



**OFFICE OF GROUP BENEFITS  
HEALTH REIMBURSEMENT  
ARRANGEMENT  
FOR  
STATE OF LOUISIANA EMPLOYEES**

provided by



**BlueCross BlueShield  
of Louisiana**

An independent licensee of the Blue Cross  
and Blue Shield Association.

5525 Reitz Avenue • Baton Rouge, Louisiana • 70809-3802  
[www.bcbsla.com](http://www.bcbsla.com)

## HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

### NOTICE TO ELIGIBLE EMPLOYEES, RETIREES AND DEPENDENTS

This plan is established by OGB to reimburse you for certain health care expenses as described herein. This HRA is integrated with a High Deductible Health Plan specifically designed to work with it. You cannot receive reimbursements from this HRA if you are not enrolled in its integrated High Deductible Health Plan. The HRA will reimburse you for those benefits covered under the High Deductible Health Plan but not reimbursable because they are adjudicated towards the plan's deductible or coinsurance. Health care services reimbursable under this HRA may be rendered to you by providers that either participate or not in the High Deductible Health Plan's network. However, to obtain the best advantage of your HRA funds, you should procure your health care services from providers that participate in the integrated High Deductible Health Plan's network.

Specific information about Network providers can be found at <http://www.bcbsla.com/ogb> or by calling the customer service telephone number on the back of your identification (ID) card.

**HEALTH REIMBURSEMENT ARRANGEMENT (HRA)**

**TABLE OF CONTENTS**

<b>ARTICLE I.</b>	<b>INTRODUCTION .....</b>	<b>4</b>
<b>ARTICLE II.</b>	<b>DEFINITIONS .....</b>	<b>5</b>
<b>ARTICLE III.</b>	<b>SCHEDULE OF ELIGIBILITY .....</b>	<b>9</b>
<b>ARTICLE IV.</b>	<b>METHOD OF FUNDING .....</b>	<b>20</b>
<b>ARTICLE V.</b>	<b>MANAGEMENT OF HRA ACCOUNTS .....</b>	<b>21</b>
<b>ARTICLE VI.</b>	<b>HEALTH REIMBURSEMENT BENEFITS.....</b>	<b>22</b>
<b>ARTICLE VII.</b>	<b>COORDINATION OF BENEFITS.....</b>	<b>23</b>
<b>ARTICLE VIII.</b>	<b>GENERAL PROVISIONS – GROUP AND COVERED PERSONS .....</b>	<b>23</b>
<b>ARTICLE IX.</b>	<b>COMPLAINT, GRIEVANCE AND APPEAL PROCEDURES .....</b>	<b>32</b>
<b>ARTICLE X.</b>	<b>HOW TO OBTAIN CARE WHILE TRAVELING, MAKE PLAN CHANGES AND FILE CLAIMS .....</b>	<b>38</b>
<b>ARTICLE XI.</b>	<b>RESPONSIBILITIES OF PLAN ADMINISTRATION.....</b>	<b>39</b>
	<b>GENERAL PLAN INFORMATION OF CONTINUATION COVERAGE RIGHTS UNDER COBRA .....</b>	<b>41</b>

## **ARTICLE I.**

## **INTRODUCTION**

### **A. Establishment of the Plan**

The Office of Group Benefits ("Plan Administrator") hereby establishes this Health Reimbursement Arrangement Plan (the "HRA") effective January 1, 2015 (the "Effective Date"). This Plan is integrated with a Consumer Driven Health Plan (the "CDHP"); a high-deductible health plan specifically designed to work together with this HRA, and shall be administered accordingly. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is intended to permit a Participant to obtain reimbursement of Qualified Medical Expenses on a nontaxable basis from his or her HRA Account.

### **B. Legal Status**

This Plan is intended to be a Health Reimbursement Arrangement (HRA) as defined under Internal Revenue Service (IRS) Notice 2002-45. The Qualified Medical Expenses reimbursed under this HRA are intended to be eligible for exclusion from a Participant's gross income under the Internal Revenue Code (IRC) Section 105(b). This Plan is intended to be an employer-provided medical reimbursement plan under IRC Sections 105 and 106 and regulations issued thereunder, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and U.S. Department of Labor (DOL) Technical Release (Tech. Rel.) 2013-3, through integration with the CDHP. This Plan and the integrated CDHP shall be interpreted to accomplish these objectives.

## ARTICLE II.

## DEFINITIONS

Accrual – The funds that the Plan Administrator credit to each Participant’s HRA Account at the beginning of the Period of Coverage, and are made available for the reimbursement of covered Qualified Medical Expenses.

Available Amount - The dollar amount available in a Participant’s HRA Account at any specific point in time for reimbursement of Qualified Medical Expenses, which will be the Accrual credited for the current Period of Coverage, plus any Carryover from a preceding Period of Coverage, reduced by prior reimbursements debited against the account.

Benefits – The Qualified Medical Expenses that are reimbursable under this Plan as described under Article VI.

Carryover – Funds that are leftover in a Participant’s HRA Account at the end of a Period of Coverage after all reimbursements for that Period of Coverage have been made, which are allowed under this Plan to be carried over to the next Period of Coverage.

COBRA - The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Compensation - The wages or salary or retiree pension benefits paid to an Employee or Retiree by the Employer.

CDHP - The Consumer Driven Health Plan with which this HRA is integrated. It is a high-deductible health plan sponsored by OGB and intended to work together with this HRA.

Covered Person – An Eligible Employee or Retiree, or any of their Dependents eligible for coverage for whom the necessary application forms have been completed, and whom the Plan Administrator has accepted and enrolled into the Plan.

Date Acquired - The date a Dependent of a covered Employee/Retiree is acquired in the following instance and on the following dates only:

1. Legal Spouse – the date of marriage;
2. Child or Children
  - a. Natural Children – the date of birth;
  - b. Children in the process of being adopted:

Agency adoption – the date the adoption contract was executed between the Employee and the adoption agency;

Private adoption – the date the Act of Voluntary Surrender is executed in favor of the Employee. The Plan Administrator must be furnished with certification by the appropriate clerk of court setting forth the date of execution of the Act and the date the Act became irrevocable, or the date of the first court order granting legal custody, whichever occurs first;

- c. Child for whom the Employee has legal custody or guardianship – the date of the court order granting legal custody or guardianship or of the notarized act granting provisional custody;
- d. Grandchild of the Employee who is not in the legal custody of the Employee whose parent is a covered Dependent:

- i. The date of birth of the Grandchild, if all of the above requirements are met at the time of birth;  
or
- ii. The date on which the coverage becomes effective for the covered Dependent, if all of the above requirements are not met at the time of birth.

Dependent – Any of the following persons who (a) are enrolled for coverage as Dependents by completing appropriate enrollment documents, if they are not also covered as an Employee, and (b) whose relationship to the Employee has been Documented, as defined herein:

- A. The covered Employee's legal Spouse;
- B. A Child from Date Acquired until attainment of age twenty-six (26);
- C. A Child of any age who meets the criteria set forth in the Eligibility Article of this Plan.

Documented (with respect to a Dependent of an Employee) – The following written proof of relationship to the Employee has been presented for inspection and copying to the Group, or to a representative of the Employee's Participant Employer designated by OGB:

- A. The covered Employee's legal Spouse - Certified copy of certificate of marriage indicating date and place of marriage.
- B. Child
  - 1. Natural or legally adopted child of Covered Person - Certified copy of birth certificate listing Covered Person as parent or certified copy of legal acknowledgment of paternity signed by the Covered Person or certified copy of adoption decree naming Covered Person as adoptive parent.
  - 2. Stepchild - Certified copy of certificate of marriage to spouse and birth certificate listing spouse as natural or adoptive parent.
  - 3. Child placed with Your family for adoption by agency adoption or irrevocable act of surrender for private adoption. Certified copy of adoption placement order showing date of placement or copy of signed and dated irrevocable act of surrender.
  - 4. Child for whom You have been granted guardianship or legal custody, including provisional custody - Certified copy of the signed court order granting legal guardianship or custody, or the original notarized act granting provisional custody in proper statutory form and substance.
  - 5. Grandchild for whom You do not have legal custody or guardianship whose parent is a covered Dependent - Certified birth certificate or adoption decree showing parent of grandchild is Dependent child and certified copy of birth certificate showing Dependent child is parent of grandchild.
- C. Child age twenty-six (26) or older who is incapable of self-sustaining employment and who was covered prior to and upon attainment of age twenty-six (26) - Documentation as described in B.1. through B.5. above, together with an application for continued coverage and supporting medical documentation which must be received by OGB prior to the child's attainment of age twenty-six (26) as well as additional medical documentation of child's continuing condition periodically upon request by OGB.
- D. Such other written proof of relationship to the Employee deemed sufficient by the Group.

Effective Date - For this Plan has the meaning described in Article I.

Electronic Protected Health Information - Has the meaning described in 45 CFR §160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

Eligible Employee - An Employee eligible to participate in this HRA, as provided in Section 3.1.

Employee - A full-time Employee as defined by a Participant Employer and in accordance with state law.

Employment Commencement Date - The first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

Enrollment Form - The form provided by the Plan Administrator for the purpose of allowing a person to participate in this Plan.

ERISA - The Employee Retirement Income Security Act of 1974, as amended.

FMLA - The Family and Medical Leave Act of 1993, as amended.

Full Time Equivalent (FTE) – A full-time equivalent Employee who is employed on average 30 or more hours per week, as defined under IRC Section 4980H and determined pursuant to the regulations issued thereunder.

Health FSA - A health flexible spending arrangement as defined in Prop. Treas. Reg. §1.125-5(a) (1).

Highly Compensated Individual - An individual defined under IRC Section 105(h), as amended, as a "highly compensated individual."

HIPAA - The Health Insurance Portability and Accountability Act of 1996, as amended.

HRA - A health reimbursement arrangement as defined in IRS Notice 2002-45.

HRA Account(s) - The HRA Accounts described in Article IV (B).

IRC - The Internal Revenue Code of 1986, as amended.

IRS – The U.S. Internal Revenue Service.

Office of Group Benefits (OGB) - The entity created and empowered to administer the programs of benefits authorized or provided for under the provisions of Chapter 12 of Title 42 of the Louisiana Revised Statutes.

Participant - An individual who is an Eligible Employee or Retiree and who is participating in this Plan in accordance with the provisions of Article III.

Participant Employer - A State of Louisiana entity, school board, or a state political subdivision authorized by law to participate in this HRA.

Period of Coverage - The Plan Year, with the following exceptions: (a) for Eligible Employees or Retirees who first become Participants, it shall mean the portion of the Plan Year following the date participation commences; and (b) for Participants who terminate participation, it shall mean the portion of the Plan Year prior to the date participation in the Plan terminates. A different Period of Coverage (e.g., a calendar month) may be established by the Plan Administrator and communicated to Participants.

Plan - This HRA as set forth herein and as amended from time to time.

Plan Administrator - The Office of Group Benefits.

Plan Year - The calendar year (i.e., the 12-month period commencing January 1 and ending on December 31), except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

Privacy Official - Shall have the meaning described in 45 CFR §164.530(a).

Protected Health Information - Shall have the meaning described in 45 CFR §160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

Qualified Medical Expenses – Expenses incurred by a Covered Person for medical items and services that are deductible from the Participant's gross income under IRC Section 213 and IRS Publication 502.

Spouse – The Employee's legal spouse as determined pursuant to the Constitution of the State of Louisiana.

Temporary Employee - An Employee who is employed for 120 consecutive calendar days or less.

