 1-800-889-2047 or [vtlegalaid.org](http://vtlegalaid.org).

**Does this plan provide Minimum Essential Coverage?** Yes.

[Minimum Essential Coverage](#) generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the premium tax credit.

**Does this plan meet the Minimum Value Standards?** Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

\_\_\_\_\_ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,400
- Specialist Copay \$55
- Hospital (facility) Coinsurance 30%
- Other Coinsurance 30%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (ultrasounds and blood work)  
Specialist visit (anesthesia)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,400
Copayments	\$100
Coinsurance	\$2,500
What isn't covered	
Limits or exclusions	\$70
The total Peg would pay is	\$4,070

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,400
- Specialist Copay \$55
- Hospital (facility) Coinsurance 30%
- Other Copay \$20

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)  
Diagnostic tests (blood work)  
Prescription drugs  
Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$700
Coinsurance	\$100
What isn't covered	
Limits or exclusions	\$200
The total Joe would pay is	\$2,500

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,400
- Specialist Copay \$55
- Hospital (facility) Coinsurance 30%
- Other Copay \$150

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)  
Diagnostic test (x-ray)  
Durable medical equipment (crutches)  
Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,400
Copayments	\$200
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$10
The total Mia would pay is	\$1,610

The plan would be responsible for the other costs of these EXAMPLE covered services.

# Non-Discrimination Notice

## For MVP Commercial Plans



MVP Health Care® complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex (including sexual orientation and gender identity). MVP Health Care does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex (including sexual orientation and gender identity).

### What MVP Health Care Provides

Free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

Free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

### If You Need These Services

If you need these services, contact Elona Charles-Wilson at **1-844-946-8009** (TTY: 1-800-662-1220).

### How to File a Grievance or Complaint

If you believe that MVP has not given you these services or has treated you differently because of race, color, national origin, age, disability, or sex, you can file a grievance with MVP by:

**Mail:** ATTN: ELONA CHARLES-WILSON  
CIVIL RIGHTS COORDINATOR  
MVP HEALTH CARE  
625 STATE ST  
SCHENECTADY NY 12305-2111

**Phone:** **1-844-946-8009**  
(TTY/TDD: 1-800-662-1220)

**In person:** 625 State Street, Schenectady, NY

**Email:** [civilrightscoordinator@mvphealthcare.com](mailto:civilrightscoordinator@mvphealthcare.com)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights by:

**Online:** [ocrportal.hhs.gov](https://ocrportal.hhs.gov)

**Mail:** US DEPT OF HEALTH & HUMAN SRVS  
200 INDEPENDENCE AVE SW  
HHH BLDG ROOM 509F  
WASHINGTON DC 20201

**Phone:** **1-800-368-1019**  
(TTY/TTD: 1-800-537-7697)

Complaint forms are available by visiting [hhs.gov/regulations](https://hhs.gov/regulations) and selecting *Complaints & Appeals*, then *Civil Rights: How to file a complaint*.

### Multi-Language Interpreter Services

#### Español (Spanish)

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-844-946-8010** (TTY: 1-800-662-1220).

#### 繁體中文 (Chinese)

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 **1-844-946-8010** (TTY: 1-800-662-1220)。

#### Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-844-946-8010** (телетайп: 1-800-662-1220).

#### Kreyòl Ayisyen (French Creole)

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele **1-844-946-8010** (TTY: 1-800-662-1220).

#### 한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. **1-844-946-8010** (TTY: 1-800-662-1220) 번으로 전화해 주십시오.

#### Italiano (Italian)

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero **1-844-946-8010** (TTY: 1-800-662-1220).

#### אידיש (Yiddish)

אויפמערקזאם: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פריי פון אפצאל. **1-844-946-8010** (TTY: 1-800-662-1220)

#### বাংলা (Bengali)

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন **১-৮৪৪-৯৪৬-৮০১০** (TTY: ১-৮০০-৬৬২-১২২০)।

#### Polski (Polish)

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer **1-844-946-8010** (TTY: 1-800-662-1220).

#### العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم **0108-649-448-1** (رقم هاتف الصم والبكم: 1-0221-266-008).

#### Français (French)

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le **1-844-946-8010** (ATS: 1-800-662-1220).

