



## Group Employer Medicare Advantage Plan and Medicare Prescription Drug Plan Application

**APPLICANT**

Plan Sponsor Unique ID Number (PSU#)  
(for Aetna use only)

PSU#
Current Aetna Customer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Company Name: City of New York acting through the Mayor’s Office of Labor Relations – Employee Benefits Program on behalf of the Labor Management Health Insurance Policy Committee for the New York City Health Benefits Program

Doing Business As (DBA): New York City Health Benefits Program

Corporate Headquartered  
Address: 22 Cortlandt Street, 12<sup>th</sup> Floor

City: New York State: NY Zip Code: 10007

Federal Tax ID Number: 13-6400434 Situs state: New York

Parent Company name (if applicable):

Employer Sponsor Type: Employer (click on “choose an item”)

Employer Organization Type: Local Government (click on “choose an item”)

The purpose of the application is to request:

- a.  Issuance of new coverage
- b.  Change in existing coverage
- c.  Extension of existing coverage to additional eligible individuals
- d.  Company change of ownership
- e.  Change in premium billing method

Once the Medicare Group agreement is drafted, it will be emailed to Customer Email Address: ggestely@olr.nyc.gov  
**Application will not be processed if Customer Email Address is not provided.**

<b>Medicare Coverage</b>	Medical/RX Coverage Selection: Provided or administered by Aetna Life Insurance Company, Aetna Health of California Inc., SilverScript Insurance Company and/or Aetna Health Inc. (“Aetna”)
<b>Types of Coverage – Select All that Apply</b>	
<input type="checkbox"/>	Medicare Advantage HMO Plan
<input type="checkbox"/>	Medicare Advantage HMO Plan with Medicare prescription drug benefits
<input checked="" type="checkbox"/>	Medicare Advantage PPO Plan and/or Medicare Advantage PPO Plan with Extended Service Area
<input type="checkbox"/>	Medicare Advantage PPO Plan with Medicare prescription drug benefits and/or Medicare Advantage PPO Plan with Extended Service Area with Medicare prescription drug benefits
<input checked="" type="checkbox"/>	Fully-Insured Standalone Medicare prescription drug plan
<input type="checkbox"/>	Self-Insured Standalone Medicare prescription drug plan
<b>Type of Group Health Plan Maintained by Plan Sponsor – Select Type that Applies</b>	
<input type="checkbox"/>	ERISA plan. An employee welfare benefit plan providing medical care as defined in Section 607(1) of ERISA.
<input checked="" type="checkbox"/>	Federal or State governmental plan. A plan providing medical care established or maintained by a federal, state or local government agency for its employees.
<input type="checkbox"/>	Collectively bargained plan. A plan providing medical care established or maintained under or by one or more collective bargaining agreements.
<input type="checkbox"/>	Church plan. A plan providing medical care established and maintained for its employees or their beneficiaries by a church or by a convention or association of churches.
<input type="checkbox"/>	Health Reimbursement Arrangement (HRA).
<input type="checkbox"/>	Health Flexible Spending Arrangement (FSA).
<input type="checkbox"/>	Health Savings Account (HSA).
<input type="checkbox"/>	Archer MSA. The MSA must be subject to ERISA as an employee welfare benefit plan providing medical care (unless exempt from ERISA because it is a governmental plan or church plan).

**Premium Billing – Select All that Apply**

Aetna offers three different methods for billing premiums. A monthly premium can either be billed to individuals enrolled in the Aetna Medicare Plan (“Direct Billing”), to you (“Contract Holder Billing”) or to both you and individuals enrolled in the Aetna Medicare Plan (“Split Billing”). **Please note that the Split Billing option is only available if you sign a Service Agreement with Aetna to use bswift as the benefit administrator for your Aetna Medicare Plan.** Please select all of the billing methods that apply to the Medicare coverage you selected in this application:

- Direct Billing  
 Contract Holder Billing  
 Split Billing, pursuant to the Service Agreement between you and Aetna.