USERRA - The Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

## ARTICLE III.

## SCHEDULE OF ELIGIBILITY

Eligibility requirements in the HRA apply to all participants in OGB sponsored health plans.

THE PLAN ADMINISTRATOR HAS FULL DISCRETIONARY AUTHORITY TO DETERMINE ELIGIBILITY FOR COVERAGE/BENEFITS AND/OR TO CONSTRUE THE TERMS OF THIS HRA.

NOTE: A Temporary Employee does not meet the Eligibility Requirements under this HRA, unless such Temporary Employee is determined to be an FTE.

### A. Eligible Persons

#### 1. Employee or Retiree

- a. A full-time Employee or a Retiree as defined by a Participant Employer and any FTE, all as determined in accordance with applicable federal and state law.
- b. Husband and Wife, Both Employees/Retirees - NO ONE MAY BE ENROLLED SIMULTANEOUSLY AS AN EMPLOYEE OR RETIREE AND AS A DEPENDENT UNDER THE PLAN, NOR MAY A DEPENDENT BE COVERED BY MORE THAN ONE EMPLOYEE OR RETIREE. If a covered spouse is eligible for coverage as an Employee or Retiree and chooses to be covered separately at a later date, that person will be a covered Employee/Retiree effective the first day of the month after the election of separate coverage. The change in coverage will not increase Benefits.
- c. Effective Dates of Coverage, New Employee, Transferring Employee, and FTE

Coverage for each Employee who completes the applicable enrollment form is effective as follows:

- (1) If employment begins on the first day of the month, coverage is effective on the first day of the following month (for example, if hired on July 1st, coverage will begin on August 1st).
- (2) If employment begins on or after the second day of the month, coverage is effective on the first day of the second month following employment (For example, if hired on July 15th, coverage will begin on September 1st).
- (3) Employee coverage will not become effective unless the Employee completes an enrollment form within thirty (30) days following the date of employment. If the Employee does not timely complete an enrollment form, the Employee will have to wait to enroll until the next Open Enrollment period or Special Enrollment period.
- (4) An Employee who transfers employment to another Participating Employer must complete a transfer form within thirty (30) days following the date of transfer to maintain coverage without interruption. If the Employee does not timely complete an enrollment form, the Employee will have to wait to enroll until the next Open Enrollment period or Special Enrollment period.
- (5) An Employee who is determined to be an FTE shall be allowed to enroll in the Plan with coverage effective as required under Code Section 4980H, which is the first day of the Plan Year for those Employees determined to be FTEs during the standard determination period and which is no later than the thirteenth month of employment for those Employees determined to be FTEs during their initial measurement period.

d. Re-Enrollment, Previous Employment for Health and Life Benefits

- (1) An Employee, whose employment terminated while covered and is re-employed within twelve (12) months of the termination date, will be considered a Re-Enrollment Previous Employment applicant. A Re-Enrollment Previous Employment applicant will only be eligible for the classification of coverage (Employee, Employee and child (ren), Employee and spouse, Family) in force on the effective termination date.
- (2) If an Employee acquires an additional Dependent during the termination period, that Dependent may be covered if added within thirty (30) days of re-employment.
- (3) If the Re-Enrollment Previous Employment applicant is re-employed within the same HRA Plan Year of his/her termination date, and the Employee reenrolls in this HRA and its integrated CDHP upon rehiring, the Employee will recover the Available Amount he/she had in his/her HRA Account at the termination date, and will not be credited another Accrual until the next Period of Coverage.
- (4) If on the date the Re-Enrollment Previous Employment applicant is re-employed the HRA is in a different Plan Year than when the Employee was terminated, the Employee will not recover any previous HRA Account funds. The employee will be assigned a new HRA Account which will be credited with the Accrual corresponding to the Employee's enrollment status at the date of rehiring.

e. Board and Commission Members

Except as otherwise provided by law, board and commission members are not eligible to participate in this Plan. This provision does not apply to members of school boards, state boards, or commissions as defined by the Participant Employer as full-time Employees.

f. Legislative Assistants

Legislative assistants are eligible to participate in the Plan if they are declared full-time Employees by the Participant Employer and have at least one year of experience or receive at least eighty-percent (80%) of their total compensation as Legislative assistants.

2. Documented Dependent Coverage - Eligibility

- a. Documented Dependent of an eligible Employee or Retiree will be eligible for Dependent coverage on the latest of the following dates:
  - (1) The date the Employee or Retiree becomes eligible;
  - (2) The date the covered Employee or Retiree acquires a Dependent.
- b. Effective Dates of Coverage – Application for coverage must be made within thirty (30) days of eligibility for coverage.
  - (1) Documented Dependents of Employees or Retirees - Coverage will be effective on the date of marriage for new spouses, the date of birth for newborn children, or the Date Acquired for other classifications of Dependents.

3. Special Enrollments – HIPAA

In accordance with HIPAA, certain Eligible persons for whom the option to enroll for coverage was previously declined may enroll by written application to the Plan Administrator under the following circumstances, terms, and conditions for special enrollments.

- a. Loss of Other Coverage - Special enrollment will be permitted for Employees or Dependents for whom the option to enroll for coverage was previously declined because the Employees or Dependents had other coverage which terminated due to:
  - (1) Loss of eligibility through separation, divorce, termination of employment, reduction in hours, or death of the Covered Person; or
  - (2) Cessation of employer contributions for the other coverage, unless the Participant Employer's contributions were ceased for cause or for failure of the individual participant to make contributions; or
  - (3) The Employee or Dependent having had COBRA continuation coverage under a group health plan and the COBRA continuation coverage has been exhausted, as provided in HIPAA; or
  - (4) Loss of eligibility due to termination of Medicaid or State Children's Health Insurance Program (SCHIP) coverage; or
  - (5) Eligibility for premium assistance subsidy under Medicaid or SCHIP.
- b. After-Acquired Dependents - Special enrollment will be permitted for Employees or Dependents for whom the option to enroll for coverage was previously declined when the Employee acquires a new Dependent by marriage, birth, adoption, or placement for adoption.
  - (1) A special enrollment application must be made within thirty (30) days of either the termination date of the prior coverage or the date the new Dependent is acquired, or within sixty (60) days as identified in 3.a.(4) and 3.a.(5) above.

The Effective Date of coverage shall be:

- (a) For loss of other coverage or marriage, the first day of the month following the date the Plan Administrator receives all required forms for enrollment.
- (b) For birth of a Dependent, the date birth.
- (c) For adoption, the date of adoption or placement for adoption.

## **B. Continued Coverage**

### 1. Leave of Absence

#### a. Leave of Absence without Pay, Employer Contributions to Premiums

- (1) A participating Employee who is granted leave of absence without pay due to a service related injury may continue coverage and the participating employer shall continue to pay its portion of health plan premiums for up to twelve (12) months.
- (2) A participating Employee who suffers a service related injury that meets the definition of a total and permanent disability under the workers' compensation laws of Louisiana may continue coverage and the participating employer shall continue to pay its portion of the premium until the Employee becomes gainfully employed or is placed on state disability retirement.

(3) A participating Employee who is granted leave of absence without pay in accordance with the federal Family and Medical Leave Act (FMLA) may continue coverage during the time of such leave and the participating employer shall continue to pay its portion of premiums.

b. Leave of Absence Without Pay - No Employer Contributions to Premiums

An Employee granted leave of absence without pay for reasons other than those stated in above in B.1., may continue to participate in an Office of Group Benefits Plan for a period up to twelve (12) months upon the Employee's payment of the full premiums due.

THE PARTICIPANT EMPLOYER AND THE EMPLOYEE MUST NOTIFY THE PLAN ADMINISTRATOR WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF THE LEAVE OF ABSENCE.

2. Disability

a. Employees who have been granted a waiver of premium for Basic or Supplemental Life Insurance prior to July 1, 1984, may continue health coverage for the duration of the waiver if the Employee pays the total contribution to the Participant Employer. Disability waivers were discontinued effective July 1, 1984.

b. If a Participant Employer withdraws from the Plan, health and life coverage for all Covered Persons will terminate on the effective date of withdrawal.

3. Surviving Dependents/Spouse

a. Benefits under the Plan for covered Dependents of a deceased covered Employee will terminate on the last day of the month in which the Employee's death occurred unless the surviving covered Dependents elect to continue coverage.

(1) The surviving legal spouse of an Employee may continue coverage unless or until the surviving spouse is or becomes eligible for coverage in a group health plan other than Medicare.

(2) The surviving Dependent child of an Employee may continue coverage unless or until such Dependent child is or becomes eligible for coverage under a group health plan other than Medicare or until attainment of the termination age for children, whichever occurs first.

(3) Surviving Dependents will be entitled to receive the same Participant Employer premium contributions as Employees, subject to the provisions of Louisiana Revised Statutes, Title 42, Section 851 and rules promulgated pursuant thereto by the Office of Group Benefits.

(4) Coverage provided by the Civilian Health and Medical Program for the Uniform Services (CHAMPUS/TRICARE) or successor program will not be sufficient to terminate the coverage of an otherwise eligible surviving legal spouse or a Dependent child.

b. A surviving spouse or Dependent cannot add new Dependents to continued coverage other than a child of the deceased Employee/Retiree born after the Employee's/Retiree's death.

c. Participant Employer/Dependent Responsibilities

- (1) It is the responsibility of the Participant Employer and surviving covered Dependent to notify the Plan Administrator within sixty (60) days of the death of the Employee.
- (2) The Plan Administrator will notify the surviving Dependents of their right to continue coverage.
- (3) Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of receipt of notification, and premium payment must be made within forty-five (45) days of the date continued coverage is elected for coverage retroactive to the date coverage would have otherwise terminated.
- (4) Coverage for the surviving spouse under this section will continue until the earliest of the following:
  - (i) Failure to pay the applicable premium timely.
  - (ii) Eligibility of the surviving spouse under a group health plan other than Medicare.
- (5) Coverage for a surviving Dependent child under this section will continue until the earliest of the following events:
  - (i) Failure to pay the applicable premium timely.
  - (ii) Eligibility of the surviving Dependent child for coverage under any group health plan other than Medicare; or
  - (iii) The attainment of the termination age for children.

- d. The provisions of paragraphs 3.a. through 3.c. above are applicable to surviving Dependents who, on or after July 1, 1999, elect to continue coverage following the death of an Employee.

Continued coverage for surviving Dependents that made such election before July 1, 1999, shall be governed by the rules in effect at the time.

4. Over-Age Dependents

If a Dependent Child is incapable (and became incapable prior to attainment of age twenty-six (26)) of self-sustaining employment, the coverage for the Dependent Child may be continued for the duration of incapacity.

- a. Prior to the Dependent Child reaching age twenty-six (26), an application for continued coverage, with current medical information from the Dependent Child's attending Physician, must be submitted to the Plan Administrator to establish eligibility for continued coverage as set forth above.
- b. Upon receipt of the application for continued coverage, the Plan Administrator may require additional medical documentation regarding the Dependent Child's incapacity as often as it may deem necessary.

