

Employer Group Agreement

Effective Date: 06-01-2023

Revision Date:

SECTION A-GENERAL INFORMATION

Group Number: 121218

Employer Group Name: Port of Toledo

Legal Name of Employer Group:

Mailing Address:

496 NE Hwy 20

Toledo, Oregon 97391

United States

Business Address (if different from mailing address):

Association Plan: No

Third Party Administrator:

Employer definition:

Are you an Oregon Small Employer? Yes

An Oregon Small Employer means an Employer that employed an average of at least one but not more than 50 employees on business days during the preceding calendar year and that employs at least one Employee (as defined in 26 CFR 54.4980H-1(a)(15)) on the first day of the plan year, as provided in OAR 836-053-0015.

Are you a Large Employer? No

A Large Employer means an Employer that employed an average of at least 51 employees, including full-time equivalent employees, on business days during the preceding calendar year and who employs at least one employee on the first day of the plan year.

Determining the Small Employer or Large Employer Status:

The following shall be taken into account to determine Small Employer or Large Employer Status:

- Small Group or Large Group status shall be determined in accordance with the guidance entitled “Revised Counting Methodology for Determining Small or Large Group,” as set forth in Exhibit A to OAR 836-053-0015.
- Groups with common ownership under subsections (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986 shall be treated as one employer.
- The determination of whether an employer that was not in existence throughout the preceding calendar year is a small employer shall be based on the average number of employees that it is reasonably expected the employer will employ on business days in the current calendar year.

Eligible Employee definition

Eligible Employee means a person who:

1. Is a permanent employee, or leased worker as defined in ORS 743.522, who is paid a salary or wage by the Employer that meets the requirements of the state or federal minimum wage law(s) that apply to the Employer;
2. Meets the eligibility and enrollment criteria specified in Section D of this Employer Group Agreement and the requirements in section 8 of the Member Handbook; and
3. Is not an on-call, temporary, substitute or seasonal employee.

Eligible Employee also includes a person who is a sole proprietor, partner, corporate officer or limited liability corporation member of a business if such person regularly performs activities relating to the operation of the business and gains his/her livelihood from those activities.

SECTION B-GROUP CONTRACT INFORMATION

- **Renewal Notification:** 30 days
- **Renewal Date:** 06-01-2024
- **Premium Billing Information:**
A Member's coverage shall be effective and terminate as described in the Employer Group Agreement and the Member Handbook. Providence Health Plan will send out Premium Billing Statements on a monthly basis to the Employer listing all Subscribers and the amount of Premium due.

The Premium is due as indicated in the Rate Summary.

Payment of Premium is required for the entire month regardless of the specific day of the month that the Member's coverage begins or terminates.
- **Premium Due Date:** 1st of the month
- **Premium Payments Made in Error:**
Refunds for Premium payments made in error by the Employer shall not exceed: 60 days.
- **Termination of Coverage Effective Date:** The end of the month no longer eligible for coverage.

SECTION C-EMPLOYER PROVISIONS

The Group Contract for this Plan consists of this Employer Group Agreement, the Member Handbook, Rate Summary, Benefit Summaries, and any Endorsements and amendments that accompany these documents. These documents are incorporated as if set forth in this Employer Group Agreement.

DURATION, REVISION AND RENEWAL OF THE GROUP CONTRACT

The Group Contract is effective on the date shown on the Group Contract Declarations Page. Except for changes in Premium as described within this section, revision of the Group Contract can only be accomplished by written notification to Providence Health Plan and Providence Health Plan's acceptance of the requested revision, and the execution of an amendment to the Group Contract. Any renewal of the Group Contract for another Contract Year shall be accomplished by issuance of a new Rate Summary for the Group Contract, in the current form, executed by Providence Health Plan and the Employer. The payment of Premium shall constitute the Employer's acceptance of the terms of the Group Contract, including execution of the Rate Summary.