**General Enrollment and Eligibility Section**

Requested effective date: 09/01/23 (Actual effective date will be assigned by Aetna if this application is accepted and an agreement between Aetna and Applicant for the coverage specified herein is issued)

Renewal date: 12/31/28 For all Medicare Advantage HMO and PPO plans with Medicare prescription drug coverage and Standalone Medicare prescription drug plans, the renewal date must be January 1<sup>st</sup>.

**Late Enrollment Penalty Attestation (Please review and complete if applying to obtain coverage under a Medicare Advantage plan with Medicare prescription drug coverage (“MA-PD plans”) or Standalone Medicare prescription drug plan (“PDP”))**

Pursuant to Section 1860D-13(b) of the Social Security Act and 42 C.F.R. §§ 423.46 and 423.56(g), Medicare beneficiaries may incur a late enrollment penalty (“LEP”) if there is a continuous period of 63 days or more at any time after the end of the beneficiary’s Medicare Part D initial enrollment period during which the beneficiary was eligible to enroll, but was not enrolled in a Medicare Part D plan and was not covered under any creditable prescription drug coverage. “Creditable prescription drug coverage” is prescription drug coverage that is expected to pay at least as much as Medicare’s standard prescription drug coverage. To ease the administrative burden associated with implementation of these LEP-related procedures, the Centers for Medicare and Medicaid Services permits Aetna to accept attestations from plan sponsors wherein the plan sponsor attests to the creditable coverage history of eligible individuals submitted for enrollment in the plan sponsor’s group MA-PD plan or PDP for purposes of reporting covered months. If an individual was assessed a LEP prior to the effective date of the new coverage, the individual’s LEP will carry over even if the employer attests to creditable coverage.

- Yes, Applicant will attest to the creditable prescription drug coverage history of all individuals submitted by Applicant for enrollment in Aetna’s MA-PD plans or PDP for purposes of reporting covered months.** By checking this box and signing this application, Applicant attests that all individuals submitted for enrollment in Aetna’s MA-PD plans or PDPs were either previously enrolled in another Medicare prescription drug plan or had other creditable prescription drug coverage prior to applying to enroll in an Aetna MA-PD plan or PDP. Applicant understands that by signing this application, Applicant is attesting that it has read and understands the contents of this attestation and that this attestation is truthful, accurate and complete.
- No, Applicant will not attest to the creditable prescription drug coverage history of all individuals submitted for enrollment in Aetna’s MA-PD plans or PDPs for purposes of reporting covered months.** Applicant understands that without an attestation from Applicant, all individuals submitted by Applicant for enrollment in Aetna’s MA-PD plans or PDPs will be submitted by Aetna through CMS systems to determine if gaps of 63 days or more exist in creditable prescription drug coverage since the close of the individual’s initial Medicare Part D enrollment period. Individuals who are identified to have such gaps of creditable prescription drug coverage will receive letters requesting that they attest to any creditable prescription drug coverage during those gaps, and these individuals may contact Applicant for assistance in determining creditable coverage history.
- Other, the Applicant will partially attest to the creditable prescription drug coverage history for select individuals submitted for enrollment in Aetna’s MA-PD plans or PDPs for purposes of reporting covered months.** By checking this box and signing this application, Applicant attests that the selected individuals submitted for enrollment in Aetna’s MA-PD plans or PDPs were either previously enrolled in another Medicare prescription drug plan or had other creditable prescription drug coverage before applying to enroll in an Aetna MA-PD plan or PDP. Individuals the applicant will not provide an attestation for will be submitted by Aetna through CMS systems to determine if gaps of 63 days or more exist in creditable prescription drug coverage since the close of the individual’s initial Medicare Part D enrollment period. Individuals who are identified to have such gaps of creditable prescription drug coverage will receive letters requesting that they attest to any creditable prescription drug coverage during those gaps, and these individuals may contact Applicant for assistance in determining creditable coverage history.