5. Military Leave

Covered Persons of the National Guard or of the United States military reserves who are called to active military duty and their covered Dependents will have access to continued coverage under

OGB's health and life plans.

a. Health Plan Participation - When called to active military duty, Covered Person and their covered Dependents may:

- (1) continue participation in the health plan during the period of active military service, in which case the Participant Employer may continue to pay its portion of premiums; or
- (2) cancel participation in the health plan during the period of active military service, in which case such Covered Persons may apply for reinstatement of OGB coverage within thirty (30) days of:
  - (i) the date of the Employee's re-employment with a Participant Employer;
  - (ii) the Dependent's date of discharge from active military duty; or
  - (iii) the date of termination of extended health coverage provided as a benefit of active military duty, such as TRICARE Reserve Select. For Covered Persons who elect this option and timely apply for reinstatement of OGB coverage, the lapse in coverage during active military duty or extended military coverage will not result in any adverse consequences with respect to the participation schedule set forth in La. R.S. 42:851E and the corresponding rules promulgated by OGB.

b. Life Insurance

When called to active military duty, Employees with OGB life insurance coverage may:

- (1) Continue participation in the OGB life insurance during the period of active military service, however, the **Accidental Death and Dismemberment** coverage will not be in effect during the period of active military duty; or
- (2) Cancel participation in the OGB life insurance during the period of active military service; in which case such Employee may apply for reinstatement of OGB life insurance within 30 days of the date of the Employee's reemployment with a Participant Employer; Employees who elect this option and timely apply for reinstatement of OGB life insurance will not be required to provide evidence of insurability.

## C. COBRA

1. Employees

- a. Coverage under this Plan for a covered Employee will terminate on the last day of the calendar month during which employment is terminated (voluntarily or involuntarily) or significantly reduced, the Employee no longer meets the definition of an Employee, or coverage under a Leave of Absence expires unless the covered Employee elects to continue coverage at the Employee's own expense. Employees terminated for gross misconduct are not eligible for COBRA coverage.
- b. It is the responsibility of the Participant Employer to notify the Plan Administrator within thirty (30) days of the date coverage would have terminated because of any of the foregoing events and the Plan Administrator will notify the Employee within fourteen (14) days of his right to continue coverage.
- c. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of the date of the election notification, and premium payment must be made

within forty-five (45) days of the date the Employee elects continued coverage. Continued Coverage will be retroactive to the date it would have otherwise terminated.

- d. Coverage under this section will continue until the earliest of the following:
  - (1) Failure to pay the applicable premium timely;
  - (2) Eighteen (18) months from the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees.
- e. If employment for a covered Employee is terminated (voluntarily or involuntarily) or significantly reduced, the Employee no longer meets the definition of an Employee, or Leave of Absence has expired, and the Employee has not elected to continue coverage, the covered spouse and/or covered Dependent children may elect to continue coverage at his own expense. The elected coverage will be subject to the above stated notification and termination provisions.

## 2. Surviving Dependents

- a. Coverage under this Plan for covered surviving Dependents of an Employee will terminate on the last day of the month in which the Employee's death occurs, unless the surviving covered Dependents elect to continue coverage at their own expense.
- b. It is the responsibility of the Participant Employer or surviving covered Dependents to notify the Plan Administrator within thirty (30) days of the death of the Employee. The Plan Administrator will notify the surviving Dependents of their right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of the date of the election notification.
- c. Premium payment must be made within forty-five (45) days of the date the continued coverage was elected, retroactive to the date coverage would have terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
- d. Coverage for the surviving Dependents under this section will continue until the earliest of the following:
  - (1) Failure to pay the applicable premium timely;
  - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees.

### 3. Divorced Spouse

- a. Coverage under this Plan for an Employee's spouse will terminate on the last day of the month during which dissolution of the marriage occurs by virtue of a legal decree of divorce  
  
from the Employee, unless the covered divorced spouse elects to continue coverage at his own expense.
- b. It is the responsibility of the divorced spouse to notify the Plan Administrator of the divorce within sixty (60) days from the date of the divorce. The Plan Administrator will notify the divorced spouse within fourteen (14) days of his right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of the election notification.
- c. Premium payment must be made within forty-five (45) days of the date continued coverage is elected, for coverage retroactive to the date coverage would have otherwise terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
- d. Coverage for the divorced spouse under this section will continue until the earliest of the following:
  - (1) Failure to pay the applicable premium timely;
  - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees.

### 4. Dependent Children

- a. Coverage under this plan for a covered Dependent child will terminate on the last day of the month during which the Dependent child no longer meets the definition of an eligible covered Dependent, unless the Dependent child elects to continue coverage at his own expense.
- b. It is the responsibility of the Dependent child to notify the Plan Administrator of his election to continue coverage within sixty (60) days of the date coverage would have terminated. The Plan Administrator will notify the Dependent child within fourteen (14) days of his right to continue coverage. Application for continued coverage must be made in writing to the Plan Administrator within sixty (60) days of receipt of the election notification.
- c. Premium payment must be made within forty-five (45) days of the date the continued coverage is elected, for coverage retroactive to the date coverage would have otherwise terminated. After the first payment for COBRA coverage, monthly payments for each subsequent month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
- d. Coverage for a Dependent child under this section will continue until the earliest of the following:

- (1) Failure to pay the applicable premium timely;
- (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
- (3) Entitlement to Medicare;
- (4) Coverage under a group health plan; or
- (5) The Employer ceases to provide any group health plan for its Employees.

5. Dependents of COBRA Participants

- a. If a covered terminated Employee has elected to continue coverage and if during the period of continued coverage the covered spouse or a covered Dependent child becomes ineligible for coverage due to:

- (1) Death of the Employee,
- (2) Divorce from the Employee, or
- (3) A dependent child no longer meets the definition of an eligible covered Dependent,

then, the spouse and/or Dependent child may elect to continue COBRA coverage at his own expense. Coverage will not be continued beyond thirty-six (36) months from the date coverage would have otherwise terminated.

- b. It is the responsibility of the spouse and/or the Dependent child to notify the Plan Administrator within sixty (60) days of the date COBRA coverage would have terminated.
- c. Monthly payments for each month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
- d. Coverage for the spouse or Dependent child under this section will continue until the earliest of the following:
  - (1) Failure to pay the applicable premium timely;
  - (2) Thirty-six (36) months beyond the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees.

6. Disability COBRA

- a. If a Covered Person is determined by the Social Security Administration or by the Plan Administrator staff (in the case of a person who is ineligible for Social Security Disability benefits due to insufficient quarters of employment) to have been totally disabled on the date the Covered Person became eligible for continued coverage or within the initial eighteen (18) months of continued coverage, coverage under this Plan may be extended at his own expense up to a maximum of twenty-nine (29) months from the date coverage would have otherwise terminated.

- b. To qualify for disability COBRA, the Covered Person must:
- (1) Submit a copy of his Social Security Administration's disability determination to the Plan Administrator before the initial eighteen (18) month continued coverage period expires and within sixty (60) days after the latest of:
    - (i) The date of issuance of the Social Security Administration's disability determination; and
    - (ii) The date on which the qualified beneficiary loses (or would lose) coverage under terms of the Plan as a result of the covered Employee's termination or reduction of hours.
  - (2) In the case of a person who is ineligible for Social Security disability benefits due to insufficient quarters of employment, submit proof of total disability to the Plan Administrator before the initial eighteen (18) month continued coverage period expires. The staff and medical director of the Plan will make the determination of total disability based upon medical evidence, not conclusions, presented by the applicant's physicians, work history, and other relevant evidence presented by the applicant.
- c. For purposes of eligibility for extended continued coverage under this section, total disability means the inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of twelve (12) months.
- To meet this definition one must have a severe impairment which makes one unable to do his previous work or any other substantial gainful activity which exists in the national economy, based upon a person's residual functional capacity, age, education, and work experience.
- d. Monthly payments for each month of extended disability COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.
- e. Coverage under this section will continue until the earliest of the following:
- (1) Failure to pay the applicable premium timely;
  - (2) Twenty-nine (29) months from the date coverage would have otherwise terminated;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan;
  - (5) The Employer ceases to provide any group health plan for its Employees; or
  - (6) Thirty (30) days after the month in which the Social Security Administration determines that the Covered Person is no longer disabled. (The Covered Person must report the determination to the Plan Administrator within thirty (30) days after the date of issuance by the Social Security Administration.) In the case of a person who is ineligible for Social Security disability benefits due to insufficient quarters of an employment, thirty (30) days after the month in which the Plan Administrator determines that the Covered Person is no longer disabled.

## 7. Medicare COBRA

- a. If an Employee becomes entitled to Medicare less than eighteen (18) months before the date the Employee's eligibility for Benefits under this Plan terminates, the period of continued coverage available for the Employee's covered Dependents will continue until the earliest of the following:
  - (1) Failure to pay the applicable premium timely;
  - (2) Thirty-six (36) months from the date of the Employee's Medicare entitlement;
  - (3) Entitlement to Medicare;
  - (4) Coverage under a group health plan; or
  - (5) The Employer ceases to provide any group health plan for its Employees.
- b. Monthly payments for each month of COBRA coverage are due on the first day of the month for that month's COBRA coverage. A grace period of thirty (30) days after the first day of the month will be provided for each monthly payment.

## 8. Miscellaneous Provisions

When the Employee will participate in COBRA continuation coverage with his/her Dependents which are qualified beneficiaries, the Employee and those Dependents that elect COBRA will continue the same HRA Account that they had when the Employee was active.

When the Employee will not participate in COBRA continuation coverage with his/her Dependents, the qualified beneficiaries that elect COBRA will be set up in a separate HRA Account until the end of their continuation coverage. Such separate HRA Account will have its own Accrual based on enrollment status, and its own Carryover features. HRA Accounts set for these qualified beneficiaries will not carryover any portion of the Available Amount from the original HRA Account.

## D. Change of Classification

### 1. Adding or Deleting Dependents

The Covered Person must notify the Plan Administrator when a Dependent is added to or deleted from the Covered Person's coverage. Notice must be provided within thirty (30) days of the additions or deletions.

### 2. Change in Coverage

When there is a change in family status (e.g., marriage, birth of child) that affects the class of coverage, the change in classification will be effective on the date of the event. Application for coverage of the additional Dependent must be made within thirty (30) days of the date of the event.

### 3. Notification of Change

It is the Covered Person's responsibility to notify the Plan Administrator of any additions or deletions of a Dependent. If failure to notify is later determined, it will be corrected on the first day of the following month.

## **E. Medical Child Support Orders**

A Dependent child shall be enrolled for coverage under the Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

A QMCSO is a state court order or judgment, including approval of a settlement agreement that:

1. Provides for support of a covered Person's Dependent child;
2. Provides for health care coverage for that Dependent child;
3. Is made under state domestic relations law (including a community property law);
4. Relates to Benefits under the Plan; and
5. Is "qualified" in that it meets the technical requirements of applicable state law.

QMCSO also means a state court order or judgment that enforces a state Medicaid law regarding medical child support required by Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under the Plan for the dependent child of a non-custodial parent who is (or will become) a Covered Person by a domestic relations order that provides for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the Plan Administrator.

## **F. Termination of Coverage**

Subject to continuation of coverage and COBRA rules, all benefits of a Covered Person will terminate under this Plan on the earliest of the following dates:

1. The date the Plan terminates;
2. The date the Participant Employer terminates or withdraws from the Plan;
3. The date contribution is due if the Participant Employer fails to pay the required contribution;
4. The date contribution is due if the Covered Person fails to make any contribution which is required for the continuation of coverage;
5. The last day of the month of the Covered Person's death;
6. The last day of the month in which the Covered Person ceases to be eligible.

## **ARTICLE IV. METHOD OF FUNDING**

### **A. Funding This Plan**

All of the amounts payable under this Plan shall be paid from the general assets of the Plan Administrator. Nothing herein will be construed to require the Plan Administrator or any Participant Employer to maintain any fund or to segregate any amount for the benefit of any Covered Person, and no Covered Person shall have any claim against, right to, or security or other interest in any fund,

account or asset of the Plan Administrator or any Participant Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

#### **B. Establishment of the Individual HRA Accounts**

The Claims Administrator will establish and maintain an HRA Account with respect to each Participant but the Plan Administrator will not create a separate fund or otherwise segregate assets for this purpose. The HRA Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions, reimbursements and Available Amounts. HRA Accounts will be kept under the name of the Participant. Claims for any Dependents of the Participant will be paid out of the Participant's HRA Account. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Qualified Medical Expenses.