#### اردو (Urdu)

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں **1-844-946-8010** (TTY: 1-800-662-1220)۔

#### Tagalog (Tagalog-Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa **1-844-946-8010** (TTY: 1-800-662-1220).

#### Ελληνικά (Greek)

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε **1-844-946-8010** (TTY: 1-800-662-1220).

#### Shqip (Albanian)

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në **1-844-946-8010** (TTY: 1-800-662-1220).

# General Terms and Conditions

## Article I: Definitions

- A. Certificate of Coverage or Certificate** refers to the document received by subscribers, which describes the services for which MVP provides benefits and other terms and conditions of Coverage.
- B. Contract or Group Contract** refers to the agreement between MVP and Group. The entire agreement includes the Signature Page, and all Exhibits attached hereto.
- C. Covered Person** refers to either a Group Member or his or her dependents who are eligible for Coverage under this Contract.
- D. Effective Date** means the date coverage under this Contract begins. Coverage begins at 12:00 am Eastern Time, on that date.
- E. Group, Group Policyholder, or Policyholder** refers to the entity named on the cover page of this document and to whom this Contract is issued.
- F. Group Member or Certificate Holder** means an individual who is eligible for group health insurance coverage with MVP, under the terms and conditions established by Group and MVP. Group Member does not include an individual who is eligible for coverage under this Contract solely by virtue of their status as a dependent (e.g. spouse or child) of another insured. All Group Members must meet the requirements set forth in this Contract in order to be eligible for coverage. To be eligible for coverage as a Group Member, under this Contract, by virtue of an individual's status as a "current employee" of Group, such individual must work a minimum of twenty (20) hours per week with Group. If Group seeks to include retirees or association members as Group Members under this Contract, then such election must be made on the Group Application and applicable exhibit(s) attached hereto.
- G. Initial Term** means the period from the initial Effective Date until the first Renewal Date.
- H. Large Group** means any Group with one hundred and one (101) or more eligible employees or members at the time of renewal.
- I. Renewal Date** means the day following the end of the Initial Term and each anniversary thereof, while this Contract remains in effect.
- J. Small Group** means any Group with a minimum of one (1) common law, but no more than one hundred (100) full time equivalent employees at the time of renewal.
- K. Written Notice** is meant to include notice by letter, newsletter, electronic mail, or other media by electronic means, including but not limited to electronic mail notifications. By including an email address on this contract and/or your group application, you agree to accept all notices electronically unless otherwise indicated in this contract or as required by law.

In this document, "we," "us," and "our," mean MVP. You, your, and yours refer to you the Group. The capitalized terms set forth above, when used in Exhibit "A" General Terms and Conditions, shall have the meanings set forth above. The capitalized terms used in Exhibit "B" Certificate of Coverage, shall have the meanings set forth in the "Definitions" Article of the Certificate of Coverage.

## Article II: Warranties and Representations

- A.** MVP has secured any required licensure, government approval, or exemption, necessary to perform the services offered in this Contract.
- B.** Group hereby warrants and represents that it has accurately completed and responded to all questions presented on the Group Application. Group further warrants and represents that any and all additional information provided to MVP by Group is true and accurate to the best of Group's knowledge. Group agrees to promptly advise MVP of any material changes to the responses provided on the Group Application.

- C. Reform Language.** Group shall promptly advise MVP of any changes to contribution amounts to employee premiums. Group acknowledges that changes to its employees' premium contribution requirements may affect Group's grandfathered status pursuant to the Patient Protection and Affordable Care Act (PPACA).
- D. Federal Health Care Reform Effective Beginning September 23, 2012.** Group shall deliver any MVP Summary of Benefits and Coverage forms ("SBC"), Glossary forms, and/or other issuer forms required by the federal health care reform law to all eligible employees (and to their dependents with known other addresses) and covered retirees (if any), including any MVP enrollees in a timely manner. MVP will deliver all required forms to the Group electronically in a timely manner with instructions in order to facilitate this distribution. Groups who do not accept electronic delivery from MVP will be required to notify MVP in advance to accommodate U.S. Mail delivery. The provision of a Group email address as noted above will be deemed acceptance of this distribution method unless the Group notifies MVP otherwise in writing with the execution of this contract. For new business, the delivery of these forms must accompany any other written enrollment materials, or if no written materials, delivery must occur prior to first day eligible to submit enrollment. For renewals, MVP must provide only enrollee's plan information (not all options) 30 days prior to renewal date; other forms will be provided upon request of employee.

