CalCPA Health

Group Insurance Trust of the
California Society of Certified Public Accountants

SUBSCRIPTION AGREEMENT
Effective January 1, 2025

This Subscription Agreement ("Subscription Agreement") is made by and between the employer identified below and the Board of Trustees of the Group Insurance Trust ("Trust") of the California Society of Certified Public Accounts ("CalCPA"). It is established and maintained under a Trust Agreement, amended and restated as of May 1, 1997 and as thereafter further amended from time to time ("Trust Agreement"). Certain capitalized terms used in this Subscription Agreement are defined in the Trust Agreement.

This Subscription Agreement contains information concerning the employer and it's Eligible Persons who are Employee* and who satisfy (1) CalCPA's criteria for coverage under a particular plan and (2) the employer-imposed waiting period ("Eligible Employee(s)"). This information will be used to by the Board of Trustees to establish the employer's eligibility to become a Participating Employer in the Trust. With the Board of Trustees' approval (which it may give or withhold in its sole and exclusive discretion), the employer will become a Participating Employer as of the effective date specified by the Board of Trustees in the spaces provided below. Coverage effective dates for each Eligible Person will be determined according to the terms of the Group Membership Enrollment Form applicable to such person and the Plan Document or the terms of the applicable Policy, as appropriate. Any conflict between the terms of this Subscription Agreement and the Trust Agreement will be resolved in favor of the Trust Agreement.

Note: it is important to understand the terms and conditions of the coverage(s) you select. As concerns coverage through the Benefit Plans of the Group Insurance Trust of the California Society of Certified Public Accountants ("Benefit Plan"), the Benefit Plan brochure contains essential information regarding the various coverage and benefit options available under the Benefit Plan. Please do not complete this Subscription Agreement before reading the Benefit Plan summaries. If you have any questions regarding the terms and conditions of any coverage(s), please call Banyan Administrators - Managers for the CalCPA Health Programs at 877-480-7923.

As the Trust reserves the right to modify the terms of the CalCPA Health plans at any time, the most current Subscription Agreement is located on the Trust's website, www.calcpahealth.com, or can be made available upon request.

It is the subscriber's responsibility to notify Banyan Administrators – Managers for the CalCPA Health Programs in the event there is any change in the information represented on this Subscription Agreement. Subscribers may be asked to provide proof of information represented on this Subscription Agreement from time to time. If the subscriber fails to do either of the above, or violates any other provisions of this Subscription Agreement or the Trust Agreement, Trust participation privileges may be revoked.

* As used in this Subscription Agreement, an Employee includes any proprietor, shareholder or partner of the employer as well as an employee in the usual parlance.

New Group Application Guidelines

Submission Deadline:

- All forms must be received by Banyan Administrators no later than the fifth (5th) of the month for which coverage is being requested. If the fifth (5th) of the month falls on a weekend or a holiday, then the submission deadline is the first subsequent regular workday.
- New group enrollment submissions must be received by the seventh (7th) day of the month prior to the coverage effective date (or next business day if the 7th falls on a weekend or holiday) in order to have ID cards issued by the coverage effective date.

In order to be eligible as a Solo Practitioner class an employer must:

- Must be an accounting firm in public practice or a firm offering general financial services.
- Must be headquartered in the state of California.
- Must not have any employees (benefit eligible W-2) in addition to the Sole Practitioner.

Solo Practitioner Participation Requirements:

- Must work at least 20 hours per week (1040 hours per year) in the profession.

Required Forms:

- Signatures cannot be dated more than 59 days prior to the requested effective date.
- Must complete an enrollment form; completing all fields including signature.

Missing signatures and questions left unanswered can delay the processing of your application. If you have any questions regarding or need assistance with reviewing the Subscription Agreement, please call Banyan Administrators – Managers for the CalCPA Health Programs at 877-480-7923. Once all questions have been answered, please sign and submit completed forms to:

Banyan Administrators
1215 Manor Drive, Suite 200
Mechanicsburg, PA 17055
Phone: (877) 480-7923
Fax: (877) 237-4519
Secure Email: calcpahealth@calcpahealth.com
Secure portal: www.calcpahealth.com/secure-portal/

Note: this document was written to summarize the main requirements for new group applications and additional information may be required. A complete list may be found in the Underwriting Guidelines.

