# **SMALL GROUP PLANS**

# A health plan New Mexicans can count on.

# New for 2023

### Silver 8 and Silver 9 Engage Plans offer TytoHome™

This year, Presbyterian Health Plan is offering a TytoHome Medical Exam kit (valued at \$299) with three plans: Silver 8 HMO, Silver 8 PPO, and Silver 9 Engage. This device allows you to go beyond video visits and provides clinical-level, real-time remote exam data to deliver top-quality diagnoses and treatment with maximum convenience.

#### TytoHome comes with:

- **▼** Exam camera and thermometer
- ✓ Stethoscope adaptor for heart, lung and abdominal sounds
- ✓ Tongue depressor for throat images
- **☑** Otoscope adaptor for ear exams



# Other Small Group Benefits



#### **\$0 Telehealth Services**

Any telehealth service (TytoHome, video, telephone or online visit) with a network provider is \$0 for most plans, including primary care, specialist, urgent care or behavioral health visits. To learn more, visit www.phsgetcare.org.



#### Plan Options with Engage Network

Featured in the Platinum 3, Gold 1, Gold 5, Silver 5, Silver 6, Silver 7 and Silver 9 plans, this high-value subset of our HMO network providers leverages the integrated relationship between our health plan and Presbyterian Medical Group and offers options for primary care, specialists, ancillary services such as laboratory and radiology and facility-based services. Our Engage plans are designed for New Mexico employer groups in these counties: Bernalillo, Sandoval, Santa Fe, Valencia and Torrance. The Engage Network is a smaller network so we recommend you review the list of providers before selecting an Engage plan by visiting www.phs.org/engagesmallgroup.

To receive a full schedule of benefits, limitations or exclusions, contact your health insurance broker or call us directly at (505) 923-5807.





Health Plan, Inc.

# 2023 Small Group HMO Overview - All plans are offered on and off-exchange.

Bronze 1 is not Medicare Part D creditable

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HMO Benefits	Platinum 1	Platinum 2	Gold 2	Gold 3	HDHP Gold 4*	HDHP Silver 1*	Silver 3	Silver 4	Silver 8 with TytoHome	Bronze 1
A <b>deductible</b> is the amount you pay before the plan pays for benefits with coinsurance (%). The family deductible is 2x the individual deductible.	\$500	\$0	\$750	\$3,500	\$3,200	\$3,200	\$2,500	\$4,000	\$4,000	\$9,100
What do I pay for covered benefits?		Benefits with a copayr - Benefits with a coinsu							deductible and/or coins	urance
Preventive Care	You pay \$0. Pla	an pays 100% for clinical	preventive healt	th services such a	as physical exam, colo	noscopy and routine	e immunizations.			
Primary Care Provider Visit	\$10	\$10	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50, \$0 TytoHome	\$40
Urgent Care	\$10	\$10	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50, \$0 TytoHome	\$40
Telehealth/Video Visit	\$0	\$0	\$0	\$0	No Charge After Deductible	No Charge After Deductible	\$0	\$0	\$0	\$0
Specialist Visit	\$30	\$25	\$90	\$90	No Charge After Deductible	20%	\$90	\$90	\$100, \$0 TytoHome	No Charge After Deductible
Mental Health	\$0	\$0	\$0	\$0	No Charge After Deductible	No Charge After Deductible	\$0	\$0	\$0	\$0
Lab	\$0	\$0	\$0	\$0	No Charge After Deductible	20%	\$50	\$50	\$50	No Charge After Deductible
X-Ray	\$0	\$0	\$0	\$0	No Charge After Deductible	20%	\$100	\$100	\$100	No Charge After Deductible
Imaging CT/PET/MRI	\$250	\$100	\$500	\$750	No Charge After Deductible	20%	\$750	\$500	\$500	No Charge After Deductible
Emergency Room Plans with copay (\$) all services are included	\$250	\$100	\$500	\$500	No Charge After Deductible	20%	\$1,000	\$1,000	\$1,000	No Charge After Deductible
Ambulance Ground or Air	20% air \$100 ground	20% air \$100 ground	20% air \$250 ground	20% air \$250 ground	No Charge After Deductible	20%	30% air \$250 ground	30% air \$250 ground	20% air \$250 ground	No Charge After Deductible
Hospital Inpatient or Outpatient	20%	\$250 per day, up to a max of \$750/\$200	20%	20%	No Charge After Deductible	20%	30%	30%	20%	50% Not Subject to Deductible
Chiropractic and Acupuncture Limited to 20 visits each	\$10	\$10	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50	\$40
Rehabilitation Therapy Physical, Occupational and Speech	\$10	\$10	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50	\$40
Prescription Drugs per 30-day supply										
Tier 1: Preferred Generic	\$0	\$0	\$0	\$0	No Charge After Deductible	No Charge After Deductible	\$0	\$0	\$0	\$0
Tier 2: Non-Preferred Generic	\$10	\$5	\$15	\$20	No Charge After Deductible	20%	\$25	\$25	\$25	\$25
Tier 3: Preferred Brand	\$20	\$10	\$75	\$75	No Charge After Deductible	20%	\$130	\$130	\$130	No Charge After Deductible
Tier 4: Non-Preferred Brand	\$75	\$50	\$150	\$150	No Charge After Deductible	20%	\$150	\$150	\$150	No Charge After Deductible
Tier 5: Specialty Pharmaceuticals	20%	\$250	20%	20%	No Charge After Deductible	20%	30%	30%	20%	No Charge After Deductible
Out-of-Pocket Maximum includes the deductible, cop	payments, coinsu	rance and prescription o	rug costs that y	ou pay						
The family out-of-pocket maximum is 2x the individual out-of-pocket maximum.	\$3,200	\$3,000	\$9,100	\$5,500	\$3,200	\$7,000	\$9,100	\$9,100	\$9,100	\$9,100
Wellness and Other Services										
Fitness Center Membership	You and your	enrolled dependents (ag	jes 18 and up) wi	Il have free acce	ss to more than 10,000	participating fitnes	s centers.			
Vision	Presbyterian H	lealth Plan is pleased to	provide you with	n vision coverage	options for your entir	e family. See flyer fo	r details. (Administe	ered by Davis Vision	.)	
Dental		nered with DentalSource fe Insurance Company)	Dental Plan, Inc	. to offer dental (	coverage for you and y	our family. See the	dental flyer for deta	ils. (Underwritten ar	nd administered by	
The benefit information provided is a brief summary	,	1 3.	onofite limitati	one and/or ovel	usions For more info	rmation contact th	ne plan at 1-800-31	56-2210 or refer to	the Subscriber Agreem	ont

The benefit information provided is a brief summary, not a comprehensive description of benefits, limitations and/or exclusions. For more information, contact the plan at 1-800-356-2219 or refer to the Subscriber Agreement and/or Summary of Benefits Coverage, which can be found online at www.phs.org/formsanddocuments.

Medicare Part D creditable plans indicate the prescription drug coverage offered by the employer is at least as good as the Medicare drug benefit. The beneficiary may stay in that plan and choose not to enroll in the Medicare Drug Plan without risk of financial penalty.

<sup>\*</sup> High Deductible Health Plans (HDHP) - Qualified high deductible health plans can be used with a member-owned, portable Health Savings Account (HSA). Through our partnership with HealthEquity, you can conveniently open an HSA to pay for your insurance deductible and qualified out-of-pocket medical expenses tax-free. To learn more, visit www.healthequity.com or call 1-866-346-5800.



Insurance Company, Inc.

