

# Business Enrollment Form - California 2023

## Instructions

The attached forms should be completed with the assistance of your authorized Broker or Cigna + Oscar Enrollment Guide. Please complete all necessary forms in their entirety. Please print in ink or type your responses and ensure that all areas requiring a signature and date are complete.

Completed enrollment application forms should be entered on the Cigna + Oscar enrollment portal ([business.hioscar.com](https://business.hioscar.com)) prior to your effective date. This can be completed by your Broker or an Cigna + Oscar Enrollment Guide.

## Requested Effective Date - 1st or 15th of any future month (mm/dd/yyyy)

## Required documents

Please complete the following documents to enroll with Cigna + Oscar. All application data and forms must be entered into the Cigna + Oscar enrollment portal at [business.hioscar.com](https://business.hioscar.com). Cigna + Oscar does not accept any paper forms by mail or fax.

### California 2023 Business Enrollment Form

This can be completed online in the Cigna + Oscar enrollment portal.

### California Employee Enrollment application(s)

One application should be completed for each enrolling employee or COBRA/Cal-COBRA recipient. These applications can be completed entirely online by employees - or completed on paper and then entered in the portal by the authorized Broker or GA.

### Employee waiver form(s)

One form is needed for each employee waiving or refusing coverage. Waivers may be completed online in the Cigna + Oscar enrollment portal.

### Payroll verification through appropriate tax documentation

DE9C is required for all enrolling groups, unless there are three (3) or more eligible enrolling employees. Documents submitted must include all enrolling employees. Additional tax documentation may be required based on group type (see Underwriting Guidelines for additional information).

### ACH Authorization Form

This is optional but highly encouraged to expedite member ID card delivery. ACH payments can be setup for automatic deduction on the first of every month or can be uploaded solely for an automatic first payment.

If the group wishes to pay the first premium via check, they must wait for approval and the first bill generation and delivery. The first premium check will then have to be mailed in along with the bill stub to the following address:

**Cigna + Oscar, Insured by Cigna Health and Life Insurance Company**  
P. O. Box 412803  
Boston, MA 02241-2803

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Section A: Business information											
Business name		Doing business as (if applicable)									
Business address (Not P.O. Box) line 1		Business address line 2									
City	State	ZIP code	County								
Mailing address (if different from address above)		Mailing address line 2									
City	State	ZIP code	County								
Federal Tax ID number	SIC code (optional)	Nature of business	State License number (optional)								
Business classification (choose one) <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">S Corp</td> <td style="text-align: center;">Non-Profit</td> <td style="text-align: center;">LLP</td> <td></td> </tr> <tr> <td style="text-align: center;">C Corp</td> <td style="text-align: center;">LLC</td> <td colspan="2" style="text-align: center;">Other (please explain):</td> </tr> </table>				S Corp	Non-Profit	LLP		C Corp	LLC	Other (please explain):	
S Corp	Non-Profit	LLP									
C Corp	LLC	Other (please explain):									
Was this business established within the last year? No      Yes      If yes, date business was established (mm/dd/yyyy):											
Section A.1: Business contacts (please include the person(s) responsible for managing the business's benefits and online accounts)											
First name		Last name	Job title								
Email		Phone	Ext.      Fax								
Is this person also the billing contact?		No	Yes								
Is their mailing address different then the business's address?		No	Yes → If yes, please complete the information below:								
Address		Address line 2									
City	State	ZIP code									
Additional business contact (optional)											
First name		Last name	Job title								
Email		Phone	Ext.      Fax								
Is this person also the billing contact?		No	Yes								
Is their mailing address different then the business's address?		No	Yes → If yes, please complete the information below:								
Address line 1		Address line 2									
City	State	ZIP code									

**Cigna + Oscar coverage is insured by Cigna Health and Life Insurance Company.**  
 Benefits administered by Oscar Health Administrators. Pharmacy benefits are provided by Express Scripts, Inc.

