RESOLUTION NO. T-2017-06-003R

A RESOLUTION AUTHORIZING THE CUNNINGHAM TOWNSHIP SUPERVISOR TO SIGN A CONTRACT WITH HEALTH ALLIANCE MEDICAL PLANS FOR HEALTH INSURANCE COVERAGE. (Effective January 1, 2017)

WHEREAS, Cunningham Township provides health insurance benefits to the Township Supervisor, Township Assessor and the eligible employees of those offices; and

WHEREAS, there is an insurance plan in effect for employees which establish the plan of insurance that will be offered to employees and to establish the amount the Township will pay for coverage and the amount each member will pay for their coverage; and

WHEREAS, currently the premium for individual coverage is paid for 100% by the Township and if selected, 40% of the family coverage is paid by the Township and 60% of family coverage paid by the employee; and

WHEREAS, currently Health Alliance Medical Plans is the health insurance provider.

NOW, THERFORE, BE IT RESOLVED by the Township Board of the Town of Cunningham, that the Township Board authorizes the Township Supervisor to continue health insurance coverage with Health Alliance Medical Plans and to sign the contract with Health Alliance Medical Plans effective January 1, 2017.

PASSED BY THE TOWNSHIP BOARD OF THE TOWN OF CUNNINGHAM, County of Champaign, State of Illinois, this 5th day of June 2017.

AYES:

NAYS:

ABSTAINED:

_____ _____

Charles A. Smyth, Clerk Diane Wolfe Marlin, Chair

GROUP ENROLLMENT AGREEMENT
BETWEEN

Health Alliance Medical Plans, Inc.

AND

Cunningham Township

2017-01-01
Thru
2017-12-31

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GROUP ENROLLMENT AGREEMENT

THIS AGREEMENT, executed in duplicate, each of which shall be considered an original, is made and entered into between Health Alliance Medical Plans, Inc. ("Health Alliance"), an Illinois domestic stock insurance corporation, with its principal office at 301 South Vine Street, Urbana, Illinois 61801 and Cunningham Township ;
205 W Green St Urbana IL 61801 ("Plan Sponsor").

RECITALS

WHEREAS, Health Alliance is a domestic stock insurance corporation validly organized, duly authorized, and certified to do business in the State of Illinois to underwrite and issue health insurance products, including but not limited to, HMO, PPO and POS type products; and

WHEREAS, Plan Sponsor employs individuals or has members ("Eligible Participants as defined by Plan Sponsor") for whom it desires to obtain coverage for health and dental care services for said Eligible Participants and their eligible Dependents from Health Alliance in accordance with the terms and conditions of the health welfare benefit plan ("Plan") established by the Plan Sponsor; and

WHEREAS, Health Alliance and Plan Sponsor desire to enter into an agreement by which Plan Sponsor will make available to said Eligible Participants as defined by Plan Sponsor and their eligible Dependents under the Plan the option of obtaining coverage for health and dental care services through health insurance products issued by Health Alliance.

NOW, THEREFORE, in consideration of the promises, the above-stated recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, Health Alliance and Plan Sponsor agree as follows:

Section 1. GENERAL PURPOSE

1.1 The intent of this Agreement is to establish a harmonious relationship between Health Alliance and the Plan Sponsor in regard to making available to Eligible Participants the option of electing coverage for health and dental care services under the terms and conditions of this Agreement and the health insurance products underwritten and issued by Health Alliance.

Section 2. DEFINITIONS

2.1 The definitions contained in Exhibit A, the health insurance product(s) offered by the Plan Sponsor and elected by Eligible Participants, together with any Description of Coverage Worksheet, Amendments and Riders attached thereto, ("Policy"), in effect from time-to-time and issued by Health Alliance to Eligible Participants who elect coverage under such health insurance product are incorporated herein by this reference and shall, for the purposes of this Agreement, have the same meaning and effect as set forth therein. True and correct copies of the forms of the Policy presently in effect for the health insurance products to be offered by the Plan

Sponsor to Eligible Participants under this Agreement are attached hereto and marked singularly or collectively as Exhibit "A".

Pursuant to the Affordable Care Act (ACA) Uniform Summary of Benefits and Coverage (SBC) Final Rule, the SBC in effect for the health insurance product(s) offered by the Plan Sponsor to its Eligible Participants under this Agreement is attached hereto as Exhibit D.

Section 3. OBLIGATIONS OF PLAN SPONSOR

3.1 **Plan Sponsor is the Administrator of the Plan**.

3.2 **Eligibility and Enrollment:** Plan Sponsor shall make available to Eligible Participants the opportunity to elect coverage for health and dental care services pursuant to the terms and conditions of the health insurance products issued by Health Alliance, identified in Exhibit "A" referred to in Section 2, and pursuant to the terms and conditions of the Eligibility and Enrollment Requirements that are attached hereto and marked as Exhibit "B" and which by this reference are both incorporated herein.

3.2.1 **SBC**: Under the ACA SBC Final Rule, Plan Sponsor shall provide SBC(s) at the time of its Eligible Participants' initial enrollment application.

3.2.2. **Electronic data submission:** In the event Plan Sponsor transmits eligibility and enrollment data to Health Alliance electronically, Plan Sponsor or its designee shall comply with Exhibit "E" Trading Partner Agreement, which by this reference is incorporated herein.

3.3 **Contribution Requirements:** Plan Sponsor shall contribute towards the payment of the monthly premium for each Eligible Participant's coverage under the selected Policy an amount equal to or greater than the Health Alliance minimum employer contribution referred to in Exhibit "B". Such contributions shall not financially discriminate against Eligible Participants electing coverage pursuant to the Policy and shall be proportionately equal to Plan Sponsor's contributions for Eligible Participants who elect other plans of coverage offered by Plan Sponsor.

3.4 **Remittance of Premiums:** Coverage under the Policy shall commence for each Member on the date specified in writing by the Plan Sponsor to Health Alliance, notwithstanding the fact that the day specified may not be the first day of a calendar month. Therefore in accordance with Exhibit "B," Plan Sponsor shall collect and remit to Health Alliance the full monthly premiums on behalf of any Member for coverage under the Policy attached hereto as follows:

Coverage Effective Date:	**Premium Payment Due:**
1st - 15th day of the month	Full month of premium due on or before month coverage commences.
16th - 31st day of the month	No premium is billed or due for that month

Plan Sponsor shall collect and remit all monthly premiums for continuation coverage provided pursuant to this Agreement. Plan Sponsor shall not be obligated to remit premiums for continuation coverage of any Member in the event Plan Sponsor does not receive payment for the same from the Member. In the event Plan Sponsor does not receive timely payment of said premium from the Member, Plan Sponsor shall send written notice to Health Alliance of Member's termination of continuation coverage.