# 2023 Small Group PPO Overview - All plans are offered on and off-exchange.

Bronze 1 is not Medicare Part D creditable

PPO Benefits	Platinum 1	Platinum 2	Gold 1	Gold 2	Gold 3	HDHP Gold 4*	HDHP Silver 1*	Silver 3	Silver 4	Silver 8 with TytoHome	Bronze 1
A <b>deductible</b> is the amount you pay before the plan pays for benefits with coinsurance (%). The family deductible is 2x individual deductible. (in/out-of-network)	\$500/\$1,000	\$0/\$500	\$1,200/\$2,400	\$750/\$1,500	\$3,500/\$7,000	\$3,200/\$6,400	\$3,200/\$6,400	\$2,500/\$5,000	\$4,000/\$8,000	\$4,000/\$8,000	\$9,100/\$18.200
Coinsurance (in/out-of-network)	20% / 50%	20% / 50%	20% / 50%	20%/50%	20%/50%	0%/0%	20% / 50%	30% / 50%	30% / 50%	20% / 50%	0% / 0%
What do I pay for covered benefits?	Copayment-Ben Coinsurance-Ber	Copayment-Benefits with a copayment (\$) are not subject to deductible. Copayment covers office visit ONLY. All other services are subject to deductible and/or coinsurance.  Coinsurance-Benefits with a coinsurance (%) are subject to deductible first, and then you pay the applicable coinsurance (%) amount.									
		The following benefits are what you pay (in-network only).									
Preventive Care			You pay \$0	. Plan pays 100% fo	r Clinical Preventive	Health Services such	as physical exam, col	onoscopy, and routi	ne immunizations.		
Primary Care Provider Visit	\$10	\$10	\$30	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50, \$0 TytoHome	\$40
Urgent Care	\$10	\$10	\$30	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50, \$0 TytoHome	\$40
Telehealth/Video Visit	\$0	\$0	\$0	\$0	\$0	No Charge After Deductible	No Charge After Deductible	\$0	\$0	\$0	\$0
Specialist Visit	\$30	\$25	\$90	\$90	\$90	No Charge After Deductible	20%	\$90	\$90	\$100, \$0 TytoHome	No Charge After Deductible
Mental Health	\$0	\$0	\$0	\$0	\$0	No Charge After Deductible	No Charge After Deductible	\$0	\$0	\$0	\$0
Lab	\$0	\$0	\$0	\$0	\$0	No Charge After Deductible	20%	\$50	\$50	\$50	No Charge After Deductible
X-Ray	\$0	\$0	\$0	\$0	\$0	No Charge After Deductible	20%	\$110	\$110	\$100	No Charge After Deductible
Imaging CT/PET/MRI	\$250	\$100	\$500	\$500	\$750	No Charge After Deductible	20%	\$750	\$500	\$500	No Charge After Deductible
Emergency Room Plans with copay (\$) all services are included	\$250	\$100	\$500	\$500	\$500	No Charge After Deductible	20%	\$1,000	\$1,000	\$1,000	No Charge After Deductible
Ambulance (air)	20%	20%	20%	20%	20%	No Charge After Deductible	20%	30%	30%	20%	No Charge After Deductible
Ambulance (ground)	\$100	\$100	\$250	\$250	\$250	No Charge After Deductible	20%	\$250	\$250	\$250	No Charge After Deductible
Hospital Inpatient and Outpatient	20%	\$250 per day, \$750 max/\$200	20%	20%	20%	No Charge After Deductible	20%	30%	30%	20%	50% Not Subject to Deductible/0%
Chiropractic and Acupuncture Limited to 20 visits each	\$10	\$10	\$30	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50	\$40
Rehabilitation Therapy Physical, Occupational and Speech	\$10	\$10	\$30	\$40	\$30	No Charge After Deductible	20%	\$40	\$30	\$50	\$40
Prescription Drugs per 30-day supply						No Charge	No Charge				
Tier 1: Preferred Generic	\$0	\$0	\$0	\$0	\$0	After Deductible	After Deductible	\$0	\$0	\$0	\$0
Tier 2: Non-Preferred Generic	\$10	\$5	\$20	\$15	\$20	No Charge After Deductible	20%	\$25	\$25	\$25	\$25
Tier 3: Preferred Brand	\$20	\$10	\$50	\$75	\$75	No Charge After Deductible	20%	\$130	\$130	\$130	No Charge After Deductible
Tier 4: Non-Preferred Brand	\$75	\$50	\$125	\$150	\$150	No Charge After Deductible	20%	\$150	\$150	\$150	No Charge After Deductible
Tier 5: Specialty Pharmaceuticals	20%	\$250	20%	20%	20%	No Charge After Deductible	20%	30%	30%	20%	No Charge After Deductible
Out-of-Pocket Maximum includes the deductible, copaym	nents, coinsurance, a	and prescription dru	g costs that you pay	. (in/out-of-network)							
The family out-of-pocket maximum is 2x the individual out-of-pocket maximum. (in/out-of-network)	\$3,200/\$6,400	\$3,000 / \$6,000	\$9,100/\$18,200	\$9,100/\$18,200	\$5,500/\$11,000	\$3,200/\$6,400	\$7,000 / \$14,000	\$9,100/\$18,200	\$9,100/\$18,200	\$9,100/\$18,200	\$9,100/\$18,200
Other Services			40		40.000						
Fitness Center Membership	· · · · · · · · · · · · · · · · · · ·					rticipating fitness cen		Davia Visia - \			
Vision	-						ils. (Administered by lver for details. (Unde		tered by		
Dental			We have partnered with DentalSource Dental Plan, Inc. to offer dental coverage for you and your family. See the dental flyer for details. (Underwritten and administered by Companion Life Insurance Company)								

The benefit information provided is a brief summary, not a comprehensive description of benefits, limitations and/or exclusions. For more information, contact the plan at 1-800-356-2219 or refer to the Subscriber Agreement and/or Summary of Benefits Coverage, which can be found online at www.phs.org/formsanddocuments. .

Medicare Part D creditable plans indicate the prescription drug coverage offered by the employer is at least as good as the Medicare Drug Plan without risk of financial penalty.

<sup>\*</sup> High Deductible Health Plans (HDHP) - Qualified high deductible health plans can be used with a member-owned, portable Health Savings Account (HSA). Through our partnership with HealthEquity, you can conveniently open an HSA to pay for your insurance deductible and qualified out-of-pocket medical expenses tax-free. To learn more, visit www.healthequity.com or call 1-866-346-5800.



# 2023 Small Group Engage Overview - All plans are offered on and off-exchange.

Engage Benefits	Platinum 3	Gold 1	Gold 5	Silver 5	Silver 6	Silver 7	Silver 9 with TytoHome				
A <b>deductible</b> is the amount you pay before the plan pays for benefits with coinsurance (%). The family deductible is 2x the individual deductible.	\$500	\$1,200	\$3,500	\$4,000	\$7,000	\$0	\$4,000				
What do I pay for covered benefits?					sit ONLY. All other services plicable coinsurance (%) am	are subject to deductible and/or coinount.	nsurance.				
Preventive Care	You pay \$0. Plan pays 100	ou pay \$0. Plan pays 100% for clinical preventive health services such as physical exam, colonoscopy and routine immunizations.									
Primary Care Provider Visit	\$10	\$30	\$40	\$35	\$40	\$35	\$50, \$0 TytoHome				
Urgent Care	\$10	\$30	\$40	\$35	\$40	\$35	\$50, \$0 TytoHome				
Telehealth/Video Visit	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Specialist Visit	\$30	\$90	\$90	\$90	\$90	\$90	\$100, \$0 TytoHome				
Mental Health	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Lab	\$0	\$0	\$0	\$50	\$50	\$50	\$50				
X-Ray	\$0	\$0	\$0	\$100	\$100	\$100	\$100				
Imaging CT/PET/MRI	\$250	\$500	\$500	\$750	\$500	30%	\$500				
Emergency Room Plans with copay (\$) all services are included	\$250	\$500	\$500	\$750	30%	\$1,000	\$1,000				
Ambulance Ground or Air	20% air, \$100 ground	20% air, \$250 ground	20% air, \$250 ground	30% air, \$250 ground	30% air, \$250 ground	30%	20% air, \$250 ground				
Hospital Inpatient or Outpatient	20%	20%	20%	30%	30%	\$1,200 per day, \$2,400 max	20%				
Chiropractic and Acupuncture Limited to 20 visits each	\$10	\$30	\$35	\$35	\$40	\$35	\$50				
Rehabilitation Therapy Physical, Occupational and Speech	\$10	\$30	\$40	\$35	\$40	\$35	\$50				
Prescription Drugs per 30-day supply											
Tier 1: Preferred Generic	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Tier 2: Non-Preferred Generic	\$10	\$20	\$15	\$25	\$15	\$25	\$25				
Tier 3: Preferred Brand	\$20	\$50	\$50	\$130	30%	\$100	\$130				
Tier 4: Non-Preferred Brand	\$75	\$125	\$125	\$150	30%	\$150	\$150				
Tier 5: Specialty Pharmaceuticals  Out-of-Pocket Maximum includes the deductible, of	20%	20%	20%	30%	30%	30%	20%				
The family out-of-pocket maximum is 2x											
the individual out-of-pocket maximum.	\$3,200	\$9,100	\$9,100	\$9,100	\$9,100	\$9,100	\$9,100				
Wellness and Other Services											
Fitness Center Membership	You and your enrolled de	pendents (ages 18 and up)	will have free access to mo	e than 10,000 participating f	itness centers.						
Vision	Presbyterian Health Plan i	s pleased to provide you w	ith vision coverage options	for your entire family. See fly	ver for details. (Administered	by Davis Vision.)					
Dental	We have partnered with E Companion Life Insurance		nc. to offer dental coverage	for you and your family. See	the dental flyer for details. (U	Underwritten and administered by					

The benefit information provided is a brief summary, not a comprehensive description of benefits, limitations and/or exclusions. For more information, contact the plan at 1-800-356-2219 or refer to the Subscriber Agreement and/or Summary of Benefits Coverage, which can be found online at www.phs.org/formsanddocuments.

<sup>\*</sup> High Deductible Health Plans (HDHP) - Qualified high deductible health plans can be used with a member-owned, portable Health Savings Account (HSA). Through our partnership with HealthEquity, you can conveniently open an HSA to pay for your insurance deductible and qualified out-of-pocket medical expenses tax-free. To learn more, visit www.healthequity.com or call 1-866-346-5800.

# **Member Resources**

#### PresRN Nurse Advice Line



Speak with a registered Presbyterian nurse for medical advice at no cost 24 hours a day, every day, including holidays. Call (505) 923-5570 or

1-866-221-9679. For details, visit www.phs.org and search for "PresRN."

#### **\$0 Video Visits**



See a provider anytime, day or night. This option offers a new way to see a medical provider for nonemergency medical conditions via secure

video through a smartphone, tablet or computer webcam. Visits are \$0. (Costs may apply for High Deductible Health Plan members). For details, visit www.phs.org/videovisits.

#### **Online Visits**



With Online Visits, patients who have previously visited a Presbyterian facility can save a trip to a provider's office. Through our online

system, Presbyterian Medical Group providers diagnose, treat and prescribe medications. Online Visits are available 24/7. For details, visit www.phs.org/onlinevisits.

#### **PresNow**



Albuquerque residents have a new choice for medical care, all under one roof. Patients don't have to guess if it's an emergency because

medical staff decide the level of care needed. Both Urgent and Emergency Care are open 24 hours a day. Visit PRESNow247.org to learn more.

### **myPRES**



Get the information you want when you need it. Presbyterian's web-based services offer fast and convenient service any day of the year. To sign in

or register, visit www.phs.org/myPRES.

- Look up benefit information securely, view claims status, and track deductibles.
- View or request a replacement member ID card.

### **MyChart**



Members with a Presbyterian Medical Group provider can send electronic messages and communicate with their care team, request

prescription renewals and schedule office or telephone visits. You can also view medical records, lab and radiology reports, procedures and test results. For details, visit www.phs.org/mychart.

# Seeking care in New Mexico?

We know how important it is to find the care that you and your family need. We contract with over 17,000 providers statewide, including more than 950 Presbyterian Medical Group providers. Create a personalized in-network provider directory online at www.phs.org/directory.

#### **Estimate Your Cost of Care**

Now you can better evaluate the cost of certain tests and procedures with our new Treatment Cost Estimator. This tool will provide estimates for many of your covered services and help you find more convenient, lower-cost locations to obtain care. Your provider or Presbyterian's Customer Service Center can also refer you to lower-cost locations for certain care needs. Visit www.phs.org/tools-resources/member/your-care-your-choice for details.

