

Aetna Medicare Advantage Application Small Group Employers

Effective Date

Requested Effective Date	Existing Aetna Customer <input type="checkbox"/> Yes <input type="checkbox"/> No If existing Aetna customer, Policy/Group Number _____
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Employer Information

Company Name		DBA/Doing Business	
Address			
Street	City	State	Zip Code
Billing Address			
Street	City	State	Zip Code
Contact Name	Phone Number	Fax Number	
E-mail Address		Federal Tax ID Number	
Employer Sponsor Type	<input type="checkbox"/> Employer <input type="checkbox"/> Union <input type="checkbox"/> Trustee of Fund		
Employer Classification	<input type="checkbox"/> State Government <input type="checkbox"/> Local Government <input type="checkbox"/> Publically Traded <input type="checkbox"/> Privately Held <input type="checkbox"/> Nonprofit <input type="checkbox"/> Church <input type="checkbox"/> Other _____		

Medicare Product Selection: All Medicare Advantage plans listed below include Medicare prescription drug ("PD") coverage.

Aetna MedicareSM Plan (HMO): <input type="checkbox"/> HMO 1.7 <input type="checkbox"/> HMO 4.7 <input type="checkbox"/> HMO 2.7 <input type="checkbox"/> HMO 5.7 <input type="checkbox"/> HMO 3.7	Medicare Advantage HMO provided and administered by Aetna Health Inc. CT, DC, DE, FL, GA, MD, ME, NC, NJ, NY, OH, PA, SC and VA. Medicare prescription drug benefits are provided and administered by Aetna Life Insurance Company.
Aetna MedicareSM Plan (PPO): <input type="checkbox"/> PPO 1.7 <input type="checkbox"/> PPO 4.7 <input type="checkbox"/> PPO 2.7 <input type="checkbox"/> PPO 5.7 <input type="checkbox"/> PPO 3.7	Medicare Advantage PPO and Medicare prescription drug benefits are provided and administered by Aetna Life Insurance Company

Medicare Applicant Information: Please complete this section for each individual who is eligible to apply for Aetna's Small Group Medicare coverage.

Applicant Name	Status (Indicate Active or Retiree or Spouse)	Indicate Yes or No		Applicant Home Zip Code
		Eligible for Part A:	Enrolled in Part B:	

Late Enrollment Penalty Attestation (Please review and complete if applying to obtain coverage under a Medicare Advantage plan with Medicare prescription drug coverage.)

Pursuant to Section 1860D-13(b) of the Social Security Act and 42 C.F.R. Sections 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 individual's Medicare Part D initial enrollment period during which the individual 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 new LEP-related procedures, the Centers for Medicare and Medicaid Services (CMS) permits Medicare prescription drug plan sponsors and Medicare Advantage (MA) Organizations to accept attestations from employers wherein the employer attests to the creditable coverage history of individuals submitted for enrollment in the employer group's Medicare prescription drug plan for purposes of reporting covered months.

Yes, Applicant will attest to the creditable prescription drug coverage history of all individuals submitted by Applicant for enrollment in Aetna's Medicare Advantage plans with prescription drug coverage ("MA-PD plans") for purposes of reporting covered months. By checking this box and signing this Application, Applicant attests that all individuals submitted for enrollment under the above-listed group numbers or any future group numbers, in Aetna's MA-PD plans 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. 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 for purposes of reporting covered months. Applicant understands that without an attestation from Applicant, all individuals submitted by Applicant for enrollment in MA-PD plans 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.

Centers for Medicare & Medicaid Services (CMS) Enrollment & Disenrollment Rules

CMS has established various enrollment and disenrollment rules that apply to group Medicare Advantage plans (MA) and standalone Medicare prescription drug plans (Part D plans) sponsored by an employer, labor organization or other plan sponsor (collectively “group Aetna MA and Part D plans”). To comply with these CMS enrollment and disenrollment rules, Applicant must agree to the following:

General Enrollment & Disenrollment Rules

1. Any individual enrolled in a group Aetna MA or Part D plan (“Member”) must be notified in writing when Applicant decides to enroll or disenroll the Member into or out of the plan (“Written Enrollment/Disenrollment Notice”). This Written Enrollment/Disenrollment Notice must describe how the Member can contact Medicare for information about other Medicare Advantage or Part D plan options that might be available to the Member.
2. The Written Enrollment/Disenrollment Notice must be provided to the Member by Aetna or Applicant at least twenty-one (21) calendar days prior to the effective date of the Member’s enrollment into or disenrollment from the group Aetna MA or Part D plan.
3. Applicant must maintain and provide to Aetna all information required by CMS for Aetna to submit a complete enrollment or disenrollment request transaction to CMS for Members, which includes, but is not limited to, all data elements required by CMS that can be found in Chapter 2 of the CMS “Medicare Managed Care Manual” for Medicare Advantage plans.

