

## NEW GROUP APPLICATION & MASTER GROUP CONTRACT

**PHP Standard New Business Lead-time on all Large Group Enrollment Packets is 30 Days  
If HRA is to be administered, PHP requires a 60 Day Lead-time to implement a new internal HRA**

### **New Group Application & Master Group Contract - Completed and Signed**

### **Enrollment Forms Completed & Signed**

#### **Documentation:**

MESC/Current UIA 1028 (Quarterly Wage Detail Report) or current payroll with proof of Federal Identification Number

C-Corporation & S-Corporation provide: IRS Form 1120

Partnership/LLC provide: IRS Form 1065

Sole Proprietorship provide: IRS Form 1040

Copy of W4 and most recent pay stub for all Employees not listed on UIA 1028

### **Previous Detailed Carrier Bill**

### **HRA/HSA/FSA Attestation if applicable**

### **New Business Group Size Determination Form**

**Submit First Payment:** Payments can be submitted by mailing a check or electronic ACH payment. Please submit the first month's premium payment and indicate the Group Number on the check or note section of the ACH payment.

Mailed payments should include the group number and be submitted to:

#### **HMO Policy Payments**

Physicians Health Plan - HMO  
PO Box 776180  
Chicago, IL 60677-6180

#### **PPO Policy Payments**

Physicians Health Plan - PPO  
PO Box 776178  
Chicago, IL 60677-6178

ACH payments should note the group number and be submitted to:

#### **HMO Policy Payments**

Physicians Health Plan  
PNC Bank  
Account # 4116430588  
Routing # 041000124

#### **PPO Policy Payments**

PHP Insurance Company  
PNC Bank  
Account # 4116430553  
Routing # 041000124



## LARGE GROUP APPLICATION

Employer Federal Tax ID

Requested Effective Date

### Basic Company Information

Group Name: (as listed on Policy)				Name of CEO/Decision Maker:			
Group Physical Address:				SIC Code:	CEO Email:		CEO Direct Phone:
Street	City	State	Zip				
Office Phone:				Office Fax:	County:		
Name of Group Administrator [GA]:				GA Email:		GA Direct Phone:	
Previous Carrier: N/A: Carrier Name:							
Company Legal Status:		S-Corporation	Partnership/LLC	Sole Proprietorship	C-Corporation	Nonprofit	Other: _____

### Billing Contact Information

Billing Contact Name:				Billing Contact Email:			
Mailing Address: (if different from Physical Address)				Billing Contact Direct Phone:		Additional Contact Information:	
Street	City	State	Zip				

### HRA/HSA Contact Information

HRA/HSA Contact Name:				HRA/HSA Contact Phone:			
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### Employer Premium Contribution / Deductible Rollover

Employer Premium Contribution:	_____ %	or	\$ _____	Deductible Rollover?:	NO	YES
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### Eligibility / Participation

<b>Number of Full Time Equivalent Employees</b> <small>(including those who may not be eligible for coverage)</small>	<b>Total Number of Enrolling Employees</b>	<b>Total Number of Waiving Employees</b>
# _____	# _____	Total Number of Waiving Employees: # _____
<b>Dependent Age 26 Coverage Termination Effective:</b> (Select One)		k Waiving due to Coverage Elsewhere: # _____
End of Birth Month:	End of Calendar Year:	Reason: Waiving due to Other Reason: # _____

### Enrollment Eligibility Criteria

Eligible for Coverage:	Excluded: (Check all that apply)
<u>Active Employees:</u> Employee working a minimum of _____ hrs per week Other: _____	Part-time Temporary Seasonal Other: _____
<u>Retirees:</u> (not to exceed 10% of the active enrolled population)	



