



IDAHO AGC HEALTH PLAN

RENEWAL AGREEMENT Plan Year January 1 – December 31

The Idaho AGC Health Plan (the plan) is administered through the Idaho AGC Self-Funded Benefit Trust. The Idaho AGC Self-Funded Benefit Trust provides coverage for medical, dental, and vision benefits. Insurance premiums for group life, group short-term disability, voluntary life, short-term disability buy-up, and ancillary benefits temporarily flow through the Idaho AGC Self-Funded Benefit Trust and are paid to the applicable insurance company. The Idaho AGC Self-Funded Benefit Trust does not participate in the state guaranty association. The Idaho Self-Funded Benefit Trust is mandated by the Idaho Department of Insurance to provide an annual audit and review certification by an independent third-party accredited actuary.

Legal Name of Business: _____

DBA (if applicable): _____ SIC _____ (EIN) _____

Mailing Address:

Address: _____ Address 2: _____

City: _____ State: _____ Zip: _____

Physical Address:

Address: _____ Address 2: _____

City: _____ State: _____ Zip: _____

Group Administrator(s): _____

E-mail(s): _____

Phone: _____ Title(s): _____

If you use a payroll service or other third party to pay your contribution and you want them to receive the monthly billing, please attach the contact's name, and their address, phone, fax and e-mail to this Agreement.

Employee Eligibility Requirements

The Idaho AGC Health Plan is a **group** plan. To qualify as a group a member group must have a minimum of two full-time employees (a full-time employee works 30 or more hours per week), not residing in the same household. A benefit eligible employee is defined as one that has completed their eligibility waiting period and must work 30 or more hours per week. Member groups are subject to audits throughout each plan year.

Employee Participation Requirements

Member groups must offer participation in the Plan to 100% of your benefit eligible employees.

At least 75% of all eligible employees must enroll in The Idaho AGC Health Plan (the plan) or waive coverage due to enrollment in another qualified health plan. Failure to comply with this requirement may result in the group's termination of coverage from The Idaho AGC Health Plan for all employees. Compliance is mandatory throughout the plan year; group termination may occur mid-year.

Current number of benefit eligible employees: _____

Current Number of employees within their benefit eligibility waiting period: _____

Current number of employees waiving for other qualified coverage: _____

Current number of eligible employees who are declining coverage (no other qualifying coverage): _____

The Idaho AGC Health Plan may request a SUTA or payroll report to verify enrollment in the Idaho AGC Health Plan.

Based on the above statement:

I certify that coverage has been extended to all benefit eligible employees and our organization is meeting the 75% participation requirement.

Check One Box: **Yes** **No**

Nondiscrimination Requirements

Each member group must satisfy the nondiscrimination requirements of the Internal Revenue Code to participate in The Idaho AGC Health Plan. The nondiscrimination requirements of the Internal Revenue Code include, but are not limited to, Code §§ 105(h) and 505(b). Prohibited discrimination may result if highly compensated individuals at an employer receive more favorable treatment than other employees in eligibility to participate or in benefits provided. For these purposes a "highly compensated individual" includes (a) one of the 5 highest paid officers, or (b) a shareholder who owns more than 10% in value of the stock in the employer, or (c) among the highest paid 25 percent of all employees. Each member group must provide information requested by The Idaho AGC Health Plan to demonstrate its compliance with the Code's nondiscrimination rules. A member group's failure to provide information requested by The Idaho AGC Health Plan or failure to satisfy the nondiscrimination rules of the applicable Code provisions will result in termination of the member group's participation in The Idaho AGC Health Plan. Such terminations can occur mid-year.

COBRA

A member group is subject to COBRA during the current calendar year if the employer employed 20 or more employees (part-time employees are counted as fractional) on more than 50% of its typical business days in the preceding calendar year. This number is based on the **total** number of employees not the number of employees covered by the Idaho AGC Health Plan. Part-time employees are included in the total employee count expressed as a fraction. **Employers that do not qualify (do not have 20 or more employees on more than 50% of their typical business days in the preceding calendar year) MUST mark "NO."** COBRA eligibility is determined on an annual basis.

