

4. GROUP ELIGIBILITY

Number of Employees

(a) Number of employees at all locations (include owners and partners, exclude COBRA)*

(b) Number of retirees eligible for coverage

(c) Number of ineligible employees (check reason for ineligibility)

Temporary Union Part-Time

Other

(d) Number of net eligible employees (a + b - c)

Number of enrolling employees (include retirees and COBRA)

%

Employer contribution to retiree coverage

Have you ever employed more than 20 employees?

Yes No

If yes, please indicate the last year you had 20 or more employees

*Empire requires proof of employment (i.e., NYS-45, payroll, etc.)

See small group underwriting guidelines for more info

Eligibility Dates (complete both A & B)

A. Initial Enrollment of Group

All employees' and dependents' coverage will be in effect:

- On Group Effective Date
- After new employee eligibility is satisfied (see B)

All enrollment forms must be received no later than thirty (30) days following the new group effective date.

B. New Employees (after initial enrollment of group)

New employees will be eligible for coverage:

- Date of hire
- First day following:
 - day(s) following date of hire

No Greater Than 45 Days

All enrollment forms must be received no later than sixty (60) days following the member's eligibility date.

C. Employee Reinstatement Policy

Employees who are re-hired to the company are eligible for coverage:

- Date of hire
- Other

Please specify: _____

5. PAYMENT SECTION Group's Contribution, if any.

% Employee only

% 2-Party

% Employee & Spouse

% Parent & Child(ren)

% Family

If your group has multiple locations, do you wish to receive (fill in one):

- Separate invoices for each location.
- A summary invoice combining all locations.

If you are requesting quarterly billing, please indicate here; otherwise, group will be billed monthly.

6. COVERAGE OPTIONS

Note: The employer is responsible for choosing the benefit package, and the benefit package will be the same for all employers. The premiums are different for each benefit package.

Benefits

Please indicate whether you would like prescription drug coverage.

The premium for prescription drug coverage is more expensive.

There is a \$3,000 per person annual prescription drug benefit maximum.

Yes No

Deductible

Would you like Healthy NY coverage with a deductible? Other than preventative care, employees will be responsible for the cost of covered services until they meet the deductible. Healthy NY with a deductible has a lower premium.

Yes No

7. INSURANCE INFORMATION

Note: You may offer Healthy NY to all of your employees or a class of your employees if you have not offered health insurance to them in the last 12 months. Please answer the following questions to assist us in determining your eligibility to purchase Healthy NY.

Within the last 12 months, has your business provided health insurance that included both medical and hospital benefits to the class of employees that you are looking to cover?

Yes No

If the answer to the question above is "Yes" did your business contribute more than \$50 per employee per month towards the premium (or \$75 if the business is located in Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, or Westchester counties)?

Yes No

If the answer to both questions above is "Yes", then your business is not eligible for Healthy NY.

8. ELIGIBILITY REQUIREMENTS

Note: Eligibility requirements were designed to reach those small businesses most in need. Please answer the following questions about your business. You must be able to check "Yes" to each question in the section in order to be eligible to purchase Healthy NY.

Does your business have 1-50 employees?

Yes No

Do at least 30% of the employees who will be offered coverage earn annual wages of \$38,000* or less?

Yes No

Will your business contribute at least 50% of the Healthy NY premium on behalf of full-time employees?

Yes No

Will your business offer Healthy NY coverage to all employers working 20 hours or more per week who earn annual wages of \$38,000* or less?

Yes No

9. PARTICIPATION REQUIREMENTS

Note: Please answer these questions about who will be accepting Healthy NY coverage. You must be able to check "Yes" to each question in this section in order to be eligible to purchase Healthy NY.

Will at least 50% of the class of employees who are offered Healthy NY coverage through your business actually accept enrollment or have health insurance through another source?

Yes No

Will at least one employee earning annual wages of \$38,000* or less enroll in Healthy NY?

Yes No

10. EMPLOYEE INFORMATION

Note: Healthy NY has certain employee participation requirements. Please answer these questions about who will be accepting Healthy NY coverage.

Employers may offer Healthy NY coverage to their employees' dependents, including spouses, domestic partners, and children. Employers are not required to contribute towards the Healthy NY premium for dependents. Will your business be offering Healthy NY coverage to the dependents of employees?

Yes No

Employers may choose to make Healthy NY available to their part-time workers (those who work less than 20 hours weekly). You do not have to contribute towards the premiums for part-time workers. Will your business be offering Healthy NY coverage to part-time workers?

Yes No

13. OPTIONAL EMPLOYER ONLINE SERVICES DELEGATION FORM



Empire BlueCross BlueShield is offering Group Benefit Administrators an opportunity to delegate the administration of their accounts to their Broker of Record. The Broker of Record will perform the administrative duties assigned to him or her by the Group Benefits Administrator via Empire's secure Broker Online Services web site at www.empireblue.com.

Please complete this form and the Terms and Conditions Letter Agreement (the "Agreement") if you would like to permit your Broker of Record to administer your account for you. Please be sure to discuss this delegation with your broker prior to submission.

Please mail or fax this form to:

Broker Relations
 15 MetroTech Center, 4th Fl.
 Brooklyn, NY 11201
 Fax: 1-718-312- 6006

Please note: By filling out this form and the Agreement and giving your Broker of Record access to manage your account, you are not giving up your right to access your account through Employer Online Services or to administer your account.