#### **C. Contributions**

All contributions to fund this Plan will come from the Plan Administrator. The Participant will not be allowed to make any kind of contributions to fund this Plan. Under no circumstances will this HRA or the HRA Accounts be funded with Compensations, employee contributions or through an IRC Section 125 Cafeteria Plan, nor will any Compensation reduction or contributions for other employer-sponsored plans or benefits be used or treated as Participant contributions to this Plan.

### **ARTICLE V. MANAGEMENT OF HRA ACCOUNTS**

#### **A. Accruals**

The amount of funds that will be credited to each Participant's HRA Account ("Accrual") will depend on the enrollment of that Participant in the integrated CDHP at the moment that the Accrual is credited. Accruals will be as follows:

1. For Employee or Retiree only enrollment - \$1,000.00 for the Plan Year.
2. For Employee or Retiree plus any Dependent enrollment ("Family") - \$2,000.00 for the Plan Year.

The full amount of the Accruals will be credited at the beginning of each Period of Coverage. If during a Period of Coverage a Participant that started as an Employee or Retiree only upgrades his/her enrollment status to Employee or Retiree plus Family under the special enrollment rules that would allow the Participant to make such an upgrade, the HRA Account will be credited with the difference in Accrual on the effective date of the change.

The Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of covered Qualified Medical Expenses incurred during the Period of Coverage.

#### **B. Nondiscrimination**

Reimbursements to Highly Compensated Individuals may be limited or treated as taxable compensation to comply with IRC Section §105(h), as may be determined by the Plan Administrator in its sole discretion.

#### **C. Carryovers from One Period of Coverage to the Next**

If any balance remains in the Participant's HRA Account at the end of a Period of Coverage after all reimbursements have been made for that Period of Coverage, such balance shall be carried over to reimburse the Participant for Qualified Medical Expenses incurred during a subsequent Period of Coverage ("Carryover"), as long as the Participant reenrolls in the HRA and its integrated CDHP for such subsequent Period of Coverage. The balance to be carried over from one Period of Coverage

to the next will never exceed the integrated CDHP's maximum out of pocket amount for in-network benefits that was effective for the previous CDHP's Plan Year. Any amount over this maximum Carryover will be forfeited at the end of the Period of Coverage.

#### **D. Forfeitures**

If an Eligible Employee or Retiree ceases to be a Participant of the HRA and its integrated CDHP for any reason, all Available Amounts in the HRA Account will be forfeited as of the date of termination. Expenses incurred after the Participant's termination date will not be reimbursed. The funds forfeited will not be available for the Participant or his/her Dependents for any future Period of Coverage under the HRA.

#### **E. Reimbursement Procedure**

The Claims Administrator will pay reimbursements out of the HRA Account when it adjudicates the claims under the integrated CDHP. The Covered Person will not have to submit a separate claim to receive reimbursements under the HRA. Claims must be submitted to the Claims Administrator under the integrated CDHP's procedures for Covered Persons to have access to the funds in the HRA Account.

Reimbursements under this HRA will be paid directly to the health care providers when under the terms of the integrated CDHP the claim is payable to the providers. Otherwise, the reimbursement under this HRA will be paid to the person to whom the claim payment under the integrated CDHP is made.

#### **F. Changes**

For subsequent Plan Years, the Benefits, Accruals and Carryover limits, and any other terms and conditions of this HRA, may be changed by the Plan Administrator at its sole discretion, by notice to Employees and Retirees.

### **ARTICLE VI. HEALTH REIMBURSEMENT BENEFITS**

#### **A. Benefits**

This Plan will reimburse Covered Persons for those Qualified Medical Expenses that are otherwise covered under the integrated CDHP but that are not reimbursed by the CDHP because they are adjudicated against the CDHP's deductible or a coinsurance amount that is the Covered Person's responsibility under the CDHP. Reimbursement will be made up to the Available Amount in the Participant's HRA Account at the time the claim is adjudicated under the integrated CDHP. Once the funds in the HRA Account are exhausted, no more Benefits will be paid for the Period of Coverage.

#### **B. Incurrence of Qualified Medical Expenses**

A Covered Person may receive reimbursement under the HRA Account only for those covered Qualified Medical Expenses incurred during a Period of Coverage. A Qualified Medical Expense is incurred at the time the medical care, item or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for, or pays for the medical care. Qualified Medical Expenses incurred before a Covered Person first becomes covered under the HRA, or after a Covered Person is terminated from the HRA, are not eligible for reimbursement.

### **C. Exclusions**

This HRA will **not** reimburse Qualified Medical Expenses that are:

1. Health insurance premiums or contributions towards the cost of coverage for individual market health plans or for any other group health plan (including the integrated HDHC).
2. Pharmacy benefits covered under the integrated CDHP, whether prescribed or unprescribed.
3. Medications or drugs not covered under the integrated CDHP, whether prescribed or unprescribed.
4. Expenses for items or services excluded under the integrated CDHP.
5. Expenses for items or services determined to be not medically necessary or investigational under the integrated CDHP.
6. Expenses for routine vision services, eye exams, eyeglasses, frames or contact lenses.
7. Expenses for dental services, except those specifically covered under the medical portion of the integrated CDHP.
8. Expenses reimbursable under the integrated CDHP, or any other accident or health plan.
9. Expenses that are not specifically adjudicated towards the integrated CDHP's deductible or coinsurance.

### **D. Claims Prescription Period**

Claims must be submitted to the Claims Administrator within twelve (12) months from the date that the expense is incurred, which is the date that the medical item or service was rendered ("Date of Service"). Qualified Medical Expenses will not be reimbursed under this HRA if the claim is submitted after this period.

## **ARTICLE VII. COORDINATION OF BENEFITS**

Benefits under this Plan are solely intended to reimburse the covered Qualified Medical Expenses not previously reimbursed or reimbursable elsewhere. When the Covered Person has more than one health plan, this HRA will follow its integrated CDHP in its Coordination of Benefits and will pay Benefits only for those not otherwise reimbursed deductible or coinsurance amounts left over once the CDHP has finished adjudicating its claims.

When the Covered Person is entitled to reimbursement of a Qualified Medical Expense under this HRA and a Health Flexible Spending Arrangement (Health FSA) sponsored by the Plan Administrator, this HRA will pay its benefits first. Qualified Medical Expenses that are reimbursable under this HRA and also a Health FSA will only be reimbursed by the Health FSA after the funds of the Participant's HRA Account have been exhausted.

## **ARTICLE VIII. GENERAL PROVISIONS – GROUP AND COVERED PERSONS**

THE FOLLOWING GENERAL PROVISIONS ARE APPLICABLE TO THE GROUP AND ALL COVERED PERSONS. THE GROUP IS THE PLAN ADMINISTRATOR FOR THIS PLAN.

BLUE CROSS AND BLUE SHIELD OF LOUISIANA PROVIDES ADMINISTRATIVE CLAIMS SERVICES ONLY AND DOES NOT ASSUME ANY FINANCIAL RISK OR OBLIGATION WITH RESPECT TO CLAIMS.

#### **A. This Plan**

1. Except as specifically provided herein, this Plan will not make Us liable or responsible for any duty or obligation imposed on the Employer by federal or state law or regulations. To the extent that this Plan is subject to COBRA, the Office of Group Benefits, or its contracted designee, will be the administrator for the purposes of COBRA. The Office of Group Benefits is responsible for establishing and following all required COBRA procedures that may be applicable to the Plan. The Plan will indemnify and hold Us harmless in the event We incur any liability as a result of the Plan Administrator's failure to do so.
2. The Claims Administrator will not be liable for or on account of any fault, act, omission, negligence, misfeasance, malfeasance or malpractice on the part of any Hospital or other institution, or any agent or employee thereof, or on the part of any physician, allied provider, nurse, technician or other person participating in or having to do with a Participant's care or treatment.
3. The Plan Administrator shall administer the Plan in accordance with its terms and establishes its policies, interpretations, practices and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the plan, to make determinations regarding issues which relate to eligibility for Benefits, to make determinations on the termination of coverage for its Participants and Dependents, to decide disputes which may arise relative to a Participant's rights, and to decide questions of plan interpretation and those of fact relating to the plan. The decisions of the Plan Administrator will be final and binding on all interested parties.
4. The Claims Administrator shall have the right to enter into any contractual agreements with subcontractors, health care providers, or other third parties relative to this Plan. Any of the functions to be performed by the Claims Administrator under this Plan may be performed by the Claims Administrator or any of their subsidiaries, affiliates, subcontractors, or designees.

#### **B. Amending and Terminating the Plan**

OGB has the statutory responsibility of providing health and accident and death benefits to Covered Persons to the extent that funds are available. OGB reserves the right to terminate or amend the eligibility and benefit provisions of the Plan from time to time as necessary to prudently discharge its duties. Such modifications will be promulgated subject to the applicable provisions of law, and nothing contained herein shall be construed to guarantee or vest benefits for any Participant, whether active or retired.

Any provision of the Plan which, on its Effective Date, is in conflict with applicable state law provisions (of the jurisdiction in which the Plan is delivered) is hereby amended to conform to the minimum requirements of such statutes and regulations.

#### **C. Employer Responsibility**

1. It is the responsibility of the Participant Employer to submit enrollment and change forms and all other necessary documentation to the Plan Administrator on behalf of its Participants. Employees of a Participant Employer will not, by virtue of furnishing any documentation to the Plan Administrator, be considered agents of the Plan Administrator, and no representation made by any such person at any time will change the provisions of this Plan.

2. A Participant Employer shall immediately inform the Plan Administrator when a Retiree with OGB coverage returns to full-time employment. The Retiree shall be placed in the Re-employed Retiree category for premium calculation. The Re-employed Retiree premium classification applies to Retirees with and without Medicare. The premium rates applicable to the Re-employed Retiree premium classification shall be identical to the premium rates applicable to the classification for Retirees without Medicare.
3. A Participant Employer who receives a Medicare Secondary Payer (MSP) collection notice or demand letter shall deliver the MSP notice to the OGB MSP Adjuster within 15 days of receipt. If timely forwarded, OGB will assume responsibility for medical benefits, interest, fines and penalties due to Medicare for a Covered Person. If not timely forwarded, OGB will assume responsibility only for covered Plan benefits due to Medicare for a Covered Person. The Participant Employer will be responsible for interest, fines, and penalties due.

#### **D. Benefits Which Covered Persons are Entitled**

1. The liability of the Plan Administrator is limited to the Benefits specified in this Plan. If the Plan is terminated, the rights of the Covered Persons are limited to expenses incurred before termination.
2. Reimbursements for covered Benefits specified in this Plan will be provided only for services and supplies rendered on and after the Covered Person's effective date of coverage.

#### **E. Termination of a Covered Person's Coverage Due to Fraud**

The Plan may choose to rescind coverage or terminate a Covered Person's coverage if a Covered Person performs an act or practice that constitutes fraud, or makes an intentional misrepresentation of material fact under the terms of this Plan. The issuance of this coverage is conditioned on the representations and statements contained in a required application and enrollment form. All representations made are material to the issuance of this coverage. Any information provided on the application or enrollment form or intentionally omitted therefrom, as to any proposed or covered individual, shall constitute an intentional misrepresentation of material fact. A Covered Person's coverage may be rescinded retroactively to the effective date of coverage, or terminated within three (3) years of the Covered Person's effective date, for fraud or intentional misrepresentation of material fact. The Plan will give the Covered Person sixty (60) days advance written notice prior to rescinding or terminating coverage under this section. If You enroll someone that is not eligible for coverage, it will be considered an act of fraud or intentional misrepresentation of material fact.