# Fitness/Gym Membership



You and your enrolled dependents (ages 18 and up) have free access to thousands\* of national. regional and local fitness, recreation and community centers. These facilities include all Defined Fitness locations in Albuquerque, Rio Rancho, Farmington and Santa Fe, as well as the nationwide Prime® Fitness network which includes select YMCA locations, Snap Fitness,

Chuze, Curves and more. Discounted rates are also available from Sports & Wellness. For a list of participating locations, visit www.phs.org/gymmembership.

\*Source: www.tivityhealth.com/brands/prime-fitness

### **Employee Assistance Program (EAP)**



This program provides confidential support for complex personal challenges. Learning how to cope with stress at work and at home can

improve overall well-being. Members and families living in the same household can get up to three complimentary assistance visits per situation. Services are short-term, confidential counseling sessions conducted by local licensed providers. To schedule an appointment with an EAP counselor, please call 1-866-254-3555 or (505) 254-3555.

# **Talkspace**



Messaging therapy offers members age 14 and older behavioral health coaching with licensed

behavioral therapists via text, video or audio messaging at a time and place that is convenient for them. Go to <a href="https://www.talkspace.com/php">www.talkspace.com/php</a> to access the program.

#### On to Better Health



This interactive software offers an alternative to traditional mental health and substance use

disorder by providing access to tools and resources that are easy to use, confidential and available 24/7. Go to www.ontobetterhealth.com/php.

#### Clickotine



Clickotine is an innovative program that uses clinically driven app technology to help you create and stick to a quit

plan and overcome nicotine cravings. Go to **Try.Clickotine.com** and enter Client ID code: 731C73

#### **Assist America**



You have the protection of Assist America's global emergency travel assistance services 24 hours a day, 365 days a year. This unique

program immediately connects you to services when experiencing a medical emergency while traveling 100 miles or more away from a permanent residence or in another country. First, download the free Assist America Mobile App, then log in with reference number 01-AA-PXI-10071. For questions, contact Assist America's Operations Center at 1-800-872-1414 (or +1-609-986-1234 outside of the USA).

### **Vision Coverage**



Presbyterian provides you with vision coverage options for the entire family. Vision Basic and Vision for Children are included with your

medical plan. Three optional plans are available for a monthly premium.

# Mail-Order Pharmacy Service



Provided by OptumRx®, our mail-order pharmacy benefit allows you to order up to a 90-day

supply of maintenance prescriptions (as prescribed by a physician) and have them conveniently delivered to a specified address. To register, call OptumRx at 1-866-528-5829 or visit www.optumrx.com.

### **TruHearing**



With copayments as low as \$699 per hearing aid, this benefit makes addressing hearing loss

more affordable. Call TruHearing to learn more and schedule an appointment at 1-833-731-4167 (TTY 711), Monday through Friday, 8 a.m. to 8 p.m.

### Value-Added Program



Members are automatically enrolled in the BenefitSource Value-Added program, which provides supplemental

vision and hearing programs, complementary and alternative medicine, wellness, and assisted living services. For more information, contact BenefitSource at 1-888-862-8659 or visit www.benefitsource.org/presbyterian.

# **Dental Coverage**



Presbyterian and BenefitSource have also partnered to offer you two PPO dental coverage options, each offering

you lower out-of-pocket costs when obtaining dental care within the network. You are also covered when obtaining dental care from non-participating providers. For more information, contact BenefitSource at 1-888-862-8659 or visit www.benefitsource.org.

# Seeking care outside of New Mexico?



PPO members receive in-network benefits outside of New Mexico with nearly 900,000\* providers through our partnership with the

PHCS/MultiPlan National Network. Refer to your Summary of Benefits and Coverage (SBC) to see if your plan qualifies. If your plan does qualify, visit www.multiplan.com/presbyterian to search for providers in the national network. (For PPO members only.)

\*Source: www.multiplan.us/markets/commercial

### HealthEquity



Through our partnership with HealthEquity, employers can elect to offer a qualified High Deductible Health Plan (HDHP) with a Health

Savings Account (HSA) at no additional cost. HealthEquity also offers Health Reimbursement Account (HRA) and Flexible Spending Account (FSA) options to members at a reduced cost. Call 1-866-346-5800 or visit www.healthequity.com.

#### Local customer service



Our friendly representatives, located in Albuquerque, are standing by to answer your benefit questions Monday through Friday

from 7 a.m. to 6 p.m. Contact our Presbyterian Customer Service Center by phone at (505) 923-5678 or toll-free 1-800-356-2219 (TTY 711), or send an email to info@phs.org.

CL-DEN-1100-P-NM



# Health Savings Account

An HSA lets you put money away for future healthcare costs while saving on taxes. How? HSAs are never taxed at a federal income tax level when used for qualified medical expenses. Contributions can come straight out of your paycheck, and your HSA can grow tax-free too.



No 'use-it-or-lose-it,' keep your HSA forever



Create a healthcare emergency safety net



Invest<sup>1</sup> your HSA tax-free, like a 401(k)



\$1,550

Family plan

**\$770** 

Individual plan

2023 IRS Contribution Limits

\$7,750

Family plan

\$3,850

Individual plan

Members 55+ can contribute an extra \$1,000



# See how much you can save

HealthEquity.com/ Presbyterian

Investments made available to HSA members are subject to risk, including the possible loss of the principal invested, and are not FDIC or NCUA insured, or guaranteed by HealthEquity, Inc. | <sup>2</sup>Estimated savings are based on an assumed combined federal and state income tax rate of 20%. Actual savings will depend on your taxable income and tax status. | HealthEquity does not provide legal, tax or financial advice. Always consult a professional when making lifechanging decisions.

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- · Pain relievers
- · Doctor visits
- · Dental cleaning
- · Sleep aids
- Eyeglasses/contacts
- · Cold/cough medicine
- · Chiropractic care
- · Insulin testing supplies



#### **Enrollment period**

Small groups can enroll at any time of year and do not have to wait for a renewal date.

505.923.5807

HSA-qualified health plan options

Gold 4

Silver 1



This is an outline of Dental Insurance Coverage underwritten by Companion Life Insurance Company.

# **Dental Insurance Benefit Summary**

Dental Insurance	e Plan 530-2021	YOU	PAY		
STANDAR	D OPTION	IN-NETWORK	OUT-OF-NETWORK		
Class I: Diagnostic/Preventive Oral Examinations • Cleanings • Flow Maintainers • Sealants • Palliative En		0% 10% MAC*			
Class II: Basic Services • Oral Surgery • Extractions • Restor fillings) • Anesthesia (in conjunction		20%	40% MAC*		
Class III: Major Services • Crowns • Bridges • Dentures • Inlay • Endodontic Services • Periodontal		50%	60% MAC*		
Covered Expenses *Percentage of coverage is based or	n pre-negotiated fees.	Maximum Allowable Charge (MAC)			
Maximum Benefit per contract year	for all Class I, III and III expenses.	\$1,500 per person			
Deductible applicable to Class II an Deductible is based on contract year deductibles per family (\$150)	·	\$50 per person			
2023 Monthly Premium					
<b>Employee</b> \$26.18	Employee plus Spouse \$56.44	Employee plus Child(ren \$54.59	Employee plus Family \$82.90		

Rates effective 01/01/22

NM

The above provides only a brief description of your dental insurance plan. Please refer to the policy for complete details including limitations and exclusions. For more information, please contact BenefitSource toll free at 888-862-8659.

Visit our website at BenefitSource.org for a current list of PPO providers in your area.



#### Marketed by BenefitSource, Inc.

1804 Juan Tabo NE, Suite A, Albuquerque, NM 87112 Telephone 505-237-1501 or 888-862-8659 505-237-8344 Fax

These benefits are provided by Policy Form No. 530-2021 NM.



This is an outline of Dental Insurance Coverage underwritten by Companion Life Insurance Company.

# **Dental Insurance Benefit Summary**

Dental Insuranc	e Plan 530-2021	YOU	PAY		
HIGH C	PTION	IN-NETWORK	OUT-OF-NETWORK		
Class I: Diagnostic/Preventi  Oral Examinations • Cleanings • Fl Maintainers • Sealants • Palliative En		0%	0% MAC*		
Class II: Basic Services • Oral Surgery • Extractions • Restor fillings) • Anesthesia (in conjunction		20%	20% MAC*		
Class III: Major Services  • Crowns • Bridges • Dentures • Inlate • Endodontic Services • Periodontal		50%	50% MAC*		
Covered Expenses *Percentage of coverage is based or	n pre-negotiated fees.	Maximum Allowable Charge (MAC)			
Maximum Benefit per contract year	for all Class I, III and III expenses.	\$2,000 per person			
Deductible applicable to Class II an Deductible is based on contract year deductibles per family (\$150)	·	\$50 per	person		
2023 Monthly Premium					
<b>Employee</b> \$32.73	Employee plus Spouse \$73.05	Employee plus Child(ren \$67.22	Employee plus Family \$99.88		

Rates effective 01/01/22

The above provides only a brief description of your dental insurance plan. Please refer to the policy for complete details including limitations and exclusions. For more information, please contact BenefitSource toll free at 888-862-8659.

Visit our website at BenefitSource.org for a current list of PPO providers in your area.



#### Marketed by BenefitSource, Inc.

1804 Juan Tabo NE, Suite A, Albuquerque, NM 87112 Telephone 505-237-1501 or 888-862-8659 505-237-8344 Fax

These benefits are provided by Policy Form No. 530-2021 NM.

# Presbyterian Vision Plans for Small Groups



Presbyterian is pleased to provide you with vision coverage options for your entire family. Vision for Children and Vision Basic are included with your medical plan. Three optional plans are available for a monthly premium.

