

**GROUP CONTRACT  
BETWEEN  
MVP HEALTH INSURANCE COMPANY ("MVP")  
625 State Street, PO Box 1076, Schenectady, NY 12301-1067  
518/370-4793**

**AND**

\_\_\_\_\_ ("**Group**")

\_\_\_\_\_ **Group Number**

In consideration of Group's payment to MVP of the premiums called for hereby, MVP accepts Group's application. MVP agrees to provide the health benefits described herein, commencing on 12:01 a.m. Eastern standard time at Schenectady, New York on \_\_\_\_\_ (the "Effective Date") for a period of [twelve (12) months]. The Group Contract will renew automatically for twelve (12) month periods, thereafter, unless this Group Contract is terminated as provided herein.

The entire agreement between Group and MVP consists of this Group Contract and the Exhibits attached hereto and incorporated herein. The Exhibits are: (1) the Group Application, attached as Exhibit A; (2) the General Terms and Conditions attached as Exhibit B; (3) the Certificate of Coverage and any Riders, Endorsements or amendments thereto, attached as Exhibit C and the Covered Person Payment Schedule, attached as Schedule C-1; (4) the Premium Rate Schedule attached as Exhibit D; and (5) Group's Eligibility Requirements attached as Exhibit E (the "Agreement").

The parties executing below represent that they have the authority to bind their respective entities to this Agreement.

IN WITNESS WHEREOF, MVP and Group have executed this Group Contract on the date set forth below.

MVP Health Insurance Company

Group

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **TABLE OF EXHIBITS**

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EXHIBIT A

GROUP APPLICATION FOR HEALTH CARE COVERAGE

Applicant agrees to abide by the terms and conditions of the Group Contract. Applicant warrants and represents that the information provided in this Group Application and other information provided to MVP is true and correct to the best of Applicant's knowledge and belief at this time.

Applicant agrees that the Group Application must be received and approved by MVP before MVP enters into the Group Contract and gives Applicant an Effective Date. The proposed "Effective Date" of the Group Contract is \_\_\_\_\_.

It is agreed that this Group Application replaces any prior Application for the Group Contract.

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NOTICE

A fraudulent insurance act has been committed when:

1. A person intends to defraud an insurance company or person by putting materially false information on an application for insurance or a statement of claim.
2. A person conceals information about a material fact.

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\_\_\_\_\_ ("Applicant")

Full or Corporate Name of Applicant

Address of Applicant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### ARTICLE I - DEFINITIONS

- A. **Accumulated Losses** means incurred claims plus retention and any other applicable charges that exceed earned premium.
- B. **Accumulated Surplus** means the amount of premiums paid during the Contract Period less the sum of incurred claims, retention, accumulated losses and any other applicable charges.
- C. **BISHCA** means the Vermont Department of Banking, Insurance, Securities, and Health Care Administration
- D. **Calendar Year** means the twelve- (12) month period beginning on January 1 and ending on December 31. However, if you were not covered under this Contract for the entire period, Calendar year means the period from your Effective Date until December 31.
- E. **Certificate of Coverage or Certificate** is the document that describes the health benefits and other terms and conditions offered by this Contract. It includes the amendments, riders, endorsements and/or schedules attached to it. The Certificate of Coverage for Group's Covered Persons is attached as Exhibit C.
- F. **Contract or Group Contract** is the agreement between MVP and Group to offer health benefits to eligible members of Group including the exhibits attached hereto and incorporated herein.
- G. **Contract Period or Contract Year** means a period of twelve (12) months starting at 12:01 a.m., eastern time, on your Effective Date (or the anniversary thereof) and ending at 12:00 midnight, Eastern Time, on the last day of the twelve (12) month period.
- H. **Coverage** means all the benefits Covered Persons may receive as described in the Certificate of Coverage.
- I. **Covered Person** is a Subscriber or his or her Dependents who are eligible for Coverage under this Group Contract or who have properly elected Continuation Coverage and for whom the required premium has been received by MVP.
- J. **Dependent** means a person other than the Subscriber, listed on the Subscriber's enrollment application who meets all eligibility requirements, and for whom the required premium has been received by MVP.

