

## **COVENTRY HEALTH CARE OF GEORGIA, INC. GROUP MASTER CONTRACT**

### **GENERAL PROVISIONS**

Coventry Health Care of Georgia, Inc. (Health Plan) and \_\_\_\_\_ (Group), hereby agree that the Health Plan shall arrange for the provision of health care services in accordance with the provisions of the applicable Group Membership Agreement (Agreement) and any Supplemental Benefit Explanation (Riders) and amendments thereto, to eligible Employees of Group and their Family Dependents who enroll in the Health Plan. The applicable Group Enrollment Forms are hereby incorporated and made fully a part of the Group Master Contract. It is understood and agreed that no benefits will be provided until such time as this Contract has been executed by the Health Plan.

The Health Plan reserves the right to change the Covered Services, and the terms and conditions thereof, as provided under this Contract, with thirty-one (31) days written notice given to Group. Any change in the Contract, Riders or Agreement must be approved by an officer of the Health Plan and approved by the Georgia Department of Insurance. No agent or representative other than an officer of the Health Plan has authority to change the Contract, Handbook or Agreement or waive any of its provisions.

The Health Plan shall furnish for each Subscriber of the Group an identification card, Agreement, Schedule of Benefits, and applicable Riders, or other descriptive material in lieu thereof, which shall set forth the Covered Services to which such subscribers and eligible Family Dependents may be entitled, the limitations thereof, and the conditions under which such Covered Services shall be provided. Group shall designate on Open Enrollment Period once during any calendar year. During this Open Enrollment Period, the Health Plan will accept Group Enrollment Forms from eligible Employees and their eligible Family Dependents. Also, the Health Plan will accept Group Enrollment Forms at times other than the Open Enrollment Period, from eligible Employees and their eligible Family Dependents (e.g., new Employees, new Spouse, or newborn).

Because Premium payments are based on the number of Members enrolled, it is the responsibility of the Group to notify the Health Plan of an enrollment or disenrollment of a Member of Group by submitting a Group enrollment Form to the Health Plan within thirty-one (31) days of the enrollment or disenrollment. The Health Plan will not accept a retroactive enrollment or disenrollment beyond thirty-one (31) days of such enrollment or disenrollment.

### **PREMIUM PAYMENTS**

The Premium payments applicable to the coverage selected by Group are presented in the attached Rate Addendum. The Health Plan reserves the right to change the rates applicable to Group's benefits if there is a change in the proposed Effective Date, benefits or the Employee information used to determine Premium payment.

This Contract has a thirty-one (31) day grace period. This provision means that if any required Premium payment is not paid on or before the date it is due, it may be paid during the grace period. During the grace period, this contract will stay in force. If any required premium payment is not paid by the end of the grace period, benefits for all enrolled Members shall be terminated on the last day of the grace period. Members shall be liable for payment of any applicable share of Premium payment, Deductibles, Coinsurance, and Copayments owed, and the Health Plan shall be liable for claims incurred prior to the end of the grace period.

### **COVERAGE SPECIFIC TO GROUP**

The benefit plan and Riders purchased by Group are as follows:

Benefits shall become effective on \_\_\_\_\_ (Effective Date), and will continue until \_\_\_\_\_ (anniversary date) and automatically renew on each successive anniversary date thereafter unless thirty-one (31) days advance notice is given by the Health Plan to change, modify, or terminate said benefits. The initial term of this Group Master Contract shall be for a period of not less than twelve (12) months or for such period as is mutually agreed to by the Health Plan and Group.

The hour per week and months per year an Employee must be regularly scheduled to work to be considered Actively At Work and eligible for benefits are:

The following categories Subscribers (e.g., Actively At Work, Part-Time, Retired) are eligible for benefits.:

Family Dependents \_\_\_\_\_ include \_\_\_\_\_ do not include the Subscriber's spouse or eligible former Spouse as defined by Applicable State law or Court Decree, Dependent Child(ren) under nineteen (19) years of age; Dependent child(ren) who is a Full-Time Student under twenty-five (25) years of age; and a Disabled Dependent. If Family Dependents do not include the above, explain:

The period of time newly hired Subscribers and their Family Dependents must wait before becoming eligible for coverage is:

If husband and wife are both employed by Group, then each \_\_\_\_\_ shall \_\_\_\_\_ shall not be considered as an eligible dependent of the other for purposed of obtaining insurance. When there are Dependent Children covered, then one Employee may elect to waive coverage and be an eligible dependent of the Other Employee so the Subscriber and all Family Dependents are covered on one Group Enrollment Form.

The Date of termination of coverage for a Subscriber whose employment terminates shall be \_\_\_\_\_ the date of terminate of employment, or \_\_\_\_\_ the last day of the month which termination of employment occurs.

The Health Plan's Evidence of Insurability provisions \_\_\_\_\_ are \_\_\_\_\_ are not waived by the Health Plan under this Contract. The Health Plan will consider waiving this provision only if Group has 100 (one-hundred) or more Actively At Work Employees.

For those Subscribers and their Family Dependents who enrolled for the Health Plan coverage by submitting a Group Enrollment Form at least thirty-one (31) days after the Effective Date, coverage shall begin on the Eligible Date, which is defined as: \_\_\_\_\_ the first day of the calendar month following date of employment or completion of required waiting period, or: \_\_\_\_\_ the first day the Employee of Family Dependent becomes eligible, (e.g., the date of hire, marriage or birth).

**TERMINATING THE GROUP MASTER CONTRACT**

This Contract may be terminated for the following causes and in the following manner:

1. The Health Plan may terminate this Contract IAW Georgia Regulation 120-2-67-.09(b)(2), (3), (4), (5), (6), (7),, effective on any anniversary date of this Contract by giving written notice of termination to the other party as specified in the Regulation.
2. The Group may terminate this Contract, without cause, effective on any anniversary date of this Contract by giving written notice of termination to the other party at least thirty (30) days before the anniversary date.
3. The Health Plan reserves the right to terminate this Contract for Group's failure to pay Premium. Group is liable for Premium Payments due to the Health Plan up to the date of termination.
4. Group may terminate this Contract if the Health Plan has made a change to the Covered Services, or terms and conditions thereof, and Group finds such changes unacceptable. Group must give the Health Plan sixty (60) days written notification of termination before the effective date of change.

The termination of this Contract shall not prejudice any claim incurred while the policy is in force and during a reasonable (as defined by Georgia Regulation 120-2-10-.10) extension.

This Contract is made in the State of Georgia.

IN WITNESS WHERE, the parties hereto have caused Contract to be executed by duly authorized representatives this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_\_.

GROUP  
By \_\_\_\_\_  
(Date Signed) \_\_\_\_\_

COVENTRY HEALTH CARE OF GEORGIA, INC.  
By \_\_\_\_\_  
(Date Signed) \_\_\_\_\_