#### **Plan Features**

#### Large and diverse network

- Greater number of providers and retailers
- Ability to purchase eyewear online from retailers including Glasses.com<sup>™</sup>, 1-800 Contacts<sup>®</sup>, Befitting and Visionworks<sup>®</sup>
- Out-of-network reimbursement

#### Benefits that are easy to use and understand

 Members can check benefits and eligibility, search for eye care professionals and track frame status through a convenient mobile app and online through the Davis Vision member portal.

Find an eye care professional at davisvision.com/presbyterian, then schedule your eye exam today!

Vision Plans are underwritten by Presbyterian Health Plan, Inc. and administered by Davis Vision.

This policy has some exclusions and limitations. For costs and complete details of the coverage, call or write your insurance agent or the company. For information on Presbyterian Health Plan's Nondiscrimination Notice, go to https://www.phs.org/Pages/nondiscrimination.aspx.

For a low mo		dren and Vision Basic plar ts can upgrade to the Vis			ier Plus plans.	
In-Network Benefits	Vision for Children (included for children up to age 19)	<b>Vision Basic</b> (included for all members age 19+)	Vision Plus (coverage \$3.17 per month for each adult enrolled)	Vision Premier (coverage \$4.54 per month for each adult enrolled)	Vision Premier Plus (coverage \$6.40 per month for each adult enrolled)	
Frequencies						
Eye exam	12 months	12 months	12 months	12 months	12 months	
Spectacle lenses	12 months	N/A	24 months	12 months	12 months	
Frame	12 months	N/A	24 months	24 months	12 months	
Contact lens evaluation, fitting and follow-up care	12 months	N/A	12 months	12 months	12 months	
Copayments						
Eye exam	\$0	\$0	\$10	\$10	\$0	
Spectacle lenses	\$0	SV \$45 / BF \$65 / TF \$95 / CA \$120	\$25	\$15	\$10	
Contact lens evaluation, fitting and follow-up care	\$0	N/A	\$0	\$15	\$10	
Coverage						
Frame allowance (retail):	Up to \$100, plus 20% discount on any overages	35% off provider's U&C (usual and customary)	Up to \$130, plus 20% discount on any overages	Up to \$150, plus 20% discount on any overages	Up to \$180, plus 20% discount on any overages	
Additional discounts	and coverage availab	le at Visionworks® and for [	Davis Vision collections	s. Visit Davis Vision at	www.davisvision.com.	
Contact lenses: materials allowance	Up to \$100, plus 15% discount on any overages	15% off provider's U&C (usual and customary)	Up to \$130, plus 15% discount on any overages	Up to \$150, plus 15% discount on any overages	Up to \$180, plus 15% discount on any overages	
Laser Benefit						
One-time/ lifetime allowance	N/A	N/A	\$200	\$200	\$200	
Eyeglass Benefit – S	spectacle Lenses					
Digital single vision (intermediate)	\$30	\$30	\$30	\$30	\$30	
Scratch-resistant coating	Covered	\$15	Covered	Covered	Covered	
Polycarbonate lenses (child/adult)	Covered	\$35	\$0 or \$30	\$0 or \$30	Covered	
Standard anti- reflective (AR) coating	\$40	\$45	\$35	\$35	\$35	
Standard progressive lenses	\$65	\$65	\$50	\$50	\$0	
Out-of-Network Re	imbursements					
Eye exam	\$55	\$55	\$45	\$45	\$55	
Frame	\$50	N/A	\$64	\$74	\$88	
Single vision lenses	\$40	N/A	\$40	\$40	\$40	
Bifocal/progressive Lenses	\$60	N/A	\$60	\$60	\$60	
Progressive lenses	N/A	N/A	N/A	N/A	\$38	

The benefit information provided is a brief summary, not a comprehensive description of all benefits, limitations and or exclusions. For more information, call 1-800-999-5431 or refer to the plan information at davisvision.com.

# **Next Steps to Small Group Enrollment**

Small groups can enroll at any time of year and do not have to wait for a renewal date.

- To ensure timely processing and receipt of Premium Billing invoices and ID cards prior to your requested effective date, please complete the three-page Employer Group Information Application by these deadlines:
  - 1st of the month effective date Completed applications must be received by the 15th of the previous month (e.g. by May 15th for a June 1st effective date).
  - 15th of the month effective date Completed applications must be received by the last day of the month (e.g. May 31st for a June 15th effective date).
- 2. If you select optional dental coverage, include the completed Companion Life/DentalSource Application with the Presbyterian Application. This option is available for groups with a minimum of two contracts.
- 3. Complete an Employee Action Form for each employee enrolling in a health plan.
- 4. Sign and date the first page of the Group Letter of Agreement.
- 5. Scan and email the following completed forms to **enrollmentdept@phs.org** or fax to the Presbyterian Sales Department at (505) 923-8225:
  - Employer Group Information Application
  - Companion Life/DentalSource Application(optional)
  - Employee Action Forms
  - Page 1 of the Group Letter of Agreement





# **Employer Group Information Application**

Presbyterian Health Plan, Inc. Presbyterian Insurance Company, Inc.

### **Application Instructions**

- 1. Get help with this application by calling us at (505) 923-5807 (TTY: 711), Monday through Friday, 8 a.m. to 5 p.m. Additional forms may be found online at www.phs.org/employers.
- 2. Complete this form and fax it to (505) 923-8225 or email it to your account executive.

Step 1 – Employer G	roup Information					
Requested effective	date:					
Group name:		Tax identification number:				
Group legal name (if differ						
Group contact name:	Group contact title:	Billing contact name ar	nd title:	le: Billing contact title:		
Group contact phone:		Billing contact phone:				
Group contact email:		Billing contact email:				
Physical address (P.O. Bo	oxes are not allowed):	Suite number:				
City:	State:	ZIP code:		unty:		
Billing address (if different	Suite number:	<b>"</b>				
City:	State:	ZIP code:		County:		
Is this company affiliated v	vith any other companies?	Yes □ No □ If yes, affili	ation's r	name:		
	olled with Presbyterian? Ye		name/nu	ımber:		
Step 2 – Eligibility an	d Contribution Guidel	lines				
Waiting Period:  □ Date of hire  □ 1st of the month following date of hir  □ 1st of the month following 30 days o  □ 1st of the month following 60 days o  □ Effective on the 91st date of employe	f employment f employment	If yes, complete the Healt	yes □ No to ator Name eductible plathed hEquity HSA	erage?  an? A through Presbyterian? Yes □ No □		
Premium Contributio	ns					
Employee:% or \$_	Spouse:% or	\$ Dependents: _	% (	or \$		



# **Employer Group Information Application**

Presbyterian Health Plan, Inc. Presbyterian Insurance Company, Inc.

Step 3 – Group Cens	us							
	e 50 or less full-time equival (FTE) calculator online at <u>ht</u>		RS guidelines. Use the full- shop-calculators-fte to verify					
Total employees:	Total employees:							
# of part-time or seasonal		•						
# of employees in the wait	U I	-						
# of eligible employees (in		=						
	coverage waiving coverage:	-						
Total # of employees enro	er coverage waiving coverage	ge   =						
	g and/or working outside of <b>i</b>							
Step 4 – Medical Plan		TOW INCAIGO.						
You may choose 1- 3 plans between HMO, PPO, and Engage. HMO and Engage plans underwritten by Presbyterian Health Plan, Inc. PPO plans underwritten by Presbyterian Insurance Company, Inc. All plans are offered on and off exchange.    HMO Plans								
Platinum Plan	Gold Plans	Silver Plans	Bronze Plans					
☐ Platinum 1 ☐ Platinum 2	☐ Gold 2 ☐ Gold 3 ☐ Gold 4	☐ Silver 1 ☐ Silver 3 ☐ Silver 4 ☐ Silver 8	☐ Bronze 1					
☐ PPO Plans		<u> </u>						
Platinum Plan	Gold Plans	Silver Plans	Bronze Plans					
☐ Platinum 1 ☐ Platinum 2	☐ Gold 1 ☐ Gold 2 ☐ Gold 3 ☐ Gold 4	☐ Silver 1 ☐ Silver 3 ☐ Silver 4 ☐ Silver 8	☐ Bronze 1					
☐ Engage Plans								
Platinum Plan	Gold Plans	Silver Plans	Bronze Plans					
☐ Platinum 3	□ Gold 1 □ Gold 5	☐ Silver 5 ☐ Silver 6 ☐ Silver 7 ☐ Silver 9						
Step 5 – Dental and V	/ision Plan Selection							
Available for groups with to		WI B II BI G						
DentalSource Dental Pla If yes, please complete the Employer Application an Standard Option. (Dental of and administered by Comp Company)	e separate <b>DentalSource</b> Id select the High or coverage is underwritten	adults age 19 and above.	n: le for all small groups to cover Presbyterian Health Plan is ith vision coverage options for					



Employer Group Information Application

Presbyterian Health Plan, Inc.
Presbyterian Insurance Company, Inc.

# Step 6 – Payment Information Select a payment option (automatic bank draft or bill me)

Step 0 - Payment information									
Select a payment option (automatic bank draft or bill me)									
☐ Checking account ☐ Savings account ☐ Bill me Must in	(for groups with 10+ employees enrolled only) nclude 1st months premium payment with application								
Name of bank:	Name of account holder:								
Routing number:	Account number:								
Step 7 – Authorizations and Agreements									
I hereby authorize and request Presbyterian to initiate and withdraw entries from the account indicated and the financial institution named for monthly premium payments required by the Group Subscriber Agreement/Summary Plan Description. This authorization is to remain in effect until Presbyterian and the financial institution named are notified in writing. I understand that I have the right to terminate this agreement by notifying my financial institution. However, I understand that prearranged withdrawal entries are the required method of premium payment under the Group Subscriber Agreement/Summary Plan Description.									
I understand that if I am enrolling on the Silver 8 and/or Silver 9 with TytoHome plan, TytoCare™ will share aggregated data on usage of the devices. The data will be de-identified before it is shared and will later be compared against claims data. I understand and agree to this data sharing. Receiving this device will not affect my coverage with Presbyterian. By submitting this form, I agree to receive product messages from TytoCare via your email and phone number. Message and data rates may apply. View the TytoCare™ terms of service and privacy policy.									
ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FORM FOR PAYMENT OF A LOSS OF BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES. PRESBYTERIAN HEALTH PLAN, INC. MAY TERMINATE A MEMBER FOR ANY TYPE OF FRAUDULENT ACTIVITY.									
I acknowledge that I have read and understand this ap	plication in its entirety.								
Signature of group contact									
X	Date:								
Signature of billing contact									
X	Date:								
Agent and Broker Information									
First and last name:	Phone number:								
Agency name:	NPN number:								

# **Employee Action Form**

Scan and email this completed form to enrollmentdept@phs.org or fax to the Presbyterian Sales Department at (505) 923-8225.