### Article III: Health Insurance Coverage

- A.** In consideration of the mutual agreements contained herein, and upon the receipt of required premiums, MVP shall provide the benefits described in this Contract to all Covered Persons, in accordance with the terms of this Contract.
- B.** MVP shall issue an electronic or hard copy of the Riders and Summary of Benefits and Coverage form(s)/Glossaries attached hereto as exhibits, to the Group. These Exhibits describe the coverage available to eligible Group Members and their covered dependents, as well as the terms and conditions of that coverage. The Group shall distribute these Exhibits to Group Members.
- C.** Subject to applicable law, MVP may unilaterally revise Group's coverage as of any Renewal Date of this Contract upon sixty (60) days prior written notice to Group. In addition, MVP may upon written notice to Group revise your coverage to comply with changes in state or federal laws or regulations. The coverage described in this Contract is the coverage that will be provided during the Initial Term of this Agreement and all subsequent terms, unless this Contract is amended, modified, or revised in accordance with the terms and conditions contained herein. Group may request an amendment, modification, or revision to this coverage (e.g. add or delete approved Riders) to take effect on Group's next Renewal Date, provided that Group provides MVP with a minimum of sixty (60) days prior written notice.
- D.** If you have purchased a Contract that includes a network of health care providers, then Group understands and agrees that such network may change from time to time. MVP reserves the right, consistent with network adequacy requirements and other applicable law, to add or remove health care providers from such network.

### Article IV: Eligibility and Enrollment

#### A. Eligibility.

1. MVP may only offer coverage to groups that meet the requirements set forth by the Vermont Department of Financial Regulation, 18 V.S.A. § 9414 and 8 V.S.A. §§ 15, 4089a, 4089b, and 4724. Group understands and agrees that MVP will evaluate Group's eligibility for coverage based upon information provided on the Group Application and/or other information provided by Group. MVP reserves the right to request group and/or subscriber eligibility information at any time, and Group agrees to furnish such information to MVP upon request.
2. In order to be eligible for coverage, Group Members must satisfy Group's eligibility requirements, as well as the requirements set forth in this Contract including, without limitation, the eligibility requirements set forth in the Certificate of Coverage. (See definition of "Group Member" in Article I, Section "F" of this Exhibit).
3. Group agrees that it will establish its eligibility requirements in a manner consistent with state and federal laws and regulations. Group agrees that any eligibility requirements adopted by Group for MVP coverage shall be applied in a fair and consistent manner so as not to prejudice or deter Group Members from selecting coverage with MVP.
4. MVP may elect not to provide coverage to Group, if Group has been terminated for non-payment of premiums by MVP or any other payer within the twelve (12) month period immediately preceding the proposed Effective Date of this Contract. Additionally, if MVP has at any time in the past terminated Group for non-payment of premiums, MVP

may require Group to remit all past due premiums and late charges to MVP before coverage under this Contract will take effect.