**"Age-In" Program**

Aetna executes an optional communications program (monthly or every few months) known as the "Age-in" Program. This Program provides Applicant’s retirees who are approaching age 65 with timely information regarding your Aetna Medicare Plan. The “Age-in” Program currently consists of a mailing(s) that can be sent 2-3 months before the 65th birthday month and the mailing list is determined solely based on age. This means that these mailings may be sent to both Applicant’s retirees and active employees who are nearing their 65th birthday. The scope of this Program is subject to change.

**Important Note:** Please notify your Account Executive if your organization does not want to participate in the "Age-in" Program. If your organization does not provide this notice to your Account Executive within 30 days of the date you sign this Application, Aetna will proceed with including your organization in the "Age-in" Program.

## Electronic Enrollment & Optional Mechanism Enrollment

Please check the appropriate box to document if you will use one of the following methods to enroll eligible individuals in the Aetna Medicare Plan(s) selected by you in this application:

Applicant will use electronic enrollment (choose one)?  Yes  No

Applicant will use optional mechanism enrollment (choose one)?  Yes  No

If you selected "yes" with either option, please review the following section titled "Enrollment Requirements". By signing this application, you are agreeing to the requirements in this Section.

### Enrollment Requirements

The Centers for Medicare and Medicaid Services ("CMS") allows Applicant to enroll eligible individuals in an Aetna Medicare Plan using an electronic group enrollment process ("Electronic Enrollment Process") or a process referred to by CMS as the "Group Enrollment Process – Optional Mechanism" ("Optional Mechanism Enrollment Process"). With both enrollment processes, eligible individuals must be informed prior to enrollment that they can make the initial election of a new Aetna Medicare Plan by taking no action. This eliminates the need for eligible individuals to complete and submit a paper enrollment application.

If Applicant elects to use either the Electronic Enrollment Process or the Optional Mechanism Enrollment Process, Applicant must comply with all applicable laws, regulations and CMS instructions, including the following:

1. For each eligible individual that Applicant submits for enrollment to Aetna through the Electronic Enrollment Process or Optional Mechanism Enrollment Process, Applicant agrees to:
  - Provide a Summary of Benefits and all information necessary for the eligible individual to make an informed choice regarding Aetna Medicare Plan benefits, including, but not limited to, Aetna Medicare Plan rules and requirements and enrollment processes.
  - Provide written notice not less than 21 calendar days prior to the requested effective date of the eligible individual's enrollment in an Aetna Medicare Plan. This notice must advise eligible individuals that they can elect to enroll in a new Aetna Medicare Plan by taking no action, and that they will be enrolled in the Aetna Medicare Plan unless they notify Applicant of their intent to opt out of enrollment. This written notice must describe in detail the opt-out process the eligible individual must follow to decline enrollment in the new Aetna Medicare Plan.
2. Applicant acknowledges that it received from Aetna the data element and format requirements for submission of enrollment transactions to Aetna ("Enrollment Submission Requirements"), and Applicant agrees that all enrollment transactions it submits to Aetna for processing will comply with these Enrollment Submission Requirements. Applicant acknowledges and agrees that Aetna will not process an enrollment transaction submitted by Applicant that does not comply with Enrollment Submission Requirements. Applicant agrees to exclude all eligible individuals who have elected to opt out of enrollment in an Aetna Medicare Plan from any enrollment transactions submitted to Aetna for processing.

### Applicant Acknowledgements and Agreements

It is agreed that no coverage shall become effective as to any person who is not then eligible for coverage under applicable laws, rules, regulations and CMS instructions ("Mandates"). All statements herein shall be deemed representations and not warranties. The Applicant acknowledges that it has selected the coverage specified herein based upon written information provided by Aetna and that no broker, agent or consultant is authorized to modify the terms of the offer or to agree to changes. Applicant has selected, in accordance with Mandates, the coverage to be offered to Applicant's retirees and Applicant has solely determined any/all coverage options for the Applicant's retirees and the contribution amounts.

