



# 2016 Benefit Guide





Our employees are our most valuable asset.

That's why at The Hoh Indian Tribe we are committed to a comprehensive employee benefit program that helps our employees stay healthy, feel secure and maintain a work/life balance.

### **Stay Healthy**

- Medical Benefits
- Vision Benefits
- Dental Benefits

### **Feeling Secure**

- Life and Accidental Death & Dismemberment
- Travel Accident
- Long Term Disability

### **Work/Life Balance**

- Regence Wellness Incentive Program; **Learn how you can earn a \$100 VISA gift card with within the 1<sup>st</sup> 3 months you are on the Medical plan!**
- 24/7 Nurseline

# Contact Information

Refer to this list when you need to contact one of your benefit vendors. For general information contact Human Resources.

MEDICAL: \_\_\_\_\_ page 1

**Regence Blue Shield**  
1-888-367-2112  
[www.regence.com](http://www.regence.com)

VISION: \_\_\_\_\_ page 11

**Regence Blue Shield**  
1-888-367-2112  
[www.regence.com](http://www.regence.com)

DENTAL: \_\_\_\_\_ page 14

**Regence Blue Shield**  
1-888-367-2112  
[www.regence.com](http://www.regence.com)

LIFE & AD&D(WITH TRAVEL ACCIDENT): \_\_\_\_\_ page 18

**Mutual of Omaha**  
1-800-655-5142  
[www.mutualofomaha.com](http://www.mutualofomaha.com)

LONG TERM DISABILITY: \_\_\_\_\_ page 20

**Mutual of Omaha**  
1-800-655-5142  
[www.mutualofomaha.com](http://www.mutualofomaha.com)

\$100 VISA INCENTIVE WELLNESS PROGRAM: \_\_\_\_\_ page 25

**Regence Blue Shield**  
1-888-367-2112  
[www.regence.com](http://www.regence.com)

REGENCE 24/7 NURSE LINE: \_\_\_\_\_ page 28

**Regence Blue Shield**  
1-800-267-6729  
[www.regence.com](http://www.regence.com)

NOTIFICATIONS & COMPLIANCE: \_\_\_\_\_ page 29

# Employee Benefit Health Insurance Package



## Who is Eligible and When:

Full Time Eligible Employees working 30+ hours per week are eligible for benefits on the 1<sup>st</sup> of the Month following a 60 day probation period.

*Qualifying Events: If you have a change in marital status, number of dependents (birth, adoption) or lose coverage involuntarily you have 30 days from the date of the qualifying event to change your coverage. See Human Resources for more information.*

## Benefits You Receive:

### Medical Coverage

Comprehensive Medical coverage is provided through Regence Blue Shield. It includes a 24/7 Nurseline (800) 267-6729 and many added value programs through the [www.regence.com](http://www.regence.com) website. Use your User ID on your Regence card to register on member services at [www.regence.com](http://www.regence.com) and learn more about wellness programs available to you.

### Dental Coverage

The Dental benefits are also with Regence Blue Shield. Regence will pay up to \$2,000 per Calendar year towards your dental care. Go to [www.regence.com](http://www.regence.com) to enroll online & assure you see an in-network provider!

### Vision Coverage

Vision coverage is offered through Regence Blue Shield. Please register at [www.regence.com](http://www.regence.com) to find preferred in-network providers.

### Basic Life & AD&D Insurance

The Hoh Indian Tribe provides full-time employees with group life and accidental death and dismemberment (AD&D) insurance. Contact Human Resources to update your beneficiary information at any time.

### Long Term Disability Insurance

The Hoh Indian Tribe provides full-time employees with Long Term Disability benefits. In the case that you are disabled & unable to work you could be eligible for up to 60% of your monthly income up to \$4,000 per month after a 90 day elimination period. Please see HR for a claim form should you experience a disability.

## Employee Cost:

During the 2016 plan year (February 1, 2016 through December 31, 2016), the Hon Indian Tribe will pay 100% of the cost to cover you & your family on these programs.

**Plan Changes – Effective February 1, 2016, Regence Blue Shield was contracted to provide services for medical, dental and vision. Effective January 31, 2016, Premera Blue Cross, Washington Dental and Vision Service Plan are no longer providing these services.** To mitigate any unnecessary out-of-pocket costs or billings due to this change, PLEASE review and verify that the services you are scheduling or requesting are preferred, IN-NETWORK providers BEFORE you schedule the appointment or request the services. A current list of providers and services can be accessed via the websites noted under “Contact information” or you can call the customer service number directly.

# Medical Insurance



See an In-Network provider to ensure you receive the greatest savings. Go to find a Doctor at [www.regence.com](http://www.regence.com) to find a preferred provider.

## Regence BlueShield: Regence EmployeeChoice Platinum 250

Coverage Period: 02/01/2016 – 01/31/2017

Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: Individual & Eligible Family | Plan Type: PPO



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.Regence.com](http://www.Regence.com) or by calling 1 (888) 367-2112.

| Important Questions                                      | Answers   | Why this Matters:   |
|--|---|---|
| What is the overall deductible?                          | In-network: <b>\$250</b> member / <b>\$500</b> family per calendar year.<br>Out-of-network: <b>\$2,000</b> member / <b>\$4,000</b> family per calendar year.<br>Doesn't apply to prescription drugs, pediatric dental services, pediatric vision services, diagnostic x-ray/laboratory services and the following in-network services: certain preventive care, primary care and urgent care office visits and outpatient mental health and substance abuse. <b>Copayments</b> and amounts in excess of the <b>allowed amount</b> do not count toward the <b>deductible</b> . | You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .   |
| Are there other deductibles for specific services?       | No.   | You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.  |
| Is there an <b>out-of-pocket limit</b> on my expenses?   | Yes. In-network: <b>\$2,500</b> member / <b>\$5,000</b> family per calendar year.<br>Out-of-network: <b>\$5,000</b> member / <b>\$10,000</b> family per calendar year.  | The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.  |
| What is not included in the <b>out-of-pocket limit</b> ? | <b>Premiums</b> , balance-billed charges, and health care this plan doesn't cover.  | Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .  |
| Does this plan use a <b>network of providers</b> ?       | Yes. See <a href="http://www.Regence.com">www.Regence.com</a> or call 1 (888) 367-2112 for lists of in-network or out-of-network <b>providers</b> .   | If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> . |
| Do I need a referral to see a <b>specialist</b> ?        | No. You don't need a referral to see a <b>specialist</b> .  | You can see the <b>specialist</b> you choose without permission from this plan.   |

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary.

You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1 (888) 367-2112 to request a copy.