- K. **Group, Group Contract Holder or Contract Holder** is the entity named on the cover page of this document, to whom this Group Contract is issued.
- L. **Large Group** means a Group with 51 or more employees or group members.
- M. **Premium** means the dollar amount which Group must pay to MVP to begin and keep Coverage for Covered Persons under this Contract.
- N. **Renewal Date** is the anniversary date at the end of each Contract Period.
- O. **Small Group** means a Group with 50 or fewer employees or group members.
- P. **Subscriber** means an employee or member of Group or a former employee or member of Group who meets all eligibility requirements and for whom the required premium has been received by MVP.

In this document, "we," "us," and "our," mean MVP. "You," "your" and "yours" refers to the Group Contract Holder.

## **ARTICLE II - WARRANTIES AND REPRESENTATIONS**

- A. MVP is certified as a health maintenance organization under Chapter 139 of the Banking and Insurance Law of the State of Vermont.
- B. Group is a group as described in 8 VSA §4079, or a small group as described in 8 VSA §4080a and therefore is eligible to purchase this Group Coverage in the State of Vermont.

## **ARTICLE III - HEALTH CARE COVERAGE**

- A. In consideration of the mutual agreements contained herein, and upon the receipt of required Premiums, MVP shall provide health benefits for Covered Persons, in accordance with the terms of Group's Certificate of Coverage.
- B. Subject to applicable law, MVP may unilaterally revise Group's Coverage as of the Renewal Date, or at other times, upon 30 days prior written notice to Group and Subscribers, if approved by BISHCA. In addition, MVP may, upon written notice to Group and Subscribers, revise Group's Coverage to comply with changes in State or Federal laws or regulations. MVP and Group may also mutually agree to revise Group's Coverage, upon 30 days prior written notice to Subscribers. Group and Covered Persons have no vested rights to Coverage or other provisions of this Contract.
- C. Group agrees that MVP's network of participating providers will change from time to time. MVP reserves the right to, consistent with the applicable

requirements of the Vermont Banking and Insurance Law, and other applicable Federal and state laws and regulations, add or remove providers from its network at our discretion.

#### **ARTICLE IV - ELIGIBILITY, CERTIFICATES, & CONTINUATION COVERAGE**

- A. Eligibility. Group shall offer MVP Coverage to its eligible members or employees. Group shall ensure that only eligible members or employees are enrolled in such Coverage. In order to be eligible for Coverage, Group members or employees must satisfy Group's eligibility requirements as well as the requirements set forth in this Contract including, without limitation, the eligibility requirements set forth in the Certificate of Coverage. Group agrees to establish its eligibility requirements in a manner consistent with State and Federal laws and regulations. Group agrees that any eligibility requirements adopted by Group for MVP Coverage shall be the same as those for other health benefits options provided to Group members or employees. Group further agrees that any eligibility requirements adopted shall be applied in a fair and consistent manner so as not to prejudice or deter Group members or employees from selecting coverage with MVP. If Group is a Large Group, Group shall maintain minimum member or employee participation and employer contribution levels as set forth in Exhibit E. If Group is a Small Group, Group shall maintain the Member or employee participation and contribution levels set forth in Exhibit E.
1. Part-time employees. MVP shall not exclude Group's part-time employees. MVP shall offer to Group the option to offer the same group health benefits to Group's part-time employees as is offered to Group's full-time employees. "Part-time employee" is a permanent employee of Group who works a minimum of 17 ½ hours per week.
- B. Enrollment. Group shall have its members or employees who want MVP Coverage complete a hard copy or on-line web enrollment form. Copies of enrollment forms shall be transmitted to MVP. Group shall report to MVP, via hard copy, electronic format, or on-line web format, all additions to and deletions from Group's list of Covered Persons. Reports of additions shall be made no later than 30 days after the date of the event that established that Member's eligibility. Reports of deletions shall be made no later than 90 days after the date of the event that terminated that Member's eligibility. Group and MVP agree to comply with and cooperate during the open enrollment period(s) set forth in Exhibit E. Group and MVP agree to give eligible individuals the opportunity to enroll during the Special Enrollment Periods required under federal law and described below. Group shall maintain the minimum contribution and participation levels set forth in Exhibit E.

C. Special Enrollment Periods. This Section C shall apply only to Large Groups and those Small Groups that have elected open enrollment periods as indicated in Exhibit E.

1. Individuals Losing Other Coverage. Group and MVP shall permit non-enrolled, eligible employees or members (or a Dependent of such an employee or member) to enroll for Coverage, under the terms of the Certificate, if each of the following conditions is met.