Please check if you would like to:

- Delegate administration of your account to your Broker of Record to
 - Manage only existing sub-groups
 - Manage all existing and future sub-groups
- Delegate to your Broker of Record the ability to add/cancel users
- Change your Broker of Record's access level
- Terminate a Broker of Record's administrative rights to manage your account*

Please check all activities that you would like to delegate to your Broker of Record:

- Basic Group Admin
- View Group Forms
- View Claims
- Enroll Employees and Perform Enrollment Changes
- View Roster (2-500)
- Basic Employee Admin
- View Employee Forms
- View Billing
- Request ID Cards
- Perform Demographic/Dependent Changes

Please complete your contact information:

Print Last Name	Print First Name	
<input type="text"/>	<input type="text"/>	
Company Name	Base Group Number	
<input type="text"/>	<input type="text"/>	
Renewal Date (MMDDYY)	E-mail Address (optional)	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Please provide your Broker of Record's contact information:

Print Last Name	Print First Name	
<input type="text"/>	<input type="text"/>	
License Number	E-mail Address (optional)	Date of Birth (MMDDYY)
<input type="text"/>	<input type="text"/>	<input type="text"/>

* You will not be able to assign a new Broker of Record using this form. Please check the box only if you would like to terminate your current Broker of Record's administrative rights.

14. TERMS AND CONDITIONS LETTER AGREEMENT FOR ACCESS TO THE EMPIRE EMPLOYER ONLINE DELEGATION (continued)

This Terms and Conditions Letter Agreement (the "Agreement") sets forth the understandings and agreement between _____ ("the Group") and Empire HealthChoice Assurance, Inc., d/b/a Empire BlueCross BlueShield and Empire HealthChoice HMO, Inc., d/b/a Empire BlueCross BlueShield HMO (together referred to as "Empire"), to permit access to Empire's interactive Employer Online Services web site ("web site") for use by the Broker of Record, or an authorized designee of the Broker of Record (together referred to as "brokers"), designated by the Group, to facilitate the administration of the health benefit plan(s) (the "plan(s)") purchased by the Group from Empire pursuant to a separate Contract (the "Contract").

The Group understands and agrees that access to the web site granted by Group to its designated brokers is subject to the following terms and conditions:

1. Empire shall provide those brokers designated by the Group access to the Employer Online Services web site in accordance with Empire's registration procedures. The Group understands that all designated brokers must agree to the web site Terms and Conditions.
2. The Group understands that the purpose of this web site is to provide an additional medium for the Group, through its designated brokers, to carry out the certain plan administration functions as delegated by the Group, including the ability to: maintain eligibility files, process enrollment and enrollment changes for members and dependents, select and change PCPs on behalf of and at the request of a member, search for participating providers, view certain claims information on behalf of and at the request of a member, request ID cards and print temporary cards, maintain and update COB information, and view statements of account(s), access billing reports, pay and/or adjust bills, and other functions as may be added from time to time by Empire and delegated by the Group.
3. The Group is solely responsible for the accuracy and authenticity of the information submitted on the web site.
4. This agreement relates solely to access by the brokers designated by the Group to the web site and does not add, diminish or otherwise change the obligations of the parties, which remain subject to the Contract, any other agreements executed by the parties, the contracts of health insurance coverage issued by Empire, and Empire policies and procedures. In the event of a conflict between this agreement and any of the aforementioned, the aforementioned shall control.
5. The Group shall advise Empire, in writing, of the names and other information as requested by Empire, of its brokers who shall have web site access, and shall timely notify Empire of brokers who no longer are authorized to access the web site. Notice shall be sent by fax to 1-718-312-6006.
6. Any data accessed and/or provided to the Group or to its brokers on the web site shall remain the property of Empire.
7. Empire is not responsible for the accuracy and completeness of records supplied to Empire by the Group, the brokers or by health care providers.
8. The Group and its representatives shall maintain and preserve the confidential and proprietary nature of all Empire's data to which the Group and its representatives have access. The Group shall not provide either web site access, or other access to Empire's proprietary and confidential information available to the Group on the web site, to any unauthorized party, or in a manner in conflict with this Agreement.
9. The Group will hold Empire, its officers, directors and agents, harmless from any loss, expense, liability, claim, lawsuit or judgement (including reasonable attorneys' fees) arising directly or indirectly out of Empire's disclosure of the Group's enrollment and/or claims information or from the Group's provision to Empire of enrollment information, or resulting from the Group's failure to abide by the terms of this Agreement.
10. The obligations undertaken herein in Paragraphs 8 and 9 above shall survive the expiration or termination of this Agreement.
11. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license, patent, copyright or any other intellectual property right of one party to the other.
12. This Agreement shall terminate:
 - a. by Empire or the Group upon five (5) business days written notice by facsimile transmission, or otherwise, or as otherwise agreed to by the parties hereto in writing;
 - b. if prohibited by any law or regulation;
 - c. six (6) months after the termination of the Contract.
13. If the Group has more than one health benefits plan under the terms of its Contract, the Group's designated brokers shall have access, if such access is delegated to the brokers, to any of its health benefits plans that may terminate during the term of the Contract, for the earlier of twenty-four (24) months after termination of the specific health benefits plan or six (6) months after the termination of the Contract.

Please sign and date this Agreement in the space provided below to confirm your agreement to these terms and conditions, and return the fully executed original at your earliest convenience.

Sincerely,



Mark Wagar
President

Acknowledged and Agreed to

This _____ day of _____, 200_____

Print Name: _____

Signature: _____

Title: Group Benefits Administrator