# Medical Insurance



|   |      |   |
|---|------|---|
| Are there services this plan doesn't cover? | Yes. | Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <b>excluded services</b> . |
|---|------|---|



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

| Common Medical Event   | Services You May Need                            | Your Cost If You Use an In-network Provider   | Your Cost If You Use an Out-of-network Provider          | Limitations & Exceptions   |
|--|--|---|--|--|
| If you visit a health care <b>provider's</b> office or clinic  | Primary care visit to treat an injury or illness | \$20 copay / visit, other services 10% coinsurance  | 50% coinsurance  | <b>Copayment</b> applies to each in-network primary care <b>provider</b> , naturopath or specialist office visit only, <b>deductible</b> waived. All other services are covered at the <b>coinsurance</b> specified, after <b>deductible</b> .<br><br>Coverage is limited to 12 acupuncture visits / year.<br>Coverage is limited to 15 spinal manipulations / year. |
|  | Specialist visit                                 | \$30 copay / visit, other services 10% coinsurance  | 50% coinsurance  |  |
|  | Other practitioner office visit                  | 10% coinsurance for acupuncture and spinal manipulations  | 50% coinsurance for acupuncture and spinal manipulations |  |
|  | Preventive care/ screening/immunization          | No charge   | 50% coinsurance  |  |
| If you have a test   | Diagnostic test (x-ray, blood work)              | No charge   | No charge  | _____none_____   |
|  | Imaging (CT/PET scans, MRIs)                     | 10% coinsurance   | 50% coinsurance  |  |
| If you need drugs to treat your illness or condition<br><br>More information about <b>prescription</b> | Generic drugs                                    | \$5 copay* / generic retail prescription<br>\$10 copay / generic mail order prescription<br>\$5 copay / generic self-administrable cancer chemotherapy prescription |  | No coverage for prescription drugs not on the Essential Formulary or prescription drugs from an out-of-network pharmacy.<br>Coverage is limited to a 90-day supply retail (1 copay per 30-day supply) or mail order.   |
|  | Preferred brand drugs                            | \$25 copay** / category 1 retail prescription<br>\$50 copay / category 1 mail order prescription  |  |  |

# Medical Insurance



| Common Medical Event   | Services You May Need                          | Your Cost If You Use an In-network Provider  | Your Cost If You Use an Out-of-network Provider | Limitations & Exceptions   |
|--|--|--|---|--|
| <b>drug coverage</b> is available at <a href="https://www.regence.com/web/regence_individual/pharmacy">https://www.regence.com/web/regence_individual/pharmacy</a> . | Non-preferred brand drugs                      | \$25 copay / category 1 self-administrable cancer chemotherapy prescription<br>50% coinsurance*** / category 2 retail prescription<br>40% coinsurance / category 2 mail order prescription<br>10% coinsurance / category 2 self-administrable cancer chemotherapy prescription |   | Coverage is limited to a 30-day supply injectable drugs, specialty drugs and self-administrable cancer chemotherapy drugs.<br><b>Deductible</b> waived for all prescription drugs and immunizations at a participating pharmacy. No charge for FDA-approved women's contraceptives prescribed by a health care <b>provider</b> .<br>The first fill is allowed at a retail pharmacy for specialty drugs. Additional fills must be provided at a specialty pharmacy.<br>Specialty self-administrable cancer chemotherapy drugs must be purchased at a specialty pharmacy.<br>*\$0 copay if purchased at a Preferred Pharmacy<br>**\$5 discount if purchased at a Preferred Pharmacy<br>***5% discount if purchased at a Preferred Pharmacy |
|  | Specialty drugs                                | 50% coinsurance / specialty drug prescription<br>10% coinsurance / specialty self-administrable cancer chemotherapy prescription   |   |  |
| <b>If you have outpatient surgery</b>  | Facility fee (e.g., ambulatory surgery center) | 5% coinsurance for ambulatory surgery centers<br>10% coinsurance for all other facilities  | 50% coinsurance                                 | _____none_____   |
|  | Physician/surgeon fees                         | 5% coinsurance for ambulatory surgery centers<br>10% coinsurance for all other facilities  | 50% coinsurance                                 | _____none_____   |
| <b>If you need immediate medical attention</b>   | Emergency room services                        | 0% coinsurance after \$200 / visit   |   | <b>Copayment</b> applies to the facility charge for each visit (waived if admitted), whether or not the in-network <b>deductible</b> has been met.   |

# Medical Insurance



| Common Medical Event   | Services You May Need                        | Your Cost If You Use an In-network Provider        | Your Cost If You Use an Out-of-network Provider | Limitations & Exceptions  |
|--|--|--|---|---|
|  | Emergency medical transportation             | 10% coinsurance                                    |   | —————none—————  |
|  | Urgent care                                  | \$30 copay / visit, other services 10% coinsurance | 50% coinsurance                                 | <b>Copayment</b> applies to each in-network office visit only, <b>deductible</b> waived. All other services are covered at the <b>coinsurance</b> specified, after <b>deductible</b> .  |
| If you have a hospital stay  | Facility fee (e.g., hospital room)           | 10% coinsurance                                    | 50% coinsurance                                 | —————none—————  |
|  | Physician/surgeon fee                        | 10% coinsurance                                    | 50% coinsurance                                 | —————none—————  |
| If you have mental health, behavioral health, or substance abuse needs | Mental/Behavioral health outpatient services | \$20 copay / visit                                 | 50% coinsurance                                 | <b>Copayment</b> applies to each in-network outpatient therapy visit only, <b>deductible</b> waived.  |
|  | Mental/Behavioral health inpatient services  | 10% coinsurance                                    | 50% coinsurance                                 |   |
|  | Substance use disorder outpatient services   | \$20 copay / visit                                 | 50% coinsurance                                 |   |
|  | Substance use disorder inpatient services    | 10% coinsurance                                    | 50% coinsurance                                 |   |
| If you are pregnant  | Prenatal and postnatal care                  | 10% coinsurance                                    | 50% coinsurance                                 | —————none—————  |
|  | Delivery and all inpatient services          | 10% coinsurance                                    | 50% coinsurance                                 |   |
| If you need help recovering or have other special health needs         | Home health care                             | 10% coinsurance                                    | 50% coinsurance                                 | Coverage is limited to 130 visits / year.   |
|  | Rehabilitation services                      | 10% coinsurance                                    | 50% coinsurance                                 | Coverage is limited to 30 inpatient days / year.<br>Coverage is limited to 25 outpatient visits / year.   |
|  | Habilitation services                        | 10% coinsurance                                    | 50% coinsurance                                 | Coverage for habilitative services is limited to 30 inpatient days / year.<br>Coverage for habilitative services is limited to 25 outpatient visits / year.<br>Coverage for neurodevelopmental therapy is limited to 25 outpatient visits / year. |
|  | Skilled nursing care                         | 10% coinsurance                                    | 50% coinsurance                                 | Coverage is limited to 60 inpatient days / year.  |

# Medical Insurance



| Common Medical Event                   | Services You May Need     | Your Cost If You Use an In-network Provider | Your Cost if You Use an Out-of-network Provider | Limitations & Exceptions   |
|--|---------------------------|---|---|--|
|  | Durable medical equipment | 10% coinsurance                             | 50% coinsurance                                 | —————none—————   |
|  | Hospice service           | 10% coinsurance                             | 50% coinsurance                                 | Coverage is limited to 14 respite days / lifetime.   |
| If your child needs dental or eye care | Eye exam                  | No charge                                   | No charge                                       | Coverage is limited to members under the age of 19. Coverage is limited to one routine exam / year.  |
|  | Glasses                   | No charge                                   | No charge                                       | Coverage is limited to members under the age of 19. Coverage is limited to one pair of lenses (2 lenses) and one frame / year.   |
|  | Dental check-up           | No charge                                   | No charge                                       | Coverage for preventive and diagnostic examinations is limited to 2 each per member / year for members under the age of 19. Additional coverage is provided for basic and major pediatric dental services. |

# Medical Insurance



## Excluded Services & Other Covered Services:

### Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"><li>• Bariatric surgery</li><li>• Cosmetic surgery, except congenital anomalies</li><li>• Dental care (Adult)</li></ul> | <ul style="list-style-type: none"><li>• Hearing aids</li><li>• Infertility treatment</li><li>• Long-term care</li><li>• Private-duty nursing</li></ul> | <ul style="list-style-type: none"><li>• Routine eye care (Adult)</li><li>• Routine foot care</li><li>• Vision hardware (Adult)</li><li>• Weight loss programs</li></ul> |
|---|--|---|

### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"><li>• Acupuncture</li></ul> | <ul style="list-style-type: none"><li>• Chiropractic care</li></ul> | <ul style="list-style-type: none"><li>• Non-emergency care when traveling outside the U.S.</li><li>• Termination of pregnancy</li></ul> |
|---|---|---|

# Medical Insurance



## Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1 (888) 367-2112. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1 (866) 444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1 (877) 267-2323 x61565 or [www.cco.cms.gov](http://www.cco.cms.gov).

## Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the plan at 1 (888) 367-2112 or visit [www.Regence.com](http://www.Regence.com). You may also contact your state insurance department at 1 (800) 562-6900 or [www.insurance.wa.gov](http://www.insurance.wa.gov) or the U.S. Department of Labor, Employee Benefits Security Administration at 1 (866) 444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

## Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

## Does this Coverage Meet the Minimum Value Standard?

In order for certain types of health coverage (for example, individually purchased insurance or job-based coverage) to qualify as minimum essential coverage, the plan must pay, on average, at least 60 percent of allowed charges for covered services. This is called the “minimum value standard.” **This health coverage does meet the minimum value standard for the benefits it provides.**

## Language Access Services:

SPANISH (Español): Para obtener asistencia en Español, llame al 1 (888) 367-2112.

*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*

# Medical Insurance



## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$6,430
- Patient pays: \$1,110

#### Sample care costs:

|                            |                |
|----------------------------|----------------|
| Hospital charges (mother)  | \$2,700        |
| Routine obstetric care     | \$2,100        |
| Hospital charges (baby)    | \$900          |
| Anesthesia                 | \$900          |
| Laboratory tests           | \$500          |
| Prescriptions              | \$200          |
| Radiology                  | \$200          |
| Vaccines, other preventive | \$40           |
| <b>Total</b>               | <b>\$7,540</b> |

#### Patient pays:

|                      |                |
|----------------------|----------------|
| Deductibles          | \$250          |
| Copays               | \$10           |
| Coinsurance          | \$700          |
| Limits or exclusions | \$150          |
| <b>Total</b>         | <b>\$1,110</b> |

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$4,010
- Patient pays: \$1,390

#### Sample care costs:

|                                |                |
|--------------------------------|----------------|
| Prescriptions                  | \$2,900        |
| Medical Equipment and Supplies | \$1,300        |
| Office Visits and Procedures   | \$700          |
| Education                      | \$300          |
| Laboratory tests               | \$100          |
| Vaccines, other preventive     | \$100          |
| <b>Total</b>                   | <b>\$5,400</b> |

#### Patient pays:

|                      |                |
|----------------------|----------------|
| Deductibles          | \$250          |
| Copays               | \$1,080        |
| Coinsurance          | \$20           |
| Limits or exclusions | \$40           |
| <b>Total</b>         | <b>\$1,390</b> |

# Medical Insurance



## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

- ✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

- ✗ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

- ✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

- ✓ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary.

You can view the Glossary at [www.ccio.cms.gov](http://www.ccio.cms.gov) or call 1 (888) 367-2112 to request a copy.

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HOH INDIAN TRIBE  
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# Vision



See an In-Network provider to ensure you receive the greatest savings. Go to find an Optical Provider at [www.regence.com](http://www.regence.com) to find a preferred provider.

## Regence BlueShield: Regence Vision Plan

Coverage Period: 02/01/2016 – 01/31/2017

Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: Individual and Eligible Family | Plan Type: PPO



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.Regence.com](http://www.Regence.com) or by calling 1 (888) 367-2112.

| Important Questions                                       | Answers   | Why this Matters:   |
|---|---|---|
| What is the overall <u>deductible</u> ?                   | \$0 member / \$0 family per calendar year   | See the chart starting on page 2 for your costs for services this plan covers.  |
| Are there other <u>deductibles</u> for specific services? | No.   | You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.  |
| Is there an <u>out-of-pocket limit</u> on my expenses?    | No.   | There's no limit on how much you could pay during a coverage period for your share of the cost of covered services.   |
| What is not included in the <u>out-of-pocket limit</u> ?  | This plan has no <u>out-of-pocket limit</u> .   | Not applicable because there's no <u>out-of-pocket limit</u> on your expenses.  |
| Does this plan use a <u>network of providers</u> ?        | Yes. See <a href="http://www.Regence.com">www.Regence.com</a> or call 1 (888) 367-2112 for lists of in-network or out-of-network <u>providers</u> . | If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> . |
| Do I need a referral to see a <u>specialist</u> ?         | No. You don't need a referral to see a specialist.  | You can see the <u>specialist</u> you choose without permission from this plan.   |
| Are there services this plan doesn't cover?               | Yes.  | Some of the services this plan doesn't cover are listed on page 3. See your policy or plan document for additional information about <u>excluded services</u> .   |

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).

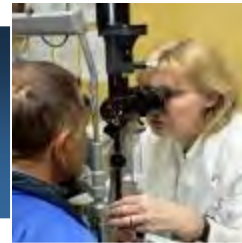
If you aren't clear about any of the underlined terms used in this form, see the Glossary.

You can view the Glossary at [www.cciiio.cms.gov](http://www.cciiio.cms.gov) or call 1 (888) 367-2112 to request a copy.

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HOH INDIAN TRIBE  
WW0116SVISSD

# Vision

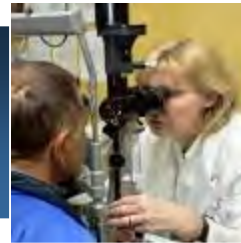


- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered vision care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for a vision examination is \$50, your **coinsurance** payment of 20% would be \$10. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network **provider** charges \$150 for a vision examination and the **allowed amount** is \$50, you may have to pay the \$100 difference. (This is called **balance billing**.)

| Common Medical Event  | Services You May Need      | Your Cost If You Use an In-network Provider | Your Cost If You Use an Out-of-network Provider | Limitations & Exceptions  |
|---|----------------------------|---|---|---|
| If you visit an eye care <u>provider's</u> office or clinic | Routine vision examination | No charge                                   | No charge                                       | Coverage is limited to one routine eye exam per member per calendar year.                           |
|   | Vision hardware            | No charge up to \$150 hardware maximum      | No charge up to \$150 hardware maximum          | Coverage is limited to \$150 for covered vision hardware per calendar year and you pay any balance. |

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).  
 If you aren't clear about any of the underlined terms used in this form, see the Glossary.  
 You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1 (888) 367-2112 to request a copy.

# Vision



## Excluded Services:

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- |                                  |                           |                              |
|----------------------------------|---------------------------|------------------------------|
| • Contact fittings               | • Medical services        | • Prescription medication    |
| • Cosmetic services and supplies | • Non-direct patient care | • Vision therapy and surgery |
| • Fees, taxes, interest          | • Personal comfort items  |                              |

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HOH INDIAN TRIBE

WW0116SVISSD

# Dental Insurance



See an In-Network provider to ensure you receive the greatest savings. Go to [www.regence.com](http://www.regence.com)  
Click on Patient then Find a Dentist. Select the Dental Network.