**B. Enrollment.**

1. Group shall have its Group Members, who want coverage with MVP, complete a hard copy or online web enrollment form. Copies of enrollment forms shall be sent to MVP.
2. Group shall report to MVP, via hard copy, electronic format, or online web format, all additions to and terminations from Group's list of Covered Persons. MVP shall not go back more than sixty (60) days from its receipt of these reports to make any enrollment additions or terminations. Notwithstanding, for all additions, Group Members must still elect coverage within thirty (30) days from date of hire (for individuals eligible for Group benefits as a result of new employment status) or the end of an employer-imposed waiting period, if applicable, or during Group's "open enrollment period", "special enrollment period", or "dependent special enrollment period", as those terms are described in paragraphs "3", "4", and "5", immediately below.
3. Group agrees to have at least one (1), but no more than two (2) open enrollment periods per Calendar Year, with each being no less than thirty (30) days. During the open enrollment period, eligible Group Members may transfer between multiple health insurance options (if multiple options are offered by Group) and/or enroll in coverage that was previously declined by the Group Member. The collective duration of such open enrollment period(s) shall not exceed two (2) months per Calendar Year. Group and MVP agree to comply with and cooperate during the open enrollment period(s) established by Group. Except for "special enrollment periods", described in Paragraph "4" immediately below, and new hires added within thirty (30) days from date of hire (or the end of an employer-imposed waiting period, if applicable), Group agrees that it will not allow any Group Members to enroll with MVP outside of Group's open enrollment period(s).
4. If a Group Member and his/her Dependent(s) do not initially enroll or enroll during an open enrollment period, then Group Member and his/her Dependent(s) will in most instances be required to wait until the next open enrollment period before they may enroll for coverage with MVP. However, if Group Member and his/her Dependent(s) qualify for a special enrollment period then each are eligible to enroll. To qualify for a special enrollment period, one of the following conditions must be met:
  - a. **Loss of eligibility for Coverage**
    - (1) Group Member and his/her Dependent(s) seeking to enroll must have been covered under a group health plan or had other health insurance coverage at the time coverage was previously offered; and
    - (2) Group Member must have stated in writing that other coverage was the reason for declining enrollment at the time it was offered. This condition, however, must only be met if the Group required that this statement be made in writing and provided Group Member with notice of this requirement (and the consequences of such requirement) at the time coverage was offered; and
    - (3) Group Member and his/her Dependent(s) applies for coverage within thirty (30) days after such loss of coverage or termination; and
    - (4) Group Member and his/her Dependent's coverage was terminated or lost due to one of the following reasons:
      - (a) Coverage was provided in accordance with the continuation coverage required by state or federal law and was exhausted;
      - (b) Legal separation, divorce, or annulment;
      - (c) Cessation of dependent status;
      - (d) Death of employee;
      - (e) Termination of employment;
      - (f) Reduction in the number of hours of employment;
      - (g) Employer contributions towards such coverage were terminated;
      - (h) Loss of coverage because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and no other benefit package is available to the individual;
      - (i) A situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; or
      - (j) A situation in which a plan no longer offers any benefits to the class of similarly situated individuals.

b. **If you lose eligibility under Medicaid or Dr. Dynasaur**

Group Member and his/her Dependent is covered under a state Medicaid or Dr. Dynasaur and coverage of Group Member and his/her Dependent under such a plan is terminated as a result of loss of eligibility for such coverage AND Group Member and his/her Dependent applies for coverage within sixty (60) days after the date of termination of such coverage; **or**

c. **If you become Eligible for Medicaid or Dr. Dynasaur**

Group Member and his/her Dependent becomes eligible for group health plan premium assistance under a state Medicaid or Dr. Dynasaur plan AND Group Member and his/her eligible Dependents apply for coverage within sixty (60) days after the date Group Member and his/her dependent is determined to be eligible for such assistance.

When enrolling pursuant to this Section, coverage under this Contract will commence as of the first date of loss of coverage following the qualifying event, provided we receive timely premium payment on Group Member and any Dependents' behalf from Group.

5. In addition to the "special enrollment rights" described in paragraph "4" above, Group and MVP agree to allow Group Members to add otherwise eligible dependents to their coverage either during Group's open enrollment period or during the "dependent special enrollment period." The "dependent special enrollment period" shall be a period of thirty (30) days from the date the dependent became eligible for coverage with MVP as a result of marriage, birth, adoption, or placement for adoption. In order to qualify for enrollment during the "dependent special enrollment period", the Group Member must notify MVP of his or her intent to add such dependent to his or her coverage within the thirty (30) day period described above. If a dependent is properly added during the "dependent special enrollment period", coverage shall commence for such dependent in the manner described in the Certificate of Coverage.
6. Group agrees to provide a description of "special enrollment rights" described in paragraphs "4" and "5" above, to each Group Member on or before the time they are offered the opportunity to enroll with MVP.

## **Article V: Continuation and Conversion Coverage**

### **A. Continuation Coverage.**

1. Group shall comply with all applicable requirements under the Consolidated Omnibus Reconciliation Act of 1985, P.L. 99-272 ("COBRA"), as amended, and any regulations promulgated pursuant thereto, including without limitation, the provision of all required notices to Covered Persons.
2. Group shall not attempt to modify the time periods for notice or election of Group Continuation, premium payments, or the eligibility criteria and termination events established by federal and state law. Group shall be responsible for collecting all written requests for Continuation Coverage. Group shall be responsible for collecting and remitting premiums paid by Covered Persons pursuant to COBRA. A Covered Person's Continuation of Coverage under COBRA or shall not be effective unless MVP receives all premiums due since the date of the Covered Person's qualifying event (as that term is defined under applicable laws and regulations).