All premiums, including those for continuation coverage, shall be due on the first day of each month commencing with the effective date of this Agreement. If the premium for any Member is not paid within thirty-one (31) days after it becomes due, the Member's coverage under the Policy shall be terminated as of that date or as otherwise may be provided by law. During this 31 day grace period, Plan Sponsor will remain liable for payment of premium for the time group coverage was in effect.

3.5 **Termination and Premium Remittance:** For a Member whose coverage under the Policy is terminated because of termination of employment or membership, relocation outside of the Service Area, change in status as a Dependent, divorce or legal separation from a Member, death of a Member, becoming entitled to Title 18 Social Security Benefits, or otherwise, and the Member does not elect continuation coverage, Plan Sponsor shall not be required to collect and remit monthly premiums on behalf of such a Member, if the effective date of coverage termination occurs on or between the first (1^{st}) and the fifteenth (15^{th}) day of a calendar month. If the effective date of Termination occurs on or between the sixteenth (16^{th}) and the thirty-first (31^{st}) day of a calendar month, Plan Sponsor shall remit to Health Alliance the full monthly premium on behalf of the Member for that month on or before 1^{st} day of the month in which coverage terminates.

3.6 **Effective Dates of Coverage and Termination:** Plan Sponsor shall, within ninety (90) days of the date coverage commences and/or terminates for each Member under the applicable Policy, send written notice to Health Alliance of the effective date of each of such events. Health Alliance shall be entitled to rely on such notice as the warranty of Plan Sponsor and its representatives concerning the effective date of commencement and termination of the Member's coverage. Plan Sponsor shall not be entitled to receive a refund of any portion of a premium paid to Health Alliance as a result of Plan Sponsor's failure to accurately notify Health Alliance, in writing, of the effective date of termination of the Eligible Participant's employment or membership.

3.7 **Continuation Coverage Notice to Members:** Upon the occurrence of a qualifying event, as defined in the Consolidated Omnibus Budget Reconciliation Act (COBRA), Public Law 99-272, (29 U.S.C. Section 1161, et seq.) as amended from time-to-time, and as defined in the Illinois Insurance Code (215 ILCS 5/), the Plan Sponsor shall provide to each Member notice of the Member's right to elect continuation coverage pursuant to the provisions of COBRA and/or state continuation. Continuation coverage is subject to timely provision of election notices by the Plan Sponsor to the Member.

3.8 **Notice of Termination of Agreement:** Plan Sponsor shall promptly notify Health

Alliance of the occurrence of any of the following events, which constitute "causes" for termination of this Agreement under Section 8.2:

(i) dissolution of the Plan Sponsor, by operation of law or otherwise;

(ii) Plan Sponsor withdrawing its business, or a portion thereof, from the Service Area and no longer maintaining business activities within the Service Area utilizing full-time active employees.

3.9 **Continuation of Coverage For Non-Renewal of Contract After Termination of Agreement:** Notwithstanding any other provision of this Agreement to the contrary, a Member's right to elect or receive continuation coverage under the terms of this Agreement shall not survive the termination of this Agreement. Continuation coverage for Members who elected such coverage prior to the termination of this Agreement shall terminate upon the effective date of the termination of this Agreement. Plan Sponsor shall provide notice to each Member who has elected continuation coverage under the terms of this Agreement of the effective date of termination and of the Members' rights to elect conversion coverage thereafter pursuant to the provisions of COBRA.

3.10 **Member Non-Liability:** In no event, including but not limited to, nonpayment by Health Alliance under this Agreement, Health Alliance's insolvency, or breach of this Agreement by Health Alliance, shall Plan Sponsor seek any type of payment from, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member, persons acting on the Member's behalf (other than Health Alliance), if any, for services provided pursuant to this Agreement, except for applicable premiums.

3.11 Plan Sponsor shall provide its tax ID number and its total number of employees on the Exhibit B, which is required for Health Alliance to perform its obligations as a Responsible Reporting Entity to the Centers for Medicare and Medicaid Services. Plan Sponsor shall provide employee social security numbers, which is also required for Health Alliance to perform its obligations as a Responsible Reporting Entity to the Centers for Medicare and Medicaid Services.

3.12 Plan Sponsor shall have no obligation with respect to the Policy or with respect to the health and dental care services described therein, except to the extent of its obligation under this Agreement.

Section 4. OBLIGATIONS OF HEALTH ALLIANCE

4.1 **Acceptance for Enrollment:** Health Alliance shall accept for enrollment Plan Sponsor's Eligible Participants as set forth in Exhibit "B" attached hereto.

4.1.1 Electronic data submission**:** In the event Plan Sponsor transmits eligibility and enrollment data to Health Alliance electronically, Health Alliance shall accept such electronic transmission and shall comply with Exhibit "E" Trading Partner Agreement, which by this reference is incorporated herein.

4.2 **Health Care Services Pursuant to Policy:** Commencing with the effective date of this Agreement set forth in Section 8.1, Health Alliance shall arrange for and/or pay for covered health and dental care services described in the Policy issued by Health Alliance to Eligible Participants, and as amended by Health Alliance from time-to-time during the terms of this Agreement. Health Alliance's obligation to arrange for and/or pay for covered health and dental care services under the respective Policy shall also be subject to the limitations, copayments, coinsurance or deductible amounts set forth in Exhibit "A", and eligibility requirements set forth in Exhibit "B."

4.2.1 Health Alliance does not deliver services to Members. Health Alliance has undertaken through its various products to arrange for and/or pay for the coverage of health and dental care services to Members and has entered into agreements with various health care providers for the purpose of providing and delivering health and dental care services to Members entitled to such services under the terms and conditions of the Policy. Among the provisions of these agreements is the reimbursement of the health care providers for the cost of the health and dental care services delivered and provided to Members. Health Alliance and the health care providers are independent contractors with each responsible for the performance of their respective duties under the contracts. The decision to receive or decline any health care service is the sole responsibility of the Member, the Member's legal guardian or the Member's authorized representative.

4.2.2 Health Alliance has provided in its agreements with the providers with whom it contracts "Providers" (referred to as Participating Providers or Preferred Providers) that in the event of Health Alliance's insolvency or other cessation of operations, the Providers will provide Medically Necessary covered services to Members through the period for which a premium has been paid to Health Alliance. Providers will provide Medically Necessary covered services to Members confined in an inpatient facility on the date of insolvency or other cessation of operations until their discharge.