EMPLOYEE PARTICIPATION REQUIREMENTS

The minimum enrollment percentage of Eligible Employees and Eligible Family Dependents is as stated in the Employer Group Agreement. The maximum enrollment percentage of out-of-area Subscribers is as stated in Providence Health Plan's rate quote to the Employer. At least one Eligible Employee must be enrolled or the Group Contract will be terminated in accordance with the provisions the Employer Group Agreement.

Eligible Employees and Eligible Family Dependents who have medical coverage through another group plan will be not be considered in determining whether the Employer meets Providence Health Plan's minimum enrollment percentage requirements. These Eligible Employees and/or Eligible Family Dependents will be required to complete and sign a Waiver of Group Coverage form provided by, or acceptable to, Providence Health Plan.

Providence Health Plan reserves the right to audit the Employer's payroll records to verify compliance with the eligibility and enrollment requirements stipulated in the Group Contract. Failure to provide records requested by Providence Health Plan may, at Providence Health Plan's option, result in termination of the Group Contract.

With regard to Large Employers, Providence Health Plan reserves the right to review group census information and adjust Premiums at any time during the Contract Year if the Large Employer's number of out-of-area Subscribers exceeds the maximum allowable percentage as stated in Providence Health Plan's rate quote to the Large Employer.

If an Employer's number of out-of-area Subscribers exceeds Providence Health Plan's maximum allowable percentage of enrollment at any time during the Contract Year, Providence Health Plan will terminate the out-of-area Subscriber benefit at the next contract renewal. The Employer will receive written notice of this termination in accordance with the notification period stated in the Employer Group Agreement.

CHANGES IN PREMIUM CHARGES

The Premium specified in the Group Contract Rate Summary may be changed only in accordance with the following provisions:

1. Premiums are subject to change upon renewal of the Group Contract for another Contract Year.
2. If at any time during a Contract Year any federal or state law or any order or regulation of a federal or state agency mandates a modification of benefits under the Group Contract, Providence Health Plan may change the Premium and/or Covered Services accordingly. The change in Premium shall be effective on the effective date of the modification of benefits, as stated in the notice.
3. If at any time during a Contract Year any federal or state law enacts a tax or assessment associated with this Group Contract, Providence Health Plan may change the premium. The change in Premium shall be effective on the effective date of the tax or assessment, as stated in the notice.
4. Premiums may be changed as required by the terms of any amendment to the Group Contract.

Any changes in Premium will be accompanied by the issuance of a new Rate Summary.

PREMIUM PAYMENT DUE DATE

Premium is due on the first of the month, unless otherwise stated in Section B of the Employer Group Agreement. If the Employer does not pay the Premium within 10 days after the due date, Providence Health Plan will mail a single Premium delinquency notice to the Employer. If the Employer does not pay the Premium by the last day of the grace period specified in the notice, coverage will be retroactively terminated, with no further notice to the Employer, effective the last day of the monthly period through which Premium is paid. Providence Health Plan reserves the right to suspend claims processing for Employers whose Premium is delinquent. Failure to pay the Premium includes making a partial payment of the amount due as Premium. The Employer shall notify Members of the termination of coverage. If Providence Health Plan fails to send the Premium delinquency notice specified above, Providence Health Plan will continue the Group Contract in effect, without payment of Premium, until Providence Health Plan provides such notice. The election period for continuation coverage begins on the date that such notice is received by the Employer.

PAYMENTS MADE IN ERROR

Premium paid by the Employer for Ineligible Persons shall be refunded by Providence Health Plan upon written request by the Employer. However, the refund shall not exceed the Premium for the time period stated in the Employer Group Agreement. The Ineligible Persons will be financially responsible for the cost of health care Covered Services received during the refund period and will be billed for such Covered Services by the treating provider.