(a) The employee, member or Dependent was covered under another group health plan not offered by your Group or had other health insurance coverage not through your Group at the time Coverage was previously offered to the employee, member or Dependent; and

(b) The employee's, member's or Dependent's other coverage described in subparagraph (a):

(i) was under a COBRA continuation provision and the coverage under such provision was exhausted; or

(ii) was not under a COBRA continuation provision and either:

(a) the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment, or reduction in the number of hours of employment) or

(b) employer or other Group contributions toward such coverage were terminated; and

(c) The employee, member, or Dependent requests such special enrollment not later than 30 days after the date of:

(i) such person's exhaustion of coverage described in subparagraph (b)(i) or

(ii) the termination of coverage or employer or Group contribution described in subparagraph (b)(ii).

D. Benefits Certificate. MVP will issue a Certificate of Coverage to each Subscriber. The Certificate will state the Coverage available to Subscribers and Dependents and the terms and conditions of such Coverage. The Certificate will summarize the provisions of this Group Contract that principally affect Covered Persons.

E. Continuation Coverage.

1. Group shall comply with all applicable requirements under the Consolidated Omnibus Reconciliation Act of 1985, P.L. 99-272 ("COBRA") or Chapter 107, subchapter 2 of the Vermont Banking and Insurance Law ("Vermont Group Continuation Coverage"), as amended, and any regulations promulgated pursuant thereto, including without limitation, that all notices be provided to Covered Persons regarding the availability, terms and conditions of continuation of COBRA or Vermont Group Continuation Coverage as applicable, all premium and eligibility requirements and the occurrence of any qualifying event(s) or termination event(s).
2. Group shall not attempt to modify the time periods for notice or election of COBRA or Vermont Group Continuation Coverage, premium payments or the eligibility criteria and termination events established by Federal and State law. Group shall be responsible for collecting all written requests for Continuation Coverage. Group shall forward such requests to MVP within 30 days of Group's receipt of such request. Group shall collect and remit to MVP all Premiums paid by Covered Persons pursuant to COBRA or Vermont Group Continuation Coverage, whichever is applicable, no later than the Premium due date. A Covered Person's COBRA or Vermont Group Continuation Coverage shall not be effective unless MVP timely receives all premiums due since the date of the Covered Person's qualifying event (as that term is defined under applicable laws and regulations), together with a properly completed and executed request for such Continuation Coverage.
3. Continuation Coverage for a Covered Person shall terminate in accordance with the applicable federal or state law which provided for the Covered Person's Continuation Coverage.
4. Within Forty-five (45) days prior to the scheduled date of termination of a Covered Person's Continuation Coverage (whether COBRA or Vermont State Continuation Coverage), Group shall notify all such Covered Persons of their Conversion Coverage options, if any.

**ARTICLE V - PREMIUMS**

- A. Premium Rates. Group will pay Premiums to MVP, monthly in advance by payroll deduction or otherwise, on behalf of each Covered Person. The Premium rates for the first Contract Period shall be set in accordance with the Premium Rate Schedule attached hereto.
- B. Rolling Premium Rates. Group understands and agrees that the Premium is based on rates in effect for the Calendar Quarter in which this Contract becomes



effective. It is further agreed that, for Large Groups, the Premium is based on a rating methodology that has been approved by, and is on file with BISHCA and that, for Small Groups, the Premium is based on rates that have been approved by, and are on file with BISHCA. Group and MVP agree that any quoted estimate of Premium provided by MVP, prior to BISHCA issuing its final approval, will be subject to change. MVP shall notify Group at least forty-five (45) days prior to the start of each Contract Year, of the approved rate for the next Contract Year. The approved rate will be charged for the period for which it has been approved, unless an increase or decrease has been approved by BISHCA and we provide you with forty-five (45) days prior written notice of such change.

- C. For Large Groups, this Contract is Experience Rated and the rates shall be determined on the basis of MVP's approved rating methodology.

MVP, upon Large Group's request, shall provide a report to explain Large Group's rate or rate adjustment (hereafter referred to as the "Standard Report".) MVP, upon Large Group's request, may provide reports other than the Standard Report. Such other reports must be mutually agreed upon and will be subject to an additional charge, to be determined by MVP.