4.2.3 Health Alliance has provided in its agreements with Providers that it will provide the Providers with initial information and adequate notice of change in benefits, copayments, and all operational policies and procedures with which Providers must comply as a condition of participation.

4.3 **Premium Payments:** Premium payments payable each month on behalf of Members for coverage under the respective Policy during the term of this Agreement as specified in Section 8.1, and any adjustments thereto, shall be as set forth in Exhibit "C", which is attached hereto, and by this reference is incorporated herein.

4.4 **Premium Changes:** Except as set forth below, Health Alliance will not increase the premiums for coverage of health and dental care services described in the Policy issued to an Eligible Participant pursuant to their election of coverage hereunder during the term of this Agreement. Health Alliance may, at any time upon the occurrence of one or more of the following events, increase or decrease the premiums for coverage of health and dental care services described in the Policy:

(i) a change due to age as specified in the Exhibit "C"; or

(ii) a change in the number of eligible Dependents as specified in Exhibit "C"; or

(iii) a change in Medicare status.

4.5 **Premium Rate Changes:** Except as set forth below, Health Alliance will not increase the premium rates during the term of this Agreement. Health Alliance may, at any time upon the occurrence of one or more of the following events, increase or decrease the premium rates set forth in Exhibit "C":

(i) the number of Eligible Participants changes by more than 20%; or

(ii) a change in federal or state law that effects the level of health and dental care services Health Alliance is required to provide under the Policy that results or may result in a change in the level of the cost of health and dental care services to Health Alliance; or

(iii) discovery subsequent to the date of this Agreement of information if known to Health Alliance at the time the Agreement was entered into would have materially affected the acceptance of the risk by Health Alliance; or

(iv) a change in the demographic mix.

4.6 **Forms:** Health Alliance shall provide Plan Sponsor with all forms necessary for Plan Sponsor's Eligible Participants to elect coverage for the health and dental care services under the health insurance products identified in Exhibit "A" and to effectuate the other terms of this Agreement.

4.6.1 Health Alliance shall provide HIPAA-compliant certificates of creditable coverage to Members (HIPAA is the Health Insurance Portability and Accountability Act of 1996) and shall provide documentation to Plan Sponsor of such provision.

4.6.2 Pursuant to the ACA SBC Final Rule, Health Alliance shall provide to Plan Sponsor a SBC for each health insurance product issued by Health Alliance offered by the Plan Sponsor to its Eligible Participants. SBC(s) shall be provided to Plan Sponsor at least thirty (30) days prior to the end of the Agreement year. In the event this Agreement is not timely renewed as provided in Section 8.1, SBC shall be provided to Plan Sponsor no later than seven (7) business days after Plan Sponsor's acceptance of Agreement renewal or receipt of written confirmation of intent to renew, whichever is earlier.

Health Alliance shall provide SBC(s) to Plan Sponsor's Eligible Participants that have elected coverage both at renewal of this Agreement and at any applicable enrollment period as provided in Exhibit B.

Section 5. INELIGIBLE PARTICIPANTS

5.1 Persons not eligible to participate in Health Alliance through the Group are:

(i) proprietors, partners, stockholders, directors and their relatives unless they are on the payroll and meet the hours worked and minimum employer contribution requirements;

(ii) employees not included on the employer's payroll for Social Security and Federal Income tax withholding;
(iii) former employees unless covered pursuant to COBRA or state continuation; or Group retiree coverage if applicable
(iv) consultants, lawyers and individuals retained on an advisory basis;
(v) agents and independent contractors;
(vi) temporary or substitute employees; and
(vii) if Dependent coverage is provided, individuals who do not meet the definition of Dependents as specified in the Policy.

5.2 Early retirees may be eligible as set forth in Exhibit "B." The Group must establish reasonable age and service requirements for retirees to be covered.

5.3 Plan Sponsor certifies the accuracy of Eligible Participant data passed to Health Alliance. Any claims incurred by a non-eligible participant are not the responsibility of Health Alliance.

5.4 During the term of this Agreement and for three years following the termination of this Agreement, Health Alliance reserves the right to inspect, evaluate and audit any pertinent contracts, books, documents, papers and records that pertain to eligibility for participation under this Agreement.

Section 6. LEGAL RELATIONSHIP BETWEEN PARTIES

6.1 **Independent Contractors:** Notwithstanding any of the provisions of this Agreement, each party is acting independently of the other in their respective capacities concerning the provisions of this Agreement; and further, this Agreement shall not be construed to mean that either of the parties is acting as the agent, employee or representative of the other, but, in fact, each party recognizes that it is acting in the capacity of an independent contractor concerning the obligations of each pursuant to this Agreement.

6.2 **No Implied Rights or Authority:** Neither Health Alliance or Plan Sponsor now has, or at any time in the future shall have, any express or implied rights or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other, unless such obligation or responsibility is mutually agreed to by the parties and is evidenced by an amendment in writing to this Agreement signed by both parties.

6.3 **ERISA Reporting:** Plan Sponsor shall prepare and file all reports required pursuant to the Employee Retirement Income Security Act of 1974 (29 U.S.C. Sec. 1001, et. seq.) and the United States Internal Revenue Code, as amended from time-to-time. If some or all of the information necessary to enable the Plan Sponsor to comply with the above-referenced requirements is maintained by Health Alliance, it shall provide that information to Plan Sponsor upon request.

Section 7. RIGHTS OF PARTIES AND MEMBERS

7.1 Nothing in this Agreement, whether expressed or implied, is intended to confer

any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subordination or action over or against any party to this Agreement.

7.2 The rights of each Member arise out of, and are subject to, the terms and provisions of the Policy issued to them by Health Alliance and not out of any of the terms or provisions of this Agreement.

7.3 Health Alliance is obligated by federal and state law to protect and keep confidential certain information it receives and/or maintains with respect to Members. Under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the "Privacy Rule" protects all "individually identifiable health information" (protected health information [PHI]) held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. Upon request, Health Alliance shall provide eligibility, enrollment, disenrollment information to Plan Sponsor and summary health information that does not identify an individual, for the purpose of 1) obtaining premium bids from other health plans for providing health insurance; or 2) modifying, amending or terminating the Plan. Additional PHI may be provided to Plan Sponsor or its authorized representative only 1) upon receipt of certification by Plan Sponsor that the Plan Sponsor is in full compliance with the Privacy Rule and that the Plan documents have been amended to incorporate the provisions outlined in the Privacy Rule; or 2) presentation by Plan Sponsor of an authorization signed by the Member or the Member's legal representative, which authorization is in a form acceptable to Health Alliance and which specifies the information to be released.