Retroactive Transactions for Group Aetna MA and Part D plans.

Applicant acknowledges that CMS has established requirements that apply if Applicant directly accepts enrollment/disenrollment requests for Members that are forwarded to Aetna for processing, and Applicant agrees to comply with these CMS requirements. Under these circumstances, Applicant agrees to promptly forward enrollment and disenrollment forms completed by Members to Aetna, as described in the Group Agreement. Applicant acknowledges that if there is a delay between the time a Member submits an enrollment/disenrollment request to Applicant and when the enrollment/disenrollment request is received by Aetna, the enrollment/disenrollment transaction may not be processed by CMS unless Aetna requests and CMS approves a retroactive enrollment/disenrollment transaction for the Member. Applicant further acknowledges that Aetna, in its sole discretion and judgment, will determine whether to submit retroactive enrollment and disenrollment transactions to CMS, and will make such determinations in accordance with Medicare laws, rules and regulations, including CMS instructions. All of the requirements described in this section also apply to any third party administrator retained by Applicant to accept enrollment/disenrollment requests on its behalf.

Effective Dates for Retroactive Enrollment/Disenrollments

Applicant acknowledges that the effective date of enrollments and disenrollments in a group Aetna MA or Part D plan cannot be earlier than the date the enrollment or disenrollment request was completed by a Member. The effective date of the enrollment/disenrollment may be retroactive up to, but may not exceed, ninety (90) days from the date that Aetna received the enrollment/disenrollment request (which must be completed prior to the requested effective date) from Applicant.

Applicant Termination Requests

Applicant acknowledges that CMS does not permit a plan sponsor offering a group Aetna MA or Part D plan to retroactively terminate a Member who no longer meets the Plan Sponsor’s eligibility criteria to remain enrolled in the group Aetna MA or Part D plan, or to retroactively terminate an agreement with Aetna to offer a group Aetna MA or Part D plan. To meet these CMS requirements, Applicant must agree to provide Aetna with timely, prospective notice if Applicant chooses to terminate a Member’s group Aetna MA or Part D plan coverage based on loss of eligibility, or terminate their agreement with Aetna to offer a group Aetna MA or Part D plan, and acknowledges that the termination effective date will be determined in accordance with Medicare laws, rules and regulations and CMS requirements. In addition, Applicant agrees that the Applicant and/or Aetna will provide Members with written notice of the termination of a group Aetna MA or Part D plan at least 21 days in advance of the termination effective date, in accordance with CMS requirements.

Medicare Secondary Payer (MSP) Requirements

Applicant and Aetna agree to comply with all MSP provisions set forth in federal laws, rules and regulations and CMS instructions that apply to Applicant, our group MA and standalone Medicare prescription drug plans, and Aetna (MSP Requirements), including those MSP Requirements that apply to Applicant’s active employees and retirees and their dependents who are Medicare beneficiaries diagnosed with ESRD (ESRD Beneficiaries). MSP Requirements provide that if an ESRD Beneficiary is eligible or entitled to Medicare based on ESRD, the commercial (non-Medicare) group health plan offered by Applicant (GHP) must be the primary payer for the first 30 months of the person’s Medicare eligibility or entitlement (the 30-month coordination period), regardless of the number of employees employed by Applicant and regardless of whether the ESRD Beneficiary is a current employee or retiree. In furtherance of Aetna’s and Applicant’s compliance with these MSP Requirements, if Applicant offers a group Aetna MA plan or a group standalone Medicare prescription drug plan (Aetna Group Medicare Plan), Applicant must agree to confirm whether ESRD Beneficiaries are in their 30-month coordination period, and Applicant may not seek to enroll an ESRD Beneficiary in an Aetna Group Medicare Plan during the ESRD Beneficiary’s 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiary for that period. Applicant will receive a Medicare Group Agreement that will address this MSP requirement.