### **B. Conversion Coverage.** Within fifteen (15) days of Covered Persons' termination of Group Coverage, Group shall notify all such Covered Persons of any conversion options available as set forth in the Certificate of Coverage.

## **Article VI: Premiums**

- A. Premium Rates.** The Group agrees to pay premiums to MVP, monthly in advance by payroll deduction or otherwise, on behalf of each Covered Person. The premium rates for the first Contract Period shall be set in accordance with the Premium Rate Schedule attached hereto as Exhibit "E".
- B.** Group understands and agrees that the aforementioned premium is based on rates in effect for the Calendar Year in which this Contract becomes effective ("Effective Date"). It is further understood and agreed that the aforementioned premium rates are based on rates and/or a rating methodology that has been approved by, and is on file with, the Green Mountain Care Board. Group and MVP understand and agree that any quoted estimate of such premium provided by MVP, prior to the Department issuing its final approved rate, will be subject to change. MVP shall notify Group or Group's designee at least thirty (30) days prior to the start of each Contract Year, of the final approved rate for the next Contract Year. Notwithstanding the above, MVP reserves the right to revise premiums upon thirty (30) days written notice to

Group upon the enactment or promulgation of any applicable state or federal law or regulation, or any amendment thereto, that MVP determines will have a material impact upon the cost of providing the Coverage herein described.

- C. Payment of Premiums.** Group must pay the total of all billed premiums on or before the due date and must not make any adjustment to the billed premium. MVP will make any necessary adjustments to billed premium based upon changes in Group enrollment as described in this Section “D” immediately below. Any failure by Group to pay the entire billed premium shall be deemed a non-payment of premium. MVP will allow a grace period of thirty (30) days for the payment of each premium except for the initial premium. Group will be billed for Covered Persons electing Coverage under this Contract as follows.
1. For Covered Persons whose coverage becomes effective prior to the sixteenth day of the month, an entire month’s premium shall be charged.
  2. For Covered Persons whose coverage becomes effective after the fifteenth day of the month, no premium will be charged.
  3. For persons whose coverage terminates prior to the sixteenth day of the month, no premium shall be charged.
  4. For persons whose coverage terminates after the fifteenth day of the month, an entire month’s premium will be charged.
- D. Premium Adjustments Based on Retroactive Changes to Group Enrollment.** Group shall not receive any premium credit for more than sixty (60) days with respect to any terminated Covered Person. MVP will make adjustments to Group billing statement to reflect additions and/or deletions to Group enrollment within sixty (60) days from the date that MVP was provided with notice of the requested change.
- E. Termination for Non-Payment of Premiums.** MVP may automatically terminate this Contract for failure to pay premiums as of the end of any grace period. MVP will provide written notice to the Group if the Contract is terminated in this manner. If so terminated, the Group will remain liable for any outstanding premiums and late payments.
- F. Late Charges.** MVP reserves the right to charge Group a late charge of eighteen percent (18%) per annum for any premiums paid after the due date and applicable grace period. MVP will provide written notice to the Group for any late payment charges due to MVP.

## **Article VII: Termination**

- A. Conditions Under Which the Group Contract May Terminate.** This Contract shall continue through the Initial Term and will automatically be renewed for successive one (1) year terms thereafter, unless this Contract is terminated as described below:
1. By Group, for any reason on Group’s Renewal Date, by providing MVP with thirty (30) days prior written notice; or
  2. By MVP, for any of the following reasons:
    - a. Group has failed to pay premiums due under the Contract. The termination shall automatically take effect at the end of the grace period or later date established by MVP.
    - b. Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Contract. MVP may, upon written notice to Group, terminate this Contract as of the date of the fraudulent act or intentional misrepresentation or later date specified in the notice of termination.
    - c. Group has failed to comply with a material term relating to employer contribution or group participation rules, as set out in this Contract and as permitted by the Vermont Department of Financial Regulation. MVP may, upon written notice to Group, terminate this Contract as of the date the Group fails to comply with such rules.
    - d. MVP terminates the class of contracts to which this Contract belongs. In such case, MVP shall provide at least ninety (90) days prior written notice to Group and each Group Member covered under this class of contract.
    - e. MVP withdraws from the applicable market through which you obtained coverage under this Contract, and, we cease offering any similar products in that market. In such case, MVP shall provide Group and each Group Member covered under this Contract at least one hundred and eighty (180) days prior written notice of the withdrawal.
    - f. Group ceases to meet the requirements for a group or, if applicable, a participating employer, labor union, association, or other entity ceases membership or participation in your Group. MVP may, upon written notice to Group, terminate this Contract as of the date the Group no longer satisfied the requirements of the Vermont Law or a participating employer, labor union, association, or other entity ceased participation in Group.