## Section A.2: Business affiliates

If the business has any affiliates that qualify as a single employer under subsection (b), (c), (m) or (o) of the Internal Revenue Code, Section 414, please complete the information below for each affiliated entity.

Legal name	Location (city and state)	Federal Tax ID number	Number of FTE	Employees enrolling

## Section A.3: Agent certification (to be completed by the appointed agent)

- I am not aware of any additional information not contained within this application that may have bearing on this group or any member's eligibility and, to the best of my knowledge, the information on the application is complete and accurate.
- I have explained to the client, in easy-to-understand language, the risk to the client of providing inaccurate information and that the client understood the explanation.
- I have not completed any of the information contained in the application except with the permission of the applicant and as noted by my initials and date on the application.
- I have not signed any of the applications for an employer representative or individual employee's application. If after submission of this application, I request any additions or changes to any information, I will do so only with the written consent of the applicant, and I authorize Cigna + Oscar to attribute such additions or changes to me.
- I have advised the employer that a failure to provide complete and accurate information may result in a loss of coverage retroactive to the effective date of coverage and that coverage shall not be effective until Cigna + Oscar reviews and approves the application and the employer receives a written notice from Cigna + Oscar.
- I am the appointed agent/broker and am receiving commissions for the submission of this client. No portion of my commission payments from Cigna + Oscar shall be paid to an agent/broker/producer not appointed/approved by Cigna + Oscar.
- I have advised the client not to terminate any existing coverage until receiving written notification from Cigna + Oscar that the coverage being applied for by this application is accepted.
- I understand that I, as a declarant, will fully state as true any material fact I know to be false, that I shall, in addition to any applicable penalties or remedies available under current law, be subject to a civil penalty of up to ten thousand dollars (\$10,000).

Name of writing agent /producer		Only for commission split; second agent / producer	
First name	Last name	First name	Last name
Agency name		Agency name	
Cigna + Oscar broker ID		Cigna + Oscar broker ID	
NPN (optional)		NPN (optional)	
Phone	Email	Phone	Email
Commission percentage (if splitting with a second broker):		Commission percentage (if splitting with a second broker):	
Signature X .....	Date (mm/dd/yyyy)	Signature X .....	Date (mm/dd/yyyy)

### Agent use only

General agency name

### General agency representatives

General agency representative name

Email

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**Section A.4: Prior carrier coverage (required)**

Please list all prior or existing group health insurance plans and their relevant information below:

Prior carrier name	Total replacement? (yes or no)	Start date (mm/dd/yyyy)	End date (mm/dd/yyyy)

**Section B: Eligibility and enrollment**

**Preferred effective date of coverage (mm/dd/yyyy)?**  
Must be the 1st or 15th of a future month.

Coverage offered to all eligible employees working an average of:                      20+ hours      30+ hours

Total number of full-time equivalent (FTE) employees<sup>1</sup> over the previous calendar year? (including employed owners/officers and part-time employees; excluding COBRA/Cal-COBRA)

Total number of employees	Total number of <u>eligible</u> employees <sup>3</sup>
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How many current employees will be enrolling? (excluding COBRA/Cal-COBRA members)

How many eligible employees will be submitting valid waivers?<sup>2</sup>

Is this business offering Cigna + Oscar alongside another carrier?                      No              Yes

→ If yes to the question above, which carrier?	→ How many employees are enrolling with them?
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Are your employees contributing to their premium?                      No              Yes

Do you offer Worker’s Compensation?                      No              Yes

Is the group currently subject to Cal-COBRA?  
(Employed 2-19 eligible employees on at least 50% of its working days in the previous calendar year; or if not in business during any part of the previous calendar year, then during the previous calendar quarter)                      No              Yes

Is the group currently subject to Federal COBRA?  
(Employed 20 or more total employees on at least 50% of the working days in the previous calendar year.)                      No              Yes

<sup>1</sup> The FTE employee counting method in 26 U.S.C. § 4980H(c)(2) must be utilized to determine group size for medical coverage. For more information, refer to Cigna + Oscar’s Underwriting Guidelines. <sup>2</sup> Valid waivers include: other group insurance, coverage under parent or spouse’s policy, Medicare, Medicaid, VA, individual coverage with APTC. <sup>3</sup> For a definition of eligible employee, please refer to Cigna + Oscar’s Underwriting Guidelines.