#### **F. Reinstatement to Position Following Civil Service Appeal**

1. Self-Insured Covered Persons

When coverage of a terminated Employee, who was a participant in a self-insured health plan, is reinstated by reason of a civil service appeal, coverage will be reinstated to the same level in the Plan retroactive to the date coverage terminated. The Employee and Participant Employer are responsible for the payment of all premiums for the period of time from the date of termination to the date of the final order reinstating the Employee to his position. The Plan is responsible for the payment of all eligible Benefits for charges incurred during this period. All claims for expenses incurred during this period must be filed with the Plan within 60 days following the date of the final order of reinstatement.

#### **G. Release of Information**

The Claims Administrator may request that the Covered Person or the provider furnish certain information relating to the Participant's claim for Benefits.

The Claims Administrator will hold such information, records, or copies of records as confidential except where in the Claims Administrator's discretion the same should be disclosed.

#### **H. Covered Person/Provider Relationship**

1. The selection of a provider is solely the Covered Person's responsibility.
2. The Claims Administrator and all network Providers are to each other independent contractors, and will not be considered to be agents, representatives, or employees of each other for any purpose whatsoever. The Claims Administrator does not render health care services, but only makes payment, on behalf of the Plan, for Benefits which the Covered Person receives. The Plan and the Claims Administrator will not be held liable for any act or omission of any provider, or for any Claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Covered Person while receiving care from any network provider or in any network provider's facilities. The Plan and the Claims Administrator have no responsibility for a provider's failure or refusal to render services to the Covered Person.
3. The use or non-use of an adjective such as network and non-network in referring to any provider is not a statement as to the ability of the provider.

#### **I. Notice**

Any notice required under this Plan must be in writing. Any notice required to be given to a Covered Person will be considered delivered when deposited in the United States Mail, postage prepaid, addressed to the Covered Person or the Participant at his address as the same appears on the Plan Administrator's records. Any notice that a Participant is required to give to the Plan Administrator must be given at the Plan Administrator's address as it appears in this Plan. The Plan or a Participant may, by written notice, indicate a new address for giving notice.

#### **J. Subrogation and Reimbursement**

Upon payment of any eligible Benefits covered under this Plan, the Office of Group Benefits plan shall succeed and be subrogated to all rights of recovery of the Plan Participant or his/her heirs or assigns for whose benefit payment is made and the Plan Participant shall execute and deliver instruments and papers and do whatever is necessary to secure such rights and shall do nothing to prejudice such rights. The Office of Group Benefits shall have an automatic lien against and shall be entitled, to the extent of any payment made to a Plan Participant and/or his/her heirs or assigns, to 100% of the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of a Plan Participant and/or his/her heirs or assigns against any person or entity legally responsible for the disease, illness, accident, or injury for which said payment was made.

To this end, Plan Participants agree to immediately notify the Office of Group Benefits or its agent assigned to exercise reimbursement and subrogation rights on its behalf of any action taken to attempt to collect any sums against any person or entity responsible for the disease, illness, accident, or injury. These subrogation and reimbursement rights also apply, BUT ARE NOT LIMITED TO, when a Plan Participant recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan, medical malpractice plan, worker's compensation plan or any general liability plan.

Under these subrogation and reimbursement rights, the Office of Group Benefits has a right of first recovery to the extent of any judgment, settlement, or any payment made to the Plan Participant and/or his/her heirs or assigns. These rights apply whether such recovery is designated as payment for pain and suffering, medical benefits, or other specified damages, even if the Plan Participant is not made whole (i.e., fully compensated for his/her injuries).

## **K. Right of Recovery**

Whenever any payment for Benefits has been made by the Plan, in an amount that exceeds the maximum Benefits available for such services under this Plan, or exceeds the Allowable Charge, or whenever payment has been made in error by the Plan for non-covered services, the Plan will have the right to recover such payment from the Participant, the Dependent, or if applicable, the provider.

As an alternative, the Plan reserves the right to deduct, from any pending claim for payment under this Plan, any amounts the Covered Person or provider owes the Plan.

## **L. Coverage in a Department of Veterans Affairs or Military Hospital**

In any case in which a veteran is furnished care or services by the Department of Veterans Affairs for a non-service-connected disability, the United States will have the right to recover or collect the reasonable cost of such care or services from the Plan to the extent the veteran would be eligible for Benefits for such care or services from the Plan if the care or services had not been furnished by a department or agency of the United States.

The United States will have the right to collect from the Plan the reasonable cost of health care services incurred by the United States on behalf of a military Participant or a military Dependent through a facility of the United States military to the extent that the Participant or Dependent would be eligible to receive reimbursement or indemnification from the Plan if the Retiree or Dependent were to incur such cost on his own behalf.

## **M. Liability of Plan Affiliates**

The Plan Administrator, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Plan constitutes a contract solely between the Plan Administrator and Blue Cross and Blue Shield of Louisiana, that Blue Cross and Blue Shield of Louisiana is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, the "Association" permitting Blue Cross and Blue Shield of Louisiana and its subsidiaries and affiliates (collectively "Blue Cross and Blue Shield of Louisiana"), to use the Blue Cross and Blue Shield Service Marks in the State of Louisiana, and that Blue Cross and Blue Shield of Louisiana is not contracting as the agent of the Association. The Plan Administrator, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Plan based upon representations by any person other than Blue Cross and Blue Shield of Louisiana and that no person, entity, or organization other than Blue Cross and Blue Shield of Louisiana shall be held accountable or liable to the Plan Administrator for any of Blue Cross and Blue Shield of Louisiana's obligations to the Plan. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield of Louisiana other than those obligations created under other provisions of the claims administration agreement.

## **N. Out-of-Area Services**

The Claims Administrator has a variety of relationships with other Blue Licensees referred to generally as "Inter-Plan Programs." Whenever Covered Persons obtain healthcare services outside of Blue Cross and Blue Shield of Louisiana's service area, the Claims for these services may be processed through one of these Inter-Plan Programs, which include the BlueCard® Program.

Typically, when accessing care outside Blue Cross and Blue Shield of Louisiana's service area, Covered Persons will obtain care from healthcare Providers that have a contractual agreement (i.e., are "Network Providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue").

In some instances, Covered Persons may obtain care from Non-Network Providers. The Claims Administrator's payment practices in both instances are described below.

## 1. BlueCard® Program

Under the BlueCard® Program, when Covered Persons access covered healthcare services within the geographic area served by a Host Blue, the Claims Administrator will remain responsible for fulfilling its contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating healthcare Providers.

Whenever Covered Persons access covered healthcare services outside Blue Cross and Blue Shield of Louisiana's service area and the claim is processed through the BlueCard® Program, the amount Covered Persons pay for covered healthcare services from Network Providers is calculated based on the lower of:

- a. the billed covered charges for Your covered services; or
- b. the negotiated price that the Host Blue makes available to the Plan.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to the healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with the healthcare Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price the Plan uses for Covered Person's claim because they will not be applied retroactively to Claims already paid.

## 2. Medicare Supplemental/Medigap/Medicare Complementary

Under Medigap/Medicare Supplemental/Medicare Complementary plans, when a Covered Person receives treatment from a healthcare Provider that participates with the Host Blue and accepts Medicare assignment, the amount the Covered Person pays for services otherwise covered by the federal Medicare Program will be calculated based on the Medicare allowable amount. If the healthcare Provider does not accept Medicare assignment, the Covered Person may be liable for the difference between the amount that the Provider bills and the Medicare limiting charge, which will include the payment the Plan will make for the covered services as set forth in Group's agreement.

If the Covered Person has additional benefits for healthcare services which Medicare would not otherwise cover, the amount the Covered Person pays for such services when received from a Network Provider will be calculated based on the lower of either billed covered charges or negotiated price made available to the Plan by the Host Blue.

## 3. Non-Network Providers outside Blue Cross and Blue Shield of Louisiana's Service Area

When covered healthcare services are provided outside of Blue Cross and Blue Shield of Louisiana's service area by Non-Network Providers, the amount the Covered Person pays for such services is described below.

### a. Covered Person Liability Calculation

When covered healthcare services are provided outside of the Claims Administrator's service area by Non-Network Providers, the amounts a Covered Person pays for such services will

generally be based on either the Host Blue's Non-Network Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Covered Person may be responsible for the difference between the amount that the Non-Network Provider bills and the payment the Plan will make for the covered services as set forth in this paragraph.

b. Exceptions

In some exception cases, the Plan may pay Claims from Non-Network Providers outside of Blue Cross and Blue Shield of Louisiana's service area based on the Provider's billed charge, the payment the Plan would make if it were paying a Non-Network Provider inside of Blue Cross and Blue Shield of Louisiana's service area (where the Host Blue's corresponding payment would be more than the Blue Cross and Blue Shield of Louisiana's in-service area Non-Network Provider payment), or in the Claims Administrator's sole and absolute discretion, it may negotiate a payment with such a Provider on an exception basis.

In any of these exception situations, the Covered Person may be responsible for the difference between the amount that the Non-Participating healthcare Provider bills and payment the Plan will make for the covered services as set forth in this paragraph.

c. Medigap/Medicare Supplemental/Medicare Complementary Plans

Under Medigap/Medicare Supplemental/Medicare Complementary plans, when Covered Person receives treatment from a healthcare Provider that does not participate with the Host Blue, but does accept Medicare assignment, the amount the Covered Person pays for services otherwise covered by the federal Medicare Program will be calculated based on the Medicare allowable amount. If the Provider does not accept Medicare assignment, the Covered Person may be liable for the difference between the amount that the provider bills and the Medicare limiting charge, which will include the payment the Plan will make for the Covered Services as set forth in this paragraph. If the Covered Person has additional benefits for healthcare services which Medicare would not otherwise cover, the amount the Covered Person pays for such services provided by a healthcare Provider not participating with the Host Blue will be calculated based on either the Host Blue's Non-Network Provider local payment or the pricing arrangements required by applicable state law.

In these situations, the Covered Person may be liable for the difference between the amount that the Non-Network Provider bills and the payment the Plan will make for the Covered Services as set forth in this paragraph.

4 Out-of-Area Claims: Non-Network Providers Covered Person Liability Calculation – Emergency Care

If You need Emergency Medical Services in the emergency department of a Hospital, We will cover You at the level required by the Patient Protection and Affordable Care Act and federal regulations. You will have to pay for any charges that exceed the Allowable Charge as well as for any Deductibles and Coinsurance.

**O. Compliance with HIPAA Privacy Standards**

The Plan Administrator's workforce performs services in connection with administration of the Plan. In order to perform these services, it is necessary for these workforce members, from time to time, to have access to Protected Health Information (as defined below).

Under the Standards of Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), these workforce members are permitted to have such access subject to the following:

## 1. General

The Plan shall not disclose Protected Health Information to any member of the Plan Administrator's workforce unless each of the conditions set out in this HIPAA Privacy section is met. "Protected Health Information" shall have the same definition as set out in the Privacy Standards but generally shall mean individually identifiable health information about the past, present or future physical or Mental Health condition of a Covered Person, including information about treatment or payment for treatment.