## LARGE GROUP APPLICATION

Employer Federal Tax ID

Requested Effective Date

### Enrollment Eligibility Criteria cont.

<b>New Hire Waiting Period:</b> (NOT to exceed 90 days from date of hire)	<b>Return to Work Policy:</b> (NOT to exceed 90 days from date of hire)
Date of Hire 1st of the month following Date of Hire First of the Month following selected waiting period: (select one) 30 Days:            60 Days: Date of Completion of selected waiting period: (select one) 30 Days:            60 Days:            90 Days:	Date of Return 1st of the month following Date of Return First of the Month following selected waiting period: (select one) 30 Days:            60 Days: Date of Completion of selected waiting period: (select one) 30 Days:            60 Days:            90 Days:
<b>Effective Date for Status Change:</b> (NOT to exceed 90 days from date of hire)	<b>Termination of Policy:</b>
Date of Change Number of Days following Date of Change 30 Days:            60 Days:	Date of Termination Last day of Termination Month

The enrolling Group understands and agrees that if it signs this page and this application is accepted in writing by PHP, the Enrolling Group will be considered a Policyholder, and will be bound by the terms of the Master Group Contract, the provisions of PHP and the provisions of this application. The Enrolling Group acknowledges that these documents constitute the entire agreement between PHP, and the Enrolling Group, and supersede all prior or contemporaneous negotiations, representations, or agreements (whether written or oral) between the parties. PHP may, at its discretion, request supplemental information from any individual or company, including but not limited to information service agencies, medical or credit information bureaus.

The Enrolling Group certifies that the information contained in this application is accurate and agrees that issuance of coverage is based on this application, which shall become a part of the Policy. Any material omissions, misrepresentations or misstatements in the information requested on this form can result in voiding or reformation of insurance.

By signing this page and submitting this application the Enrolling Group acknowledges and agrees to all of the terms and conditions of this application, and all of the terms and provisions of the Master Group Contract, as amended from time-to-time. Coverage will not become effective unless this application is accepted in writing by PHP.

_____ Agent/Producer Name	_____ Agency Name
_____ Group Administrator Printed Name	_____ Group Administrator Signature
_____ Group Administrator Title	_____ Date





## NEW BUSINESS GROUP SIZE DETERMINATION FORM

<b>Group Name:</b> _____ <b>Requested Effective Date:</b> _____
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The full-time and full-time equivalent employees calculation is used to determine Employer size under the ACA

**To determine your Group size:**

- **Full-time Employee:** defined as employees who are employed on average at least 30 hours of service per week
- **Part-time Employee:** defined as employees whom do not exceed 120 hours of service per month
- **Full-time Equivalent:** determined by calculating the aggregate number of hours of service for that calendar month for employees who were not full-time employees, then dividing that number by 120
- Calculate the average number of full-time employees during the preceding calendar year, add this number to line 1 of chart below. Calculate the number of full-time equivalent employees, add that number to line 2 of chart below. Line 3 should reflect the sum of lines 1 & 2
- Knowing how many full-time and full-time equivalents you have is important. You should seek legal advice if you need assistance with this calculation

Number of full-time employees	
Number of full-time equivalent employees	
<b>Total</b> number of full-time <b>and</b> full-time equivalent employees	

\_\_\_\_\_  
Group Administrator Printed Name and Title

\_\_\_\_\_  
Group Administrator Signature

\_\_\_\_\_  
Date



## MASTER GROUP CONTRACT

PHYSICIANS HEALTH PLAN - PHP INSURANCE COMPANY

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The effective date of this Contract is 12:01 a.m. Eastern Time on the Group's policy Effective Date.

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### Group Contract

This MASTER GROUP CONTRACT is entered into by and between ENROLLING GROUP, and PHYSICIANS HEALTH PLAN (HMO) or PHP INSURANCE COMPANY (PPO) (Collectively referred to as PHP), on the date stated on the Group Application (herein referred to as the Effective Date); and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination of this Contract as provided herein.

The pronouns "we," "us," and "our" are used in this document to reference PHP.