Applicant Acknowledgements and Agreements

The Applicant agrees that at no time shall any individual submitted by Applicant for enrollment in an Aetna Medicare plan ("Enrollee") be permitted or required to contribute for non-contributory coverage; or, unless the change is approved in writing by an authorized representative of Aetna, to make contributions for contributory coverage at a rate higher than the initial contribution rate applicable for the Enrollee's then current coverage. It is agreed that no coverage shall become effective as to any person who is not then a (1) bona fide, full-time employee regularly performing the duties of his or her occupation (subject to applicable HIPAA requirements for health coverage), (2) a bona fide retiree of Applicant, or (3) an eligible dependent of such retiree or employee, unless otherwise specifically agreed to by Aetna and provided in the plan documents (which consist of the Group Agreement and Evidence of Coverage). 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. All material terms of coverage are set forth in the plan documents. Applicant agrees to make records directly related to an Enrollee's coverage under the Group Agreement available to Aetna for inspection, at Aetna's expense, at Applicant's office, during regular business hours, upon reasonable advance request. This provision shall survive termination of the Group Agreement.

Applicants acknowledges that it must maintain responsibility for making reports and disclosures required by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including the creation, distribution and final content of summary plan descriptions, summary of material modifications and summary annual reports, unless Applicant is specifically exempt there under.

Applicant acknowledges that Applicant's active employees are only permitted to enroll in group Aetna Medicare plans if Applicant employs less than twenty (20) employees. If Applicant submits any of its active employees for enrollment in a group Aetna Medicare plan, Applicant certifies that it employs less than twenty (20) employees, and Applicant agrees that it will immediately notify Aetna in writing (following the written notice requirements set forth in the Group Agreement) if at any time Applicant employs twenty (20) or more employees.

Applicant has selected, in accordance with applicable law, the coverage to be offered to Applicant's active employees, retirees and/or their eligible dependents and Applicant has solely determined any/all coverage options for the Applicant's active employees, retirees and/or their eligible dependents and the contribution amounts.

The plan documents 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.

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 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 Enrollees 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.

Applicant agrees to deliver or otherwise make available to Enrollees all Aetna paper or on-line member documents and other plan related materials upon request by Aetna.

All data that may have a bearing on coverage or premiums will be open for Aetna to inspect while the Group Agreement is in force, and as required under applicable laws, rules and regulations and the Group 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.

Age-in Program:

Aetna manages a monthly communications program known as the "Age-in" Program that is available to Applicant's retirees approaching age 65. This program can provide Applicant's retirees who are aging-in to Medicare with timely information regarding the Medicare program. Your participation in the "Age-In" Program is voluntary. If Applicant chooses to participate in this "Age-in" Program, Aetna will administer the communications program at no additional expense to Applicant. The "Age-in" Program consists of the following:

- (1) Phase 1: A mailing sent 4 months before a retiree's 65th birthday that advises that Aetna can assist the retiree with the transition to enrolling in Medicare;
- (2) Phase 2: A mailing sent 2 months before a retiree's 65th birthday, providing details about the Aetna Medicare plans available to a retiree; and
- (3) Phase 3: A mailing sent during the month of the retiree's 65th birthday, reminding the retiree of the reasons to consider enrolling in an Aetna Medicare plan.

Due to current system limitations, the "Age-in" Program mailings are sent based on age only. This means that these mailings may be sent to both an Applicant's retirees and active employees who are nearing their 65th birthday. However, the communications that are sent as part of the "Age-in" Program describe the eligibility rules established by your organization and Aetna relating to enrollment in a group Aetna Medicare plan, and the communications make it clear that only retirees and their eligible dependents, not active employees, are permitted to enroll in Aetna's group Medicare plans, unless the plan sponsor offering the group Medicare plan employs less than twenty (20) employees.

If your organization does not want to participate in this "Age-in" Program, please notify your Account Executive that your organization does not want to participate in the Age-in Program within 30 days of the date that you sign this Group Application. If you do not notify your Account Executive that your organization does not want to participate in the "Age-in" Program within 30 days of the date that you sign this Group Application, Aetna will proceed with including your organization in the "Age-in" Program.

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 Residents: 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 Residents: 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 Residents: 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 Residents: 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 Residents: 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 may subject such person to criminal and civil penalties.

Maine and Tennessee Residents: 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 Residents: 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 Residents: 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 Residents: 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 Residents: 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 is guilty of insurance fraud.

Oklahoma Residents: 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 Residents: 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 Residents: 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 Residents: 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 Residents: 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 commit a fraudulent insurance act, which is may be a crime and may subjects such person to criminal and civil penalties.

Vermont Residents: 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 Residents: 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 Residents: 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.