Presbyterian Health Plan, Inc. Presbyterian Insurance Company, Inc.

EMPLOYER INFORM	IATION												
Employer:							S	ub-gro	up/Department:			Group Number:	
SECTION A: TYPE O	F ACTION												
☐ New Enrollment o	r Qualifying Eve	ent:		☐ Wa	ive C	overage (com	plete S	ection	A, sign and date	<del>)</del> )	ПТе	rminate Coverage	<b>.</b>
Open/New Enrolln	nent			Otl	her C	overage					Date	:	
Qualifying Event:	. —	. — -				idual 🔲 Medi	care [	] Medi	caid		Reas	on:	
New Hire New Date of Event:						r Employer: _ g no coverage							
Benefit Plan Selected		тептеа рг	oor or event.			<u> </u>				. Cl-:	l -l/	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
			11.6 11			selected: Si		Two			ia(ren	)	
Dental Coverage Sele			es, all family r	nembe	ers wi	ll be enrolled i	n the p	olan sel	ected by employ	/er)			
SECTION B: EMPLO													
Employee Last Name	:	Employee	First Name	& MI:	Date	e of Birth:	-	e Numl	pers:		Socia	Security Number	:
							Work		( )				
					_			e/Cell: (	• •				
Mailing Address:					City	:	State	e: Zip: Ema			Email	Email Address:	
Employment Status:	Date of Hire:	Gender:	Race (option					Ethr	nicity (optional):		Other Language/Disability Needs:		
Full Time						an American			lispanic/Latino	.			
Part Time # of hours:			American			ka Native vaiian/Pacific Is	lander		Ion-Hispanic/Lat	ino	Primary Care:		
# 01 110u13			Two or mo	-		vanan/i acme is	ianaei						
SECTION C: DEPENI	DENT INFORM	ATION											
	ast Name:		First Name	and M	ll:	Social Securit	y #: (	Gender:	Date of Birth:	Eff. [	Date:	Primary Care:	Court order?
Spouse												,	
Child													
Child Child													
Child													
SECTION D: OTHER	MEDICAL BEN	IEFITS FOI	R COORDIN	ATION	(if a	oplicab <u>le</u> )							
Family Member Name(s):													
SECTION E: CONSE	NT / SIGNATU	RES										· 	
By signing this applica			ead all page:	s and a	gree	that all inform	ation is	correc	t and you have a	uthori	ity to a	act on behalf of an	d fully bind all
of the dependents wi	th respect to ev	ery provisio	on of the Gro	up Suk	oscrib	er Agreement	•						
Employee Signature:							ate Si	gned:					

# Please Read Carefully

#### **Payroll Deduction**

I HEREBY AUTHORIZE my employer to deduct from my pay check any required contribution for group benefits for which I am eligible.

#### Release of Protected Health Information

I HEREBY CONSENT to the extent permitted by applicable law to the use by or the release of my Protected Health Information (PHI) by any person or entity including without limitation; practitioners, providers, and insurance companies to Presbyterian Health Plan, Inc. or Presbyterian Insurance Company, Inc. (Presbyterian) or its designees for any permitted purpose, including but not limited to; quality assurance, utilization review, processing of claims, financial audits, or other purposes related to the treatment, payment, or healthcare operations activities of Presbyterian. This consent shall not permit use of PHI when an authorization is required by law. For full description of Presbyterian's privacy practices as related to oral, written and electronic data and communication, please visit our website at <a href="https://www.phs.org/Pages/privacy-security.aspx">www.phs.org/Pages/privacy-security.aspx</a> or call Customer Service at (505) 923-5678.

#### Group Subscriber Agreement/Summary Plan Description/Certificate of Insurance

I understand I can access my Presbyterian Group Subscriber Agreement, Summary Plan Description or Certificate of Insurance, which contains the covered benefits, utilization management services, limitations, and exclusions applicable to my healthcare plan at <a href="www.phs.org/formsanddocuments">www.phs.org/formsanddocuments</a>. I understand that a Presbyterian representative or my personnel office will further explain the coverage for which I am eligible upon my request. I understand that my healthcare coverage is subject to the eligibility dates specified by my employer and Presbyterian. I will be financially responsible for any treatment received outside of the dates. I understand that I shall abide by the provisions of the coverage in the Group Subscriber Agreement or Summary Plan Description or Certificate of Insurance under which I am enrolled. I understand that it is my responsibility to report to my employer any changes in the eligibility of my dependents within 31 days or as specified in the Group Letter of Agreement. Exclusions, limitations, rights and responsibilities can be reviewed in Group Subscriber Agreement. Please call 1-866-869-7737 to request a copy of this agreement.

#### Waiver of Health Coverage

I understand that by declining Presbyterian coverage for myself (and my family, if applicable) through my employer that:

- 1. I may not elect or enroll in this coverage until the next open enrollment period unless I experience an involuntary loss of coverage or acquire a new dependent.
- 2. I may in the future under certain circumstances be able to enroll myself (and my family, if applicable) in the plan provided that I request enrollment within 31 days after the other coverage ends.
- 3. In addition, if I acquire a new dependent as a result of marriage, birth, adoption or placement for adoption, I may be able to enroll myself and my dependents, provided that I request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

#### **Enrollment Instructions**

Please complete all of the applicable sections of the Employee Action Form (enrollment form). Sign and date the form and return it to your employer's benefits administrator. The benefits administrator will write in your effective date. The effective date is the date your coverage under Presbyterian begins. Any services provided prior to this date will not be covered by Presbyterian. Scan and email this completed form to enrollmentdept@phs.org or fax to the Presbyterian Sales Department at (505) 923-8225.

#### **Pediatric Dental**

This policy does not include pediatric dental services as required under the federal Patient Protection and Affordable Care Act. This coverage is available in the insurance market and can be purchased as a stand-alone product. Please contact your insurance carrier, agent or the New Mexico Health Insurance Exchange (<a href="https://www.bewellnm.com">https://www.bewellnm.com</a>.) if you wish to purchase pediatric dental coverage or a stand-alone dental insurance product.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OF BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.



# **Standard or High Option Employer Application**

THIS TYPE OF PLAN IS NOT CONSIDERED 'MINIMUM ESSENTIAL COVERAGE' UNDER THE AFFORDABLE CARE ACT AND THEREFORE DOES NOT SATISFY THE INDIVIDUAL MANDATE THAT YOU HAVE HEALTH INSURANCE COVERAGE.

Application is made to Companion Life Insurance Company for a Dental Policy in supplement to Presbyterian Health Plan/Presbyterian Insurance Company Medical Policy, the provisions of which shall be made available to all eligible classes of Employees.

		General I	nformation				
Group Medical Plan Effectiv	Group Medical Plan Effective Date/ Renewal Date:						
Group Medical Plan Number	Group Medical Plan Number:						
Group Medical Plan Accoun	t Manager N	Name and Ph	one Number:				
Dental Plan Effective Date (must be the same as medical plan):							
Employer Group Information							
Group Name:		Т	ax Identification Number	r:			
☐ Corporation ☐ Proprieto	orship 🛮 Pa	ırtnership					
Group Legal Name (if different then above):							
Group Contact Name and T	itle:		Group Contact Email:				
Group Contact Phone:			Group Fax Number:				
Physical Address (P.O. Bo	xes are not	allowed):	Suite Number:				
City:		State:	ZIP Code:	County:			
Mailing Address (if differen	t from phys	ical address)	: Suite Number:				
City:		State:	ZIP Code:	County:			
Nature of Business:			SIC Code:				
Affiliates or subsidiaries to b	e covered		1				
Name:							
City	State:		ZIP Code:	County:			
Number of eligible employees residing outside of the state in which the policy was issued:							
State: Number of Employees:							





Companion Life Insurance Company 1301 Gervais Street, Suite 900 Columbia, South Carolina 29201 (803) 735-1251

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			ILV
			,

CLASSES OF ELIGIBLE EMPLOYEES:								
☐ Active employees - All active full-time employees (A full-time employee must work 30 hours per week of								
compensable time.)								
☐ Other - Explain if there	☐ Other - Explain if there are any persons who will be enrolled who are not actively employed (i.e.,							
retirees, COBRA, etc.):								
NUMBER OF ELIGIBLE	NUMBER OF ELIGIBLE EMPLOYEES IN ELIGIBLE CLASSES (minimum of 2 enrolled to qualify)							
	oyees on the payroll:	•	• • • • • • • • • • • • • • • • • • • •					
B. Less number of employees not eligible:								
C. Total Number Enrolle								
DEPENDENT ELIGIBILIT								
Spouse and/or children to age 26. If there are any additional eligibility requirements for dependents, please								
specify:								
WAITING PERIOD  ☐ Date of hire		ELIGIBILITY						
☐ 1st of the month follow	ing date of hire	<ol> <li>Part-time employment applies to waiting period?</li> <li>Yes □ No □</li> </ol>						
	ring 30 days of employme							
	ring 60 days of employmen							
☐ Effective on the 91st d		Yes □ No □						
eligible for 30-day orienta		3. Group is COBRA eligible? Yes ☐ No ☐						
☐ Group has a 30-day orientation period (waiting		If Yes, COBRA Administrator Name						
period begins after orient	ation period)							
Employer Contributions								
PERCENT OR AMOUNT								
		oution toward the cost of the e	mployee and dependent					
The Employer agrees to make the following contribution toward the cost of the employee and dependent coverage: Employee(% / \$) Dependent(% / \$)								
	Type of Cove	rage (select one)						
☐ Standard Option		☐ High Option						
☐ PPO-MAC Contributory (employer contributes) ☐		☐ PRO PPO-MAC Contributory (employer contributes)						
☐ PPO-MAC Voluntary (		☐ PRO PPO-MAC Voluntary (employee paid)						
Standard Option Premiums PPO-MAC		High Option Premiums PRO-PPO -MAC						
Employee	\$26.18	Employee	\$32.73					
Employee + Spouse	\$56.44	Employee + Spouse	\$73.05					
Employee + Child(ren)	\$54.59	Employee + Child(ren)	\$67.22					
Employee + Family	\$82.90	Employee + Family	\$99.88					





### **Signature**

FRAUD WARINING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material there to commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### **AGREEMENT**

- A. This application is signed by a person or persons authorized by the Employer to make such an agreement; and
- B. The application is received and approved by the Companion Life Insurance Company at its home office; and
- C. The initial month's premium is received by Companion Life Insurance Company.