## 2. Permitted Uses and Disclosures

Protected Health Information disclosed to members of the Covered Person's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, the term "payment" generally shall mean activities taken with respect to payment of premiums or contributions, or to determine or fulfill Plan responsibilities with respect to coverage, provision of Benefits or reimbursement for health care. "Health Care Operations" generally shall mean activities on behalf of the Plan that are related to quality assessment; evaluation, training or accreditation of health care providers; underwriting, premium rating and other functions related to obtaining or renewing an insurance contract, including stop-loss insurance; medical review; legal services or auditing functions; or business planning, management and general administrative activities.

## 3. Authorized Workforce Members

The Plan shall disclose Protected Health Information on to members of the Plan Administrator's workforce, who are designated and are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for these persons to perform duties with respect to the Plan

For purposes of this HIPAA Privacy section, "members of the Plan Administrator's workforce" shall refer to all workforce members and other persons under the control of the Plan Administrator.

- a. Updates Required. The Plan Administrator shall amend the Plan promptly with respect to any changes in the members of its workforce who are authorized to receive Protected Health Information.
- b. Use and Disclosure Restricted. An authorized workforce member of the Plan Administrator's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his duties with respect to the Plan.
- c. Resolution of Issues of Noncompliance. In the event that any member of the Plan Administrator's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to a privacy official. The privacy official shall take appropriate action, including:
  - (1) investigating the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
  - (2) applying appropriate sanctions against the persons causing the breach, which depending upon the nature of the breach may include oral or written reprimand, additional training or termination of employment;

(3) mitigating any harm caused by the breach, to the extent practicable; and

(4) documenting the incident and all actions taken to resolve the issue and mitigate any damages.

#### 4. Certification of Plan Administrator

The Plan Administrator agrees to:

- a. not use or further disclose the Protected Health Information other than as permitted or required by the Plan documents or as required by law;
- b. ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Plan Administrator with respect to such information;
- c. not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other Benefit or Employee Plan of the Plan Administrator;
- d. report any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures hereunder or required by law;
- e. make available Protected Health Information to individual Covered Persons in accordance with Section 164.524 of the Privacy Standards;
- f. make available Protected Health Information for amendment by individual Covered Persons and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- g. make available Protected Health Information required to provide any accounting of disclosures to individual Covered Persons in accordance with Section 164.528 of the Privacy Standards;
- h. make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- i. if feasible, return or destroy all Protected Health Information in any form, and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible; and
- j. ensure the adequate separation between the Plan and Covered Person of the Plan Administrator's workforce, as required by Section 164.504 (f) (2) (iii) of the Privacy Standards.

The following State of Louisiana, Office of Group Benefits workforce members are authorized to receive Protected Health Information in order to perform the following duties:

- Customer Service
- Agency Services
- Eligibility Services
- Executive Staff Services
- Contract Management Services

- IT Services
- Legal Services
- Medical Director Consultation Services
- Payment Services

**P. Compliance with HIPAA Electronic Security Standards**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), the Plan Administrator agrees to the following:

1. The Plan Administrator agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Plan Administrator creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
2. The Plan Administrator shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
3. The Plan Administrator shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Compliance with HIPAA Privacy Standards sections (3) Authorized workforce members and (4) Certification of Plan Administrator described above in this Article.

**Q. Compliance with the Affordable Care Act**

This Plan shall be operated and administered in compliance with the applicable provisions of the Affordable Care Act ("ACA"), including Code Section 4980H and the regulations promulgated thereunder. To the extent of any discrepancy between the terms of this Plan and the applicable requirements of the ACA, the Plan will be administered to comply with such applicable requirement

**ARTICLE IX. COMPLAINT, GRIEVANCE AND APPEAL PROCEDURES**

**OGB Eligibility Appeal Process**

OGB retains the authority to make all determinations regarding eligibility, except for rescissions of coverage determinations and those determinations involving medical judgment regarding the incapacity of over-age 26 dependents. All other eligibility appeals must be submitted within 180 calendar days following the denial of coverage to State of Louisiana Office of Group Benefits, Post Office Box 44036, Baton Rouge, Louisiana 70804 (rather than Blue Cross and Blue Shield of Louisiana) and OGB shall have sixty (60), rather than thirty (30) calendar days in which to respond to the appeal. Rescissions of coverage determinations and those determinations regarding the incapacity of over-age 26 dependents shall be subject to the procedures set forth in Section C below.

**Pharmacy Benefit Manager Appeals Process**

Pharmacy Benefit Manager appeals information is available by calling MedImpact's Customer Contact Center at 800.788.2949 or by going to [www.groupbenefits.org](http://www.groupbenefits.org). Upon your written request, OGB will provide you a copy of the Pharmacy Benefit Manager appeals information at no charge.

## A. COMPLAINTS AND GRIEVANCES: Quality of Care or Services

The Claims Administrator wants to know when a Plan Participant is dissatisfied with the quality of care or services received from the Claims Administrator or a Network Provider. If a Plan Participant or his Authorized representative wants to register an oral Complaint or file a formal written Grievance about the quality of care or services received from the Claims Administrator or a Network Provider, he should refer to the procedures below.

### 1. Complaints

A Complaint is an **oral** expression of dissatisfaction with the quality of care or services received from the Claims Administrator or a Network Provider. For example, services, access, availability, or attitude of the Claims Administrator or a Network Provider.

**To make a Complaint**, call the Claims Administrator's customer service department at 1-800-392-4089. The Claims Administrator will attempt to resolve the Complaint at the time of the call.

If a Plan Participant or his Authorized Representative is dissatisfied with the Claims Administrator's resolution, he may file a first level Grievance.

### 2. Grievances

A Grievance is a **written** expression of dissatisfaction with the quality of care or services received from the Claims Administrator or a Network Provider.

**To file a first level Grievance**, send the first level Grievance to:

Blue Cross and Blue Shield of Louisiana  
Claims Administrator  
Appeals and Grievance Unit  
P.O. Box 98045  
Baton Rouge, LA 70898-9045

The Claims Administrator's customer service department will assist the Plan Participant or his Authorized Representative with filing the first level Grievance, if necessary.

The Claims Administrator will mail a response to the Plan Participant or his Authorized Representative within thirty (30) calendar days from the date the Claims Administrator receives the first level Grievance.

## B. INFORMAL RECONSIDERATION: Pre-Service Denial Based on Medical Necessity or Investigational Determinations

In addition to the appeal rights, the Plan Participant's Provider may initiate an Informal Reconsideration to review Utilization Management decisions.

### Informal Reconsideration

An Informal Reconsideration is a process to review Utilization Management decisions and is initiated by a telephone request from the Plan Participant's Provider to the Claims Administrator's Medical Director or to a peer reviewer. An Informal Reconsideration is typically based on submission of additional information or a peer-to-peer discussion. An Informal Reconsideration is available only if requested within **ten (10) calendar days** of the date of the initial denial or adverse Concurrent Review determination. The Claims Administrator will conduct the Informal Reconsideration within **one (1) business day** from the receipt of the request. Once the Informal Reconsideration is complete, the

Claims Administrator will advise the Plan Participant or his Authorized Representative of the decision and, if necessary, the Plan Participant's additional appeal rights.

### **C. APPEALS: Standard Appeal, External and Expedited Appeals**

A Plan Participant may be dissatisfied with coverage decisions made by the Claims Administrator. For example, rescissions of coverage, denied Authorizations, Investigational determinations, adverse Medical Necessity determinations, adverse determinations based on medical judgment, denied Benefits (in whole or in part), or adverse Utilization Management decisions.

A Plan Participant's appeal rights, including a right to an expedited appeal, are outlined below.

#### **Standard Appeals Process**

An Appeal is a **written** expression of dissatisfaction with coverage decisions made by the Claims Administrator. A Plan Participant or his Authorized Representative may file an Administrative Appeal or a Medical Appeal. The Plan Participant or his Authorized Representative is encouraged to submit written comments, documents, records, and other information relating to adverse coverage decisions.

If the Plan Participant or his Authorized Representative has questions or needs assistance putting an Appeal in writing, or wishes to communicate with the Claims Administrator regarding an Appeal, he may call the Claims Administrator's customer service department at 1-800-392-4089.

**DUPLICATE REQUESTS TO APPEAL THE SAME CLAIM, SERVICE, ISSUE, OR DATE OF SERVICE WILL NOT BE CONSIDERED.**

The appeal process has two (2) mandatory levels of review. At each level of review, the review will involve persons who did not participate in any prior adverse determination and who are not a subordinate to any previous adverse decision-maker. When the Appeal requires medical judgment, the review will involve a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

#### **Administrative Appeals**

Administrative Appeals involve coverage decisions that do not require medical judgment. Examples include a denial or partial denial of benefits (adverse benefit determinations) based on the Benefit Plan limitations or exclusions, and rescissions of coverage. Administrative Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Claims Administrator  
Appeals and Grievance Unit  
P.O. Box 98045  
Baton Rouge, LA 70898-9045

#### **1. First Level Internal**

If the Plan Participant is not satisfied with the Claims Administrator's initial decision, the Plan Participant or his Authorized Representative has **one hundred eighty (180) calendar days** from receipt of the notice of an adverse benefit determination to file a first level Appeal.

Request submitted after one hundred eighty (180) days of the denial will not be considered.

If the Claims Administrator grants the first level Appeal, the Claims Administrator will reprocess the Claim.

If the Claims Administrator denies the first level Appeal, the Claims Administrator will notify the Plan Participant or his Authorized Representative, in writing, of the decision and the right to file a second level Appeal. The Claims Administrator will mail this notification within thirty (30) calendar days from the date the Claims Administrator received the first level Appeal, or as allowed by law.

If the first level Appeal is denied or if the Claims Administrator fails to complete the Appeal within the time limits set forth above, the Plan Participant or his Authorized Representative may file a second level Appeal.

## 2. Second Level Internal

*Not applicable to a rescission of coverage appeal or any appeal requiring medical judgment. These appeals follow the second level external review track for medical appeals.*

The Plan Participant or his Authorized Representative has **sixty (60) calendar days** from receipt of the notice denying the first level Appeal to file a second level Appeal. Request submitted after sixty (60) calendar days of the denial will not be considered.

An Appeals Committee not involved in any previous denial will review all second level appeals. The Committee's decision will be mailed to the Plan Participant within five (5) days of the Committee meeting.

If the Claims Administrator grants the second level Appeal, the Claims Administrator will reprocess the Claim.

If the Claims Administrator denies the second level Appeal, the Claims Administrator will notify the Plan Participant or his Authorized Representative, in writing, of the decision. The Claims Administrator will mail this notification within thirty (30) calendar days from the date the Claims Administrator received the second level Appeal, or as allowed by law.

## 3. OGB Voluntary Level Appeal

*Not applicable to a rescission of coverage appeal or any appeal requiring medical judgment. These appeals follow the second level external review track for medical appeals.*

The Plan Participant or his Authorized Representative has **thirty (30) calendar days** from receipt of the notice denying the second level Administrative Appeal to file an OGB voluntary level Appeal. **To file an OGB voluntary level Appeal**, send the OGB voluntary level Appeal to:

Office of Group Benefits  
Administrative Claims Committee  
P. O. Box 44036  
Baton Rouge, LA 70804

**along with copies** of all information relevant to the Appeal. The Plan Participant or his Authorized Representative is entitled to receive free of charge, copies of all information relevant to the Appeal from the Claims Administrator (Blue Cross and Blue Shield of Louisiana, Claims Administrator, Appeals and Grievance Unit, P. O. Box 98045, Baton Rouge, LA 70898-9045).