For Small Groups, this Contract is Community Rated. The rates for any Contract Period shall be based on the experience of the entire pool of risks covered by this class of contract without regard to age, sex, health status or occupation.

- D. Payment of Premiums. Group must pay the total of all billed Premiums on or before the due date and must not make any adjustments to the billed premium amount. However, MVP will allow a grace period of thirty (30) days from the Premium due date for the payment of each Premium. Group will be billed for Covered Persons as follows:

1. For Covered Persons beginning Coverage between the 1st and the 15th of the month, a full month's Premium will be charged. For Covered persons ending Coverage from the 1st to the 15th of the month, no Premium will be charged.
2. For Covered Persons beginning Coverage between the 16th and the end of the month, no Premium will be charged for the initial, partial month of coverage. For Covered Persons ending Coverage between the 16th and the end of the month, a full month's Premium will be charged.

- E. Premium Adjustments Based on Enrollment. MVP will make retroactive adjustments to Group's billings in the following month for the addition or termination of Covered Persons that were not posted to previous Group billings. Group shall not receive any Premium credit for more than ninety (90) days from the termination date with respect to any terminated persons. Moreover, in no event will Group receive a Premium credit adjustment for persons who were

ineligible for Coverage but who received benefits during Premium periods prior to MVP's receipt of notification of their ineligibility and Group's request for a retroactive termination date. Group agrees that its failure to promptly notify MVP of a terminated or ineligible person may jeopardize that person's right to portability of Creditable Coverage and to Continuation Coverage under State and Federal laws.

- F. Termination for Non-Payment of Premiums. MVP may automatically terminate this Contract for failure to pay Premiums as of the end of any grace period. MVP will provide written notice to the Group if the Contract is terminated in this manner. The termination shall be effective on the first day following the end of the grace period. If so terminated, the Group will remain liable for any outstanding Premiums and late payments. MVP will also be entitled to all remedies provided for in law and equity, including but not limited to recovery from Group for the charges for benefits provided, attorneys' fees, costs of suit and interest.
- G. Return of Premiums for Ineligible Individuals. If MVP determines that a person for whom it has received a Premium does not satisfy all eligibility requirements, MVP shall use its best efforts to notify Group within thirty (30) days after such determination. MVP may elect to either: (1) terminate coverage with respect to such person prospectively and retain the appropriate Premium; or (2) to the extent permitted by applicable law, terminate coverage with respect to such person retroactively and refund the appropriate Premium to Group. MVP's receipt and deposit of Premiums or the authorization or payment of benefits for persons who are ineligible does not constitute a waiver of MVP's rights under this provision. Furthermore, if MVP has paid benefits for an ineligible person, such person and/or Group shall be responsible for refunding such payments received upon the written request from MVP or a participating provider.
- H. No Reconciliation. We will not refund Accumulated Surplus or charge for Accumulated Losses.

## **ARTICLE VI - TERMINATION**

- A. Conditions under which the Group Contract May Terminate. This Contract will continue for a period of one (1) year from the first Effective Date of Coverage. This Contract will automatically be renewed for additional one (1) year periods thereafter at each Renewal Date unless terminated in the manner described below:
1. Group may non-renew this Contract by providing MVP with thirty (30) days' advance written notice prior to the Renewal Date. Group may terminate this Contract, at any time and for any reason during the Contract Year other than at the Renewal Date by providing MVP with sixty (60) days advance written notice. (All notices must be provided in the manner set forth in Article VIII, below).