RENEWABILITY, MODIFICATION, AND TERMINATION OF THE GROUP CONTRACT

The Group Contract is guaranteed renewable and will not be terminated due to claims experience, health status, or length of time in force. The Group Contract may be terminated or modified for any of the following reasons:

1. Upon Providence Health Plan's receipt of written notice of termination from the Employer, provided that Providence Health Plan receives the notice at least 30 days in advance of the proposed termination date.
2. Upon failure of the Employer to pay any Premium by the due date as described in this document.
3. Upon failure of the Employer to comply with any provision of the Group Contract, including the definition of Eligible Employee or Small Employer. The termination shall be effective on the date specified in the notice from Providence Health Plan to the Employer.
4. Upon the failure of the Employer to satisfy at any time the minimum enrollment requirements specified in the Employer Group Agreement. The termination shall be effective on the earlier of the next Group Contract anniversary date or the last of the month in which no Eligible Employees are enrolled.
5. Upon our discovery of fraud or misrepresentation of the Employer. The termination shall be effective on the date specified in the notice from Providence Health Plan to the Employer. This date shall not be earlier than the date of the fraud or misrepresentation.
6. For noncompliance with the employer contribution requirements listed in the Employer Group Agreement. The termination shall be effective on the next Group Contract anniversary date.
7. When Providence Health Plan ceases to offer or elect not to renew all Health Benefit Plans for all Large Employer and/or Small Employer groups in this state. The termination will be effective on the date specified in the notice from Providence Health Plan. This date shall not be earlier than 180 days from the date of the notice.
8. When Providence Health Plan ceases to offer or elect not to renew a Health Benefit Plan for all groups in this state. We will send written notice to all Employers covered by the affected Group Contract at least 90 days prior to non-renewal, offering the Employer all Health Benefit Plans that we offer to groups of their size.
9. When Providence Health Plan ceases to offer or elect not to renew a Health Benefit Plan to employer groups in a specified Service Area because of an inability to reach an agreement with the health care providers or organization of health care providers to provide Services under the Group Contract within that specified Service Area. Providence Health Plan will send written notice to all Employers covered by the Group Contract at least 90 days prior to non-renewal. Providence Health Plan will offer to Employers all other plans that Providence Health Plan offer to groups of their size in the specified Service Area.
10. When Providence Health Plan is ordered by the Director to discontinue coverage in accordance with procedures specified or approved by the Director upon finding that the continuation of the coverage would not be in the best interests of Members or impair Providence Health Plan's ability to meet contractual obligations.
11. In the case of a Group Contract that delivers Covered Services through a network of Participating Providers, when Providence Health Plan no longer has any Members living, residing or working in the Service Area.
12. In the case of a Group Contract that is offered through one or more bona fide associations, when the membership of an Employer in the association ceases and the termination of coverage is not related to the health status of any Member.
13. When Providence Health Plan implements a uniform modification of coverage upon renewal for all employers in accordance with standards adopted by the Director, provided that Providence Health Plan furnishes written notice of the modification to the Employer at least 60 days prior to the renewal date.

Upon termination of the Group Contract for reasons other than non-payment of Premiums by the Employer except when group coverage is immediately replaced by the Employer with another insurer, Providence Health Plan will mail a notice of termination to the Employer within 10 working days after the termination date. If Providence Health Plan does not provide that notice to the Employer, Providence Health Plan will continue the Group Contract in effect, without payment of Premium, until the notice is given. The election period for continuation coverage begins on the date that such notice is received by the Employer.

NO REINSTATEMENT BY ACCEPTANCE OF PAYMENT

If the Group Contract is terminated for any reason, Providence Health Plan's acceptance of Premium after notice of the termination shall not guarantee a reinstatement of this contract. Any reinstatement must be agreed to by both Providence Health Plan and the Employer. Providence Health Plan shall refund any payment accepted, less any outstanding balance, to the Employer upon discovery that the payment was accepted without mutual agreement to reinstate.

CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

In accordance with the federal privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), Providence Health Plan will not disclose a Member's protected health information (PHI) to the Employer or any agent of the Employer unless requested for the HIPAA allowed purpose of the Employer's obtaining bids from other health plans for further health coverage or for the Employer's modifying, amending, or terminating any benefit under the health plan. Although allowable by HIPAA, Providence Health Plan's practice is to deidentify, or mask personal identifiers, on claims data released for these purposes.

In all other circumstances, Providence Health Plan does not disclose a Member's PHI to an Employer or any agent of the Employer. Should Providence Health Plan change this practice, a Member's PHI would not be released to an Employer or any agent of the Employer unless Providence Health Plan determines that such disclosure is:

1. In compliance with the applicable provisions of HIPAA; and
2. Consistent with the HIPAA privacy protections that are contained in the Employer's group health plan documents, as certified in writing to Providence Health Plan by the Employer, under which the Employer agrees to limit further disclosures to those permitted by law and plan documents, to ensure that any person or subcontractor with whom the PHI is disclosed makes similar agreements, not to use PHI for employment-related actions or decisions, not to use PHI for purposes related to any other benefits, to provide access to individuals to their PHI except as limited by law, to amend PHI as provided by law, to account for access to and disclosures of PHI as provided by law, to provide Providence Health Plan information Providence Health Plan may need to provide individuals with accountings of disclosures, to be audited by the US Department of Health & Human Services as to its handling of PHI, to return all PHI to Providence Health Plan when no longer required, to identify employees or classes of employees that need access to PHI and to prevent access to PHI for employees or classes of employees who are not identified as needing access to PHI, and to report to Providence Health Plan any violations of these principles. An Employer who receives PHI from Providence Health Plan must maintain policies and procedures that demonstrate compliance with the foregoing expectations, including procedures for the return, destruction and restriction of further use of PHI, and procedures for taking action if employees or subcontractors inappropriately use or disclose PHI.

Providence Health Plan will disclose a Member's PHI with whom and in ways permitted by HIPAA. These uses are covered in detail in Providence Health Plan's Notice of Privacy Practices available online, or by mail if you request it. Providence Health Plan will only use or disclose a Member's PHI for treatment purposes, operational purposes, payment purposes, or for any reasonable purposes to which the Member has consented.

EMPLOYER RECORDS

The Employer is responsible for keeping accurate records relating to the Group Contract. The records must contain all the information Providence Health Plan needs to administer this contract. Providence Health Plan has the right to request, inspect or audit the Employer's records at any reasonable time during regular business hours.

ADMINISTRATION AND INTERPRETATION OF THE PLAN

To the extent the Group Contract relates to an employee benefit plan that is governed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the Employer's responsibilities and Providence Health Plan responsibilities include the following:

- The Employer is responsible for furnishing summary plan descriptions, annual reports and summary annual reports to plan participants and to the government as required by ERISA.
- The Employer and not Providence Health Plan is the "Plan Administrator" as defined in ERISA.
- The Employer is responsible for providing all notices regarding the COBRA continuation provisions specified in the Member Handbook. Providence Health Plan is responsible for providing all notices of Creditable Coverage as specified in the Member Handbook, and notices regarding the availability of State Mandated Continuation Coverage as specified in the Member Handbook unless the Employer agrees to provide such notices.
- The Employer gives Providence Health Plan, acting for the "Plan Administrator," the discretionary authority to interpret the terms of the related ERISA plan and to make factual determinations relevant to benefit determinations.

LIMIT OF LIABILITY WHEN INACCURATE DESCRIPTIVE MATERIALS ARE DEVELOPED BY EMPLOYER

The Employer will indemnify, defend and hold Providence Health Plan harmless from any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, descriptive materials written, created, designed or printed by the Employer, or on the Employer's behalf by any third party when such descriptive materials:

1. Are used without prior review and written approval by us; and
2. Inaccurately reflect any of the terms, conditions and/or provisions of the Group Contract.