If the Administrative Claims Committee (ACC) grants the OGB voluntary level Appeal, the Claims Administrator will reprocess the claim. If the ACC denies the OGB voluntary level Appeal, the ACC will notify the Plan Participant or his Authorized Representative, in writing, of the decision within sixty (60) calendar days from the date the ACC received the OGB voluntary level Appeal, or as allowed by law.

## **Medical Appeals**

Medical Appeals involve a denial or partial denial of benefits based on medical judgment determinations including medical necessity, appropriateness of care (health care setting, level of care, care effectiveness), or experimental or investigational treatment. Medical Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Medical Appeals  
P.O. Box 98022  
Baton Rouge, LA 70898-9022

### **1. First Level Internal Medical Appeals**

If the Plan Participant is not satisfied with the Claims Administrator's initial decision, the Plan Participant, their authorized representative, or a Provider acting on their behalf, must submit a written request to Appeal within **one hundred eighty (180) calendar days** following the Plan Participant's receipt of an initial adverse Benefit Determination.

Requests submitted after one hundred eighty (180) calendar days of the denial will not be considered.

If the Claims Administrator grants the first level Appeal, the Claims Administrator will reprocess the claim.

If the Claims Administrator denies the first level Appeal, the Claims Administrator will notify the Plan Participant or his Authorized Representative, in writing, of the decision and the right to file a second level Appeal. The Claims Administrator will mail this notification within thirty (30) calendar days from the date the Claims Administrator received the first level Appeal, or as allowed by law.

If the first level Appeal is denied or if the Claims Administrator fails to complete the Appeal within the time limits set forth above, the Plan Participant or his Authorized Representative may request a Second Level Appeal (External Review).

### **2. External Review – Second Level Medical and Rescission of Coverage Appeals**

If the Plan Participant is not satisfied with a Medical or rescission of coverage Appeals decision, the Plan Participant or his Authorized Representative has **one hundred twenty (120) calendar days** from receipt of the first level decision to request an external appeal conducted by an Independent Review Organization (IRO).

To request an external review related to a Medical Appeal or a Rescission of Coverage Appeal, the request should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana  
Medical Appeals  
P.O. Box 98022  
Baton Rouge, LA 70898-9022

The Claims Administrator will conduct a preliminary review to determine whether the Plan Participant has a right to an external review within five (5) business days of receiving the request. The Claims Administrator will notify the Plan Participant or his Authorized Representative, in writing, of the decision and requirements for any further action by the Plan Participant or his Authorized Representative within one (1) business day after completing the preliminary review.

If an external review right exists, the Claims Administrator will provide the IRO all pertinent information necessary to conduct the review. The IRO will notify the Plan Participant or his Authorized Representative, and the Claims Administrator, in writing, of the decision within forty-five (45) calendar days from the date the IRO received the external review request from the Claims Administrator.

### **Expedited Appeals Process**

The Expedited Appeal process is a process to review adverse Benefit determinations when the time frame of the appeal process described above would seriously jeopardize the Plan Participant's life, health, and ability to regain maximum function; or, when, in the opinion of the treating physician, the Plan Participant may experience pain that cannot be adequately controlled while awaiting a decision through the appeal process described above.

For example, a request concerning an admission, availability of care, continued stay, or health care service for a Plan Participant who is requesting Emergency services, has received Emergency services but has not been discharged from a facility, or has been admitted to the facility. To request an expedited appeal, contact:

Blue Cross and Blue Shield of Louisiana  
Expedited Appeal – Medical Appeals  
P.O. Box 98022  
Baton Rouge, LA 70898-9022  
1-800-392-4089

#### **1. First Level Expedited Appeal**

A first level Expedited Appeal may be initiated orally or in writing by the Plan Participant or his Authorized Representative, or the Provider acting on behalf of the Plan Participant.

The Claims Administrator will make a decision within seventy-two (72) hours after receipt of the Expedited Appeal.

If the first level Expedited Appeal is denied, the Plan Participant or his Authorized Representative, or the Provider acting on behalf of the Plan Participant may file a second level Expedited Appeal for immediate review by an Independent Review Organization (IRO).

#### **2. Second Level Expedited Appeal**

A second level Expedited Appeal may be initiated orally or in writing by the Plan Participant or his Authorized Representative, or the Provider acting on behalf of the Plan Participant.

The Claims Administrator will provide the IRO all pertinent information necessary to conduct the review. The IRO will notify the Plan Participant or his Authorized Representative, or the Provider acting on behalf of the Plan Participant, and the Claims Administrator of the decision within seventy-two (72) hours from receipt of the second level Expedited Appeal from the Claims Administrator.

### **D. Exhaustion**

The Plan Participant will have exhausted his administrative remedies under the Plan when the Plan Participant completes any one of the following steps:

- The OGB Eligibility Appeal process;
- Pharmacy Benefits Manager Appeal process;

- The Second Level Expedited Appeal process;
- The Second Level Internal Appeal process;
- The OGB Voluntary Level Appeal process; or,
- The External Review process.

After exhaustion, a claimant may pursue any other legal remedies available to him.

## **E. Legal Limitations**

A Plan Participant must exhaust his administrative remedies before filing a legal action. No legal action shall be brought against the Plan to attempt to recover benefits under this Plan more than one year after the time a Claim is required to be filed, or more than thirty (30) calendar days after the Plan Participant has exhausted his administrative remedies, whichever is later.

## **ARTICLE X. HOW TO OBTAIN CARE WHILE TRAVELING, MAKE PLAN CHANGES AND FILE CLAIMS**

The Claims Administrator is continuing to update its online access for Covered Persons. Covered Persons may now be able to perform many of the functions described below, without contacting the Claims Administrator's customer service department. The Claims Administrator invites Covered Persons to log on to [www.bcbsla.com](http://www.bcbsla.com) for access to these services.

All of the forms mentioned in this section can be obtained from the Claims Administrator's regional offices. If the Covered Person needs to submit documentation to the Claims Administrator, the Covered Person may forward it to Blue Cross and Blue Shield of Louisiana at P. O. Box 98029, Baton Rouge, LA70898-9029, or to, 5525 Reitz Avenue, Baton Rouge, LA 70809.

If the Covered Person has any questions about any of the information in this section, the Covered Person may call the Claims Administrator's customer service department at the telephone number shown on his ID card.

### **A. How to Obtain Care While Traveling**

The Participant's ID card offers convenient access to PPO health care outside of Louisiana. If the Covered Person is traveling or residing outside of Louisiana and needs medical attention, please follow these steps:

1. In an Emergency, go directly to the nearest Hospital.
2. Call BlueCard Access at 1-800-810-BLUE (2583) for information on the nearest PPO Network Providers.
3. Use a designated PPO Network Provider to receive the highest level of Benefits.
4. Present the Participant's ID card to the Provider, who will verify coverage and file Claims for the Covered Person.
5. The Covered Person must obtain any required Authorizations from the Claims Administrator.

NOTE: Emergency services (life and limb threatening emergencies) received outside of the United States (out of country) are covered at the In-Network benefit level. Non-emergency

services received outside of the United States (out of country) ARE COVERED AT THE OUT-OF-NETWORK BENEFIT LEVEL.

**B. How to File Claims for Benefits**

Claims under this Plan will be processed and paid along with the claims of the integrated CDHP. Please refer to the CDHP's plan document for details about how claims are filed under that plan. Covered Persons do not need to file a separate claim to receive reimbursements under this HRA.

**C. If Covered Person Has a Question About His Claim**

If a Covered Person has a question about the payment of a Claim, the Covered Person can write to the Claims Administrator at the address below or the Covered Person may call the Claims Administrator's customer service department at the telephone number shown on his ID card or any of the Claims Administrator's local service offices\*. If the Covered Person calls for information about a Claim, the Claims Administrator can help the Covered Person better if the Covered Person has the information at hand, particularly the contract number, patient's name and date of service.

Blue Cross and Blue Shield of Louisiana,  
5525 Reitz Avenue  
P.O. Box 98027  
Baton Rouge, LA 70898-9029

Remember, the Covered Person must ALWAYS refer to the his contract number in all correspondence and recheck it against the contract number on his ID card to be sure it is correct.

\* Blue Cross and Blue Shield of Louisiana has local service offices located in Baton Rouge, New Orleans, Lake Charles, Lafayette, Alexandria, Houma, Monroe and Shreveport.

**ARTICLE XI. RESPONSIBILITIES OF PLAN ADMINISTRATION**

**A. Plan Administrator Responsibility**

The OGB will administer the Plan in accordance with its terms, state and federal law, the OGB's established policies, interpretations, practices, and procedures. The OGB will have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding eligibility for benefits and to decide disputes which may arise relative to a Covered Person's rights.

**B. Amendments to or Termination of the Plan and/or Contract**

OGB has the statutory responsibility of providing Benefits to Covered Persons to the extent that funds are available. OGB reserves the right to terminate or amend the eligibility and Benefit provisions of the Plan from time to time as necessary to prudently discharge its duties. Such modifications will be promulgated subject to the applicable provisions of law, and nothing contained herein shall be construed to guarantee or vest Benefits for any Participant, whether active or retired, or a Dependent of an active Employee or Retiree.

**C. Fiduciary**

A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, renders investment advice to the Plan, or has discretionary authority or responsibility in the administration of the Plan. A fiduciary must carry out his duties and responsibilities for the purpose of providing Benefits to the Covered Persons, and defraying reasonable expenses of administering the Plan. These duties must be carried out with care, skill, prudence and diligence

under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation.

**D. The Claims Administrator is not a Fiduciary**

A Claims Administrator is NOT a fiduciary under the Plan by virtue of paying Claims in accordance with the Plan's rules as established by the Plan Administrator.

## GENERAL PLAN INFORMATION

**NAME OF PLAN:** Health Reimbursement Arrangement for State of Louisiana Employees

**PLAN ADMINISTRATOR:** State of Louisiana Office of Group Benefits  
Post Office Box 44036  
Baton Rouge, Louisiana 70804  
(225) 925-6625 or (225) 925-6770 (TDD)  
(800) 272-8451 or (800) 259-6771 (TDD)

**PLAN NUMBER (PN):** 501

**TYPE OF PLAN:** Health Reimbursement Arrangement

**TYPE OF ADMINISTRATION:** The Plan is a self-funded Group Health Plan. Benefits are administered, on behalf of the Plan Administrator, by Blue Cross and Blue Shield of Louisiana, pursuant to the terms of the Administrative Services Agreement and the terms and conditions of the Plan.

**CLAIMS ADMINISTRATOR:** Blue Cross and Blue Shield of Louisiana (BCBSLA)  
5525 Reitz Avenue  
Baton Rouge, LA 70809  
(800)392-4089

BCBSLA has been hired to process claims under the Plan. BCBSLA does not serve as an insurer, but merely as a claims processor. Claims for Benefits are sent to BCBSLA. BCBSLA processes and pays claims, then requests reimbursement from Plan. State of Louisiana, Office of Group Benefits is ultimately responsible for providing plan Benefits, and not BCBSLA.

**PLAN YEAR ENDS:** December 31

**PLAN DETAILS:** The eligibility requirements, termination provisions, Benefits and a description of the circumstances which may result in disqualification, ineligibility, denial, or loss of any Benefits are described in the Plan.

**FUTURE OF THE PLAN:** Although the Plan Administrator expects and intends to continue the Plan indefinitely, the Plan Administrator reserves the right to modify, amend, suspend, or terminate the Plan at any time.