2. MVP may terminate this Contract, for any of the following reasons, on sixty (60) days' advance written notice, unless otherwise specified herein.
  - a. Non-Payment of Premiums. Group has failed to pay Premiums due under the Contract. (See Article V);
  - b. Fraud or Misrepresentation. Group has performed an act or practice that constitutes fraud. Group has made an intentional misrepresentation of material fact under the terms of this Contract. MVP will void Group's Contract as of the date of the fraud or intentional misrepresentation and MVP shall be entitled to all remedies provided for in law and equity, including but not limited to recovery from Group for the charges for benefits provided, attorneys' fees, costs of suit and interest;
  - c. Noncompliance with MVP Criteria. Group has failed to comply with MVP's applicable underwriting criteria. The termination will be effective as of the date of the Noncompliance. MVP shall be entitled to all remedies provided for in law and equity. This includes, but is not limited to, recovery from Group for the charges for benefits provided, attorneys' fees, costs of suit and interest;
  - d. Discontinuance of Class of Contract. We discontinue the class of contracts to which this Contract belongs. In such case, MVP shall provide at least ninety (90) days written notice to Group and to each Subscriber. Group shall be given the opportunity to purchase other Coverage currently offered by MVP to groups in such market;
  - e. Withdrawal from Market. We withdraw from the applicable market through which Group obtained Coverage under this Contract, and we cease offering any products in that market. In such case, MVP shall provide Group and each Subscriber at least one hundred eighty (180) days prior written notice.
  - f. Non-Permissible Group. Group ceases to meet the definition of a permissible group under Vermont Banking & Insurance Law requirements. The termination shall be effective as of the date Group ceased to be a permissible Group. MVP shall be entitled to all remedies provided for in law and equity including but not limited to recovery from Group for the charges for benefits provided, attorneys' fees, costs of suit and interest.
  - g. Regulatory and Other Reasons. Any reason found to be acceptable to BISHCA and/or authorized by the Health Insurance Portability

and Accountability Act of 1996, as amended, and regulations thereunder.

- B. Discretionary Reinstatement. In the event that this Contract is terminated for non-payment of Premium, MVP may, in the exercise of its sole discretion, agree, in writing, to reinstate this Contract upon timely receipt from Group of the unpaid Premiums for the period prior to the termination date, together with any additional Premiums for the period from termination through reinstatement.
- C. Adjustment of Termination Date. If any termination date established pursuant to this Contract is inconsistent with any applicable and binding statutory or regulatory requirements, then the earliest date allowable under the pertinent statute or regulation shall be the date of termination.
- D. Group Agrees to Provide Notice of Termination to its Covered Employees. Group understands and agrees that, except with respect to terminations in accordance with Article VI, Section A, Subsection 2, Subparts (d) & (e) above, it shall provide all Subscribers with a written notice, prepared by MVP, which shall state the fact of termination and the effective date of termination. Group shall also provide written notice to all Subscribers. The notice must state:
1. Unless otherwise provided for in the Certificate, MVP shall not be liable for claims incurred after such termination date.
  2. In any instance where Group's benefit plan involves member or employee contributions, if Group or other entity continues to collect contributions for Coverage beyond the date of termination, Group or other entity may be held solely liable for the benefits with respect to which the contributions have been collected.
  3. Covered Persons must refer to their Certificates in order to determine their rights.
  4. The notices letter shall be either:
    - a. hand delivered by Group to each Subscriber at the Subscriber's place of employment at least nine (9) days prior to the intended date of termination; OR
    - b. mailed by Group to each Subscriber at the Subscriber's last known address at least nine (9) days prior to the intended date of termination; AND
    - c. mailed by Group to both parents of a child covered under a qualified Medical Support Order, and to all other persons or agencies listed in such order; and

- d. Group must post copies of the Notice and the advisory letter in conspicuous locations most likely to give notice to Subscribers. Notice and advisory letters shall be posted at least nine (9) days prior to the intended date of termination.
- E. Effect of Termination. In the event of termination of this Contract, Group shall be liable to MVP for the payment of premiums to the date of termination and for charges for benefits provided to Covered Persons after the effective date of the termination. MVP shall not be liable for health care rendered to a Covered Person after the date of termination, unless the member is entitled to an extension of benefits as set forth in the Certificate of Coverage.

#### ARTICLE VII - PERSONNEL DATA

- A. Certification. Upon our request, Group will certify to us whether any person for whom a claim is submitted is an eligible member of Group. This Certification will be due within seven (7) days of our request. Any payments made by us because of an incorrect Certification will be Group's responsibility and Group will reimburse MVP for such costs. If a claim is rejected because of an incorrect Certification or the Group's failure to timely respond to a Certification request, MVP's liability is limited to the amount of payment we would have made if the claim had been properly certified.
- B. Records. Group agrees to keep complete and accurate records of all Subscribers in regard to their eligibility for Coverage for themselves and their Dependents, if any, under this Contract. Group agrees that MVP has the right to audit and inspect these records for purposes of administering this Contract.