Section 8. TERM AND TERMINATION OF AGREEMENT

8.1 **Effective Date and Term:** The effective date of this Agreement shall be **2017-01-01** , and the term shall extend to and include 2017-12-31 , unless sooner canceled or terminated as provided for herein. At the end of the first year of this agreement and at the end of each year thereafter, this Agreement shall automatically be renewed for an additional one (1) year term, unless written notice by Plan Sponsor of its intent not to renew the Agreement is given at least ninety (90) days prior to the end of the Agreement year. Exhibits will be renewed each year in a like manner unless notice of any change in the Exhibits by either party is given to the other party at least thirty (30) days prior to the end of the Agreement year. Such amended Exhibits shall be attached hereto and by this reference incorporated herein.

8.2 **Termination for Cause:** This Agreement may be terminated by either party "for cause" by giving the other party thirty (30) days notice in writing of such intention to terminate this Agreement. For the purposes of this Paragraph, "termination for cause" is defined as termination for:

(i) an intentional or willful violation of any of the provisions of this Agreement by a party;

(ii) failure by a party to abide by all applicable state and federal laws and

regulations that pertain to them;

(iii) dissolution of the Plan Sponsor, by operation of law or otherwise;

(iv) Plan Sponsor's current membership level falling below the minimum participation level as specified in Exhibit "C";

(v) Plan Sponsor withdrawing its business, or a portion thereof, from the Service Area and no longer maintaining business activities within the Service Area utilizing full-time active employees.

(vi) nonpayment of premiums, subject to the grace period provisions in accordance with Section 3.4

8.3 **Right to cure**. The Group agrees to continuously maintain the required participation level established in (iv) above and understands that if the required participation level is not maintained, the Group shall have sixty (60) days to cure the minimum participation level violation.

8.4 **Termination Due to Group Size:** This Agreement will terminate on the renewal date following the first day of the plan year in which the employer fails to have at least two (2) participants who are current employees.

Section 9. HEALTH ALLIANCE INSOLVENCY

9.1 Health Alliance has taken the following steps, in addition to the requirements of federal and state law applying to it relating to Member non-liability, to ensure in the event of its insolvency the provision to Members of the covered health and dental care services to which they are entitled under the Policy issued to them by Health Alliance:

9.1.1 Health Alliance has in place and shall maintain at all times during the term of this Agreement the minimum capitalization and deposit requirements required by the provisions of the Illinois Insurance Code (215 ILCS 5/) and the Illinois Department of Insurance, and the federal Health Maintenance Organization Act of 1973 (Public Law 93-222);

9.1.2 Health Alliance has in place and shall maintain at all times during the term of this Agreement a policy of reinsurance covering the cost of claims in excess of the per Member per year amounts presently in force; and

9.1.3 Health Alliance shall timely pay all assessments tendered by the Illinois Health Maintenance Organization Guaranty Association during the term of this Agreement.

Section 10. AMENDMENTS OR ASSIGNMENTS

10.1 **Amendments:** Except as otherwise expressly set forth herein, including without limitations Section 10.1, 12.3 and 16.4, this Agreement shall not be amended, altered, changed or assigned at any time without the express written consent of each of the parties hereto and any such amendments of this Agreement shall be by written amendment signed by each of the parties

and made a part of this Agreement. The foregoing notwithstanding, Health Alliance shall have the right to amend this Agreement upon thirty (30) days notice to Plan Sponsor in order to conform the terms and provisions hereof to applicable state and federal law.

10.2 **Assignments:** The specific duties and obligations of the parties as set forth in this Agreement shall not be assigned or transferred to other persons or entities without the express written consent of both parties hereto, which written consent shall not be unreasonably withheld.

Section 11. NON-DISCRIMINATION

11.1 **Health Alliance:** Health Alliance shall not deny benefits on the basis of age, sex, race, ethnicity, religion, national origin, health status, physical or mental disability.

11.2 **Plan Sponsor:** Plan Sponsor shall not deny benefits on the basis of age, sex, race, ethnicity, religion, national origin, health status, physical or mental disability.

Section 12. APPLICABLE LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.2 For purposes of this Section, "Dispute" means any conflict, disagreement, demand or claim between Plan Sponsor and Health Alliance arising out of or related to the interpretation or application of this Agreement or breach thereof.

12.3 Disputes between the parties not otherwise resolved by other procedures described in this Agreement or informally resolved by the appropriate representatives of the parties within ninety (90) days of the date written notice of the Dispute is given by the complaining party to the other, or within such time as is mutually agreed upon by the parties in writing shall be subject to arbitration in accordance with the provisions hereof.

a. If Plan Sponsor and Health Alliance do not reach a solution within the period of good faith dispute resolution described above, then, upon notice by either party to the other (the "Arbitration Demand"), the dispute shall be finally settled by binding arbitration administered by the American Health Lawyers Association Alternative Dispute Resolution Service ("AHLA Service") in accordance with its Rules of Procedure for Arbitration, except as modified by this provision. In the event the AHLA service is unwilling or unable to administer such arbitration, or if the parties agree then the arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Rules, except as modified by this provision. In connection with any arbitration hereunder, the following rules will apply:
    i. Unless all parties to the arbitration agree otherwise, the arbitration shall be conducted by a single arbitrator who shall be chosen in accordance with the Rules of Procedure for Arbitration of the arbitration service chosen.
    ii. The parties shall be entitled to reasonable discovery in connection with the

arbitration including; (1) exchange of documents relevant to the dispute; (2) depositions, limited to (a) persons directly involved in the subject matter of the dispute employed by or under contract to Plan Sponsor (b) persons directly involved in the subject matter of the dispute employed by or under contract to Health Alliance; and (c) any expert witnesses who will testify on behalf of a party. Ordinarily, depositions shall be limited to a maximum of three persons per side (excluding experts), but the arbitrator may permit additional depositions upon a showing of good cause.

iii. Absent a determination of the existence of extraordinary circumstances by the arbitrator, all discovery shall be completed within 120 days after the delivery of the Arbitration Demand. If all parties to the arbitration agree to mediation after an Arbitration Demand is served, the time expended in mediation shall not be counted towards the above discovery deadline.

iv. Absent a determination of the existence of extraordinary circumstances by the arbitrator, the arbitration proceedings shall be completed no later than 180 days after the delivery of the Arbitration Demand. Any motion permitted by the arbitrator shall be replied to by the other party within 10 days of the filing of the motion and ruled upon by the arbitrator within 20 days following the filing of the motion, whether or not a reply thereto has been filed. An award shall be issued within 30 days after the conclusion of the arbitration hearing.

v. The arbitration shall be held in Urbana, Illinois, or such other location as all parties agree.

vi. The arbitrator shall have authority to grant any remedy or relief that the arbitrator deems just or equitable, including but not limited to, money damages, specific performance, and/or injunctive relief, except that the arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages.

vii. The arbitrator shall award to the prevailing party, if any, as determined by the arbitration, all of its costs and fees. "Costs and fees" mean all reasonable pre-ward expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, attorneys' fees and expert witness fees.