## GENERAL NOTICE OF CONTINUATION COVERAGE RIGHTS UNDER COBRA

### Introduction

This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of group health coverage under certain circumstances when coverage would otherwise end under any of the health plans offered through the Office of Group Benefits and administered by Blue Cross and Blue Shield of Louisiana (hereinafter referred to as “Plan”). **This notice generally explains COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.** COBRA (and the description of COBRA coverage contained in this notice) applies only to the group health plan benefits offered under the Plan and not to any other benefits offered by the State of Louisiana (such as life insurance).

The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available to you when you would otherwise lose your group health coverage under the Plan. It can also become available to your spouse and dependent children, if they are covered under the Plan, when they would otherwise lose their group health coverage under the Plan. This notice does not fully describe COBRA coverage or other rights under the Plan. For additional information about your rights and obligations under the Plan and under federal law, you should get a copy of the Plan Document from the Plan. The Plan provides no greater COBRA rights than what COBRA requires—nothing in this notice is intended to expand your rights beyond COBRA’s requirements.

### What is COBRA Coverage?

COBRA coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event occurs and any required notice of that event is properly provided to the Office of Group Benefits, COBRA coverage must be offered to each person losing Plan coverage who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA coverage if coverage under the Plan is lost because of the qualifying event. (Certain newborns, newly adopted children, and alternate recipients under QMCSOs may also be qualified beneficiaries. This is discussed in more detail in separate paragraphs below.) Under the Plan, qualified beneficiaries who elect COBRA must pay the entire cost of COBRA coverage.

### Who is entitled to elect COBRA Coverage?

If you are an employee, you will be entitled to elect COBRA coverage if you lose your group health coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will be entitled to elect COBRA coverage if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct; or
- You become divorced from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce, and a divorce later occurs, then the divorce may be considered a qualifying event for you even though your coverage was reduced or eliminated before the divorce. If you notify the Office of Group Benefits within 60 days after the divorce and can establish that the employee cancelled the coverage earlier in

anticipation of the divorce, the COBRA coverage may be available for the period after the divorce.

A person enrolled as the employee's dependent child will be entitled to elect COBRA coverage, if he or she loses group health coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

### **When is COBRA Coverage Available?**

When the qualifying event is the end of employment or reduction of hours of employment or death of the employee, the Plan will offer COBRA coverage to qualified beneficiaries only after the Office of Group Benefits has been timely notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, or death of the employee, the participant employer must notify the Office of Group Benefits of the qualifying event within 30 days following the date coverage ends.

### **You Must Give Notice of Some Qualifying Events**

**For the other qualifying events (divorce of the employee and spouse, or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Office of Group Benefits in writing within 60 days after the later of: (1) the date of the qualifying event; and (2) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event. In providing this notice, you must use the Plan's form entitled "Notice of Qualifying Event Form" (you may obtain a copy of this form from the Office of Group Benefits at no charge, or you can download the form at [www.groupbenefits.org](http://www.groupbenefits.org)), and you must follow the notice procedures specified in the box at the end of this notice entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to the Office of Group Benefits during the 60-day notice period, THEN ALL QUALIFIED BENEFICIARIES WILL LOSE THEIR RIGHT TO ELECT COBRA.**

### **Electing COBRA**

Once the Office of Group Benefits receives timely notice that a qualifying event has occurred, each qualified beneficiary will have an independent right to elect COBRA coverage. Covered employees and spouses (if the spouse is a qualified beneficiary) may elect COBRA coverage on behalf of all of the qualified beneficiaries, and parents may elect COBRA coverage on behalf of their children. **Any qualified beneficiary for whom COBRA coverage is not elected within the 60-day election period specified in the Plan's COBRA election notice WILL LOSE HIS OR HER RIGHT TO ELECT COBRA COVERAGE.**

### **How Long Does COBRA Coverage Last?**

COBRA coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the covered employee's divorce, or a dependent child's losing eligibility as a dependent child, COBRA coverage can last for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA coverage under the Plan for his spouse and children who lost coverage as a result of

his termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). This COBRA coverage period is available only if the covered employee becomes entitled to Medicare within 18 months BEFORE the termination or reduction in hours.

Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA coverage generally can last for only up to a total of 18 months.

### **Extension of COBRA Coverage**

The COBRA coverage periods described above are maximum coverage periods. There are two ways in which the period of COBRA coverage resulting from a termination of employment or reduction of hours can be extended.

#### ***Disability extension of COBRA coverage***

If a qualified beneficiary is determined by the Social Security Administration (or by the staff of the Office of Group Benefits in the case of a person who is ineligible for Social Security disability benefits due to insufficient "quarters" of employment) to be disabled and you notify the Office of Group Benefits in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was the covered employee's termination of employment or reduction of hours. The disability must have started at some time before the sixty-first (61<sup>st</sup>) day after the Covered Employee's termination of employment or reduction of hours, and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above).

For persons eligible to receive Social Security disability benefits, the disability extension is available only if you notify the Office of Group Benefits in writing and submit a copy of the Social Security Administration's determination of disability within 60 days after the latest of:

- the date of the Social Security Administration's disability determination; and
- the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

For persons ineligible to receive Social Security disability benefits due to insufficient "quarters", the disability extension is available only if you submit to the Office of Group Benefits in writing proof of total disability before the initial 18-month COBRA coverage period ends.

**You must also provide this notice within 18 months after the covered employee's termination of employment or reduction in hours in order to be entitled to a disability extension. In providing this notice, you must use the Plan's form entitled "Notice of Disability Form" (you may obtain a copy of this form from the Office of Group Benefits at no charge, or you can download the form at [www.groupbenefits.org](http://www.groupbenefits.org)), and you must follow the procedures specified in the box at the end of this notice entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided in writing to the Office of Group Benefits during the 60-day notice period and within 18 months after the employee's termination of employment or reduction of hours, THEN THERE WILL BE NO DISABILITY EXTENSION OF COBRA COVERAGE.**

#### ***Second qualifying event extension of COBRA coverage***

If your family experiences another qualifying event while receiving 18 months of COBRA coverage because of the covered employee's termination of employment or reduction of hours (including COBRA coverage during a disability extension period as described above), the spouse and dependent children receiving COBRA coverage can get up to 18 additional months of COBRA coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Office of Group Benefits. This extension may be available to the spouse and any dependent children receiving COBRA coverage if the

employee or former employee dies, or gets divorced, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred. (This extension is not available under the Plan when a covered employee becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

This extension due to a second qualifying event is available only if you notify the Office of Group Benefits in writing of the second qualifying event within 60 days after the later of:

- the date of the second qualifying event; and
- the date on which the qualified beneficiary would lose coverage under the terms of the Plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still an employee covered under the Plan).

**In providing this notice, you must use the Plan’s form, entitled “Notice of Second Qualifying Event Form,”** (you may obtain a copy of this form from the Office of Group Benefits at no charge, or you can download the form at [www.groupbenefits.org](http://www.groupbenefits.org)), **and you must follow the procedures specified in the box at the end of this notice entitled “Notice Procedures.” If these procedures are not followed or if the notice is not provided in writing to the Office of Group Benefits within the 60-day notice period, THEN THERE WILL BE NO EXTENSION OF COBRA COVERAGE DUE TO A SECOND QUALIFYING EVENT.**

#### **More Information About Individuals Who May Be Qualified Beneficiaries**

##### ***Children born to or placed for adoption with the covered employee during COBRA coverage period***

A child born to, adopted by, or placed for adoption with a covered employee during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if the covered employee is a qualified beneficiary, the covered employee has elected COBRA coverage for himself or herself. The child’s COBRA coverage begins on the child’s date of birth, date of adoption, or date of placement for adoption if the child is enrolled in the Plan through special enrollment, or on the first day of the following plan year if the child is enrolled through open enrollment. The COBRA coverage lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled in the Plan, the child must satisfy the otherwise applicable Plan eligibility requirements (for example, regarding age).

##### **Alternate recipients under QMCSOs**

A child of the covered employee who is receiving benefits under the Plan pursuant to a Qualified Medical Child Support Order (QMCSO) received by the Office of Group Benefits during the covered employee’s period of employment with the participant employer is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

#### **Health Insurance Marketplace**

There may be other coverage options for you and your family. When key parts of the Affordable Care Act take effect, you’ll be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and Out-of-Pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse’s plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

### **Keep Your Plan Informed of Address Changes**

**In order to protect your family's rights, you should keep the Office of Group Benefits informed of any changes in the addresses of your family members.** You should also keep a copy, for your records, of any notices you send to the Office of Group Benefits.

### **Plan Contact Information**

You may obtain information about the Plan and COBRA coverage on request from:

**Office of Group Benefits  
Eligibility Department  
Post Office Box 66678  
Baton Rouge, Louisiana 70804  
225.922.2321  
225.925.6333 FAX**

### **Notice Procedures**

**Warning: If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).**

**Notices Must Be Written and Submitted on Plan Forms:** Any notice that you provide must be in writing and must be submitted on the Plan's required form (the Plan's required forms are described above in this notice, and you may obtain copies from the Office of Group Benefits without charge or download them at [www.groupbenefits.org](http://www.groupbenefits.org)). Oral notice, including notice by telephone, is not acceptable. Electronic e-mailed notices are not acceptable.

**How, When, and Where to Send Notices:** You must mail or FAX your notice to:

**Office of Group Benefits  
Eligibility Department  
Post Office Box 44036  
Baton Rouge, Louisiana 70804  
225.922.2321  
225.925.6333 FAX**

If mailed, your notice must be postmarked no later than the last day of the applicable notice period. If Faxed, your notice must be received by the Eligibility department at the number specified above no later than the last day of the applicable notice period. (The applicable notice periods are described in the paragraphs above entitled "You Must Give Notice of Some Qualifying Events," "Disability extension of COBRA coverage," and "Second qualifying event extension of COBRA coverage.")

**Information Required for All Notices:** Any notice you provide must include: (1) the name of the Plan; (2) the name and address of the employee who is (or was) covered under the Plan; (3) the name(s) and address(es) of all qualified beneficiary(ies) who lost coverage as a result of the qualifying event; (4) the qualifying event and the date it happened; and (5) the certification, signature, name, address, and telephone number of the person providing the notice.

**Additional Information Required for Notice of Qualifying Event:** If the qualifying event is a divorce, your notice must include a copy of the decree of divorce. If your coverage is reduced or eliminated and later a divorce occurs, and if you are notifying the Office of Group Benefits that your Plan coverage was reduced or eliminated in anticipation of the divorce, your notice must include evidence satisfactory to the Office of Group Benefits that your coverage was reduced or eliminated in anticipation of the divorce.

### **Notice Procedures (continued)**

**Additional Information Required for Notice of Disability:** Any notice of disability that you provide must include: (1) the name and address of the disabled qualified beneficiary; (2) the date that the qualified beneficiary became disabled; (3) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (4) the date that the Social Security Administration made its determination, if applicable; (5) a copy of the Social Security Administration's determination, if applicable; and (6) a statement whether the Social Security Administration has subsequently determined that the disabled qualified beneficiary is no longer disabled. For persons ineligible to receive Social Security disability benefits due to insufficient "quarters", any notice of disability must also include proof of total disability, such as medical evidence presented by the applicant's physicians and the applicant's work history.

**Additional Information Required for Notice of Second Qualifying Event:** Any notice of a second qualifying event that you provide must include: (1) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (2) the second qualifying event and the date that it happened; and (3) if the second qualifying event is a divorce, a copy of the decree of divorce.

**Who May Provide Notices:** The covered employee (i.e., the employee or former employee who is or was covered under the Plan), a qualified beneficiary who lost coverage due to the qualifying event described in the notice, or a representative acting on behalf of either may provide notices. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the qualifying event described in the notice.