## Regence BlueShield: Regence Expressions

Coverage Period: 02/01/2016 – 01/31/2017

Coverage for: Individual & Eligible Family

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.Regence.com](http://www.Regence.com) or by calling 1 (888) 367-2112.

| Important Questions                                       | Answers   | Why this Matters:  |
|---|---|--|
| What is the overall <u>deductible</u> ?                   | <b>\$25</b> member / <b>\$75</b> family per calendar year.<br>Doesn't apply to the following in-network or out-of-network services: preventive dental services.<br><u>Coinsurance</u> or amounts in excess of the <u>allowed amount</u> do not count toward the <u>deductible</u> . | You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .  |
| Are there other <u>deductibles</u> for specific services? | No.   | You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.   |
| Is there an <u>out-of-pocket limit</u> on my expenses?    | No.   | There's no limit on how much you could pay during a coverage period for your share of the cost of covered services.  |
| What is not included in the <u>out-of-pocket limit</u> ?  | This plan has no <u>out-of-pocket limit</u> .   | Not applicable because there's no <u>out-of-pocket limit</u> on your expenses.   |
| Is there an overall annual limit on what the plan pays?   | Yes. <b>\$2,000</b>   | This plan will pay for covered services only up to this limit during each coverage period, even if your own need is greater. You're responsible for all expenses above this limit. The chart starting on page 2 describes <i>specific</i> coverage limits, such as limits on the number of office visits.  |
| Does this plan use a <u>network of providers</u> ?        | Yes. See <a href="http://www.Regence.com">www.Regence.com</a> or call 1 (888) 367-2112 for lists of in-network or out-of-network <u>providers</u> .   | If you use an in-network dental <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network dental <u>provider</u> may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> . |
| Do I need a referral to see a <u>specialist</u> ?         | No. You don't need a referral to see a specialist.  | You can see the <u>specialist</u> you choose without permission from this plan.  |
| Are there services this plan doesn't cover?               | Yes.  | Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about <u>excluded services</u> .  |

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).

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HOH INDIAN TRIBE

WW0115SEXPST

# Dental Insurance



- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for a crown is \$500, your **coinsurance** payment of 50% would be \$250. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network dentist charges \$200 for an examination and the **allowed amount** is \$150, you may have to pay the \$50 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

| Common Dental Event                    | Services You May Need                     | Your Cost If You Use an In-network Provider | Your Cost If You Use an Out-of-network Provider | Limitations & Exceptions  |
|--|---|---|---|---|
| If you have preventive dental services | Cleanings and examinations                | No charge                                   | No charge                                       | Coverage is limited to 2 cleanings and 2 preventive oral examinations / year, <b>deductible</b> waived.   |
|  | X-rays                                    | No charge                                   | No charge                                       | Coverage is limited to 2 bitewing x-ray series / year. Coverage is limited to 1 complete intra-oral mouth and 1 panoramic mouth x-rays once in a 3 year period. <b>Deductible</b> waived.   |
|  | Other preventive dental services          | No charge                                   | No charge                                       | Coverage is limited to members under age 18 for sealants (permanent bicuspids and molars only), members under age 12 for space maintainers, and members under age 18 and limited to 2 treatments / year for topical fluoride application. <b>Deductible</b> waived. |
| If you need basic dental services      | Periodontal services                      | 20% coinsurance                             | 20% coinsurance                                 | Coverage is limited to 2 periodontal maintenance / year (in lieu of preventive cleanings). Coverage is limited to 1 periodontal debridement in a 3 year period. Coverage is limited to 1 per quadrant in a 2 year period for periodontal scaling and root planing.  |
|  | Endodontic services                       | 20% coinsurance                             | 20% coinsurance                                 | —————none—————  |
|  | Emergency and other basic dental services | 20% coinsurance                             | 20% coinsurance                                 | —————none—————  |
| If you need major dental services      | Bridges                                   | 50% coinsurance                             | 50% coinsurance                                 | Coverage is limited to replacement bridges once per 7 years after placement.  |

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).

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# Dental Insurance



| Common Dental Event | Services You May Need       | Your Cost If You Use an In-network Provider | Your Cost If You Use an Out-of-network Provider | Limitations & Exceptions   |
|---------------------|-----------------------------|---|---|--|
|                     | Crowns, inlays and onlays   | 50% coinsurance                             | 50% coinsurance                                 | Coverage is limited to replacement crowns, inlays or onlays once per tooth, 7 years after placement. |
|                     | Dentures (full and partial) | 50% coinsurance                             | 50% coinsurance                                 | Coverage is limited to replacement dentures 7 years after placement.                                 |
|                     | Implants (endosteal)        | 50% coinsurance                             | 50% coinsurance                                 | Coverage is limited to 4 endosteal implants / lifetime.  |

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary.

You can view the Glossary at [www.eciio.cms.gov](http://www.eciio.cms.gov) or call 1 (888) 367-2112 to request a copy.

# Dental Insurance



## Excluded Services:

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"><li>• Aesthetic dental procedures</li><li>• Cosmetic/reconstructive services and supplies, except congenital anomalies</li><li>• Duplicate x-rays</li><li>• Facility charges</li><li>• Gold-foil restorations</li></ul> | <ul style="list-style-type: none"><li>• Implants (non-endosteal)</li><li>• Nitrous Oxide</li><li>• Occlusal treatment</li><li>• Orthodontic services</li><li>• Orthognathic surgery</li></ul> | <ul style="list-style-type: none"><li>• Temporomandibular joint (TMJ) Dysfunction Treatment</li><li>• Tooth transplantation</li><li>• Veneers</li></ul> |
|---|---|---|

**Questions:** Call 1 (888) 367-2112 or visit us at [www.Regence.com](http://www.Regence.com).

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You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1 (888) 367-2112 to request a copy.

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HOH INDIAN TRIBE  
WW0115SEXPST

# Life and AD&D Insurance



UNITED of OMAHA LIFE INSURANCE COMPANY

## TERM LIFE AND AD&D INSURANCE BENEFITS SUMMARY



For Employees of The Hoh Tribe

### ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

|                         |   |
|-------------------------|---|
| Eligibility Requirement | You must be actively at work (able to perform all normal duties of your job) to be eligible for coverage. |
| Minimum Work Hours      | You must be working a minimum of 30 hours per week to be eligible for coverage.                           |
| Coverage Payment        | Your employer pays 100% of the premium for this coverage.   |

### GUARANTEE ISSUE AMOUNT(S)

|         |          |
|---------|----------|
| For You | \$50,000 |
|---------|----------|

*Note: Subject to any reductions shown below, guarantee issue means the amount of insurance applied for which does not require evidence of insurability. Guarantee Issue is available to New Hires only. For New Hires, coverage amounts over the Guarantee Issue Amount will require a health application/evidence of insurability. For Late Entrants, all coverage amounts will require a health application/evidence of insurability.*

### BENEFITS

|  |  |
|--|--|
| Life Insurance Benefit Amount                          | For You: \$50,000*<br><small>* In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living card/accelerated death benefits previously paid under this plan.</small> |
| Accidental Death & Dismemberment (AD&D) Benefit Amount | For You: The Principal Sum amount is equal to the amount of life insurance benefit.  |

### FEATURES

|                                       |   |
|---------------------------------------|---|
| Living Care/Accelerated Death Benefit | 75% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$100,000.   |
| Waiver of Premium                     | If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.   |
| Additional AD&D Benefits              | In addition to basic AD&D benefits, you are protected by the following benefits:<br>- Child Education                      - Seat Belt                                      - Airbag<br>- Common Carrier                      - Paralysis         |
| Travel Assistance                     | The Travel Assistance program is an added benefit that provides assistance for your travels over 100 miles away from home or outside the country.   |
| Conversion                            | If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage. |

*Note: Additional information about the benefits and features of this plan will be included in the summary of coverage, which you will receive after enrolling, and in the certificate booklet, available from your employer. Please contact your employer if you have questions prior to enrolling.*

### AGE REDUCTIONS AND EXCLUSIONS

Your life insurance benefits and guarantee issue amounts are subject to age reductions. At age 65, amounts reduce to 65%. At age 70+, amounts reduce to 50%. Coverage terminates at retirement.

Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

Please contact your employer if you have questions prior to enrolling.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Term life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68173. United of Omaha Life Insurance Company is licensed in every state except New York. Term Life Policy Form Number 7000GM-C-E2-2001. AD&D Policy Form Number 7000M-M-R2-2001.

# Travel Accident through Mutual of Omaha



## WORLDWIDE TRAVEL ASSISTANCE FOR YOU AND YOUR FAMILY



Travel Assistance can help you avoid unexpected bumps in the road anywhere in the world. For you, your spouse and dependent children on any single trip up to 90 days in length, and more than 100 miles from home.

### PRE-TRIP ASSISTANCE\*

Minimize travel hassles by calling us pre-departure for:

- Passport, visa or other required documentation for foreign travel
- Travel, health advisories and inoculation requirements for foreign countries
- Domestic and international weather forecasts
- Daily foreign currency exchange rates
- Consulate and embassy locations


### IMMEDIATE ATTENTION FOR EMERGENCIES WHILE TRAVELING

While traveling more than 100 miles from home, call Travel Assistance toll-free 24/7 for immediate help from a multi-lingual professional.

### EMERGENCY TRAVEL SUPPORT SERVICES

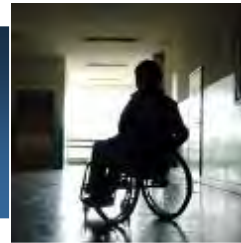
- *Translation and interpreter services* - 24/7 access to translators or interpreters
- *Locating legal services* - referrals for local attorney or consular offices and help maintaining business and family communications until legal counsel is retained (includes coordination of financial assistance for bonds/bail)
- *Baggage* - assistance with lost, stolen or delayed baggage while traveling on a common carrier
- *Emergency payment and cash* - assistance with advance of funds for medical expenses or other travel emergencies by coordinating with your credit card company, bank, employer, or other sources of credit; includes arrangements for emergency cash from a friend, family member, business or credit card
- *Emergency messages* - assistance with recording and retrieving messages between you, your family and/or business associates at any time
- *Document replacement* - coordination of credit card, airline ticket, or other documentation replacement
- *Vehicle return* - if evacuation or repatriation is necessary

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|  |  |
|--|--|
| <p><i>Worldwide Travel Assistance</i> </p> <p>ID Number: 9900MOO2</p> <p>Services available for business and personal travel.<br/>For inquiries within the U.S. call toll free:</p> <p style="text-align: center;"><b>1-800-856-9947</b></p> <p>Outside the U.S. call collect:</p> <p style="text-align: center;"><b>(312) 935-3658</b></p> | <p style="text-align: center;"><b>CARRY THIS CARD WITH<br/>YOU WHEN YOU TRAVEL</b></p> <p style="text-align: center;">Brought to you by Mutual of Omaha.<br/>Services provided by AXA Assistance USA,<br/>which is not affiliated in any way with the<br/>Mutual of Omaha companies.</p> <p style="text-align: right; font-size: small;">MUGC8204-1_0508</p> |
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# Long Term Disability



UNITED of OMAHA LIFE INSURANCE COMPANY

## GROUP LONG-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE



The Hof Tribe  
GLTD-178G  
Effective: September 1, 2006  
All eligible employees

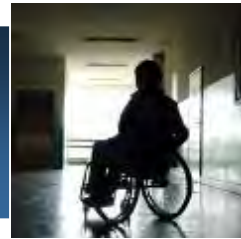
*This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.*

*This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.*

### BENEFITS

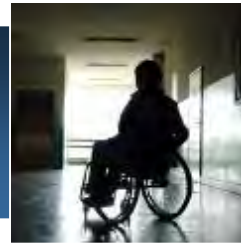
|                           |   |
|---------------------------|---|
| <b>Elimination Period</b> | <p>The Elimination Period is the later of:</p> <ul style="list-style-type: none"> <li>• 90 calendar days; or</li> <li>• the date Your short-term Disability benefits end.</li> </ul> <p>For accumulating days of Disability to satisfy the Elimination Period, the following will apply:</p> <ul style="list-style-type: none"> <li>• a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 90 accumulated days during the Elimination Period; and</li> <li>• days You are not Disabled will not be used to satisfy the Elimination Period.</li> </ul> |
| <b>Monthly Benefit</b>    | <p>If You are Disabled and earning less than 20% of Your Indexed Pre-Disability Earnings, the Monthly Benefit while Disabled is the lesser of:</p> <ul style="list-style-type: none"> <li>• 60% of Your Basic Monthly Earnings, less Other Income Benefits; or</li> <li>• the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$4,000, less any Other Income Benefits.</li> </ul>   |

# Long Term Disability



|                                    |   |  |
|------------------------------------|---|--|
|                                    | <p>You may work for wage or profit while Disabled. As a work incentive, You will receive the Monthly Benefit for 12 months of Disability, unless the sum of:</p> <ul style="list-style-type: none"> <li>• the Gross Monthly Benefit while You are Disabled; plus</li> <li>• Current Earnings;</li> </ul> <p>exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.</p> <p>After the Monthly Benefit has been paid for an aggregate of 12 months, benefits will be paid according to the following:</p> <ul style="list-style-type: none"> <li>• If You are Disabled and unable to earn more than 20% of Your Basic Monthly Earnings, We will continue to pay the Monthly Benefit.</li> <li>• If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, the following formula will be used to figure the Monthly Benefit:<br/> <math display="block">(A \text{ divided by } B) \times C</math> <p>A= Your Indexed Pre-Disability Earnings less any Current Earnings.<br/>                     B= Your Indexed Pre-Disability Earnings.<br/>                     C= Your Monthly Benefit amount payable.</p> </li> </ul> |  |
| <b>Minimum Monthly Benefit</b>     | Your Monthly Benefit will never be less than \$100 or 10% of the Gross Monthly Benefit, whichever is greater.   |  |
| <b>Maximum Benefit Period</b>      | If You are Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for Disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation.  |  |
|                                    | <b>Age at Disability</b>  | <b>Maximum Benefit Period</b>  |
|                                    | 61 or less  | to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer |
|                                    | 62  | to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer               |
|                                    | 63  | to Your Social Security Normal Retirement Age or 3 years, whichever is longer                            |
|                                    | 64  | to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer               |
|                                    | 65  | 2 years  |
|                                    | 66  | 1 year and 9 months  |
|                                    | 67  | 1 year and 6 months  |
|                                    | 68  | 1 year and 3 months  |
|                                    | 69 or older   | 1 year   |
| <b>EMPLOYEE ELIGIBILITY</b>        |   |  |
| <b>Minimum Work Hours Required</b> | 20 hours per week   |  |
| <b>Coverage Payment</b>            | Contributions are made solely by Your employer.   |  |
| <b>Eligibility Waiting Period</b>  | 30 days   |  |