#### ARTICLE VIII - NOTICE

All notices given under this Contract shall be in writing and (i) personally delivered; (ii) sent by first class mail, postage paid; or (iii) sent by **Certified Mail Return Receipt Requested** to the addresses set forth herein. Notices shall be deemed received: (i) on the date of delivery if personally delivered; (ii) three days from the date sent if sent by first class mail; or (iii) on the date received if sent by certified mail, return receipt requested. The parties shall advise each other of any changes of address by providing notice in the manner specified in this section.

- A. Notices to Group. All notices sent by MVP to Group shall be sent to the address stated on Group's Application.

- B. Notice to MVP. All notices to MVP should be in writing and sent to:

MVP Health Insurance Company  
625 State Street  
P.O. Box 1076  
Schenectady, NY 12301-1076

## ARTICLE IX - GENERAL PROVISIONS

- A. Assignment. Group may not assign, delegate or transfer any rights, duties, or obligations under this Contract, in whole or in part, without the prior written consent of MVP, the exercise of which shall be in the sole discretion of MVP. MVP expressly retains the right to assign, delegate or transfer this Contract.
- B. Entire Agreement. This Contract constitutes the entire agreement between the parties. This Contract shall supersede any prior arrangements, agreements, negotiations and discussions between the parties, whether written or oral, respecting the subject matter hereof. No agent or representative of MVP other than a duly authorized officer may change or waive any of its provisions. In the event of any dispute or question concerning enrollment, eligibility, Coverage or other terms and conditions, this Contract controls over the Vermont Member Handbook or other sources of general information issued by MVP to Group and/or Covered Persons.
- C. Records. In order to process claims, determine eligibility, and engage in our health care operations, it may be necessary for MVP to obtain Covered Persons' hospital and medical records and information from Providers. Providers include:
1. Hospitals
  2. Doctors
  3. Health Care Providers
  4. Clinics
  5. Health Insurers
  6. Payors of Health Claims
  7. Medical Related Facilities or Government Entities.

Covered Persons automatically give MVP permission to obtain and use these records for these purposes. To the extent necessary, Group shall help MVP get an appropriate written authorization from Covered Persons. MVP shall keep all such information confidential in accordance with applicable state and federal law and regulations.

- D. Legal Action. No action at law or in equity shall be brought against MVP prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. No such action shall be

- brought after the expiration of three years after the time written proof of loss is required to be furnished.
- E. Governing Law. Unless federal law applies, this Contract shall be governed by the laws of Vermont.
  - F. Venue for Legal Action. Group agrees that any legal action commenced against MVP shall be commenced in a court located in the State of Vermont. Group also consents and agrees that the courts of the State of Vermont shall have personal jurisdiction over Group in the event that an action is brought against Group by MVP or any subsidiary of MVP.
  - G. Waiver. MVP's waiver of any default under this Contract shall not constitute or operate as a waiver of any subsequent default hereunder. No delay, failure or omissions by MVP in exercising or enforcing any right or obligation under this Contract shall constitute a waiver, abandonment or relinquishment thereof. Nor shall it prohibit any election under or enforcement or exercise of any right or privilege hereunder.
  - H. Force Majeure. Any delay in or failure of performance by either party under this Contract (other than a failure to comply with payment obligations) shall not be a breach of this Contract if and to the extent caused by events beyond the reasonable control of the party affected, including without limitation, acts of God, embargoes, governmental restrictions, strikes (other than those only affecting Group), riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism, or sabotage. Market conditions and/or fluctuations (including a downturn of Group's business) shall not be deemed force majeure circumstances. Any party so prevented shall resume performance as soon as reasonably possible after the impediment to its performance is removed.
  - I. Construction and Interpretation of this Contract. Except as otherwise provided by law or regulation, MVP has the authority to determine whether and to what extent Covered Persons are entitled to Coverage and benefits and to construe disputed or unclear terms under this Contract. MVP shall be deemed to have properly exercised such authority unless it acts arbitrarily and capriciously.
  - J. Furnishing Information. Group must, within 30 days of our request, give us all information and records that we may need to perform our obligations under this Contract. In the event of a dispute concerning the provision or denial of benefits, MVP may require that a member be examined, at MVP's expense, by a provider designated by MVP.
  - K. Severability. The unenforceability or invalidity of any provision of this Contract shall not affect the validity and enforceability of the remainder of this Contract.