The plan documents (which consist of the Evidence of Coverage and the agreement(s) between Aetna and Applicant relating to the coverage(s) specified herein ("Medicare Agreement") will determine the contractual provisions, including procedures, exclusions and limitations relating to the coverage and will govern in the event they conflict with any benefits comparison, summary or other description of the coverage. Aetna will use the e-mail address provided by Applicant in this application to send Applicant the Medicare Agreement. Applicant will notify Aetna in writing if it prefers that the Medicare Agreement be sent to a different address. Aetna and Applicant agree that the Medicare Agreement will be considered received by Applicant on the date that Aetna sends the Medicare Agreement to the e-mail address provided by Applicant (as described in this application). All data that may have a bearing on coverage or premiums will be open for Aetna to inspect while the Medicare Agreement is in force, and as required under Mandates and the Medicare Agreement. The availability of a plan or program may vary by geographic service area. "Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

With the exception of Aetna Rx Home Delivery, all participating providers and vendors are independent contractors and are neither agents nor employees of Aetna. Aetna Rx Home Delivery, LLC, is a subsidiary of Aetna Inc. The availability of any particular provider cannot be guaranteed. With respect to those Aetna group Medicare plans that are network-based, provider network composition is subject to change. Notice of a change in provider network composition shall be provided to individuals enrolled in these Aetna group Medicare plans in accordance with applicable federal law. Aetna does not provide health or dental care services and, therefore, cannot guarantee any results or outcome. Some benefits are subject to limitations or maximums.

### Important Information

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

**Alaska, Connecticut, Idaho, Nevada, New Hampshire, North Carolina & South Carolina:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Arkansas, District of Columbia, Louisiana, Rhode Island and West Virginia Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California:** For your protection California law requires notice of the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

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

**Kansas/Missouri:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person submits an enrollment form for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may have violated state law.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Maine and Tennessee:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

**Maryland:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy or knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

**Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Oregon:** Any person who with intent to injure, defraud, or deceive any insurance company or other person submits an enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may have violated state law.

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

**Puerto Rico:** Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

**Texas:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person files an application for insurance or statement of claim containing any intentional misrepresentation of material fact or conceals, for the purpose of misleading, information concerning any fact material thereto may commit a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

**Utah:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person files an application for insurance or statement of claim containing any intentional misrepresentation of material fact or conceals, for the purpose of misleading

information concerning any fact material thereto may commits a fraudulent insurance act, which is may be a crime and may subjects such person to criminal and civil penalties.

**Vermont:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

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

**Washington:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**ORDER OF PRIORITY**

Once this application is signed and Aetna accepts it, this application will form part of a Medicare Agreement issued by Aetna. If there is a conflict between anything in this application and any other part of the Medicare Agreement, the other parts of the Medicare Agreement will take priority.

**Signature Section**

I hereby apply for the coverage(s) indicated above. I certify that all information provided in this application is accurate and complete. I understand that this application will form a part of the Medicare Agreement issued by Aetna relating to such coverage and by my signature below I agree to be bound by the terms and conditions of that Medicare Agreement. Aetna will issue a Medicare Agreement to Applicant that will automatically renew for subsequent twelve month renewal terms, unless sooner terminated in accordance with the Medicare Agreement. I understand that Aetna may choose not to accept this application at its sole discretion, subject to any federal and/or state requirements.

Signed at (location): New York, NY  
City, State

City of New York acting through the Mayor's  
Office of Labor Relations – Employee Benefits  
Program on behalf of the Labor Management  
Health Insurance Policy Committee for the  
New York City Health Benefits Program  
Applicant (Company Name)

By: \_\_\_\_\_  
Authorized Applicant Signature

Renee Campion, OLR Commissioner  
Official Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker identified in the member's Application For Group Coverage.** Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's programs for compensating producers is also available at [www.aetna.com](http://www.aetna.com). **We appreciate your business and the opportunity to serve you.**

Please keep a copy of this application for your records. If this application is accepted by Aetna, this application will become part of the issued Medicare Agreement.

**Distribution:** Sales submits as part of new business submission