# Long Term Disability



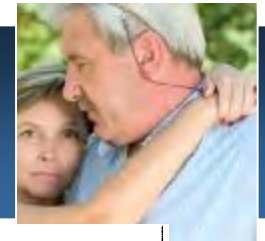
|   |  |
|---|--|
| <b>Alcohol and Drug Abuse and/or Substance Abuse Limitation</b> | If You are Disabled because of Alcohol and Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.  |
| <b>General Exclusions</b>                                       | <p>We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:</p> <ul style="list-style-type: none"> <li>• declared or undeclared war or any act of war;</li> <li>• Your participation in a riot, insurrection or rebellion;</li> <li>• Your commission of a felony for which You have been charged under state or federal law;</li> <li>• an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;</li> <li>• attempted suicide, whether You are sane or insane;</li> <li>• voluntary Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule; or</li> <li>• Mental Disorders, except as specifically provided in the Schedule.</li> </ul> <p>We also will not pay benefits for any Disability:</p> <ul style="list-style-type: none"> <li>• with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;</li> <li>• while You are incarcerated or imprisoned for any period exceeding 60 days; or</li> <li>• that is solely a result of a loss of a professional license, occupational license or certification.</li> </ul> |
| <b>Pre-Existing Conditions</b>                                  | <p>We will not provide benefits for Disability:</p> <ul style="list-style-type: none"> <li>• caused by, contributed to by, or resulting from a Pre-existing Condition; and</li> <li>• which begins in the first 24 months after You are continuously insured under the Policy.</li> </ul> <p>A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the 6 months prior to the day You become insured under the Policy.</p>   |

# Long Term Disability



| <b>FEATURES</b>                                    |  |
|--|--|
| <b>Continuation of Insurance During Disability</b> | If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.   |
| <b>COBRA Premium Reimbursement Benefits</b>        | <p>If You are Disabled and elect to continue Your coverage under the Policyholder's Medical Plan as permitted under COBRA, We will pay the Policyholder a monthly amount to be applied towards Your premium, provided You satisfy certain conditions. The amount of monthly COBRA premium reimbursement We pay will be equal to the lesser of:</p> <ul style="list-style-type: none"> <li>• \$100; or</li> <li>• the actual cost of coverage for Your COBRA continuance.</li> </ul> <p>Payment of COBRA Premium Reimbursement Benefits will not result in any reduction to Your Disability Monthly Benefit.</p> <p><u>In no event will the number of monthly premium reimbursement payments exceed 12.</u></p> |
| <b>Vocational Rehabilitation</b>                   | <p>If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• job modification;</li> <li>• job placement;</li> <li>• retraining; and</li> <li>• other activities reasonably necessary to help You return to work.</li> </ul>   |
| <b>Limited Benefits For Self-Reported Symptoms</b> | <p>If Your Disability is primarily based on Self-Reported Symptoms, Your benefits will be limited to 24 months while You are insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during the confinement.</p> <p>If You are Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.</p> <p>If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.</p>   |
| <b>Survivor Benefit</b>                            | <p>We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died:</p> <ul style="list-style-type: none"> <li>• after being Disabled; and</li> <li>• while receiving, or eligible to receive, a Monthly Benefit under the Policy.</li> </ul> <p>The survivor benefit will be an amount equal to 3 times Your Monthly Benefit payable for the month immediately prior to Your death.</p>  |
| <b>LIMITATIONS AND EXCLUSIONS</b>                  |  |
| <b>Mental Disorder Limitation</b>                  | If You are Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.  |

# Long Term Disability



|  |   |
|--|---|
| <b>Confinement Rule</b>  | If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the day the Employee returns to Active Employment.   |
| <b>When Insurance Begins</b>                                       | An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.  |
| <b>When Your Classification or the Amount of Insurance Changes</b> | Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: <ul style="list-style-type: none"> <li>• If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work.</li> <li>• If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.</li> </ul> <p><i>In no event will any change take effect during a period of Disability.</i></p>  |
| <b>When Your Insurance Ends</b>                                    | Your insurance will end at midnight at the main office of the Policyholder on the earliest of: <ul style="list-style-type: none"> <li>• the day the Policy ends;</li> <li>• the day any premium contribution for Your insurance is due and unpaid;</li> <li>• the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or</li> <li>• the day You are no longer eligible.</li> </ul> <p>You will no longer be eligible when the earliest of the following occurs:</p> <ul style="list-style-type: none"> <li>• You are not in an eligible classification described in the Schedule;</li> <li>• Your employment with the Policyholder ends;</li> <li>• You are not Actively Employed; or</li> <li>• You do not satisfy any other eligibility condition described in the Policy.</li> </ul> |
| <b>DEFINITIONS</b>   |   |
| <b>Definition of Disability</b>                                    | Disability and Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are: <ul style="list-style-type: none"> <li>• prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and</li> <li>• unable to generate Current Earnings which exceed 80% of Your Basic Monthly Earnings due to that same Injury or Sickness.</li> </ul> <p>After a Monthly Benefit has been paid for 2 years, Disability and Disabled mean You are unable to perform all of the Material Duties of any Gainful Occupation. Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.</p>                |
| <b>Definition of Monthly Earnings</b>                              | Basic Monthly Earnings means Your gross income received from the Policyholder and verified by premium We have received for the month immediately prior to the month in which Your Disability began. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.   |

# Regence Wellness Incentive Program



## Regence Small-Group Incentive Wellness

### Improve employee health for the success of your business

We believe improving employee health is a business imperative. That's why we include the Small-Group Incentive Wellness program in our 2015 metallic plans—at no additional cost. This booklet can help you successfully launch the program and engage your employees in its activities. **The Small-Group Incentive Wellness program is not insurance but is offered in addition to your medical plan to help your employees get information and support when they need it.**

Beginning Jan. 1, 2015, eligible employees who are enrolled in a Regence small-group metallic plan will have a chance to earn a \$100 reward for completing some simple wellness activities. When employees participate and complete the wellness activities within three months after your plan's effective or renewal date, you'll receive a 4% discount.

### What is the Small-Group Incentive Wellness program?

Our wellness program rewards you and your employees when they participate in simple wellness activities that get them more engaged in their health. The incentive program activities include:

- A comprehensive General Health Assessment (GHA) on regence.com
- Biometric screening for cholesterol, blood sugar, body mass index (BMI) and blood pressure
- Online health information and resources
- Health coaching to help employees set and reach their health goals (participation is voluntary)

### Wellness Program Milestones

|                  |   |
|------------------|---|
| 3 months         | Participating eligible employees receive a gift card for completing the General Health Assessment and a biometric screening within the first three months after the plan's effective or renewal date. |
| Premium discount | Employer discount is applied to the eligible employees' monthly premium back to the plan's effective or renewal date.   |

# Regence Wellness Incentive Program



For more information, visit us online at [regence.com](https://www.regence.com)



## How Regence Small-Group Incentive Wellness works

### Getting started: employer activities

You'll find a complete Small-Group Incentive Wellness Employer Toolkit on [regence.com](https://www.regence.com) that includes email templates, posters, flyers and more. Here are some tips for generating excitement and getting employees started with activities:

- ▷ **30 days prior to the effective date**  
Send an email to employees to let them know that the Regence Small-Group Incentive Wellness program is coming.
- ▷ **On the effective date**  
Send an email to employees to announce that the program has started. Encourage them to set up their account on [regence.com](https://www.regence.com) and to follow the steps for completing their GHA and biometric screening.
- ▷ **After 60 days**  
Send an email to employees to remind them to complete the GHA and biometric screening.