Coverage is effective on the first billing due date after the conditions in (a), (b), and (c) above have been met. Coverage is subject to all the terms and conditions of the Group Dental Policy.

#### **SIGNATURES**

For a corporation, the President or Vice President and the Secretary or Acting Secretary should sign. For a proprietorship, the owner should sign. For a partnership, any partner should sign. I have read this application, agreed to the terms, and certify that all statements are true and complete. It is understood that provisions of the Group Dental Policy, including premiums, therefore, may be amended or changed from time to time, upon written notice from Companion Life Insurance Company to the Employer.

Employer Representative	Agent/Broker
(print name)	(print name)
(signature)	(signature)
,	,
Title	License Number
Date	Date
Bato	Date

Learn more about Presbyterian's Nondiscrimination Notice and Interpreter Services - https://www.phs.org/Pages/nondiscrimination.aspx





#### ATTESTATION OF SMALL GROUP SIZE

I, the undersigned, hereby acknowledge that I am applying for small group health insurance coverage and that New Mexico law requires all small groups have at least two, but not more than 50 "eligible employees." However, because of the way in which "eligible employees" are determined under New Mexico law, there are circumstances in which a small group may only cover a single individual. Your small group has been identified as only covering a single individual. As a result, and in order to verify compliance with all applicable laws, rules and regulations, Presbyterian is requiring that you complete the following attestation to affirmatively represent that you meet one of the categories of eligibility listed below in order to retain your small group coverage. If you do not meet at least one of the categories of eligibility listed below, you will not be eligible for small group coverage with Presbyterian. You may be eligible for an individual policy or other health insurance sold by Presbyterian.

# **CATEGORIES OF ELIGIBILITY (Single Covered Individual)** A. I have only one person applying for health insurance in my group, but at my discretion (as the employer), have designated an employee's spouse or dependent as an

A	rized Representative – Signature	Date
Autho	rized Representative – Printed Name	
Group	– Printed Name	
("PIC" eligible Protectindem	rstand that Presbyterian Health Plan, Inc. ("PHP") or Presbyterian Insurance Co ) will rely on this Attestation in connection with determining which products me e for and for compliance with applicable laws, rules and regulations including tion and Affordable Care Act and the laws of the state of New Mexico. I herek nify PHP and PIC for any claims, damages, fines, or penalties which it may income ance on this Attestation.	ny group is the Patient by agree to
	of the preceding two years employed no less than two employees (which maincluded myself) for at least fifty percent of the working days. See section 59. NONE. I do not meet any of the foregoing.	y have
Пр	prior to my coverage period, and I reasonably expect to have two or more electrical (including myself) during the coverage period. See section 59A-23C-3(N)(3). I have only one person applying for health insurance in my group but during	•
☐ C.	one other employee working for me. See section 59A-23C-3(N).  I am an employer that was not in existence throughout the calendar year beg	
□ B.	employee. See section 59A-23C-3(N)(1).  I have only one person applying for health insurance in my group but I have	at least
	(do the only of the order of th	•••



#### SIGNATURE BY THE GROUP

By signing this Agreement, the Group acknowledges that it has read and understands the terms and conditions of the Agreement with Presbyterian and represents that the information it has provided to Presbyterian is complete and accurate.

Effective Date

Group Name (the "Group")

Title

Signature Date

Group Signature

Presbyterian Health Plan, Inc. Presbyterian Insurance Company, Inc.

by: Brandon Fryar

**Group Number** 

Title: **President** P.O. Box 27489

Albuquerque, New Mexico 87125-7489



# Presbyterian Health Plan, Inc. and Presbyterian Insurance Company, Inc. GROUP LETTER OF AGREEMENT

#### **SMALL GROUP 2 - 50 ELIGIBLE FULL TIME EMPLOYEES**

(HMO products administered by Presbyterian Health Plan, Inc.; PPO products administered by Presbyterian Insurance Company, Inc.)

This Agreement ("Agreement") is by and between Presbyterian Health Plan, Inc. ("PHP"), a New Mexico corporation, and/or Presbyterian Insurance Company, Inc. ("PIC"), a New Mexico corporation, and the Group. PHP and PIC are referred to herein as "Presbyterian".

**WHEREAS,** Presbyterian is a New Mexico corporation authorized to do business as a Health Plan and/or Insurance Company in Presbyterian's licensed service area in the state of New Mexico; and

**WHEREAS,** the Group is a viable business entity licensed to do business in the State of New Mexico and operating within the scope of its license and charter; and

**WHEREAS**, the Group has a minimum of two and no more than 50, eligible, active employees who reside or work in the service area; and

**WHEREAS,** the Group has requested and received approval for coverage for enrollment of Out-of-Area employees when applicable; and

**WHEREAS**, the Group has offered Presbyterian as the only health plan option to its employees, unless the Group has requested and received approval from Presbyterian to offer more than one plan.

NOW, THEREFORE, the parties agree as follows:

Services: Presbyterian agrees to provide, through enrollment in Presbyterian, the services described in the current Presbyterian Group Subscriber Agreement, and any riders or amendments thereto ("Group Subscriber Agreement"), a copy of which has been, or will be upon request, provided to the Group and the terms of which are hereby incorporated by reference, Presbyterian will enroll those Group employees and their Dependents who are eligible as outlined in the Group's company policy and approved by Presbyterian under the terms of Paragraph 5 of this Agreement, to enroll in Presbyterian as of the effective date of such enrollment. Dependents include, spouse, children, and if applicable, qualified domestic partners of eligible employees ("Dependents"). Presbyterian's obligation to provide services hereunder is subject to all terms, conditions, exclusions and limitations set forth in this Agreement and in the Presbyterian Group Subscriber Agreement and any riders or amendments thereto. If there is a conflict between this Agreement and the Presbyterian Group Subscriber Agreement and any riders or amendments thereto, this Agreement takes precedence.

#### 1. Payment:

a) In consideration of the enrollment in Presbyterian of eligible Group employees and Dependents, the Group agrees to pay to Presbyterian the monthly prepayment for each Group employee enrolled in Presbyterian, basedon the coverage selected by such employee as outlined in the attached rate sheet (s) ("Rates").

Agreed upon rates are guaranteed no less than 12 months from the period as outlined in the Rate Confirmation Sheet



commencing with the Effective Date of this Agreement or signed Renewal Confirmation hereafter.

- b) The Group understands that Presbyterian is a prepaid health plan. Payment of the total amount of monthly pre-payments due hereunder shall be made by the Group in advance of each month that Group employees are enrolled with Presbyterian. Presbyterian shall invoice the Group monthly for the subsequent month's coverage. Payment, as reflected in the invoice from Presbyterian, must be received by Presbyterian on or before the 1<sup>st</sup> day of the month of coverage as follows:
  - 1) If the Group has two to nine employees enrolled, payment in the amount of Presbyterian's invoice will be withdrawn from the Group's bank account per the *Authorization Agreement for Prearranged Payments*, attached as Exhibit B. The transaction will occur on the 5th day of the month of coverage or the 1<sup>st</sup> banking day thereafter. Retroactive adjustments required by the termination or addition of enrollees shall be reflected in the subsequent month's invoice.
  - 2) If the Group has 10-50 enrolled employees, the Group shall pay to Presbyterian each month the amount shown due on Presbyterian's monthly invoice. Premiums must be made payable to Presbyterian Health Plan, Inc. and/or Presbyterian Insurance Company, Inc. and remitted to:

Presbyterian Health Plan, Inc.
P.O. Box 911594
Penver, Colorado 80291-1594
Presbyterian Insurance Company, Inc.
P.O. Box 911600
Penver, CO 80291-1600

Group agrees to pay as billed. Retroactive adjustments required by the termination or addition of enrollees shall be reflected in the subsequent monthly invoices.

If the Group's enrollment changes from 10-50 enrolled employees to two to nine enrolled employees, the Group will be set-up for *Prearranged Payments* upon the group's next renewal.

- c) Acceptance of late, partial or non-electronic payments by Presbyterian shall not constitute a waiver of any present or future rights Presbyterian would otherwise have under this Agreement.
- d) If the transaction is returned by the Group's financial institution for insufficient funds, account closed, authorization revoked or any other reason caused by an act of the Group, Presbyterian will notify Group as soon as notification is received by Presbyterian. Payment of the amount billed plus a charge of \$30.00 must be received by Presbyterian within 15 days after notification of non-payment is provided.
- e) Grace Period A grace period of 10 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force unless not less than five days prior to the premium due date the insurance company has delivered to the insured or has mailed to his last address as shown by the records of the insurer written notice of its intention not to renew this policy beyond the period for which the premium has been accepted.

#### 2. Amendments and Changes in Rates and Benefits:

a) In consideration of the enrollment in Presbyterian of eligible Group employees and Dependents, the Group agrees to pay to Presbyterian the monthly prepayment for each Group employee enrolled in Presbyterian, based on the coverage selected by such employee as outlined in the attached rate sheet (s) ("Rates").



