



A UnitedHealthcare Company

<i>Office Use Only</i> Oxford Group #: _____ CSP _____ Plan Year : _____
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## Oxford MyPlan<sup>SM</sup> Health Reserve Account Group Application

**Instructions:** Please complete this form in full and forward along with the appropriate Oxford Health Plans group application for insured health plans.

### SECTION I. GROUP INFORMATION

<b>Full legal name of group:</b>		
<b>Full legal subsidiary and/or affiliated company name:</b> (If applicable)		
<b>Primary address of group:</b> (No P.O. Box)		
<b>Phone number:</b>	<b>Fax number:</b>	<b>E-Mail:</b>
<b>Benefits Administrator:</b> (Name/Title)		
<b>Tax identification number:</b>		<b># Of eligible employees:</b>

### SECTION II. OXFORD MYPLAN HEALTH RESERVE ACCOUNT INFORMATION

Oxford Benefit Management<sup>SM</sup> (OBM) organizes the administrative services for the Oxford MyPlan Health Reserve Account.

- The Oxford MyPlan Health Reserve Account is based on a Health Reimbursement Arrangement (HRA) and is available on an annual basis only to employees enrolling in Oxford MyPlan.** Upon employee termination, any remaining balance in the Oxford MyPlan Health Reserve Account is forfeited.

**Please select from the following Oxford MyPlan Health Reserve Account options:**

- Plan Year (Standard)**
  - An Oxford MyPlan Health Reserve Account equal to \$ \_\_\_\_\_ (Standard = ½ In-Network deductible) is available to all eligible employees at the beginning of the plan year.  
A family Oxford MyPlan Health Reserve Account is equal to \$ \_\_\_\_\_ (Standard is 2x single Oxford MyPlan Health Reserve Account).
  
- Calendar Year**
  - An Oxford MyPlan Health Reserve Account equal to \$ \_\_\_\_\_ (Standard = ½ In-Network deductible) is available to all eligible employees at the beginning of the calendar year. A plan year that begins at a time other than January 1<sup>st</sup> will have a pro-rated Oxford MyPlan Health Reserve Account for the remainder of the calendar year. At the beginning of the next calendar year, the full, annual Oxford MyPlan Health Reserve Account is available to employees.  
A family Oxford MyPlan Health Reserve Account is equal to \$ \_\_\_\_\_ (Standard is 2x single Oxford MyPlan Health Reserve Account).
  - Employees joining at any time other than the first quarter will have a pro-rated Oxford MyPlan Health Reserve Account balance available for the remainder of the calendar year.

**2. Please indicate if you would like to carryover unused Oxford MyPlan Health Reserve Account balances to the following plan year:**

Yes (Please select one of the following)

100% of unused funds shall carryover to the following plan year subject to a lifetime account balance limit of \$ \_\_\_\_\_ (without regard to single or family coverage under the medical insurance plan).

A maximum of \$ \_\_\_\_\_ shall carryover to the following plan year (without regard to single or family coverage under the medical insurance plan).

No. Any unused funds are not available to the employee the following plan year.

**3. Banking Options**

OBM services will batch Oxford MyPlan Health Reserve Account claims on a bi-weekly basis. OBM will notify the Group of the total amount of the claims processed. The Group agrees to fund the Oxford MyPlan Health Reserve Account as required by OBM, prior to the payment of claims. Please indicate how you would like to fund those claims by selecting an option below:

Automated Clearing House (ACH) (Complete Oxford MyPlan Claim Disbursement Authorization Form #6739)

Wire transfer

Hard copy check sent to OBM

Oxford drafts checks off employer account (Complete an Oxford MyPlan Check Drafting Authorization #6811)

Please contact me to discuss banking options

**4. Are you offering OxfordFlex Healthcare product to your employees?**

Yes  No

*If Yes, Please indicate which option:*

Standard Option: OxfordFlex Healthcare funds must be exhausted prior to the Oxford MyPlan Health Reserve Account. (The employee must exhaust the Cafeteria Plans qualified under Section 125 of the Internal Revenue Code Health-FSA before reimbursement may be made from the Health Reserve Account.)

Non-Standard: Oxford MyPlan Health Reserve Account funds can be used prior to OxfordFlex Healthcare being exhausted.

**SECTION III. OXFORD MYPLAN HEALTH RESERVE ACCOUNT DEFINED**

The Oxford MyPlan Health Reserve Account is a health reimbursement arrangement self-funded by Group from the Group's general assets for the benefit of Members to cover certain eligible medical expenses as defined under Section 213(d) of the Internal Revenue Code (the "Code"). Members may obtain reimbursement from the Oxford MyPlan Health Reserve Account **ONLY** for Oxford MyPlan eligible medical services, which would otherwise be applied to the Member's out-of-pocket deductible and/or coinsurance expenses. In-network preventive care, office visit co-payment's, prescription drugs, out-of-network amounts in excess of the UCR reimbursement, or other services that are not covered under the health insurance coverage, are not reimbursable from the Oxford MyPlan Health Reserve Account. Members must properly document all eligible medical expenses consistent with the requirements of the Code prior to reimbursement from the Oxford MyPlan Health Reserve Account.

**SECTION IV. PLAN ADMINISTRATIVE PROCESSES AND ELIGIBILITY**

1. The provisions in this application cover those Members enrolling in Oxford MyPlan Health Reserve Account. Except as otherwise set forth in this application, all eligibility rules and administrative information completed on the Oxford Health Plans group application for insured healthcare benefits also apply to the Oxford MyPlan Health Reserve Account. This application represents an agreement between OBM and the Group for the services described herein. The term of this application shall run concurrently with the Oxford MyPlan group health coverage.