### Employees learn more about their health

To complete the process, employees must:

#### 1. Set up their account.

To participate in the program, employees must set up their account on the secure member portal at [regence.com](https://www.regence.com).

#### 2. Complete the online GHA.

This assessment about lifestyle, habits and personal medical history is a quick way to evaluate health status. Taking the health assessment is easy:

##### To take the GHA, employees may log in to:

[regence.com](https://www.regence.com) > Member Dashboard > Wellness Tools > General Health Assessment

Employees will receive a confidential health report after completing the assessment.

#### 3. Get a biometric screening.

##### Employees can get screenings in any of these three ways:

- ▷ Visit a network doctor\* for a preventive care exam and have their doctor fax in results using our health screening form.
- ▷ Visit a participating Patient Service Center.
- ▷ Complete a home test kit\*\* and submit the test by mail. Test kits must be ordered by the end of the second month after plan enrollment. Tests must be completed by the middle of the following month to meet the three-month deadline.

\*If employees utilize an out-of-network provider, regular plan benefits will apply. Biometric screening through the Small-Group Incentive Wellness program is available once per plan year.  
\*\*Blood pressure screening is not included with the home test kit.

# Regence Wellness Incentive Program



## Employee rewards

Employees will need to complete the wellness activities during the first three months of your group's plan year. Employees will receive their \$100 gift card code in [regence.com](http://regence.com) after completing their wellness activities and once screening results have been uploaded. They can obtain their gift card code in their Rewards Tracker only during the activity completion period. If gift card codes are not redeemed during the program period, employees will need to print the Rewards Tracker page with their gift card code or write the code down so they can redeem their \$100 reward at a later date. The reward may be subject to tax withholding and reporting.

## Employer rewards

Based on the number of eligible employees who complete the wellness activities, you will receive a 4% premium discount. The discount will be applied to the eligible employees' applicable next month's premium and applied back to the beginning of the plan year.

To qualify for the premium reduction, your eligible employees must complete the wellness activities within the first three months after your plan's effective or renewal date.

## Make the most of the Regence Small-Group Incentive Wellness program

Here are a few tips to help you and your employees succeed:

- ▷ **Communicate.**  
Get leadership involved in the program and report on your progress.
- ▷ **Have some fun.**  
Create team challenges to engage employees and promote teamwork.
- ▷ **Set a goal.**  
Set a participation target and celebrate your milestones.

## Improve employee well-being and morale

Encouraging your employees to become more engaged in their health can have a big impact on your business. You'll see:

- ▷ Improved employee well-being
- ▷ More engaged and productive employees
- ▷ Fewer missed workdays
- ▷ Reduced health care costs

## Find out more

If you have questions or need more information, contact your producer or Regence sales representative. You can also go to [regence.com](http://regence.com) to access the Small-Group Incentive Wellness Employer Toolkit.

# Regence 24/7 Nurse Line



The Regence Advice Line # for Washington is 800-267-6729



Advice24 nurses have an average of more than 10 years of experience in patient care.



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## Regence Advice24

Professional advice. Around the clock.

Outpatient costs are the fastest-growing sector of health care expenses. But some expensive outpatient treatments are avoidable. Emergency room visits for non-emergency care are a prime example. Another is delayed care. Postponing needed treatment can exacerbate symptoms and lead to more serious and expensive care. Regence Advice24 can help.

**Regence Advice24 is not insurance, but is offered in addition to your medical plan to help your employees get information and support when they need it.**

### Expert advice day and night

The Regence Advice24 nurse line provides your employees and their covered family members with toll-free, around-the-clock health care information. Registered nurses provide immediate symptom assessment, health information and advice. The nurse will help your employees decide if they need to seek emergency care, make a doctor appointment or pursue self-care at home.

### Healthy employees are good for your business

With the Regence Advice24 nurse line, you're putting professional health care advice into your employees' hands at any time, day or night. Talking to a caring professional calms fears, clears up confusion and provides the peace-of-mind that comes from knowing—not guessing—what to do next. As a result, employees seek the right care at the right time, reduce their need for sick days and avoid unnecessary outpatient treatments. That's a good use of health care benefits—and good news for your bottom line.

To learn more contact your producer or a Regence sales executive at 1 (800) 452-7278.

Regence BlueShield  
1800 Ninth Avenue • Seattle, WA 98101



**Regence**  
your health, connected™

# Notifications & Compliance

## **Important Notice from Hoh Indian Tribe About Your Prescription Drug Coverage and Medicare**

**Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Hoh Indian Tribe and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.**

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Hoh Indian Tribe has determined that the prescription drug coverage offered by the Hoh Indian Tribe is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

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### **When Can You Join A Medicare Drug Plan?**

You can join a Medicare drug plan when you first become eligible for Medicare and each year from November 15<sup>th</sup> through December 31<sup>st</sup>. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### **What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?**

If you decide to join a Medicare drug plan, your current Hoh Indian Tribe coverage will not be affected. If you do decide to join a Medicare drug plan and drop your current Hoh Indian Tribe coverage, be aware that you and your dependents will not be able to get this coverage back.

# Notifications & Compliance

## **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?**

You should also know that if you drop or lose your current coverage with Hoh Indian Tribe and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to join.

## **For More Information About This Notice Or Your Current Prescription Drug Coverage...**

Contact the person listed below for further information call Human Resources at 360-374-6582.

**NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Hoh Indian Tribe changes. You also may request a copy of this notice at any time.

## **For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

# Notifications & Compliance

## Creditable Coverage Notice

**Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).**

Date: December 11 2015  
Name of Entity/Sender: Hoh Indian Tribe  
Contact--Position/Office: Kim O'Neil  
Address: PO Box 2196 Forks, WA 98331  
Phone Number: 360-374-6582

# Notifications & Compliance

## COMPLIANCE WITH HIPAA PRIVACY STANDARDS.

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

Under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), these Employees 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 Employer'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 or condition of an individual, including genetic information and information about treatment or payment for treatment.
- (2) **Permitted Uses and Disclosures.** Protected Health Information disclosed to members of the Employer'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, but 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. However, Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.
- (3) **Authorized Employees.** The Plan shall disclose Protected Health Information only to members of the Employer'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 Employer's workforce" shall refer to all Employees and other persons under the control of the Employer.
  - (a) **Updates Required.** The Employer 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 member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
  - (c) **Resolution of Issues of Noncompliance.** In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the privacy official. The privacy official shall take appropriate action, including:
    - (i) Investigation of 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;
    - (ii) 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;
    - (iii) Mitigating any harm caused by the breach, to the extent practicable; and
    - (iv) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

# Notifications & Compliance

- (4) **Certification of Employer.** The Employer must provide certification to the Plan that it 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 Employer 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 benefit plan of the Employer;
  - (d) Report to the Plan 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 Plan members in accordance with Section 164.524 of the Privacy Standards;
  - (f) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
  - (g) Make available the Protected Health Information required to provide any accounting of disclosures to individual Plan members 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 received from the Plan that the Employer still maintains 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 member of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

The following members of Hoh Indian Tribe workforce are designated as authorized to receive Protected Health Information from Hoh Indian Tribe ("the Plan") in order to perform their duties with respect to the Plan: Human Resources.