12.4 Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

12.5 An arbitration provision in no way affects a party's ability to file a complaint with the Illinois Department of Insurance in connection with a claim or any other dispute. To contact the Department write to: Illinois Department of Insurance, Office of Consumer Health Insurance, 320 W. Washington Street, Springfield, Illinois 62767.

Section 13. INDEMNIFICATION

13.1 Plan Sponsor agrees to indemnify and hold harmless Health Alliance from any and all liability, loss, damage, claim or expense of any kind, including costs and attorneys' fees, that result from the failure of Plan Sponsor, its agents or employees to perform any of its duties and obligations under this Agreement.

13.2 Health Alliance agrees to indemnify and hold harmless Plan Sponsor from any and all liability, loss, damage, claim or expense of any kind, including costs and attorneys' fees, that result from the failure of Health Alliance, its agents or employees to perform any of its duties and obligations under this Agreement.

Section 14. NOTICES

14.1 Any notice required under the terms of this Agreement shall be sent by United States mail with postage prepaid thereon , addressed as follows:

Cunningham Township
Attn: Benefits Administrator
205 W Green St
Urbana IL 61801

Health Alliance Medical Plans
Attn: Client Support
301 South Vine Street
Urbana, IL 61801-3347
ClientSupport@HealthAlliance.org

Notice sent by United States mail shall be effective upon the earlier of (i) receipt by the party to whom it is addressed or (ii) one (1) day after such notice is sent.

14.2 In the alternative, notice may be hand-delivered to the parties specified above at the address stated and the person delivering such notice shall obtain a written receipt specifying the date, time, place and to whom the notice was hand-delivered.

Section 15. ENTIRE CONTRACT

15.1 This Agreement constitutes the entire contract between Health Alliance and Plan Sponsor with respect to making available to Eligible Participants the option of electing coverage for health and dental care services under the terms and conditions of this Agreement and the health insurance products underwritten and issued by Health Alliance. This Agreement supersedes any and all previous agreements, whether verbal or written, between the parties relating thereto. This Agreement may be changed, modified or amended only by a written agreement executed by Health Alliance and Plan Sponsor.

Section 16. MISCELLANEOUS

16.1 **Severability and Supervening Laws:** The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect any other provision hereof which shall remain in full force and effect. Except that the parties recognize that this Agreement at all times is to be subject to applicable state, local and federal law. The parties further recognize that

this Agreement shall be subject to amendment in such laws and regulations and to new legislation. Any provisions of the law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, provided however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. In the event the parties are unable to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the amended requirements of law, then this event shall be an additional "cause" for termination under Section 8.2.

16.2 **References and Section Headings:** Any reference to the singular shall include reference to the plural, and vice versa. The headings of the various sections of this Agreement are not a part hereof, and are inserted merely for convenience in locating different provisions and shall be ignored in construing this Agreement. Any reference herein to a "Section" shall be interpreted as relating to the identified section of this Agreement unless otherwise stated.

16.3 **Authority:** Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized in accordance with all applicable laws and regulations and all necessary corporate action has been taken, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

16.4 **Survival:** It is the express intention and agreement of the parties hereto that Sections 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 13, 16.1, 16.6, 16.7 and Exhibit E shall survive the termination of this Agreement for any reason.

16.5 **Other Contracts:** The parties to this Agreement agree to execute, acknowledge, deliver, file and record any and all other notes, contracts or documents reasonably necessary for the execution and performance of the terms, conditions, and intent of this Agreement or to comply with the requirements of any regulator or judicial authority, upon the approval of their respective legal representatives.

16.6 **Attorneys' Fees:** In the event of any litigation by any party to enforce or defend its rights under this Agreement, including but not limited to, arbitration of disputes as provided for in Section 12 , the prevailing party, in addition to all other relief, shall be entitled its costs and to reasonable attorneys' fees.

16.7 **Compliance With Applicable Laws:** Each of the parties hereto shall abide by all applicable state and federal laws and regulations that pertain to them.

16.8 **Counterparts:** This Agreement may be executed in separate counterparts, each of which when so executed shall be an original; but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement and all Exhibits incorporated herein on the date and year appearing under the signatory lines.

Health Alliance Medical Plans, Inc.

By: Sara Perry

Its: Vice President of Sales and Retention

Date: **2017-01-01**

Cunningham Township

By: _____

Its: _____

Date: _____

EXHIBIT A

Health Alliance [{HMO} {PPO} {POS} {Plus} {CCP} {and Medicare Supplement}] Policy(s), Description of Coverage Worksheet(s), Amendments and Riders

The Exhibit A documents can be found on http://healthalliance.org under your Employer Portal, click on the employee detail button. There will be materials for each plan selected. You may request a printed copy of the Exhibit A documents.

Approved by:

Health Alliance Medical Plans, Inc.

By: Sara Perry

Its: Vice President of Sales and Retention

Date: **2017-01-01**

Cunningham Township

By: _____

Its: _____

Date: _____

EXHIBIT D

Summary of Benefits and Coverage

The Exhibit D or Summary of Benefits and Coverage (SBC) can be found on http://healthalliance.org under your Employer Portal, click on the employee detail button. There will be a SBC for each plan selected. You may request a printed copy of the Exhibit D documents.

EXHIBIT E

HIPAA 834 Electronic Benefit Enrollment and Maintenance
Trading Partner Agreement

In the event Plan Sponsor transmits eligibility and enrollment data electronically to Health Alliance, Plan Sponsor ("Trading Partner") and Health Alliance agree to the terms of this Exhibit E Trading Partner Agreement ("Exhibit E"), which by this reference shall be incorporated into and made a part of the Group Enrollment Agreement ("Agreement"). Trading Partner and Health Alliance are hereafter referred to individually as a "Party" and collectively as the "Parties."