Upon receipt of the Enrolling Group's signed application and payment of the required Policy Charges, this Contract is deemed executed and will be a binding agreement between the Enrolling Group and us.

PHP agrees to provide Benefits for Covered Health Services set forth in this Contract, including the Certificate of Coverage, subject to the terms, conditions, exclusions, and limitations defined in this Contract and associated documents. By way of reference, the Enrolling Group's application is incorporated and part of this Contract.

This Contract replaces and overrules any previous agreements relating to Benefits for Covered Health Services between the Enrolling Group and us. The terms and conditions of this Contract shall, in turn, be overruled by those of any subsequent agreements relating to Benefits for Covered Health Services between the Enrolling Group and us. This Contract was formerly referred to as the Master Group Policy and any references in related documents to the Master Group Policy will mean this Contract.

PHP shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of Benefits under the Enrolling Group's benefit plan. PHP shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

When this Contract is terminated, as described in Section V, this Contract and all Benefits under this Contract will end at 12:00 midnight on the date of termination.

## **SECTION I: GLOSSARY OF DEFINED TERMS**

**1.1** The terms used in this Contract have the same meaning as given to those terms in the Certificate of Coverage, Section: Defined Terms, and are here incorporated in.

## **SECTION II: BENEFITS**

**2.1** Subscribers and their Enrolled Dependents are entitled to Benefits for Covered Health Services subject to the terms, conditions, limitations, and exclusions set forth in the Certificate of Coverage included in this Contract. The Certificate of Coverage describes the Covered Health Services, including any optional Riders and Amendments, required Co-payments, Coinsurance and Deductibles, and the terms, conditions, limitations, and exclusions related to coverage.

## **SECTION III: PREMIUMS RATES AND CONTRACT CHANGES**

**3.1 Premiums** - The monthly rate required for each subscriber or Covered Persons are specified in the Signed Final Rates for the contract year. PHP reserves the right to change the schedule of rates for Premiums, after a 31-day prior written notice on the anniversary of the effective date of this Contract.

**3.2 Computation of Policy Charge** - The Policy Charge will be calculated based on the number of Subscribers or Covered Persons in each coverage classification that PHP shows in our records at the time of calculation. The Policy Charge will be calculated using the Premium rates in effect at that time. A full calendar month's Premiums shall be charged for Covered Persons whose effective date of coverage falls on or before the 15th of that calendar month. No Premiums shall be charged for Covered Persons whose effective date of coverage falls after the 15th of that calendar month. A full calendar month's Premiums shall be charged for Covered Persons whose coverage is terminated after the 15th of that calendar month. No Premiums shall be charged for Covered Persons whose coverage is terminated on or before the 15th of that calendar month.

**3.3 Adjustments to the Policy Charge** - PHP may make retroactive adjustments for any additions or terminations of Covered Persons or changes in coverage classification that are not reflected in our records at the time PHP calculates the Policy Charge. PHP may grant retroactive credit for any change occurring more than 60 days prior to the date PHP received notification of the change from the Enrolling Group. PHP may grant retroactive credit for any calendar month in which a Covered Persons has received Benefits.

The Enrolling Group must notify us in writing within 31 days of the effective date of enrollments, terminations, or other changes. The Enrolling Group must notify us in writing each month of any change in the coverage classification for any Covered Persons. The Enrolling Group's failure to provide such notification may limit the Enrolling Group's premium refund, if applicable. When the Enrolling Group notifies us of a Covered Person's loss of eligibility, the Enrolling Group acknowledges that it has informed such Covered Persons of his or her loss of eligibility at the time that such loss occurred. Subject to any limitations noted above, PHP may grant retroactive adjustments for enrollment changes that are effective more than 31 days before PHP received notification of the change if the Enrolling Group certifies to us that the Enrolling Group notified the affected Covered Persons at the time of loss of eligibility.