Based on the above statement, you are subject to COBRA? Yes No

Required Information for Federal Reform

Instructions: To calculate information required under the Affordable Care Act (ACA), please use the following formula to determine the average number of employees for 2024:

Sum of the total number of employees for each month (January through December) divided by 12. Please note we are required to collect this information for all groups insured in 2024.

The employee count should include employees from any affiliated company, business owners, corporate officers, full-time employees, part-time employees, partners, seasonal workers, union employees, and employees who work outside the state of Idaho.

Average Number of Employees for 2024: _____

Changes to Plan Options

The Trustees have the right to make changes to the plan's benefits from time to time, as they deem necessary in the operation and administration of the plan. You will be notified of such changes, and you agree to notify your covered employees and their dependents within 30 days of receipt of such notice of changes from the plan.

Eligibility Waiting Periods

Please complete each classification of employees. The effective date of coverage is the first of the month following the completion of the employees' eligibility waiting period. The Affordable Care Act (ACA) mandates all regular employees must have the same eligibility waiting period. To remain compliant, **eligibility waiting periods cannot exceed 60 days**. Please give only one eligibility waiting period for regular employees and one for re-hire, if different.

Please circle one for each (Regular & Rehire): Please complete this section, do not leave blank

All Regular Employees: **0 days** **30 days** **60 days**

Rehired Employees: **0 days** **30 days** **60 days**

Notification of Changes: Member groups are required to notify the plan office, in writing, within 30 days of any changes to the eligibility waiting period or eligibility requirements described in this document. These changes will be effective on the first of the month following receipt of the change in the Idaho AGC Health Plan office. Employees hired before the change will be grandfathered under the previous rules set by the member group.

Changes in Information, Eligibility or Enrollment

The member group is responsible for notifying the Idaho AGC Health Plan within the established timeline from the date of an event that affects an employee's or an employee's dependent's coverage status.

The member group has **30 days**, from the date of the event, to notify the Idaho AGC Health Plan of:

- Change to an employee's or dependent's address
- Change in enrollment or eligibility including but not limited to
 - termination of employment or reduction in hours
 - employee's death or entitlement to Medicare
 - ineligible dependents due to divorce
- Leave of absence, including when an employee takes FMLA leave or a USERRA leave, or fails to return to covered employment from an FMLA leave or a USERRA leave
- Receipt of Qualified Medical Child Support Orders

The member group has **60 days**, from the date of the event, to notify the Idaho AGC Health Plan of:

- Marriage
- Birth
- Adoption or placement for adoption

The member group will be responsible for reimbursing the Idaho AGC Health Plan for any claims paid on ineligible employees or their dependents that result from a failure of the member group to notify the Idaho AGC Health Plan in a timely manner of such changes or terminations. In addition, the member group will be responsible for reimbursing the Idaho AGC Health Plan for any claims paid on ineligible employees or their dependents who were granted coverage based on inaccurate or incorrect information on a health statement application.

Annual Renewal

Member groups receive their renewal rates for the next plan year and a renewal packet in the last quarter of the current plan year. The Annual Renewal Agreement and rate sheets must be completed and returned to the Idaho AGC Health Plan by the date indicated in the Renewal Cover Letter.

Open Enrollment

All member groups must allow an annual open enrollment period for all benefit eligible employees, at least once every 12 months. Open enrollment is a period in which employees can make changes, additions, or cancellations to their enrollments without showing proof of a life event. Open enrollment periods can open as soon as your group has made their 2025 plan year selections and must end on or before the date enrollments are due to the Idaho AGC Health Plan. Refer to the Renewal Cover Letter in your renewal packet for all important timelines and dates actions are due. If an employee does not act during open enrollment, the next opportunity they will have to make changes will be the next open enrollment, unless they or a qualified dependent experience a qualified life event. Any enrollment changes outside open or initial enrollment require proof of a life event.

Contributions

Trustees have the right to change the contribution amounts at any time. The minimum member group contribution is 50% of the employee rate for the lowest cost medical plan offered or in compliance with the affordability component of the ACA regulations. Accurate reporting of employer contributions for all medical plans offered are required for the Idaho AGC Health Plan to complete the Prescription Drug Data Collection (RxDC) reporting that is collected annually by the Centers for Medicare and Medicaid Services.