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## Section C: Medical coverage selection

Do you wish to offer coverage for infertility treatment benefits?  
(Note: selecting Yes will result in a higher premium.)

No

Yes

### Section C.1: Plan information

Select waiting period for new employees:

None	30 days from Date of Hire
First of the month following Date of Hire	60 days from Date of Hire
First of the month following one month (30 days) from Date of Hire	90 days from Date of Hire
First of the month following two months (60 days) from Date of Hire	

Choose the employer medical premium monthly contribution amount for employee's. If you contribute 100% of the premium, 100% of eligible employees must enroll:

\_\_\_\_\_ % or \$

Note: Employers are required to contribute to at least 50% of the employees premium.

Set the employer medical premium monthly contribution amount for dependents. If left blank, the employee contribution amount to the left will be applied to the subscriber's entire family:

\_\_\_\_\_ % or \$

Note: This section should only be filled out if you would like to contribute a different amount towards employee's dependents. Use same contribution type (% or \$).

Select up to 4 plans to offer (visit [hioscar.com/forms](https://hioscar.com/forms) for full plan details):

Cigna+Oscar LocalPlus Bronze \$1000	Cigna+Oscar LocalPlus Gold \$0
Cigna+Oscar LocalPlus Bronze \$3000	Cigna+Oscar LocalPlus Gold \$250
Cigna+Oscar LocalPlus Bronze \$5750 HSA	Cigna+Oscar LocalPlus Gold \$500
Cigna+Oscar LocalPlus Bronze \$6000	Cigna+Oscar LocalPlus Gold \$750
Cigna+Oscar LocalPlus Bronze \$6300	Cigna+Oscar LocalPlus Gold \$1350
Cigna+Oscar LocalPlus Bronze \$7250	
Cigna+Oscar LocalPlus Silver \$0	Cigna+Oscar LocalPlus Platinum \$0/\$20
Cigna+Oscar LocalPlus Silver \$1950	Cigna+Oscar LocalPlus Platinum \$0/\$10
Cigna+Oscar LocalPlus Silver \$2500	Cigna+Oscar LocalPlus Platinum \$250
Cigna+Oscar LocalPlus Silver \$2600	Cigna+Oscar LocalPlus Platinum \$500
Cigna+Oscar LocalPlus Silver \$3000 HSA	

Cigna+Oscar Open Access Plus Bronze \$1000	Cigna+Oscar Open Access Plus Gold \$0
Cigna+Oscar Open Access Plus Bronze \$3000	Cigna+Oscar Open Access Plus Gold \$250
Cigna+Oscar Open Access Plus Bronze \$5750 HSA	Cigna+Oscar Open Access Plus Gold \$500
Cigna+Oscar Open Access Plus Bronze \$6000	Cigna+Oscar Open Access Plus Gold \$750
Cigna+Oscar Open Access Plus Bronze \$6300	Cigna+Oscar Open Access Plus Gold \$1350
Cigna+Oscar Open Access Plus Bronze \$7250	
Cigna+Oscar Open Access Plus Silver \$0	Cigna+Oscar Open Access Plus Platinum \$0/\$20
Cigna+Oscar Open Access Plus Silver \$1950	Cigna+Oscar Open Access Plus Platinum \$0/\$10
Cigna+Oscar Open Access Plus Silver \$2500	Cigna+Oscar Open Access Plus Platinum \$250
Cigna+Oscar Open Access Plus Silver \$2600	Cigna+Oscar Open Access Plus Platinum \$500
Cigna+Oscar Open Access Plus Silver \$3000 HSA	