If premium taxes, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to Premium are either imposed or increased, those charges shall be automatically added to the Premium. In addition, any change in law or regulation that significantly affects our cost of operation shall result in an increase in Premium, in an amount PHP determines.

**3.4 Payment of the Policy Charge** - The Policy Charge is payable in advance by the Enrolling Group to us on a monthly basis. The first Policy Charge is due and payable on the effective date of this Contract. Subsequent Policy Charges are due and payable no later than the first day of each month thereafter that this Contract is in effect. A late payment charge can be assessed for any Policy Charge not received within 10 calendar days following the due date. A service charge will be assessed for any non-sufficient-fund check received in payment of the Policy Charge. All Policy Charge payments shall be accompanied by supporting documentation that states the names of the Covered Persons for whom payment is made.

The Enrolling Group is solely responsible for timely payment of the Policy Charge. The Enrolling Group shall reimburse us for attorney's fees and any other costs related to collecting delinquent Policy Charges.

**3.5 Grace Period** - A grace period of 31 days from the due date shall be granted for the payment of any Policy Charge, during which time this Contract shall continue in force. The grace period will not extend beyond the date this Contract terminates. The Enrolling Group is liable for payment of the Policy Charge during the grace period. If PHP receives written notice from the Enrolling Group to terminate the Contract during the grace period, PHP will adjust the Policy Charge so that it applies only to the number of days the Contract was in force during the grace period. Enrolling Group will be liable to pay the adjusted Policy Charge within 10 calendar days following the date of notice from us of the adjusted amount. If the Policy Charge is still unpaid on the date the grace period expires, this Contract shall terminate retroactively to the last paid date. All claims for dates of service after the last paid date will be denied for nonpayment of premiums.

**3.6 Reinstatement** - If the required premium is received after the expiration of the 31-day grace period, the Enrolling Group will have to complete an application for reinstatement if the Enrolling Group wants to reinstate coverage. Our acceptance of this late premium payment will be conditional, subject to our approval of the Enrolling Group's application for reinstatement. PHP will notify the Enrolling Group in writing as to whether PHP approved the application for reinstatement within 10 days following our conditional receipt of the late premium payment and the application for reinstatement. If the application is denied, then the conditional premium payment will be returned. If the application is approved, then the Enrolling Group's Contract will be reinstated. Any Contract that is successfully reinstated will cover only those claims incurred on or after the date of reinstatement. In all other respects, we both will have the same rights under the reinstated Contract as we both had immediately before the due date of the defaulted premium, subject to any other provisions contained in this Contract related to reinstatements. Any premiums accepted in connection with reinstatement will be applied to a period for which premiums have not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

**3.7 Annual Renewal Rate Sheet** - Each year and before the renewal date of this agreement PHP will send a Renewal Rate Sheet to the Employer Group. While this contract remains in effect all subsequent Renewal Rate Sheets and all languages of the Renewal Rate Sheets shall be incorporated into this Contract.

#### **SECTION IV: ENROLLMENT AND ELIGIBILITY**

**4.1 Initial Enrollment Period** - Eligible Persons and their Dependents may enroll for coverage under this Contract during the Initial Enrollment Period. The Initial Enrollment Period is the period of time agreed to by the Enrolling Group and PHP.

**4.2 Open Enrollment Period** - The Enrolling Group shall provide an Open Enrollment Period of a minimum of 30 days unless the parties agree to a different time period, during which Eligible Persons may enroll for coverage. The Open Enrollment Period shall be provided on an annual basis.

**4.3 Eligibility Conditions** - The eligibility conditions are governed by controlling laws referenced in this Contract as well as those specified in the Certificate of Coverage.

**4.4 Effective Date of Coverage** - Coverage for properly enrolled Eligible Persons and their Dependents shall begin on the effective date.

**4.5 Minimum Participation Requirement.** The minimum participation requirement is determined by applicable PHP policy, subject to the requirements of applicable law.