A.) Employer contributions for groups offering a single medical plan *(If the group offers more than one medical plan, do not complete-skip to B.):*

_____ % per employee per month **OR** \$ _____ per employee per month

_____ % per dependent per month \$ _____ per dependent per month

B.) For employer groups offering more than a single medical plan, please insert how the employer contributions are calculated for each medical plan *(add a separate sheet if more than three medical plans are offered).*

- 1.) Employer Contributions for the lowest cost medical plan, \$ _____ *(deductible amount)*

_____ % per employee per month **OR** \$ _____ per employee per month

_____ % per dependent per month \$ _____ per dependent per month

- 2.) Employer Contributions for the next higher cost medical plan, \$ _____ *(deductible amount)*

_____ % per employee per month **OR** \$ _____ per employee per month

_____ % per dependent per month \$ _____ per dependent per month

- 3.) Employer Contributions for the next higher cost medical plan, \$ _____ *(deductible amount)*

_____ % per employee per month **OR** \$ _____ per employee per month

_____ % per dependent per month \$ _____ per dependent per month

Dental and Vision Bundle Contributions

C.) For employer groups offering the dental/vision coverage bundle, please insert how the employer contributions are calculated:

_____ % per employee per month **OR** \$ _____ per employee per month

_____ % per dependent per month \$ _____ per dependent per month

Payment Policy

To satisfy fiduciary responsibilities to plan participants, the Idaho AGC Health Plan has a written Payment Policy. The Trustees are bound by Federal and State law to ensure that contributions are paid in a timely manner, which ultimately protects the participating members in the plan. Please refer to the Payment Policy for details. Below outlines important information for making payments to the Idaho AGC Health Plan:

- Invoices mailed on or around the 15th of each month for the following month
- Payment is due on the 1st day of each month
- Member group is considered past due if payment is not received or paid online by the 10th of the month
 - A \$50.00 late fee will be assessed.
- Member group is considered delinquent, if payment is not received or paid online on the 30th day, past the due date of the 1st of the month
 - Returned checks are considered as not receiving payment*
 - Member group will be terminated back to the last day of the month full payment was received
 - Claims paid beyond the date of termination will be reversed
 - If the member group is COBRA eligible, active COBRA participants will lose their COBRA rights
- Member group can request reinstatement of coverage, if terminated for non-payment, once in a rolling twelve-month period
 - Reinstatement payments must be paid by the 5th of the month following the date of termination
 - Reinstatement payments will include the past due amount, the current month's contribution, and a reinstatement fee of \$150.00

*A \$150.00 service fee will be assessed on returned checks

Leave of Absence

Employer groups are allowed to grant up to 90-day leave of absence to an employee. The Idaho AGC Health Plan office must be notified, in writing, of the employee, of the date the leave was granted, and the length of the leave within 30 days of the employees' last day worked. A leave of absence can only be allowed when an employee is experiencing a personal or medical situation that requires the employee to be off work for an extended period or for an employee that is working reduced hours, but not separated from the company. Employees separated from the company due to lay-offs, and who are working zero hours per week, are not eligible for a leave of absence. Employees not returning to work after the 90-day leave of absence must be terminated from coverage as of the last day of the month when the 90-day leave expires. Short-Term Disability is an "active at work" benefit. Employees on leave of absence are not eligible for short-term disability benefits for injuries or illnesses occurring or diagnosed while on leave. The employer group is responsible for contribution payment for the entire length of the leave of absence.

Membership in Idaho AGC

You agree that you are a General, Specialty, Supplier, or Associate member of the Idaho AGC and eligible to participate in and apply for coverage through The Idaho AGC Health Plan. You understand and agree that current membership in the Idaho AGC is a requirement for participation in The Idaho AGC Health Plan. You understand and agree that if your membership in the Idaho AGC is terminated for any reason, your participation in The Idaho AGC Health Plan and the coverage of your employees and their dependents under the Idaho AGC Health Plan will cease and be terminated as of the end of the month that your membership terminates. In the event coverage ceases on account of termination of membership, your employees and their dependents will not be eligible for COBRA under the plan.