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## Section D: General agreement

Please read this section carefully before signing the application:

We apply to obtain the coverage designated herein. To the best of our knowledge and belief, all information on this application is true and complete, and Cigna + Oscar Health Plan of California ("Cigna + Oscar") may rely on this application in deciding whether to provide coverage. If the application is not complete, Cigna + Oscar reserves the right to reject it and notify us in writing. We understand and agree that no coverage will be effective before the date determined by Cigna + Oscar, and that such coverage will be effective only if we have paid our first month's premium and this application is accepted. We further understand and agree that we should keep prior coverage in force until notified of acceptance in writing by Cigna + Oscar and that no agent has the right to accept this application or bind coverage. In addition, the Brokers named on this application are hereby authorized to process any enrollment transactions for the company's Cigna + Oscar coverage upon direction from the authorized group representative (including, but not limited to, member enrollment, member terminations, member address changes, group contact changes, group address changes, plan renewal changes, and group contract terminations). This authorization shall be effective immediately and we agree that the company will be bound by the actions performed by the herein-named Broker pursuant to the signature below. Additionally, we acknowledge that we must notify Cigna + Oscar in writing to void this agreement in the event of a change in the company's Broker of Record. We understand that if we have committed fraud or made any intentional misrepresentation of material fact in conjunction with this application, within the first 24 months of issuance of coverage, Cigna + Oscar may cancel coverage; adjust premium amounts; or, following notice, rescind the contract.

### Binding Arbitration

All disputes including but not limited to disputes relating to the delivery of services under the agreement or any other issues related to the agreement and claims of medical malpractice must be resolved by binding arbitration (with the sole exception of Adverse Benefit Determinations, as defined in Section 147.136 of Title 45 of the Code of Federal Regulation), if the amount in dispute exceeds the jurisdictional limit of small claims court and the dispute can be submitted to binding arbitration under applicable federal and state law, including but not limited to, the patient protection and affordable care act. It is understood that any dispute including disputes relating to the delivery of services under the agreement or any other issues related to the agreement, including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered will be determined by submission to arbitration as permitted and provided by federal and California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. You and Cigna agree to be bound by this arbitration provision and acknowledge that the right to a jury trial or to participate in a class action is waived for both disputes relating to the delivery of service under the agreement or any other issues related to the agreement and medical malpractice claims.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this BINDING ARBITRATION section. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, State law governing agreements to arbitrate shall apply. The arbitration findings will be final and binding except to the extent that State or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the Member making a written demand on Us. The arbitration will be conducted by a single neutral arbitrator from Judicial Arbitration and Mediation Services ("JAMS"), according to JAMS' applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by a single neutral arbitrator from another neutral arbitration entity, by agreement of the Member and Oscar, or by order of the court, if the Member and Cigna cannot agree. If the parties cannot agree on the individual neutral arbitrator, the arbitrator will be selected in accordance with JAMS Rule 15 (or any successor rule).

However, in the case of a medical malpractice dispute in which the total amount of damages claimed is fifty thousand dollars (\$50,000) or less, the parties may select a single neutral arbitrator who shall have no jurisdiction to award more than fifty thousand dollars (\$50,000). If the parties are unable to agree on the selection of a neutral arbitrator, the method provided in Section 1281.6 of the CA Code of Civil Procedure should be utilized.

In signing, you agree (1) That to the best of my knowledge, the information on the application is complete and accurate; (2) I explained to the applicant, in easy-to-understand language, the risk to the applicant of providing inaccurate information and that the applicant understood the explanation.

Business administrator signature X .....	Sign here	Printed name and title	Date (mm/dd/yyyy)
Agent signature X .....	Sign here	Printed name and title	Date (mm/dd/yyyy)

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