**4.6 Changes in Enrollment and Eligibility** - The Enrolling Group must notify us in writing within 31 days of the effective date of enrollments, terminations or other changes. Each month thereafter the Enrolling Group must notify PHP in writing of any change in the coverage classification for any Covered Persons.



## **SECTION V: CONTRACT TERMINATION**

**5.1 Conditions for Termination of This Entire Contract** - This Contract and all Benefits for Covered Health Services under this Contract shall automatically terminate on the earliest of the dates specified below:

- a. On the last day of the grace period, if the Policy Charge remains unpaid, this Contract shall terminate retroactively to the last paid date. All claims for dates of service after the last paid date will be denied for nonpayment of premiums.
- b. On a date specified by the Enrolling Group, after at least 31 days prior written notice to PHP.
- c. On a date PHP specifies, in a written notice to the Enrolling Group, because the Enrolling Group performed an act, practice, or omission that constituted fraud related to this Contract, or made an intentional misrepresentation of material fact related to this Contract. In this case, PHP has the right to rescind this Contract back to the effective date or to terminate this Contract retroactively to some other date. For purposes of this paragraph, fraud and intentional misrepresentation of material fact include the failure to notify us if the Enrolling Group no longer employs two or more eligible persons.
- d. On the date PHP specifies, after at least 90 days prior written notice to the Enrolling Group, that this Contract shall be terminated because PHP will no longer issue this particular type of group health benefit plan within the applicable market.
- e. On the date PHP specifies, in a written notice to the Enrolling Group, in the event Enrolling Group files a petition in bankruptcy, dissolves, ceases to exist, or is liquidated.
- f. On the date PHP specifies, after at least 180 days prior written notice to the applicable state authority and to the Enrolling Group, the Contract shall be terminated because PHP no longer issues any employer health benefit plan within the applicable market.
- g. On the date PHP specifies, in a written notice to the Enrolling Group, due to a material breach by the Enrolling Group of any term of this Contract.
- h. On the date PHP specifies, in a written notice to the Enrolling Group, that this Contract shall be terminated due to the Enrolling Group's violation of participation and/or contribution rules.

In the event of a rescission, which is a retroactive cancellation of coverage, PHP may refund any Premiums received from Enrolling Group for the period in which coverage was rescinded. PHP will not pay any Benefits for Covered Health Services rendered during the period in which coverage was rescinded. The Enrolling Group or Covered Persons shall instead be responsible for 100% of the cost of any Benefits for Covered Health Services rendered during such period.

In the event of a rescission, which is a retroactive cancellation of coverage, PHP may refund any Premiums received from Enrolling Group for the period in which coverage was rescinded. PHP will not pay any Benefits for Covered Health Services rendered during the period in which coverage was rescinded. The Enrolling Group or Covered Persons shall instead be responsible for 100% of the cost of any Benefits for Covered Health Services rendered during such period.

**5.2 Payment and Reimbursement Upon Termination** - Upon any termination of this Contract for any reason other than nonpayment of premiums or rescission, the Enrolling Group shall be and shall remain liable to us for the payment of any and all Premiums which are unpaid at the time of termination, which may include a pro-rata fee for any period this Contract was in force during the grace period preceding the termination. Upon termination of this Contract for nonpayment of premiums, this Contract shall be terminated retroactive to the last paid date. All claims for all dates of service after the last paid date will be denied for nonpayment of premiums.

## **SECTION VI: GENERAL PROVISIONS**

**6.1 Entire Contract** - This Contract, including the Certificate of Coverage, the application of the Enrolling Group, Signed Final Rates, Amendments, and Riders, which are incorporated into this Contract, shall constitute the entire agreement between Enrolling Group and us regarding Benefits.