- L. Relationship of MVP and Providers. Group agrees that MVP and Preferred Providers have an independent contractor relationship. Providers are not agents or employees of MVP. MVP is not an agent or employee of any provider. This Contract does not require any provider to accept a Covered Person as a patient and we do not guarantee such acceptance by any provider. Preferred and Non-Preferred Providers are solely responsible for all services rendered or not rendered to Covered Persons.

Group further agrees that MVP does not control the treatment or other professional actions of providers. MVP's decisions relate only to whether we will provide benefits under this Contract. MVP's decisions are not a substitute for the professional judgment of providers. Persons making these decisions for MVP do not receive incentives to limit or deny benefits. They are not paid based upon the quantity or type of such decisions.

Group further agrees that MVP is not a health care provider, and is not engaged in the practice of medicine or the provision of professional medical services. Notwithstanding anything to the contrary, neither MVP nor its officers, directors, shareholders, employees, agents or other representatives shall be liable or responsible to group, covered persons or any other person for any act or omission of a participating provider or any other provider of health care, or its employees, agents, or representatives, in connection with the provision of health care services to covered persons or otherwise.

- M. Relationship of the Parties. No provision of this Group Contract is intended to create, nor shall be deemed or construed to create any relationship or joint venture among Group, Providers or MVP other than as independent entities contracting with each other solely for the purpose of effectuating the provisions of this Group Contract. Neither Group, Covered Persons, MVP, nor any Provider, nor any of their respective employees, shall be deemed or construed to be the agent, employee or representative of the others, and shall not bind the others by its actions or failure to act. MVP and Group agree that Group's employee benefit plan is a "plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (hereinafter "ERISA"), unless specifically exempted thereunder. MVP and Group, further agree that Group is the plan sponsor and administrator of the employee benefit plan as defined in Section 3(16) of ERISA.

- N. Indemnification. Group shall indemnify and hold MVP harmless for, from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs), which are related to, arise out of or are in connection with any negligent or intentional acts or omissions of Group, or any of its employees or agents, in performance of the obligations of Group or Covered Persons under this Group Contract.



- O. Execution of the Agreement. This Group Contract shall be executed by MVP and Group once the Group Application is completed and signed and Group has been accepted by MVP. However, payment of the applicable initial Premium shall constitute full execution of this Group Contract by the Group. If Group elects not to proceed with this Agreement, Group shall provide written notice to MVP of its intention not to proceed before the Effective Date. If this Agreement is not fully executed, MVP shall not be responsible for any claims made or paid or any expenses incurred on behalf of Group or Group's Members and Group shall reimburse MVP for such claims and expenses.
  
- P. Counterparts. This Group Contract may be executed in one or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same Group Contract.
  
- Q. Captions. The captions used herein are for convenience only. They are not a part of this Contract and do not limit or increase the terms and provisions hereof.

EXHIBIT C

CERTIFICATE OF COVERAGE

SCHEDULE C-1

COVERED PERSON PAYMENT SCHEDULE AND GROUP SELECTED RIDERS

Group agrees that it has selected the following Plan and Riders to be attached to the Certificate of Coverage offered to eligible members or employees of Group. (Riders are available only on a Group selected basis. All Covered Persons are subject to the Plan and Riders selected by Group.

MVP Plan \_\_\_\_\_

MVP Riders

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

EXHIBIT D

PREMIUM RATE SCHEDULE

EXHIBIT E

GROUP'S ELIGIBILITY REQUIREMENTS

Every Group employee or member within the classification set forth below shall be eligible for Coverage for himself and members of his Primary or Family Unit if, on or after the first Effective Date, he shall have completed the period of continuous employment or membership set forth in such classification.

Classification for Employees or Members Eligible:

Period of Continuous Employment or Membership Prerequisite for Eligibility:

Group's open enrollment period(s): Small Groups: None **OR** Other  
Large Groups: list dates \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Student status verified by Group: Yes \_\_\_\_\_ No \_\_\_\_\_

HIPAA Certificates of Creditable Coverage sent by Group: Yes \_\_\_\_\_ No \_\_\_\_\_

Required employee contribution: Small Groups: \$0 **OR** \$  
Large Groups: \_\_\_\_\_ other amount

Required employee participation: \_\_\_\_\_ percentage

Number of eligible employees electing **not** to be covered by MVP because they receive coverage through spouse: \_\_\_\_\_  
Group will provide MVP with signed waivers upon request.