Employer Information

To obtain and maintain eligibility as an employer, the Sole Practitioner must be a CPA Member of CalCPA, or Associate Member of CalCPA. All CalCPA members must hold and maintain their CalCPA membership in good standing. For purposes of this Subscription Agreement, all employers deemed to be part of an affiliated group under Internal Revenue Code Sections 414(b), (c) or (m) are considered to be a single "employer." Employers may be asked to provide proof of compliance with membership requirements from time to time

Employer Name: _____

Federal Employer Identification Number (FEIN) – *REQUIRED:* _____

Address: _____

City: _____ State: _____ Zip: _____ County: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

Type of Organization: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Other: _____

CalCPA Membership: Please list all firm owners below and indicate if they are a current member of CalCPA. *Please note: the CalCPA membership identification number is not the CPA license #. If you do not know the CalCPA membership identification number, please call CalCPA Membership Services at (800) 922-5272.*

Name and title	CalCPA Member	CalCPA ID# *(not CPA License #)*
_____	Yes ☐ No ☐	_____

☐ Check here if your firm is currently enrolled with CalCPA Health. If so, please provide your client code: _____

Please indicate the requested effective date for CalCPA Health coverage to begin: _____

Waiting Period: Please indicate the desired waiting period preceding the start of coverage for newly hired employees. *Note: choose one option that will be applicable to all plans selected.*

Coverage will begin on the **1st of the month following:** ☐ Date of hire* ☐ 30 days ☐ 60 days

** If date of hire is the first of the month, and "Date of Hire" waiting period is selected, coverage will be effective on that date. (ex. Employees hired on 07/01/25 would be effective on 07/01/25. Employees hired on 07/02/25 would be covered on 08/01/25*

Minimum Number of Hours Required to be Eligible for Benefits: The Trust requires that Sole Practitioners be working in the profession on a full time and permanent basis, with no additional benefits eligible W-2 employees (if there are W-2 employees then you may qualify as an employer group). Sole Practitioners are eligible to enroll in CalCPA Health if they are actively at work for at least 20 hours per week, 1040 hours per year.

By signing this Subscription Agreement, you certify that your minimum hours of work is 1040 hours per year.

Plan Selections Guidelines

On the following pages, please select the desired coverage(s) from one or more of the following plans: (1) CalCPA Health Medical/Rx Plans; (2) Dental Plans; (3) Vision Plans; and/or (4) Group Long-Term Disability and Group Term Life.

CalCPA Health plan changes are made during the Trust's annual renewal and are effective to all plans on January 1st regardless of the firm's renewal date with CalCPA Health. Annual plan changes will be made available in December via the Off-Cycle Renewal Change Notice.

Medical Underwriting Guidelines: Subject to the provisions of the Plan Document and Disclosure Form relating to enrollment and late enrollment: (1) each Employee of the employer is an Eligible Person; (2) if the firm is a proprietorship or partnership, each principal or partner of the firm is an Eligible Person; (3) each spouse and family member, as such terms are respectively defined in the Plan Document and Disclosure Form, is an Eligible Person. Any conflict between the terms of this Subscription Agreement and the Plan Document and Disclosure Form will be resolved in favor of the Plan Document and Disclosure Form.

Eligibility: Only active, regular, full-time (working at least 20 hours per week) self-employed persons are considered Eligible Persons for purpose of health coverage provided through the Trust.

1099 Recipients: Independent contractors whose annual payments from the employer are reported on IRS form 1099 are not eligible to participate.

Spouses: If spouses are employed by the same employer, they may both be covered as Employees. Eligible children may be considered Dependents of either one or both of the Employee parents.

Stand-alone Ancillary Administration Fee: A stand-alone Ancillary Administration fee will be applied to dental and vision plans if medical is cancelled. Stand-alone ancillary products are not offered.

Benefit Plan Selections

Medical/Rx Plan Selection: Employer may offer any combination of plans, check all that apply. All plans selection must be made available to all eligible employees.

Plan Structure	PPO HSA Plans	EPO HSA Plans	Select PPO HSA Plans	PPO Copay Plans	EPO Copay Plans	Select PPO Copay Plans
Network access	PPO	PPO	Select PPO	PPO	PPO	Select PPO
Pharmacy Network	ESI	ESI	ESI	ESI	ESI	ESI
In-network Benefits	Yes	Yes	Yes	Yes	Yes	Yes
Out-of-network Benefits non-emergency	Yes	No	Yes	Yes	No	Yes
Direct access to care: *No Gate Keeper (PCP) or referrals*	Yes	Yes	Yes	Yes	Yes	Yes

PPO Plans

- ☐ PPO HSA PRx 1650
- ☐ PPO HSA PRx 1850
- ☐ PPO HSA PRx 2000
- ☐ PPO HSA PRx 3000
- ☐ PPO HSA PRx 3900
- ☐ PPO HSA PRx 5000
- ☐ PPO HSA PRx 6500

- ☐ PPO 10/0
- ☐ PPO 25/750
- ☐ PPO 30/1000
- ☐ PPO 30/1250
- ☐ PPO 45/1850
- ☐ PPO 45/2250
- ☐ PPO 45/2850
- ☐ PPO 65/4250
- ☐ PPO 50/6250/OV3
- ☐ PPO 75/7250/OV1

