



**205 Park Club Lane
Buffalo, New York 14221**

Dear Administrator:

Please complete the following and return it to:

Univera Healthcare
Sales Department
205 Park Club Lane
Buffalo, New York 14221

1. **Billing Election – Please select the option you prefer.**

- We would like Univera Healthcare to administer the billing for our **COBRA** of New York State continuation of coverage provisions for subscribers. (If you select this option, you must sign the Administrative Agreement on the back of this form.)
- We would prefer to collect premiums and remit the payments on our **COBRA** of New York State continuation of coverage provisions group bill for our subscribers.

2. **COBRA** and New York State continuation of coverage providers do not apply to us because:

- We are considered a church plan.

3. Group Name: _____

4. Signature: _____ Title: _____

5. Group Number: _____ Telephone: _____

PLEASE SEE SECOND PAGE FOR ADMINISTRATIVE AGREEMENT



Agreement for COBRA and

New York Continuation of Benefits Premium Billing

Excellus Health Plan, Inc. dba Univera Healthcare, including its entities, subsidiaries and affiliates, current and future, and _____(Employer) agree as follows:

Effective: _____

1. On behalf of the Employer, Univera Healthcare will, on a monthly basis, bill and collect premiums from those former employees and other beneficiaries of the Employer's group health insurance plan who qualify for and elect to purchase continuation coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or the continuation provisions of the New York State Insurance Law. Benefits and premiums will correspond to those otherwise applicable under the group health insurance plan, provided that Univera Healthcare will add to each bill a charge for its billing service equal to two percent (2%) of the applicable premium, which service charge the Employer is assigning to Univera Healthcare.

2. The Employer will have sole responsibility for complying with all notice requirements and election procedures under COBRA and the New York State Insurance Law and for determining who is eligible for continuation coverage under its group health insurance plan. The Employer will notify Univera Healthcare in writing with respect to the commencement, termination and other terms and conditions of continuation of coverage for each eligible individual, and Univera Healthcare will be entitled to rely upon those instructions.

It is agreed that Univera Healthcare is not assuming responsibility for the Employer's obligations pursuant to COBRA or the New York State Insurance Law other than to bill and collect premiums according to the Employer's instructions.

3. Univera Healthcare will terminate participants for non-payment after a 30-day grace period. Termination shall be effective on the first of the month for which premium was due.

4. Upon notification from the Employer, Univera Healthcare will notify the member in writing of the termination of COBRA and of any direct pay conversion privilege that may be applicable.


5. The Employer will indemnify Univera Healthcare from and against any claims, liabilities, costs, or

damages that arise as a result of the Employer's actions, instructions or failure to act relative to the performance of this Agreement, including any failure to comply with the requirements of COBRA or New York State Insurance Law continuation of coverage provisions. The Employer's duty to indemnify will survive the termination of this Agreement.

6. This Agreement may not be assigned, delegated or transferred by either party without the express written consent of the other; and such transfer or assignment shall be void, except that either party may assign this Agreement to any entity that controls, is controlled by, or that is under common control with it now or in the future, or which succeeds to its business through a sale, merger or corporate transaction.
7. The contract may be terminated by either party upon sixty (60) days' written notice and may be modified at any time by mutual written agreement of the parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Any action or proceeding arising out of or relating to this Agreement shall be brought in a federal or state court of competent jurisdiction in the County of Erie, State of New York, and the parties agree to submit to the jurisdiction and venue of such courts.

Univera Healthcare

Employer:

By: 
Print Name: Pamela Pawenski
Title: Vice President, Sales
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Address: 205 Park Club Lane
Buffalo, NY 14221

Address: _____