Exhibit E authorizes the Parties to electronically exchange Data, including Protected Health Information, through a public or private telecommunications network using language and code sets required by 45 CFR § 160 et seq., solely for the purposes set forth herein, in accordance with the terms "Standard" and "Transactions" as defined at 45 CFR § 160.103 (hereinafter aggregated and referred to as "Standard Transactions"), the privacy standards described and referenced herein, and requirements for non-standard transactions (if applicable). Any Data, Proprietary Data or Protected Health Information exchanged under this Exhibit E is to be used and exchanged solely as authorized by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is further subject to the terms and conditions set forth in this Exhibit E.

1. DEFINITIONS

1.1 Data. Any information provided and/or made available by either of the Parties to the other, including, but not limited to, enrollment and eligibility data, claims data, referral and authorization, premium payment and Protected Health Information.

1.2 Data Transmission. Automated transfer or exchange of Data, pursuant to the terms and conditions of this Exhibit E, between Health Alliance and Trading Partner by means of their respective Operating Systems.

1.3 File. A control structure in a format mutually agreeable to Trading Partner and Health Alliance for the electronic interchange of one or more encoded Data Transmissions between Trading Partner and Health Alliance.

1.4 HHS. The United States Department of Health and Human Services.

1.5 Individual. The person who is the subject of the Data, as defined by 45 CFR § 164.501.

1.6 Operating System. The equipment, software and trained personnel necessary for a successful Data Transmission.

1.7 Proprietary Data. That information used in Health Alliance's business or business practices to which Trading Partner would not otherwise have access but for its contractual

relationship with Health Alliance, including but not limited to information systems technologies and practices, and operational processes.

1.8 Protected Health Information. Protected Health Information means all individually identifiable health information transmitted or maintained by or for Health Alliance, regardless of form.

2. OBLIGATIONS OF THE PARTIES

2.1 EDI Data Transmission Accuracy. The Parties will take reasonable steps to ensure that the electronic data interchanges of Data Transmissions are timely, complete, accurate and secure. Each Party will take reasonable precautions in accordance with Section 7 of this Exhibit E to prevent unauthorized access to the other Party's Operating System, Data Transmission or the contents of a File either to or from either Party.

2.2 Data Transmissions and Data Elements. The Parties shall mutually agree upon the method of Data Transmissions. Health Alliance's preferred method of transmission is File Transfer Protocol (FTP) with PGP encryption. Each Party agrees to conform each transaction submitted in the Data Transmission to the current HIPAA implementation guide, specific to each transaction and Health Alliance's companion document, if applicable (See Exhibit A HIPAA 834 Electronic Eligibility). The companion document will include situational data elements necessary for the successful processing or transmission of each transaction.

2.3 Notices Regarding Situational Data Elements. Parties shall provide the other Party with at least ninety (90) days prior notice of implementation of any changes. The companion document shall be amended to include the mutually agreed upon changes by the Parties.

2.4 Testing. Each Party will test and cooperate with the other Party in testing each Party's Operating System to ensure the accuracy, timeliness and completeness and confidentiality of each Data Transmission.

2.5 Retransmission of Lost or Indecipherable Transmissions. A Party will retransmit the original transmission within two (2) business days of its discovery that a Data Transmission is lost or indecipherable transmission.

2.6 Fees. Each Party will be responsible for all costs, charges or fees it may incur by transmitting electronic transactions to or receiving transactions from, the other Party. This includes the training of personnel necessary to engage in the successful exchange of electronic data and funds.

3. TRADING PARTNER OBLIGATIONS

3.1 Trading Partner is solely responsible to ensure that the Data it provides Health Alliance is complete, accurate and secure.

3.2 ID and Password. Trading Partner agrees to protect Health Alliance's ID(s) and password(s) from compromise, release or discovery by any unauthorized person, and shall not disclose ID(s) and password(s) to any third party in any manner. If a breach of this provision occurs, Trading Partner must notify Health Alliance immediately. Trading Partner acknowledges and agrees that only Trading Partner personnel it designates shall be permitted to use the ID(s) and password(s).

3.3 Authorization to Use Data. Trading Partner's use of Health Alliance's Operating System or process under this Exhibit E constitutes authorization and direction to Health Alliance to use Protected Health Information or other Data to adjudicate and process HIPAA transactions Health Alliance receives from Trading Partner. Trading Partner may access, receive and transmit only that Data in such format as described in the implementation guide and companion document, if applicable.

3.4 Trading Partner agrees not to copy, disclose, publish, distribute or alter or use any Data, Data Transmissions or File for any purpose other than stated in this Exhibit E or authorized by Health Alliance.

3.5 Trading Partner agrees not to obtain access by a means to Data, Data Transmission, File or Health Alliance's Operating System for any purpose other than as Health Alliance has specifically granted Trading Partner access under this Exhibit E. In the event that Trading Partner receives Data or Data Transmissions not intended for Trading Partner, Trading Partner will immediately notify Health Alliance.

4. HEALTH ALLIANCE OBLIGATIONS

4.1 Health Alliance will take reasonable steps to ensure that the Data it provides Trading Partner is complete, accurate and secure.

4.2 ID(s) and Password(s). Health Alliance will assign ID(s) and password(s) to Trading Partner to allow Trading Partner to authenticate its identity and transmit data electronically. Health Alliance shall retain title to all ID(s) and password(s), and reserves the right to change any ID or password at any time, for any reason, or if required to do so by law, regulation or court order.

4.3 Health Alliance will make available to Trading Partner, via electronic means, Data and Data Transmissions for which this Agreement grants Trading Partner access or authorization, or as provided by law.

5. INDEMNIFICATION

5.1 The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit E or of any warranty hereunder or from any

negligence or wrongful acts or omissions, including failure to perform its obligations under the Transaction and Code Set Rule and Privacy Rule, by the Indemnifying Party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the Indemnifying Party shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Indemnifying Party's breach hereunder. The Parties' obligation to indemnify any Indemnified Party shall survive the expiration or termination of the Group Enrollment Agreement for any reason.

6. PRIVACY/SECURITY AND UNAUTHORIZED DISCLOSURES

6.1 The Parties will fully comply with all applicable Privacy Rules and other applicable federal and state laws respecting the privacy of health information, and hereby agree to amend this Exhibit E to the extent necessary to allow Health Alliance to comply with the Privacy Rules.