2. Group must have a minimum of 5 enrollees. Group agrees to pay OBM an administrative fee (\$5.50 per employee per month for Groups with 5-250 eligible employees; \$4.50 per employee per month for Groups with 251+ eligible employees) identified in the Oxford MyPlan Health Reserve Account rate quote for the services related to the administration of the self-funded Oxford MyPlan Health Reserve Account. Such fees shall be submitted to OBM on the first day of each calendar month during the term of this

Agreement. Failure to pay administrative fees or late payment is cause for termination by OBM as described in paragraph 3 of this section of this Oxford MyPlan Health Reserve Group application.

3. This Agreement may be terminated by either OBM or the Group upon at least sixty days prior written notice. This Agreement may be immediately terminated by OBM if, **(i)** the Group fails to pay the administrative fee as described in paragraph 2; **(ii)** the Group fails to properly fund the Oxford MyPlan Health Reserve Account; **(iii)** the Group fails to follow other administrative procedures required by the Internal Revenue Code for the proper administration of the Oxford MyPlan Health Reserve Account. This Agreement may be renewed for a subsequent Term, consistent with the Oxford MyPlan Health Reserve group health contract, upon the submission and acceptance by OBM of a revised group application at least thirty days prior to the expiration of the then current Term.
4. The amount credited to a Member's Oxford MyPlan Health Reserve Account for any Plan Year shall be used only to reimburse the Member for qualifying Oxford MyPlan Health Reserve Account expenses incurred during such Plan Year while the Employee was a Member, and only if the Member applies for reimbursement on or before the 180<sup>th</sup> day following the close of the Plan Year.
5. Assuming that the Group continues to provide funding for the HRA, upon termination of this Agreement, OBM shall continue to process all claims that were incurred for the HRA prior to termination, but not processed as of the date of termination ("Run off period"). All conditions of this Agreement shall apply during the Run off Period.
6. Group shall be responsible for the payment of all claims and other administrative responsibilities associated with the Oxford MyPlan Health Reserve Account after the termination of this agreement.
7. Members may have access to network providers contracted with an OBM affiliate. Reimbursement with network providers may be based on fee for service, discounted fee for service, variable fee for service or other methodology. The Group recognizes that the availability of rates is subject to the terms and conditions of the applicable contract between the OBM affiliate and the contracted provider.  
  
All reimbursement methodologies are subject to change and neither OBM nor any OBM affiliate make any representation or guarantees with respect to the reimbursement methodology for any network provider. Group agrees that any discounts or rebates negotiated by an OBM or an OBM affiliate with respect to the access to healthcare services shall be retained by that entity.
8. OBM's administration of the Oxford MyPlan Health Reserve Accounts are subject to OBM's policies and procedures as modified by OBM from time to time.

## **SECTION V. PLAN CERTIFICATION**

The undersigned Group hereby adopts and establishes the following self-funded health reimbursement arrangement, herein referred to as "Oxford MyPlan Health Reserve Account", pursuant to applicable federal and state law, including, but not limited to, Section 105 of the Internal Revenue Code, as amended. The Group hereby appoints OBM as its ministerial agent to process claims under the Oxford MyPlan Health Reserve Account. OBM will at all times be subject to directions and instruction from the Group. The Benefits Administrator and fiduciary is the Group, not OBM. The Group agrees to appoint OBM to carry out the administration of the Oxford MyPlan Health Reserve Account. It shall be the principal duty of the Group, as Benefits Administrator, to see that the Plan is carried out in accordance with its terms for the exclusive benefit of Members entitled to participate in the Oxford MyPlan Health Reserve Account. Each eligible Member will have the opportunity to participate in the Group-sponsored Oxford MyPlan Health Reserve Account. Group hereby agrees to offer the Oxford MyPlan Health Reserve Account and benefits to all eligible Members. Said Group attests that the Group contributions to the Oxford MyPlan Health Reserve Account are provided to the Member on a tax-free basis. Group agrees to fund claims payments for claims on bi-weekly basis or as otherwise required by OBM for the payment of eligible claims.

Group agrees to be held responsible for the payment of all claims submitted by Members for the Oxford MyPlan Health Reserve Account. The Group agrees to implement procedures for the reimbursement of improper claims submitted by Members including; **(i)** withholding amount of improper claims from Member's wages; **(ii)** offsetting amount of improper claims against further claims; or **(iii)** requiring Member to pay the Group the amount of improper claims. Group agrees to indemnify and hold harmless OBM, its affiliates and their directors, officers, employees and agents against any and all losses, liability or damages, including reasonable attorney fees that OBM may incur by reason of Group's failure to properly fund, or substantiate claims applicable to the Oxford MyPlan Health Reserve Account, or by the Member's failure to abide by the rules established for the Oxford MyPlan Health Reserve Accounts, or for any other disputes brought against OBM in connection with the services provided by OBM in connection with the Oxford MyPlan Health Reserve Account.

Group certifies that the Corporation has approved the offering of a Section 105 plan and that the Corporation will take actions as may be necessary to comply with this Plan offering.

Group acknowledges and agrees that OBM is not **(i)** the Benefits Administrator, or **(ii)** a fiduciary of the Plan.

**X**

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Signature of authorized officer of the company

Date

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Title

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Broker Name (please print)

Phone Number

*Administered by Oxford Benefit Management,  
A wholly owned subsidiary of Oxford Health Plans, Inc.*