**6.2 Dispute Resolution** - The parties acknowledge that because this Contract affects interstate commerce, the Federal Arbitration Act applies. If either Party wishes to seek review of any decision or dispute, the disputed party shall submit the decision or dispute to binding arbitration pursuant to the rules of the American Arbitration Association. This is the only right the Enrolling Group has for consideration of any decision or dispute that arises out of or is related to this Contract. The Enrolling Group will be responsible for all costs that it incurs related to any arbitration, including but not limited to filing fees and attorney fees. Arbitration fee(s) will be divided evenly between the parties. Any arbitration must take place in the county of Ingham in the state of Michigan.

The matter must be submitted to binding arbitration within one year of the date that the final decision was furnished to the Enrolling Group. The arbitrators shall have no power to award any punitive or exemplary damages or to vary or ignore the provisions of this Contract, and shall be bound by controlling law.

The decision of the arbitrators shall be final and binding on the parties, and judgment, including specific enrollment of the decision, shall be entered upon the decision in any court of proper jurisdiction.

**6.3 Time Limit on Certain Defenses** - After 3 years from the effective date of this Contract, no misstatements, except fraudulent misstatements, made by the Enrolling Group, a Subscriber, or a Dependent in the application for this Contract may be used to void this Contract or deny payment for Covered Health Services received after the expiration of this 3- year period.

**6.4 Amendments and Alterations** - Amendments to this Contract are effective 31 days after PHP sends written notice to the Enrolling Group. Riders are effective on the date PHP specifies. No change will be made to this Contract unless made by an Amendment or a Rider which is signed by one of our authorized executive officers. No agent has authority to change this Contract or to waive any of its provisions on behalf of PHP.

**6.5 Relationship Between Parties** - All parties are independent. The relationships between PHP and its Network providers, and relationships between PHP and Enrolling Groups, are solely contractual relationships. Network providers and Enrolling Groups are not agents or employees of PHP, nor is PHP, any of its employees or independent contractors agents or employees of either the Network providers or the Enrolling Groups.

The relationship between a Network provider and any Covered Person is that of provider and patient. The Network provider is solely responsible for the services provided by it to any Covered Person. The relationship between any Enrolling Group and any Covered Person is that of employer and employee, Dependent, or other coverage classification as defined in this Contract.

The Enrolling Group is responsible for enrollment and coverage classification changes (including termination of a Covered Person's coverage) and for the timely payment of the Policy Charge.

**6.6 Records** - The Enrolling Group shall furnish us with all information and proofs which PHP may reasonably require with regard to any matters pertaining to this Contract. PHP may at any reasonable time inspect all documents furnished to the Enrolling Group by an individual in connection with coverage, the Enrolling Group's payroll, and any other records pertinent to the coverage under this Contract.

By accepting Benefits under this Contract, each Covered Person authorizes and directs any person or institution that has provided services to them, to furnish us or our designees any and all information and records or copies of records relating to the services provided to the Covered Person. PHP has the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents.

We agree that such information and records will be considered confidential. PHP has the right to release any and all records concerning health care services that are necessary to implement and administer the terms of this Contract, for appropriate medical review or quality assessment, or as PHP is permitted or required by law or regulation.

During and after the term of this Contract, PHP and our related entities may use and transfer the information gathered under this Contract for research and analytic purposes.

**6.7 Administrative Services** - The services necessary to administer this Contract and the Benefits provided under it will be provided in accordance with our standard administrative procedures or those standard administrative procedures of our designee. If the Enrolling Group requests that such administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, the Enrolling Group shall pay for such services or reports at the then-current charges for such services or reports.

**6.8 ERISA** - When this Contract is purchased by the Enrolling Group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act (ERISA) 29 U.S.C. Article 1001 et seq., PHP must not be named as, and must not be or assume any responsibilities of, the Plan Administrator or the named fiduciary of the welfare plan, as those terms are used in ERISA.

**6.9 Examination of Covered Persons** - In the event of a question or dispute concerning Benefits for Covered Health Services, PHP may reasonably require that a Network Physician, acceptable to us, examine the Covered Person at our expense.