6.2 The Parties shall comply with the final version of the Security Standard promulgated by HHS. On or before the required compliance date of the final security standard, the Parties will adopt any necessary modifications to their practices for maintaining Protected Health Information or transmitting Protected Health Information electronically, and shall provide any written assurances required under the final Security Standard to prevent unauthorized access to Data. If an unauthorized disclosure of Protected Health Information, or the discovery of unauthorized access to and/or tampering with the Data or Health Alliance's Proprietary Data is discovered, the disclosing Party will immediately report to the other Party, using the most expeditious medium available, no later than twenty-four (24) hours after such discovery/disclosure is made, the following information: (i) the nature of the disclosure, (ii) Protected Health Information used or disclosed, (iii) the individual(s) who made and received the disclosure, (iv) any corrective action taken to prevent further disclosure(s) and mitigate the effect of the current disclosure(s), and (v) any such other information reasonably requested by the non-disclosing Party. The Parties will cooperate in the event of any litigation concerning unauthorized use, transfer or disclosure of such Data.

7. COMPLIANCE WITH STANDARD TRANSACTIONS

7.1 When required, the Parties shall comply with each applicable regulation when performing "Standard Transactions." The Parties will not enter into any Trading Partner Agreement related to this Exhibit E that changes any definition, data condition or use of a data element or segment, nor adds any data elements or segments to the maximum defined data set as proscribed in the HHS Transaction Standard Regulation, and as further proscribed by Health Alliance. (See 45 CFR § 162.915(b)). The Parties further agree that they will neither use any code or data elements marked "not used" or which are not found in the HHS Transaction Standard's implementation specifications, nor change the meaning or intent of any of the HHS Transaction Standard implementation specifications. (See 45 CFR § 162.915(c)(d)).

8. MISCELLANEOUS

8.1 Record Retention and Audit. The Parties shall maintain, in accordance with their document retention policies and applicable law and regulation, and for a minimum of six (6) years, true and correct copies of any source documents from which they reproduce Data. Health Alliance reserves the right to audit those records and security methods of Trading Partner necessary to ensure compliance with this Exhibit E or to ensure that adequate security precautions have been made to prevent unauthorized disclosure of any Data.

8.2 Regulatory References. A reference in this Exhibit E to a section in the Transaction and Code Set Rules and Privacy Rules means the section as in effect or amended.

8.3 Amendment. The Parties agree to amend this Exhibit E from time to time as is necessary for the Parties to comply with the requirements of the Transaction and Code Set and Privacy Rules of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

8.4 Interpretation. Any ambiguity in this Exhibit E shall be resolved in favor of a meaning that permits Health Alliance to comply with the Privacy Rules.

Health Alliance

ILLINOIS GROUP SIZE 1 to 50 EXHIBIT B

Employer Federal Tax ID Number (TIN):	37-6000533
Group Number:	
Group Name:	Cunningham Township
Group Contact:	Michelle L. Mayol
Email Address:	michelle.township@gmail.com
Address:	205 W. GREEN ST
City:	Urbana State: IL Zip Code: 61801
Phone Number:	217-384-4144 Fax Number: 217-367-7063

SECTION 1: EXHIBIT B FOR GROUP SIZE 1–50

1. Plan year effective date: From: 01-01-2017 To: ~~01-01-2018~~ 12-31-2017

2. Contract renewal date, if different than plan year: From: To: ☒ same as plan year

3. Benefit year type:
   - ☒ Annual (January 1 to December 31, regardless of contract renewal/or plan year month)
   - ☐ Contract (12 months starting with the contract year effective date)

4. Enrollment options.

Open Enrollment:
Open enrollment for employees will begin one month before the contract renewal date through the end of that month. The employee's effective date would be the date of the group's contract renewal.

Dual Choice: ☐ Yes or ☒ No
Yes; Group shall conduct a dual choice period each year the Agreement is in effect, during which time all eligible employees and/or family Dependents who are currently enrolled as a Member in one of the Health Alliance Plans may switch to the other Health Alliance Plan.

Annual Election:
Not applicable for group size 1 to 50. Health Alliance does not underwrite for small groups with more than one carrier.

5. Total number of employees including full-time, part-time, seasonal, owners, etc.? 8 FULL-TIME + 9 PART-TIME

6. Number of employees eligible for coverage? 8

7. How many hours per week must the employee work in order to be eligible for coverage? 34
Please note: The ACA definition of full time = an average of 30 hours or more per week.

8. When are new hires eligible for coverage? You may not have a waiting period that exceeds 90 days.
Choose one eligibility option:
   - ☐ Employees are eligible for coverage the first of the month following 30 days.
   - ☐ Employees are eligible for coverage the first of the month following 60 days.
   - ☒ Date of Hire.

Choose one termination option:
   - ☒ The employee coverage terminates the end of the month the employee leaves employment.
   - ☐ The employee coverage terminates the date the employee leaves employment.

9. Is retiree coverage offered (age 65 and older)? ☐ Yes ☒ No
To be eligible at retirement, retirees must receive at least a 25% contribution from their former group toward the cost of a single premium rate **or** the retiree must be "Primary Medicare Eligible" (not applicable to IMRF participants).

Do you have employees eligible for IMRF benefits? ☒ Yes ☐ No

Are early retirees (prior to age 65) offered coverage? ☐ Yes ☒ No
If Yes, at what age? Years of service?
Other?

Medicare Part D Creditable vs Non-Creditable. Do you want Health Alliance to send the notices? ☒ Yes ☐ No

10. What is the employer's percentage of contribution toward the employees premium? 100% Single Coverage
(a minimum of 50% is required) % or Other: 40% family Coverage

11. *Please note:* Civil Unions and Legally Married Spouses are eligible in Illinois regardless of Domestic Partner Coverage.
Would you like to offer Domestic Partner Coverage? ☐ Yes ☒ No
Domestic Partner is defined as:
- They are over age 18
- They must share a common permanent residence with the employee
- The employee and their domestic partner agree to be jointly responsible for each other's basic living expenses during the domestic partnership
- Neither the employee or their domestic partner is legally married, legally separated or a member of another domestic partnership
- Both the employee and domestic partner are capable of consenting to the domestic partnership
- The employee and the domestic partner are not related by blood closer than permitted by state law for marriage.

12. Do you have a Health Savings Account (HSA)? ☐ Yes ☒ No
Do you have a Health Reimbursement Account (HRA)? ☐ Yes ☒ No

13. A rehired employee who is eligible for coverage is treated as a new hire.

14. Eligible transfers are effective the first of the month following the date of transfer.

SECTION 2: HEALTH ALLIANCE MEDICAL PLANS STANDARDS FOR ELIGIBILITY AND ENROLLMENT

A. **Applications:** Must be submitted within 31 days from the eligibility date or a special enrollment period.

B. **Effective Date of Dependent Coverage Termination:** Coverage may continue through the last day of the month the dependent turns age 26. For former military personnel, coverage may continue through age 30 with proof of honorable discharge. Dependents with an apparent handicapped condition that does not allow him or her to stay employed and is totally dependent on his or her parents or other caregivers for lifetime care and supervision may stay on the plan after age 26. Physician documentation may be required.