EPO Plans

- ☐ EPO HSA PRx 3000
- ☐ EPO 25/750
- ☐ EPO 45/2850

Select PPO Plans

- ☐ S.PPO HSA PRx 1650
- ☐ S.PPO HSA PRx 1850
- ☐ S.PPO HSA PRx 2000
- ☐ S.PPO HSA PRx 3000
- ☐ S.PPO HSA PRx 3900
- ☐ S.PPO HSA PRx 5000
- ☐ S.PPO HSA PRx 6500

- ☐ S.PPO 10/0
- ☐ S.PPO 25/750
- ☐ S.PPO 30/1000
- ☐ S.PPO 30/1250
- ☐ S.PPO 45/1850
- ☐ S.PPO 45/2250
- ☐ S.PPO 45/2850
- ☐ S.PPO 65/4250
- ☐ S.PPO 50/6250/OV3
- ☐ S.PPO 75/7250/OV1

Dental Plan Selection: Must be purchased with an active medical plan, stand-alone dental is not offered.

- ☐ Dental PPO

Vision Plan Selection: Choose one plan to be offered to all eligible employees. Must be purchased with an active medical plan, stand-alone vision is not offered.

- ☐ Signature Standard Plan
- ☐ Signature Enhanced Plan

General Proviions

1) The employer agrees, and, as a condition of being entitled to receive any benefit provided through the Trust, the Benefit Plan, or any Policy, each Eligible Person or any other person claiming such benefits must agree (the employer and each Eligible Person and such other person being hereafter referred to collectively in this paragraph 1 as the "Employer") that:

   (a) CalCPA, the committee, the administrator, the Board of Trustees, the Trust, the Benefit Plan and the shareholders, directors, trustees, officers, employees and agents of each (hereafter referred to collectively in this paragraph 1 as "CalCPA") shall have no responsibility or liability with respect to the provision or quality of any service provided by any benefit or other service provider (including, without limitation, any malpractice liability); and

   (b) all claims and controversies ("Claims") that the Employer may have against CalCPA, and that CalCPA may have against the Employer, which claims arise under or relate to this Subscription Agreement, the Benefit Plan Document and Disclosure Form (if applicable), or the Trust Agreement, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Procedures of the American Arbitration Association, except as otherwise provided herein. Each party shall share equally the fees and costs of the arbitrator. The Employer and CalCPA agree that the aggrieved party must give written notice to the other party within 120 days of the date the aggrieved party first has knowledge of the event giving rise to the claim; otherwise the claim shall be void and deemed waived notwithstanding any Federal or State statute of limitations. Either party may bring an action in a court of competent jurisdiction to compel arbitration hereunder and to enforce an arbitration award. The Employer and CalCPA agree that, except as otherwise provided in this paragraph 1, neither of them shall initiate nor prosecute any lawsuit or other proceeding in any way related to a claim covered by this Subscription Agreement. The provisions of this paragraph 1 do not apply to any claim subject to arbitration under the Benefit Plan Document and Disclosure Form.

2) The employer agrees to enroll all Eligible Persons to be covered under the Benefit Plan Document and Disclosure Form or any Policy provided under the Trust Agreement, as appropriate, on enrollment forms provided by the Trust's sales agent ("Agent"). The enrollment forms should be sent to the Agent at the address indicated at the end of this Subscription Agreement.

3) The employer agrees to complete and submit enrollment forms for any new Eligible Person who is to be covered under the Benefit Plan Document and Disclosure Form or any Policy provided under the Trust Agreement, as appropriate, to the Agent within 31 days after such person achieves Eligible Employee status. Coverage for such persons may be delayed or denied if enrollment forms are not submitted in a timely manner. In addition, the employer agrees to timely update the Agent regarding any changes (including without limitation terminations and changes in Dependents' status) in the information supplied on this Subscription Agreement or, if known to the employer, on any enrollment forms

4) The employer agrees to submit in writing any requests to terminate this Subscription Agreement and withdraw from participating in the CalCPA Health programs to the Agent at least 30 days in advance of the requested group's termination date.

5) The employer agrees to make contributions to the Trust in the amount, at the time or times, and in the manner specified from time to time by the Board of Trustees. *Note: Any failure by the employer to pay contributions in a timely manner may result in an irrevocable lapse of coverage, without any prior notice of delinquency. Failure to make timely pay contributions will result in the termination of this Subscription Agreement with applicable claims and fee liability.*

6) The employer agrees to be bound by the terms of the Trust Agreement to the extent applicable to the employer and its Eligible Persons and to abide by all operating rules and regulations established from time to time by the Board of Trustees.

7) The employer acknowledges that the Trust was created to provide for the provision of group coverage as a matter of convenience and accommodation to the employer and its Eligible Persons and, in consideration therefor, agrees to indemnify and hold harmless CalCPA, the Board of Trustees, the Agent, the service administrator, and any fiduciary of the Trust against and from all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of the negligence or willful misconduct or material breach of this Subscription Agreement by the employer.

Full Name of Employer: _____

Signed By: _____ **Date:** _____

Print Name: _____ **Title:** _____