**6.10 Clerical Error** - Clerical error shall not deprive any individual of Benefits under this Contract or create a right to Benefits. Failure to report enrollments shall not result in retroactive coverage for Eligible Persons. Failure to report the termination of coverage shall not continue such coverage beyond the date it is scheduled to terminate according to the terms of this Contract. The Enrolling Group will be responsible for premiums due when the Enrolling Group fails to notify PHP in writing of termination of coverage. Upon discovery of a clerical error, a necessary and appropriate adjustment in Premiums may be made. However, PHP shall not grant any such adjustment in Premiums or coverage to the Enrolling Group for more than 60 days of coverage prior to the date PHP received notification of such clerical error. In addition, please note that state or federal law may restrict whether PHP can terminate coverage retroactively and adjust Premiums in a corresponding manner after the discovery of a clerical error.

**6.11 Workers' Compensation Not Affected** - Benefits provided under this Contract do not substitute for and do not affect the obligations Enrolling Group may have to obtain and provide for coverage under workers' compensation insurance.

**6.12 Conformity with Statutes** - Any provision(s) of this Contract that is in conflict with the requirements of state or federal statutes or regulations (of the jurisdiction in which this Contract is performed) is hereby amended to conform to the minimum requirements of such statutes and regulations.

**6.13 Notice** - When PHP provides written notice regarding the administration of this Contract to an authorized representative of the Enrolling Group, that notice is deemed notice to all affected Subscribers and their Enrolled Dependents. The Enrolling Group is responsible for giving notice to Covered Persons.

Any notice sent to us under this Contract shall be to:

**Physicians Health Plan**

1301 N. Hagadorn Rd., Ste. 1E, East Lansing, MI 48823

Any notice sent to the Enrolling Group shall be addressed to the address provided on the Group Application. Notice shall be deemed given as of the date of the postmark, if by U.S. Mail or on the date of receipt by personal delivery or commercial overnight courier.

**6.14 Continuation Coverage** - PHP agrees to provide Benefits under this Contract for those Covered Persons who are eligible to continue coverage under federal or state law, as described in Section 8: When Coverage Ends of the Certificate of Coverage. PHP will not provide any administrative duties with respect to the Enrolling Group's compliance with federal or state law. All duties of the plan sponsor or plan administrator, including but not limited to notification of COBRA and state law continuation rights, and billing and collection of Premium, remain the sole responsibility of the Enrolling Group.

**6.15 Certificate of Creditable Coverage Forms** - As required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PHP will produce Certificate of Creditable Coverage forms for Covered Persons who lose coverage under this Contract on or after the effective date of this Contract. The Enrolling Group agrees to provide us with all necessary eligibility and termination data. Certificate of Creditable Coverage forms will be based on eligibility and termination data that the Enrolling Group provides to our eligibility systems in accordance with our data specifications, and which is available in our eligibility systems as of the date the form is generated. The Certificate of Creditable Coverage forms will only include periods of coverage that PHP administers under this Contract.

**6.16 Place of Issuance** - PHP delivers this Contract in the State of Michigan. The Contract May be governed by the Department of Insurance and Financial Services, ERISA, Department of Labor, and or CMS. To the extent that state law applies, the laws of the Stateof Michigan are the laws that govern this Contract.

**6.17 No Assignment** - All rights of the Enrolling Group or Eligible Persons pertain only to theEnrolling Group or Eligible Persons and are not assignable or transferable. No provision in this Contract will prohibit us from engaging in a corporate reorganization, transfer of ownership, sale of assets, or merger, and such actions will not require permission from the Enrolling Group.

**6.18 Waiver** - PHP reserves the right to waive any default or breach of any provision of this Contract by Enrolling Group. Our waiver of any default or breach will not be deemed a waiverof any other default or breach and will not be a modification or amendment to this Contract. IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

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Master Group Contract