Termination of Participation

You understand and agree that your continued participation in the Idaho AGC Health Plan and the continued coverage of your employees and dependents under the Idaho AGC Health Plan is dependent on the member group making timely contributions to The Idaho AGC Health Plan and maintaining your membership in the Idaho AGC. Failure to comply with the payment policy, or retain your membership with the Idaho AGC, in good standing, will result in the termination of the member group from the Idaho AGC Health Plan. If a member group is terminated, coverage for employees and dependents is terminated on the same date. Trustees may terminate a member group from the Idaho AGC Health Plan for any material failure to comply with the terms of this Agreement. A member group may terminate participation in the Idaho AGC Health Plan as of the last day of a month, by giving five (5) days advance written notice to the Idaho AGC Health Plan.

Trustees and Trust Agreements

You understand and agree that the Idaho AGC has the authority to appoint the Trustees of the Idaho AGC Self-Funded Benefit Trust and the Idaho AGC Benefit Trust. By entering into this Agreement, you accept the appointment of the current Trustees. You understand and agree that the Idaho AGC has created the Idaho AGC Self-Funded Benefit Trust and has adopted the Trust Agreement governing the operation and administration of The Idaho AGC Health Plan. By entering into this Agreement, you agree to abide by the terms and conditions of the Trust Agreement.

It is agreed that this document supersedes any previous Master Group Applications, Participation Agreements, and Renewal Agreements.

Reinstatement

The Idaho AGC may terminate a group for failure to pay contributions or membership dues in compliance with Idaho AGC By-Laws or payment policy. An employer group may be reinstated to an active status one time per every rolling 12-month period. The employer group must bring their account current and pay a reinstatement fee of \$150.00. If the employer group is terminated a second time within the rolling 12-month period, there will be no option for reinstatement.

Plan Documents

The Idaho AGC Health Plan will provide electronic copies of Summary of Benefits and Coverage (SBC), Summary Plan Description (SPD), and any other necessary plan documents to the group administrator. It is the responsibility of the employer to distribute these materials, and other materials required by federal, state and local laws to your plan participants.

Domestic Partner Coverage

The partner of an eligible employee who is of the same or opposite gender with a relationship that demonstrates the following:

- Partners have executed an Affidavit of Domestic Partnership
- Cohabitation in an exclusive mutual commitment like that for marriage and have been involved in the domestic partnership for a period of not less than six consecutive months
- Neither partner is legally married to any other person nor has another Domestic Partner
- Partners are both ages of consent and are not related by marriage or blood in a way that would otherwise prohibit marriage in the state of their residence

This group will offer coverage to Domestic Partners: **Yes** **No**

This is an annual election and cannot be changed outside the renewal period.

Member Group Responsibilities

Member groups are required to comply with the terms and conditions agreed upon in the Master Group Application. Member group responsibilities include, but are not limited to the following:

- Nondiscrimination requirements
- Timely notification for COBRA purposes
- Timely distribution of plan changes and plan documents to employees
- Timely distribution of Medicare Part D Creditable Coverage Disclosure
- Timely distribution of portability and conversion forms to terminated employees
- Timely notifications to the Idaho AGC Health Plan of enrollments, terminations, life events
 - If utilizing the SIMON benefit administration system, entries must be completed within enrollment/termination windows
- Reporting Leaves of Absence within 30 days of the employee's last day worked
- Maintain membership in the Idaho AGC in good standing
- Payments made in compliance with the Payment Policy of the Idaho AGC Health Plan
- Each medical plan offered must have at least 10% of the total group enrollment
- Timely notification of terminated administrative staff for SIMON access security
- Compliance with HIPAA standards for written and electronic PHI

Affirmation

I affirm the answers given are complete and correct. I understand the Idaho AGC Health Plan will rely on each answer in making certain determinations including, but not limited to, eligibility for employees and their dependents, COBRA eligibility, and group participation compliance. If this Agreement contains any material misstatements or omissions, the Idaho AGC Health Plan or contracted carrier may, within 24 months of coverage, take any other legal action available by law.

I have reviewed all the answers in this Renewal Agreement and acknowledge and agree with all terms and conditions. Regardless of whether an independent producer or other person has completed the answers for me, I verify that all answers are true and complete.

Member Group Authorized Signer

Signature of Officer: _____ **Date:** _____

Print Name: _____ **Title:** _____

Company Name: _____

Broker / Broker Agency

Broker signature: _____ **Date:** _____

Broker Name: _____ **Broker Agency:** _____