Agreed upon rates are guaranteed no less than 12 months from the period as outlined in the Rate Confirmation Sheet commencing with the Effective Date of this Agreement or signed Renewal Confirmation hereafter.

- b) The Group understands that Presbyterian is a prepaid health plan. Payment of the total amount of monthly pre- payments due hereunder shall be made by the Group in advance of each month that Group employees are enrolled with Presbyterian. Presbyterian shall invoice the Group monthly for the subsequent month's coverage. Payment, as reflected in the invoice from Presbyterian, must be received by Presbyterian on or before the 1<sup>st</sup> day of the month of coverage as follows:
  - 1) If the Group has two to nine employees enrolled, payment in the amount of Presbyterian's invoice will be withdrawn from the Group's bank account per the *Authorization Agreement for Prearranged Payments*, attached as Exhibit B. The transaction will occur on the 5th day of the month of coverage or the 1<sup>st</sup> banking day thereafter. Retroactive adjustments required by the termination or addition of enrollees shall be reflected in the subsequent month's invoice.
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Penver, Colorado 80291-1594
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- c) Acceptance of late, partial or non-electronic payments by Presbyterian shall not constitute a waiver of any present or future rights Presbyterian would otherwise have under this Agreement.
- d) If the transaction is returned by the Group's financial institution for insufficient funds, account closed, authorization revoked or any other reason caused by an act of the Group, Presbyterian will notify Group as soon as notification is received by Presbyterian. Payment of the amount billed plus a charge of \$30.00 must be received by Presbyterian within 15 days after notification of non-payment is provided.
- **3.** Amendments and Changes in Rates and Benefits:

The parties at any time may agree in writing to amend or modify any provision of this Agreement or the nature and extent of the benefits provided hereunder provided all underwriting guidelines are adhered to. Presbyterian must give the Group a minimum of a sixty (60) days' notice of a rate increase. Notice must be in writing and postmarked, or delivered electronically or by hand no less than sixty (60) days prior to the effective date of the increase. A decrease in Rates may be made by Presbyterian at any time without notice.

a) The provision of notice to an enrolled Group employee as required in this Paragraph 3 shall be deemed to constitute proper notice hereunder to each of the employee's enrolled Dependents.



#### 4. Enrollment:

- a) Following prior inspection of appropriate Group marketing materials, the Group agrees to allow Presbyterian marketing representative's fair and reasonable access to Group members for enrollment purposes. The Group will permit Presbyterian periodic access to eligible Group members for continued enrollment purposes.
- b) Any employee of the Group and any Dependent of an employee, who is eligible to enroll in Presbyterian as of the Effective Date of this Agreement, must apply for enrollment in Presbyterian within thirty-one (31) days from such Effective Date. Any such employee or Dependent who fails to enroll during this initial enrollment period shall not thereafter be allowed to enroll in Presbyterian under this Agreement except during subsequent annual Group enrollment periods identified by Presbyterian and the Group or as specified in Paragraph 4(g) of this Agreement. The employee must have satisfied the Group's established waiting period. Request for enrollment of the employee must be accompanied by an Employee Action Form.
- c) Any employee and his/her Dependent(s) joining the Group initially becoming eligible for benefits between annual Group enrollment periods, shall be offered the opportunity to enroll in Presbyterian. Application for enrollment under this Subparagraph must be made within thirty-one (31) days after the date on which the employee meets or will meet Presbyterian and Group eligibility requirements. Employees or Dependents who fail to enroll prior to the expiration of this thirty-one (31) day period shall not thereafter be allowed to enroll in Presbyterian except during subsequent annual Group enrollment periods identified by Presbyterian and the Group or as specified in Subparagraph 4(g). Presbyterian coverage for persons enrolling under this Subparagraph shall become effective as outlined in the cover page of this Agreement.
- Application for the enrollment of a new Dependent of an employee already enrolled in Presbyterian must be made within thirty-one (31) days of the date such Dependent first becomes eligible to enroll in Presbyterian under terms of this Agreement and the Presbyterian Group Subscriber Agreement. Any Dependent who is not enrolled during such thirty-one (31) day period shall not thereafter be allowed to enroll in Presbyterian except during subsequent annual Group enrollment periods identified by Presbyterian and the Group or as specified in Subparagraph 4(g).
- e) An employee who failed to enroll in Presbyterian during a previous enrollment period but who would otherwise be eligible for coverage may enroll in Presbyterian within thirty-one (31) days of acquiring a new Dependent through marriage, birth, adoption or placement for adoption or Court Order, if the new Dependent is also enrolled within this time period. If the new Dependent is a child, the spouse or, if applicable, qualified domestic partner of the employee may also enroll during this time period. No other Dependents may enroll.
- f) An eligible person may enroll as an employee or Dependent after the initial eligibility period if the person loses coverage under all of the following circumstances:
  - the person was covered under a group health plan or had individual health insurance coverage at the time the person was initially eligible to enroll; and
  - 2) the employee stated in writing that employee was not enrolling because of such other coverage; and
  - the employee and/or Dependent is enrolled, and applicable prepayment made within thirty-one (31) days of the date coverage under COBRA was exhausted, or the date the coverage (or the employer's contribution toward coverage) was terminated; and
  - 4) the person's coverage under the other plan or insurance:
    - i. was under a COBRA continuation provision and the coverage under that provision was exhausted;
    - ii. was not under a COBRA continuation period and either the coverage was terminated as a



result of loss of eligibility or employer contributions toward the coverage were terminated.

g) The Group shall notify Presbyterian of any enrolled employee or Dependent who, for any reason, ceases to be eligible for enrollment in Presbyterian under the terms of this Agreement and the Presbyterian Group Subscriber Agreement, and shall collect from the enrollee, the enrollee's Presbyterian ID card. The notification shall be made by the Group to Presbyterian in writing within thirty (30) days of the date such employee or Dependent loses eligibility. In the event the Group fails to notify Presbyterian within this thirty (30)-day period, and the employee or Dependent obtains benefits or services through Presbyterian after the requested date of termination of coverage, Presbyterian shall be entitled to recover from the Group premium payment at the prevailing Rates stated in this Agreement or subsequent renewal action(s), for all subsequent months through the end of the month in which the employee or Dependent last obtained benefits or services through Presbyterian.

#### 5. Eligibility and Effective Date:

- a) The Presbyterian Group Subscriber Agreement sets forth Presbyterian's eligibility requirements and effective dates of Presbyterian enrollment for Group employees, and their Dependents. Presbyterian shall not expel or refuse to enroll or re-enroll any person because of such person's health status, requirements for health care services, age, race, gender, or sexual orientation.
- **b)** The Group's waiting period is outlined in the Group's original information paperwork or amended in writing during subsequent renewals or as approved by Presbyterian.
- c) In order to address situations where employees reside and work outside of the service area, Presbyterian may offer side-by-side products to enroll employees anywhere in the United States once approved by Presbyterian.
- **6. Effective Date:** This Agreement shall become effective as of the Effective Date specified in the signature page and shall continue for twelve months after the Effective Date.

This Agreement shall be guaranteed renewable, subject to the provisions of Paragraph 7 below. However, this Agreement may be modified based on the size of the Group upon renewal. Presbyterian shall notify the Group at least sixty (60) days prior to the renewal date of this Agreement of the Rates and terms and conditions of the renewal.

#### 7. Termination:

- a) The Group may terminate this Agreement at any time by giving Presbyterian thirty (30) days advance notice in writing. Such termination shall become effective only as of the last day of any month. If the Group does not specify such a day as the proposed date of termination, such termination shall nonetheless become effective only as of the later of (1) the last day of the month specified, or (2) the last day of the earliest month in which termination could be effected in compliance with the thirty (30)-day minimum notice requirement of this Subparagraph. In the event the Group fails to give Presbyterian at least thirty (30) days advance written notice of termination, the Group shall pay to Presbyterian, in addition to other damages to which Presbyterian may be entitled, all prepayment amounts that would be payable under this Agreement for the period extending until the last day of the earliest month in which termination would have been effective had the Group complied with the minimum advance notice requirements of this Subparagraph.
- b) In the event that the Group has fewer than two employees eligible for Presbyterian coverage, or participation requirements specified in Subparagraph 4(b) are not met, or the Group may not be in compliance with the provisions of the plan or this Agreement, Presbyterian may terminate this Agreement by giving the Group



thirty (30) days advance notice in writing. Any such termination shall become effective only as of the last day of any month, and the effective date of such termination shall be specified by Presbyterian in the written notice required by this Subparagraph. No such notice shall be required for non-payment. See Subparagraph (e) of this Paragraph.

- c) In the event that the Group ceases to be a viable business entity operating within the scope of its license and charter for reasons including, but not limited to, closing the business, bankruptcy, or insolvency, Presbyterian may terminate this Agreement by giving the Group thirty (30) days advance notice in writing.
- d) In the event Presbyterian terminates this Agreement as provided in Subparagraphs (b) or (c) or (f) of this Paragraph 7, the Group shall provide promptly, within five (5) days of receipt of Presbyterian's notice of termination, to each enrollee by hand delivery, by mail or by electronic notice to the enrollees. Termination of this Agreement by Presbyterian shall not become effective sooner than thirty (30) days after the date notice is sent to the employer
- e) In the event the Group fails to make the prepayment required under this Agreement (inclusive of any applicable late fees or charges) within fifteen days of the notification that the payment is due, Presbyterian will by written notice terminate this Agreement on the 30th day of notification of non-payment and termination will be effective as of the last date of payment. Non-payment shall be considered a voluntary termination by the Group.
- f) In the event an individual enrollee has knowingly given false material information in connection with the enrollment of the Group, Presbyterian may terminate the Group retroactively effective as of the original Effective Date. Each Group employee shall be responsible for payment for all services rendered hereunder as of the effective date of such termination and shall reimburse Presbyterian for all such payments at reasonable charges made by Presbyterian on behalf of the employee or any of employee's Dependent.
- g) Presbyterian may terminate individual enrollees of Presbyterian as provided in the Presbyterian Group Subscriber Agreement.