The term "descriptive materials" includes, without limitation, any type of circular, leaflet, booklet, summary, handbook, letter or form that describes in whole or in part any of the terms, conditions and/or provisions of the Group Contract.

SECTION D-CLASS INFORMATION

- **Description of Class:** All Employees
- **Eligibility Requirements:** To be eligible for coverage under the Group Contract all Members, except out-of-area Subscribers and Out-of-Area Dependents as specified in section 8 of the Group Contract and in Providence Health Plans' rate quote to the Employer, must work or reside in the Service Area.

All employees of this class who work on a regularly scheduled basis of 40 hours per week are eligible for enrollment under the Group Contract.
- **Effective Date of Coverage Provision:**
Employee Eligibility Waiting Period (probationary period): 60 days
Effective Date of Coverage: First of month following the Eligibility Waiting Period.
- **Minimum Employer Premium Contribution Requirements:**
Percentage (%) or dollar amount (\$) of Premium contributed by an Employer with 1 to 50 Eligible Employees. The minimum allowable contribution for Subscribers must equal at least 50% of Subscriber Premium.

Minimum Employer contribution:
Subscribers: 50% Dependents: 0%
- **Minimum Participation Requirements:**
75% with minimum 1 enrolled common law employee.
- **Dependent Children Limiting Age:** 26 years of age; if fulltime student, 26 years of age
- **Group Contract Provisions:**
24-Hour Coverage: We provide 24-hour coverage for owners, officers, or partners not covered by Workers' Compensation and non-subject workers who are Members under the Group Contract.

Lay Off and Rehire: If rehire occurs within 9 months the Eligibility Waiting Period is waived.

Employer-approved Leave of Absence: 3 months. Absences extending beyond this period of time are subject to COBRA/State Continuation provisions in the Group Contract and Member Handbook.
- **Enrollment:** Eligible Employees and Eligible Family Dependents must enroll within 31 days after becoming eligible.
- **Non-Medicare Eligible Retired Employee Coverage:** No

SECTION E-BENEFIT INFORMATION

Description of Class: All Employees

- Each enrolled Eligible Employee, and enrolled Eligible Family Dependent(s) for plans allowing dependent coverage, elects coverage under one medical benefit or one medical + prescription drug benefit.
- All other non-medical benefits apply to every eligible enrollee.

| <u>Contract/Endorsement</u> | <u>Benefit</u> | <u>Effective Date</u> |
|------------------------------------|-----------------------------|------------------------------|
| Medical + Prescription Drug | Total Enhanced 500 Platinum | 06-01-2023 |
| Medical + Prescription Drug | Total Enhanced 750 Platinum | 06-01-2023 |
| Medical + Prescription Drug | Total Enhanced 1500 Gold | 06-01-2023 |



EMPLOYER GROUP CONTRACT RATE SUMMARY

Attached to and made a part of: 121218

Employer/Group: Port of Toledo

Description of Class (if applicable): All Employees

Effective date of this Rate Summary: 06-01-2023

For value received, it is hereby agreed between the Port of Toledo and Providence Health Plan that Providence Health Plan will be paid the following premiums:

| Benefit Plan | Employee (EE) | EE + Spouse | EE + Child(ren) | EE + Family |
|-----------------------------|----------------------|--------------------|------------------------|--------------------|
| Total Enhanced 500 Platinum | \$1,022.10 | \$2,044.20 | \$1,890.90 | \$2,913.00 |
| Total Enhanced 750 Platinum | \$988.35 | \$1,976.70 | \$1,828.45 | \$2,816.80 |
| Total Enhanced 1500 Gold | \$848.05 | \$1,696.10 | \$1,568.90 | \$2,416.95 |

The payment of Premiums due for coverage extended hereunder on and after the effective date of the Rate Summary will be deemed to constitute acceptance of the Employer Group Contract and Rate Summary by the Port of Toledo absent a written agreement to the contrary with Providence Health Plan.