C. **Late Entrant:** Not applicable.

D. **Effective Date of Employee Coverage Termination:** The group shall not be entitled to receive a refund of any portion of a premium paid to Health Alliance as a result of the Group's failure to accurately notify Health Alliance in writing within 31 days of the employee's effective date of termination. Premiums for the month of termination are payable according to the 15th of the month rule. See "Remittance of Premiums," Section 3.6 of the Group Enrollment Agreement.

E. **Job Status Change:** Non-benefit eligible to benefit eligible will be treated as a new hire.

F. **Leave of Absence Policy:** Health Alliance will allow employees on leaves of absence longer than six months to remain on the Plan if the Group resumes monthly contributions for these employees that meet or exceed the "Minimum Group Contribution" after the initial six month period. Employees on leaves of absence (medical, disability, education or personal leave) authorized by the Group will be allowed to pay 100% of their own premium for a maximum of six months. There must be a documented bona fide reason to believe that the employee will return to work upon conclusion of the leave of absence.

G. **Return from Leave of Absence Policy:** Coverage is effective immediately upon return from leave of absence.

H. **Layoff Policy:** Health Alliance will allow employees on temporary layoffs longer than six months to remain on the Plan if the Group resumes monthly contributions for these employees that meet or exceed the "Minimum Group Contribution" after the initial six month period. Employees on temporary layoff authorized by the Group will be allowed to pay 100% of their own premium for a maximum of six months.

I. **Return from Layoff Policy:** Coverage is effective immediately upon return from layoff.

J. **Medicare-Eligible Policy:** This policy applies to certain active employees age 65 and older, retirees age 65 and older and disabled persons eligible for Medicare primary coverage. If a "Medicare-Eligible" Member does not elect Part B coverage when they are first eligible then Health Alliance shall determine payment as if the Member had elected Part B coverage. This is required for groups.

K. **Rehire Policy:** Treat as a new hire.

L. **Open Enrollment:** Open Enrollment for Employees should begin one month before the contract renewal date through the end of that month. The employee's effective date would be the date of the group's contract renewal.

M. **Transfer Policy:** Coverage is effective the first of the month following the date of transfer.

N. **Continuation Coverage:** For those plans eligible for COBRA (20 or more employees), please note that dependents may not be qualified beneficiaries if they don't meet the IRS rules or guidelines as a tax dependent.

Dependents that are eligible for this plan can be qualified beneficiaries for state continuation, spousal continuation and dependent continuation.

SECTION 3: AGREEMENT

Approved by:

Name of Company: Cunningham Township

By: Michelle L. Mayl

Its: Township Supervisor

Date: 11-22-2016

Health Alliance Medical Plans, Inc.

By: Sara Perry

Its: Vice President, Sales and Retention

Date: 1/1/2017

☐ By clicking this checkbox, you acknowledge that you are authorized to sign for _____, understand that an electronic signature is taking place, and hereby Electronically Acknowledge Execution of this Exhibit on the date so acknowledged and such Acknowledgement shall be treated as a valid signature for all purposes of the Agreement.

Name of Company _____

From Reba.Griffith@healthalliance.org
To Michelle Mayol <michelle.township@gmail.com>
Date 2 May 2017 11:04
Expires in 60 days

RE: FW: [EXT] Re: Reminder: B05709 Cunningham Township - Health Alliance Post Implementation Packet

B05709 Cunningham Township Exhibit C.pdf (125.52 KB)

Hi Michelle,

Stacy apologies that she was not able to find your email of April 11, 2017 but did provide the information below.

Per Compliance:

I agree there is nothing requiring the employer to share an employee's social security number with the health plan and agree that link is geared to Large Group reporting.

While they are not required to provide we encourage them to ensure their employees are providing(on the application or otherwise) as it is important for tax documents etc

It is ultimately the member's responsibility to ensure we have this and have it correct for the IRS reporting and 1095-B forms.

You may find this GFAQ helpful, but it is geared to the person, not the employer.

https://www.irs.gov/affordable-care-act/questions-and-answers-about-reporting-social-security-numbers-to-your-health-insurance-company

Again the social security number in NOT REQUIRED only important for tax documents. So signing these documents are not requiring anyone to submit social security numbers.

Any modification of the GEA must go through approval from the Department of Insurance, (DOI), which is not something that would happen immediately. Also to note that the GEA has been approved by the DOI originally.

The GEA is a standard contact that all our groups sign off on. Please let me know if you still have reservations signing the GEA. Stacy or Mimi Jones, your client consultant call you to discuss.

Also, would you be able to sign the attached Exhibit C which are the rates that were agreed upon for your group.

Thank you and have a great day!

Reba

I have not been able to get with Mr. Grosser as he has been in court and is out of town today. I am hoping that he can review everything, including the information Stacy Reveal supplied, tomorrow and I can get the documents signed and back to you. I will check in with him first thing tomorrow morning. I appreciate your patience.

Thank you,

Michelle

On Thu, Jan 12, 2017 at 9:53 AM, Reba Griffith via DocuSign <dse@docusign.net> wrote:

Health Alliance

Reba Griffith sent you a document to review and sign

REVIEW DOCUMENTS

Reba Griffith

reba.griffith@healthalliance.org

Our online HealthAlliance.org employer portal and member portals have been updated to allow members or designated employer group contacts to pull temporary ID card PDFs.

Instructions:
1. Plan Policy (Exhibit A) and SBC (Exhibit D)
This is easy. Your plan policy and any required amendments and riders are located on healthalliance.org. Just log in and review these under Plan Benefits (Exhibit A) and Summary of Benefits and Coverage (SBC) (Exhibit D).

2. Eligibility Guidelines (Exhibit B)
Please review your group's enrollment rules and sign. If you've already signed the Exhibit B, we've included a countersigned copy for your review.

3. Rate Sheet (Exhibit C) and Group Enrollment Agreement (GEA)
Please review and sign the rate sheet and the Group Enrollment Agreement. If you've already signed the Exhibit C, this has been countersigned and attached for your review.

The Group Enrollment Agreement (GEA), Exhibit B (Eligibility) and Exhibit C (Rates) are your contract with Health Alliance. These documents should be reviewed and signed within 7 days.

You'll receive an email with a copy of all of these documents for your records after you've signed.

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