**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 Employer agrees to the following:

- (1) The Employer 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 Employer 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 Employer 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.
- (1) The Employer 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 provisions (3) Authorized Employees and (4) Certification of Employers described above.

You can go to: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/> and select elements of the Privacy Rule including who is covered, what information is protected, and how protected health information can be used and disclosed.

# Notifications & Compliance

## Notice of Special Enrollment Rights

### **Summary**

HIPAA, which applies to employers with two or more active Employees, requires group health plans to provide special enrollment opportunities to certain Employees, dependents and COBRA-qualified beneficiaries. These opportunities are commonly known as HIPAA “special enrollment rights” (SER). A HIPAA SER arises upon the occurrence of any of the following:

- A loss of eligibility under other coverage;
- A loss of eligibility under Medicaid/CHIP;
- Birth of a child;
- Marriage of an Employee;
- Adoption (or placement for adoption) of a child with the Employee; and
- Gain of eligibility for Medicaid/CHIP premium assistance.

For all of the above events, the SER extends to any benefit package under the plan, and the plan may not limit the Employee’s right to change from one benefit package to another upon special enrollment. But the Employee or dependent seeking to add coverage under a HIPAA SER must otherwise be eligible to enroll in the plan in which special enrollment is sought.

### ***Loss of Coverage***

With respect to items number one and two, “other” coverage relates to coverage under a group health plan or health insurance coverage, including COBRA coverage or Medicaid/CHIP coverage. In addition, when coverage under the plan was previously offered, the Employee or dependent must have had coverage under a group health plan or through health insurance (i.e., must have been covered under the “other coverage”).

If the coverage that is lost is COBRA coverage, a loss of coverage occurs upon the exhaustion of the entire COBRA continuation coverage. If the coverage that is lost is not COBRA coverage, then the loss of coverage occurs upon a loss of eligibility for the coverage or upon termination of employer contributions toward the coverage. Finally, SERs arise based on a loss of coverage by an eligible current Employee, dependent (including a spouse) of an eligible current Employee or a dependent of a COBRA-qualified beneficiary.

### ***Acquisition of Dependent***

With respect to items three through five, upon the occurrence of these events, the Employee, spouse and newly acquired dependent receive HIPAA SERs, but other dependents (such as siblings of a newborn child) are not entitled to SERs upon the Employee’s acquisition of a new dependent. That said, plans may go beyond what HIPAA requires and permit pre-existing dependents to enroll along with the other individuals who have SERs when a new dependent is acquired. This would have to be outlined in the plan document and would have to be consistent with Section 125 (if the plan allows pretax elections).

The length of the special enrollment period must be at least 30 days, beginning on the date of the marriage, birth, adoption or placement for adoption. A longer period is permitted if the plan document provides for it (in this case, if insured, the plan should consult with the insurer).

Importantly, for a new spouse or a dependent acquired by marriage, coverage must be effective no later than the first day of the first month beginning after the date the plan receives the request for enrollment. However, when a new dependent is acquired through birth, adoption or placement for adoption, coverage must be effective retroactively to the date of birth, adoption or placement for adoption (so long as the enrollment is requested within 30 days after birth, adoption or placement for adoption).

### ***Gain of Eligibility for Medicaid/CHIP Premium Assistance***

If an employee or dependent becomes eligible for a state premium assistance subsidy either through Medicaid or CHIP, then HIPAA SERs arise for the Employee or dependent. The Employee who is eligible, but not enrolled, for coverage under the terms of the plan (or dependent of such an Employee if the dependent is eligible for, but not enrolled in, coverage under such terms) may enroll in the plan upon becoming eligible for that state premium assistance subsidy.

# Notifications & Compliance

If an employee or dependent becomes eligible for such a state premium assistance subsidy, then a plan must allow for a 60-day period for the Employee to request coverage under the plan after such eligibility is determined. Plans may allow for a longer period if the plan document so provides. Upon timely request, coverage must begin no later than the first day of the first calendar month beginning after the date the plan receives the request for special enrollment.

## **Notification Requirements**

HIPAA also requires employers to notify eligible participants of their HIPAA SERs. The notification must include a description of the above special enrollment events and enrollment procedures. The notification must be distributed to eligible participants at or before the time an Employee is initially offered the opportunity to enroll in a group health plan. There is a model notification available in the Additional Resources section below.

## **HIPAA SER and Section 125**

HIPAA SERs are separate and distinct from Section 125 qualifying events. HIPAA applies regardless of whether Section 125 applies (assuming the plan has at least two active Employees). In addition, HIPAA SERs require the plan to allow an individual to enroll in the plan on a post-tax basis, whereas Section 125 qualifying events (if provided for in the plan document) allow an individual to change his or her pretax election of benefits. So HIPAA relates to enrollment in the plan on a post-tax basis, while Section 125 qualifying events relate to pretax elections under the plan. HIPAA SERs are also considered a Section 125 qualifying event, meaning that an event that gives rise to a HIPAA SER may also give rise to a Section 125 pretax election change (if provided for in the plan document).

## **Penalties for Noncompliance**

If an employer fails to provide required HIPAA SERs or notifications, HHS may impose a penalty of \$100 per failure to comply up to a maximum of \$25,000 per year. If the violation is not corrected within 30 days of discovery, then the employer must self-report the violation to the IRS on Form 8928 and pay a civil penalty of \$100 per day.

## **Frequently Asked Questions**

### **Q1. What are some examples of events that can trigger a loss of eligibility for coverage?**

**A.** Below is a non-exhaustive list of events that could cause a loss of coverage that would give rise to a HIPAA SER:

- Divorce or legal separation results in an individual losing coverage under the spouse's health insurance;
- A dependent aging out of a group health plan (i.e., is no longer a covered "dependent" under the parent's plan);
- A spouse's death leaves an individual without coverage under his or her plan;
- A spouse's employment ends, as does coverage under his or her employer's health plan;
- An employer reduces an individual's work hours to the point where the individual is no longer covered by the group health plan; or
- An individual no longer lives or works in an HMO's service area.

### **Q2. Where an Employee voluntarily drops other coverage, is there a loss of eligibility for coverage that gives rise to a HIPAA SER?**

**A.** No. An Employee who voluntarily drops other coverage would not experience a HIPAA SER event, since the Employee has not lost eligibility for that coverage.

### **Q3. How does an individual know if he or she is eligible for assistance with group health plan premiums under CHIP or Medicaid?**

**A.** The individual should contact the CHIP or Medicaid program in the state in which the individual resides to see if he or she is eligible for a health plan premium subsidy under CHIP or Medicaid. For information on the program in a particular state, visit [www.insurekidsnow.gov](http://www.insurekidsnow.gov) or call 877-543-7669. If an individual is eligible for premium assistance, the individual should then contact the plan's administrator or the employer to take advantage of the special enrollment opportunity and enroll in the group health plan.

## Notifications & Compliance

# Women's Health & Cancer Rights Act of 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health & Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician & the patient, for:

- All states of reconstruction of the breast on which the mastectomy was performed;
- Surgery & reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles & coinsurance applicable to other medical & surgical benefits provided under this plan. Therefore, the deductibles & coinsurance on pages 2-10 would apply. If you would like more information on WHCRA benefits, call your plan administrator at 360-374-6582.

***The information in this Benefits Summary is presented for illustrative purposes and is based on information provided by the employer. The text contained in this Summary was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the Benefits Summary and the actual plan documents, the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about this summary, contact Human Resources.***

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