- g. Group no longer has any Group Members located within MVP's operating area. MVP may, upon prior written notice to Group, terminate this Contract if there are no longer any Group Members who live, work, or reside within MVP's operating area. MVP's "operating area" means the area in which MVP has been authorized by the Vermont Department of Financial Regulation to do business. This provision shall only apply to Contracts offering network plans. For purposes of this section, a "network plan" is any Contract that provides financial incentives in the way of lower deductible, co-payment, or co-insurance requirements for obtaining services from health care providers who have contracted, either directly or indirectly, with MVP.
  - h. For Groups with an MVP POS Group Contract, the date your MVP HMO contract terminates.
- B. Reinstatement.** In the event that this Contract is terminated for delinquent premium payment, MVP may agree, in writing, to reinstate this Contract upon timely receipt from Group of the delinquent premiums for the period prior to the termination date, together with any additional premiums for the period from termination through reinstatement.
- C. Adjustment of Termination Date.** If any termination date established pursuant to this Contract is inconsistent with any applicable and binding statutory or regulatory requirements, then the earliest date allowable under the pertinent statute or regulation shall be the date of termination.
- D. Group Agrees to Provide Notice of Termination to its Group Members.** Group understands and agrees that, except with respect to terminations in accordance with Article VII, Section A, Subsection 2, Subparts (d) and (e) above, Group shall be responsible for notifying its Group Members of the termination of this Group Contract in a manner consistent with all applicable laws.
- E. Effect of Termination.** In the event of termination of this Contract, the Group shall be liable to MVP for the payment of outstanding premiums through the date of termination. MVP shall not be liable for health care rendered to a Covered Person after the date of termination, unless the Covered Person is entitled to an extension of benefits as set forth in the Certificate of Coverage.

## Article VIII: Notice

Unless otherwise mutually agreed between the parties, all notices given under this Contract shall be in writing and sent as follows.

- A. Notices to Group.** All notices sent by MVP to Group shall be sent to the address stated on the Group Application, unless, after application, the Group notifies MVP in writing of a change in address.
- B. Notice to MVP.** All notices to MVP should be in writing and sent to:
- MVP HEALTH INSURANCE COMPANY  
625 STATE ST  
SCHENECTADY NY 12305-2111
- C. Bankruptcy Notices.** Notices of Bankruptcy will not be deemed to have been received by MVP unless sent to:
- ATTN: LEGAL DEPARTMENT  
MVP HEALTH INSURANCE COMPANY  
625 STATE ST  
SCHENECTADY NY 12305-2111

## Article IX: General Provisions

- A. Assignment.** Any assignment by Group of this Contract without MVP's prior written consent shall be voidable by MVP. MVP may assign this Contract to any parent, subsidiary, or affiliate of MVP, upon prior notice to Group.
- B. Entire Agreement.** This Contract constitutes the entire agreement between the parties. No agent or representative of MVP other than a duly authorized officer may change or waive any of its provisions.
- C. Legal Action.** No action at law or in equity shall be brought against MVP by Group after the expiration of two (2) years from the date of the alleged loss or breach, whichever is applicable.
- D. Governing Law.** This Group Contract shall be governed by the laws of the State of Vermont and applicable federal law.