#### 8. Renewability

- **a)** Except as provided in Subsection B of this section, a health benefit plan subject to the Small Group Rate and Renewability Act shall be renewable to all eligible employees and dependents at the option of the Group, except for the following reasons:
  - 1) nonpayment of required premiums;
- 2) fraud or misrepresentation of the Group, or with respect to coverage of an insured individual, fraud or misrepresentation by the insured individual or that individual's representative;
  - 3) noncompliance with plan provisions;
- 4) the number of individuals covered under the plan is less than the number or percentage of eligible individuals required by percentage requirements under the plan; or
- 5) the Group is no longer actively engaged in the business in which it was engaged on the effective date of the plan.

Eligibility classifications may not be changed if any individual is eliminated, due to the change, who was insured immediately prior to the change without first receiving the approval of the Superintendent of Insurance.

b) Presbyterian may cease to renew all plans under a class of business. Presbyterian shall provide notice to all affected health benefit plans and to the Superintendent of Insurance in each state in which an affected insured



individual is known to reside at least ninety days (90) prior to termination of coverage. Presbyterian exercises its right to cease to renew all plans in a class of business but will not:

- 1) establish a new class of business for a period of five years after the nonrenewal of the plans without prior approval of the Superintendent of Insurance; or
- 2) transfer or otherwise provide coverage to any of the employers from the nonrenewed class of business unless the insurer offers to transfer or provide coverage to all affected employers and eligible employees and dependents without regard to case characteristics, claim experience, health status or duration of coverage.
- c) Presbyterian will not change eligibility classifications upon renewal or replacement within twelve months of its termination of its own coverage if the change in classification eliminates from coverage any individual who was insured previous to the change and would have continued to be insured if the change in eligibility had not occurred.

#### 9. Continuation:

- a) Enrollees shall have the option to continue coverage with Presbyterian.
  - 1) If applicable, enrollees may elect to continue Group coverage for a period of six months upon termination of employment with the Group or due to a reduction of hours by the Group which results in a loss of coverage for the enrollee; or
  - 2) If applicable, enrollees may elect continuation of coverage under the Consolidated Omnibus Reconciliation Act (COBRA) of 1985, as amended;
  - 3) Continuation of coverage shall be provided regardless of the enrollee's health status. In the event this Agreement is terminated, coverage for enrollees who have opted for Continuation of Coverage under this Agreement shall also terminate.
- b) The Group shall be solely responsible for identifying persons entitled to continuation benefits, for providing all notices required to be provided in connection with the availability of such benefits, for billing and collecting any payments or premiums required by the Group in connection with such benefits, and for otherwise administering all facets of its continuation program. The parties agree that Presbyterian is not a Plan Administrator as that term is used in federal laws governing the provision of continuation benefits. Persons availing themselves of Group continuation benefits through enrollment in Presbyterian shall be considered and treated by Presbyterian as employees of the Group. Presbyterian shall assume no obligation with respect to such persons that is different from or in addition to its obligation to existing Group employees.
- c) At the sole discretion of Presbyterian, Presbyterian may allow the Group to reinstate terminated enrollees within four (4) months of termination for those enrollees who have timely elected to receive continuation benefits. The Group shall remit all past due prepayment when billed by Presbyterian. Proof of timely election for continuation benefits will be required on reinstatements requested after the expiration of this four-month period. Presbyterian, upon request, will segregate all enrollees receiving continuation benefits into one billing category.
- **10. Conversion:** If an enrollee ceases to be eligible for coverage through the Group and is no longer eligible for continuation benefits, the enrollee may apply for conversion coverage through a separate non-group membership agreement as provided in the Presbyterian Group Subscriber Agreement. The Group shall not incur any expense for or on behalf of an enrollee who has exercised enrollee's conversion rights. In the event that the Group's coverage is terminated, non-group membership will not be available.
- **11. Verification of Health Coverage (Certificates):** Presbyterian agrees to provide verification of health coverage to all enrollees of the Group whose enrollment in Presbyterian terminates for any reason upon request of the terminated member. Presbyterian shall prepare and deliver the Certificates in compliance with all applicable



requirements of state and federal law. The Group agrees to provide Presbyterian, upon request, with all information necessary to complete the Certificates.

- 12. Information Necessary for Administration of Agreement: The Group shall provide Presbyterian with such information as Presbyterian may reasonably require for the administration of this Agreement. Presbyterian shall be entitled to rely upon information provided by the Group regarding the enrollment or termination of enrollment, eligibility, or loss of eligibility, of any Group employee, or Dependent. Presbyterian at its sole discretion may affect retroactive corrections of purely clerical errors made by the Group, but nothing herein shall require it to do so or constitute a waiver of Presbyterian's right to refuse to do so.
- 13. Complete Agreement and Modification: The complete terms and conditions of the Agreement between Presbyterian and the Group shall consist of this Agreement and exhibits, the Group Subscriber Agreement, the Rate Sheet and the Group's application. Except as provided in Paragraph 18 of this Agreement, no change, amendment or alterations hereto shall become effective unless in writing, signed by both parties.
- **14. Assignment:** This Agreement shall not be assigned, delegated or transferred, in whole or in part, by the Group without the written consent of Presbyterian. Presbyterian may assign, delegate or transfer in whole or in part, this Agreement without the consent of Group.
- **15. Applicable Law:** This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Mexico.
- **16. Internal Revenue Bulletin:** 2011-2 issued on January 10, 2011 under Notice 2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans:

Section 10101(d) of the Affordable Care Act adds § 2716 which references the substantive nondiscrimination requirements of § 105(h) of the Internal Revenue Code. Plan sponsors, who include employers, are solely responsible for complying with these rules. Employers or plan sponsors may not establish eligibility rules that favor highly compensated employees. An insured group health plan that fails to comply with these rules may be subject to: (1) an excise tax that generally applies for a plan failing to comply with the requirements (2) civil money penalties or (3) a civil action for employers. Employers or plan sponsors should consult their legal counsel to seek advice on the above requirements for non-discrimination as it relates to their choice of health care coverage.

- **17. Notices:** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be mailed or hand-delivered to the persons at the addresses listed on the cover of this Agreement.
- **18. Group Reinstatement:** A reinstatement may be requested by Group within 10 days of receiving their termination letter and will be considered provided there has not been more than one payment returned or one collection letter in the last twelve months. A request can be made to escalate the reinstatement request for management review.
- 19. Dispute Resolution: Representatives of the parties will meet, at the request of either party, in an attempt to resolve any controversy or claim (a "Dispute") relating to this Agreement. If the Dispute is not resolved within five days after the representatives meet to resolve the Dispute, the parties shall select a mediator (the "Mediator') to resolve the Dispute through non-binding mediation. Both parties agree to cooperate with the Mediator in an effort to resolve the Dispute. If the Dispute is not resolved through either negotiation or mediation within 45 days after the Dispute is first identified, either party may exercise any rights available to the party to resolve the Dispute.



- **20.** Amendment: This Agreement complies with the requirements of the Patient Protection and Affordable Care Act ("PPACA"), as amended, and the parties hereby agree that any requirements or other provisions expressly required by PPACA are hereby incorporated by reference. Upon the enactment of any law or regulation affecting PPACA, or the publication of any court decision relating to any such law, or the publication of any interpretive policy, opinion or guidance of any governmental agency charged with the enforcement of any such law or regulation, Presbyterian may, by written notice to the Group, amend this Agreement to comply with such law or regulation by providing 30 days written notice to the Group. Such amendment shall be binding upon Presbyterian and the Group at the end of the thirty-day period and shall not require the consent of the Group unless (a) the Group provides Presbyterian with notice of objection within the 30-day period; (b) the change has a material adverse economic effect upon the Group as reasonably determined by the Group; (c) such change is not made in order to comply with state or federal law; and (d)the Group delivers written notice to Presbyterian during such 30-day period terminating the Agreement pursuant to Subparagraph 7(a).
- 21. No Surprises Act: Presbyterian agrees to provide the information necessary to satisfy the No Surprises Act and New Mexico Surprise Billing Protection Act requirement of health plans to disclose balance billing prohibitions and network and cost-sharing information to enrollees in accordance with Sec. 2715A of the Public Health Service Act, Sec. 720(c) of ERISA, New Mexico Insurance Code §59A-57A, and Sec. 9820(c) of the Internal Revenue Code, as applicable.
- 22. Agreement and Renewal: Issuance of this Agreement and the rates herein does not guarantee coverage or renewal of coverage and Presbyterian reserves the right to modify rates based upon changes in the demographics and Group size. Coverage shall begin as of the "Effective Date". This Agreement may be automatically renewed without the signing of another Agreement and renewal of coverage with substantially similar terms and conditions is guaranteed renewable provided (i) the Group informs Presbyterian of its intention to renew; and (ii) Presbyterian receives upon request, all information needed for Business Verification and Participation Verification, including but not limited to a SUTA (State Unemployment Taxes) or current Tax filing, a list of all employees on company letterhead if not part of the SUTA, and valid Waivers for any employees not enrolling ("Documents").

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Presbyterian complies with civil rights laws and does not discriminate on the basis of protected status including but not limited to race, color, national origin, age, disability, or sexual orientation or gender expression. If you need language assistance, services are available at no cost. Call (505) 923-5420, 1-855-592-7737 (TTY: 711).

ATENCIÓN: Si usted prefiere hablar en español, están a su disposición servicios gratuitos de ayuda lingüística. Llame al (505) 923-5420, 1-855-592-7737 (TTY: 711).

Díí baa akó nínízin: Díí saad bee yánítti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, kojj' hódíílnih (505) 923-5420, 1-855-592-7737 (TTY: 711).

For more information, visit https://www.phs.org/pages/nondiscrimination.aspx.

Notos



P.O. Box 27489 Albuquerque, NM 87125-7489 www.phs.org

Sales Consultants: (505) 923-5807 Customer Service: (505) 923-5678

1-800-356-2219

TTY: 711

Presbyterian exists to improve the health of the patients, members and communities we serve.