- E. Venue for Legal Action.** You agree that any legal action commenced by you against MVP shall be commenced in a court located in the State of Vermont. You also consent and agree that the courts of the State of Vermont shall have personal jurisdiction over you in the event that an action is brought against you by MVP or any subsidiary of MVP.
- F. Waiver.** Failure by MVP to enforce any provision of this Contract shall not be deemed a waiver of the rights of either party under this Contract. The waiver of any breach or violation of any term or provision hereof shall not constitute a waiver of any subsequent breach or violation of the same or any other term or provision.
- G. Force Majeure.** Any delay in or failure of performance by either party under this Contract (other than a failure to comply with payment obligations) shall not be a breach of this Contract if and to the extent caused by events beyond the reasonable control of the party affected, including without limitation, acts of God, embargoes, governmental restrictions, strikes (other than those only affecting Policyholder), riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism, or sabotage. Market conditions and/or fluctuations (including a downturn of Policyholder's business) shall not be deemed force majeure circumstances. Any party so prevented shall resume performance as soon as reasonably possible after the impediment to its performance is removed.
- H. Severability.** In the event that one or more of the provisions of this Contract is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired.
- I. Relationship of Parties.** No provision of this Group Contract is intended to create, nor shall be deemed or construed to create, any relationship or joint venture among Group, Providers or MVP other than as independent entities contracting with each other solely for the purpose of effectuating the provisions of this Group Contract. Neither Group, Covered Persons, MVP, nor any Provider, nor any of their respective employees, shall be deemed or construed to be the agent, employee, or representative of the others, and shall not bind the others by its actions or failure to act. MVP and Group agree that Group's employee benefit plan is a "plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (hereinafter "ERISA"), unless specifically exempted thereunder. MVP and Group, further agree that Group is the plan sponsor and administrator of the employee benefit plan as defined in Section 3(16) of ERISA.

Group acknowledges and agrees that MVP is not a health care provider, and is not engaged in the practice of medicine or the provision of professional medical services. Notwithstanding anything to the contrary, neither MVP nor its officers, directors, shareholders, employees, agents, or other representatives shall be liable or responsible to group, any covered person or any other person for any act or omission of a participating provider or any other provider of health care, or its employees, agents, or representatives, in connection with the provision of health care services to covered persons or otherwise.

- J. Indemnification.** Group shall indemnify and hold harmless MVP for, from and against any and all claims, demands, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and costs), which are related to, arise out of, or are in connection with any negligent or intentional acts or omissions of Group, or any of its employees or agents, in performance of the obligations of Group or Covered Persons under this Group Contract.
- K. Execution of the Agreement.** This Contract shall be executed by MVP and Group once the Signature Page of this Contract is signed by both MVP and Group.
- L. Counterparts.** This Group Contract may be executed in one or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same Group Contract.

# Vermont Small Group Guidelines

## **MVP Health Plan, Inc. (MVP)**

### **Common Ownership**

Groups that have separate entities with multiple Tax ID numbers must combine the total Full-Time Equivalents for all entities in order to determine whether the group is large or small if the same person or set of people own more than 80% of each entity.

### **Employer Location**

To be issued a small group policy, employers must have at least one employee who lives, works, or resides in MVP's service area. If an employer has one or more office locations within the MVP service area, the premium rates for each office location will reflect the applicable regional/state rate. Additional office locations and remote workers outside of Vermont will be charged the premium for the location with the majority of the in-area employees.

### **Vermont's definition of small group is 1–100 Full-Time Equivalents (FTE)**

To assist you in calculating your groups FTEs, please reference the below materials from the Internal Revenue Service:  
**[irs.gov/affordable-care-act/employers/determining-if-an-employer-is-an-applicable-large-employer](https://www.irs.gov/affordable-care-act/employers/determining-if-an-employer-is-an-applicable-large-employer)**

**Solely for purposes of determining whether an employer is a large or small employer, the employer is required to calculate the number of FTEs it employed during the preceding calendar year and count each such FTE as one full time employee.**

### **Common Law Employee**

For a group health plan to be considered a "group health plan" under the Employee Retirement Income Security Act (ERISA), there must be at least one common law employee enrolled as a contract holder. Pursuant to 29 CFR 2510.2-3(b), an "employee benefit plan" does not exist if no "employees" are covered by the plan. Pursuant to 29 CFR 510.3-1 and 29 CFR 2590.732(d) an "employee" does not include the sole owner of a business or a spouse of the business owner.

### **Minimum Hours Worked**

In order to be eligible for MVP Coverage, an eligible employee must work at least 17.5 hours per week.

### **Part Time Employees**

Employees who work less than 30 hours per week are counted using the Full-Time Equivalent (FTE) counting method. To convert the number of part-time employees to an FTE number, the average monthly aggregate number of hours worked for part-time employees is divided by 120. Part time hours are capped at 120 hours per employee per month.

### **Retirees**

Retirees are not "employees" and are not counted in group size.

### **COBRA**

COBRA participants are not included in the FTE calculation for determining group size.

### **Sole Proprietors**

Sole Proprietors are only eligible for an MVP individual product; not a group product. When a business is owned only by an individual or an individual and his/her spouse, then these individuals are not considered "employees"; therefore, the benefit plan is not considered a group health plan. These individuals will need to purchase individual coverage.

### **Classes of Employees**

Classes of employees based on "conditions pertaining to employment" are permitted at the option of the employer. Please note that all FTEs must be used to determine the group's size, regardless of the classes being offered coverage.

**Examples of permissible classes of employees are:**

1. Hours
2. Salaried versus Hourly
3. Geographic Location
4. Directors, Managers, and Shareholders
5. Job duties
6. Earnings

## **Guaranteed Renewal**

Groups will automatically be renewed unless terminated due of the following:

1. Fraud or misrepresentation of material facts.
2. Failure to meet MVP's regional service area requirements if no employee lives, works, or resides in the regional service area.
3. Lapsed membership by a participating group in the association if association group coverage.
4. Inability to meet the definition of permissible group under applicable state and federal requirements.
5. If MVP discontinues a class of contracts or withdraws from the market.

## **Group Fluctuation In Size**

Group size determination is made on your group's renewal. Fluctuation in size of the group mid-year does not affect eligibility.

An employer with 100 or fewer employees that offers a qualified health benefit plan to its employees through Vermont Health Connect (VHC) may continue to participate even if the employer's size grows beyond 100 employees as long as the employer continuously makes qualified health benefit plans in VHC available to its employees.

## **New Employee Waiting Period**

All newly eligible employees will have an enrollment period of at least 30 days.

## **Open Enrollment Period**

Vermont Small Group Plans are effective from January 1 through December 31. Employees are permitted to join the plan, add dependents, or make changes (if applicable) during a 30 day open enrollment period.

## **Eligible Dependents**

Eligible dependents include the following:

1. Spouses
2. Domestic Partners
3. Dependent Children—children of an employee are covered until age 26 regardless of financial dependence, residency, student status, employment, marital status, or eligibility for other coverage
4. Children for whom the insured is the legal guardian

## **Family Policies**

A family policy shall provide coverage for natural children, adopted children, unmarried disabled children, stepchildren, newborn children, and children for whom the employee has legal custody and are chiefly dependent on employee for support.

## **Enrollment Period for Newly Eligible Employees**

Newly eligible employees may be enrolled if his or her application is received within 30 days from the initial period of eligibility.

## **Special Enrollment Periods**

Employees, or employee's Spouse or Child can also enroll for coverage within 30 days of the loss of coverage (including COBRA or continuation coverage) in another group health plan if coverage was terminated because the employee, or employee's Spouse or Child are no longer eligible for coverage under the other group health plan due to:

1. Termination of employment;
2. Termination of the other group health plan;
3. Death of the Spouse;
4. Legal separation, divorce, or annulment;

5. Reduction of hours of employment;
6. Employer contributions toward the group health plan were terminated; or
7. A Child no longer qualifies for coverage as a Child under the other group health plan.

## **Documentation Required for New Sales and Small Group Renewals**

### **New Sales**

Employer group plans are effective and renew each January 1 unless you have a qualifying event. To determine whether you are eligible for a plan change due to a qualifying event please refer to **info.healthconnect.vermont.gov**. Properly completed paperwork must be submitted through a broker or directly to MVP by December 25 for coverage to begin on January 1.

### **Renewal**

Changes should be submitted through a broker or directly to MVP 30 days prior to the group's renewal date to ensure accurate billing statements and membership ID cards.

### **Employer Eligibility Documentation**

- Vermont Employer's Quarterly Wage Report;
- Certificate of Incorporation and payroll records for newly formed business;
- For partnerships, a copy of the most recent BI-471 with income amount stricken;

**Any business in operation for less than one year who cannot supply the above information must furnish a letter from their accountant or attorney. That letter must verify both ownership of a valid business and that the owner works 17.5 hours or more per week in that business.**

**Groups may be required to submit additional documentation. Providing documentation does not guarantee renewal. MVP will review documentation and notify the group if additional information is needed.**

### **Off Cycle Change Requests**

Off-cycle changes include any modification to an account's contract terms or benefits at a time other than their renewal/anniversary date, and must be submitted in writing 30 days in advance of the requested change. The group's most recent Employer Quarterly Wage Report must be attached to the request in order for MVP to approve the request.