

**SUMMARY PLAN DESCRIPTION**

**FOR**

**BOWDOIN COLLEGE**

**RETIREE HEALTH**





dependent children, and other individuals who are not the Eligible Retiree are not reimbursed by the Plan.

**Q-4. When do I actually become a Participant in the Plan?**

An Eligible Retiree actually becomes a Participant in the Plan on the later of the Effective Date of the Plan as provided in the Plan Information Appendix or the date that he or she has satisfied all of the following requirements:

- x He or she has become eligible for Medicare;
- x He or she has obtained an individual health insurance policy through Via Benefits (or any of its affiliates); and
- x He or she has completed any enrollment forms or procedures required by the Plan Administrator.

**Q-5. How does the Plan work?**

A separate HRA Account will be established for each Participant and Benefit Credits for each Participant will be credited to his or her own HRA Allrs orr procirann A AP 1

supplemental insurance premiums. Premiums you paid for Medicare Part B coverage also may be reimbursed from your HRA Account.



Any HRA Account payments that are unclaimed (for example, uncashed benefit checks or unclaimed electronic transfers) shall automatically forfeit 18 months from the date set forth on the check or from the date the payment was otherwise attempted. If the Participant or other authorized person contacts the Claims Submission Agent prior to the 18-month forfeiture time frame, the Claims Submission Agent shall cancel and void the original check or payment and shall re-issue a new check.

If the Participant or other authorized person does not contact the Claims Submission Agent prior to the 18-month forfeiture time frame, the unclaimed check or unclaimed payment shall be voided and the amount of the voided check or payment shall be considered to be Benefit Credit as of such date and shall be credited to the Participant's HRA Account as of such date. This means that such Benefit Credit may be used to reimburse Eligible Medical Expenses incurred from and after the date of such Benefit Credit in accordance with the terms of the Plan on such date. If the Participant's HRA Account has been closed as of the date such Benefit Credit would otherwise be made, the Benefit Credit shall not be made, but rather shall be forfeited.

**Q-10. What happens if my claim for benefits is denied?**

If your claim for reimbursement is wholly or partially denied, you will be notified in writing within 30 days after the Claims Submission Agent receives your claim. If the Claims Submission Agent determines that an extension of this time period is necessary due to matters beyond the control of the Plan, the Claims Submission Agent will notify you within the initial 30-day period that an extension of up to an additional 15 days will be required. If the extension is necessary because you failed to provide sufficient information to allow the claim to be decided, you will be notified and you will have at least 45 days to provide the additional information. The notice of denial will contain:

- x the reason(s) for the denial and the Plan provisions on which the denial is based;
- x a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- x a description of the Plan's appeal procedures and the time limits applicable to such procedures; and
- x a description of your right to request all documentation relevant to your claim.

If your request for reimbursement under the Plan is denied in whole or in part and you do not s

- x For any claim or action relating to HRA Account benefits, the claim or action must be brought within 18 months of the date of the denied appeal.
- x For all other claims (including eligibility claims), the claim or action must be brought within two years of the date when you know or should know of the actions or events that gave rise to your claim.

Such claim or action may be brought only in the United States District Court in Portland, Maine.

**Q-11 What happens if I die?**

If an Eligible Retiree dies, his or her HRA Account is immediately forfeited upon death, but the deceased Eligible Retiree’s estate or representatives may submit claims for Eligible Medical Expenses incurred by the Eligible Retiree before his or her death. Claims must be submitted within 180 days of his or her death.

**Q-12. Are my benefits taxable?**

The Plan is intended to meet certain requirements of existing federal tax laws, under which the benefits you receive under the Plan generally are not taxable to you. However, the Employer cannot guarantee the tax treatment to any given Participant, as individual circumstances may produce different results. If there is any doubt regarding tax treatment, you should consult your own tax advisor.

**Q-13. What happens if I receive an overpayment under the Plan or a reimbursement is made in error from my HRA Account?**

If it is later determined that you received an overpayment or a payment was made in error (for example, you were reimbursed from your HRA Account for an expense that is later paid by

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If you are also a participant in a health flexible spending account sponsored by an employer, the expenses covered both by this Plan and the health flexible spending account must be submitted



## **PART III LEGAL NOTICES**

### **Health Insurance Portability and Accountability Act**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT  
YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN  
GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

#### **Section 1. Introduction**

The Plan is dedicated to maintaining the privacy of your health information. The Plan is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information or “Protected Health Information” (“PHI”) and to inform you about:

- x the Plan’s uses and disclosures of PHI;
- x your privacy rights with respect to your PHI;
- x the Plan’s duties with respect to your PHI;
- x your right to file a complaint with the Plan and to the Secretary of the U.S. Department of Health and Human Services; and
- x the person or office to contact for further information about the Plan’s privacy practices.

The term “Protected Health Information” or “PHI” includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). The Plan is required by law to maintain the privacy of PHI and to provide individuals with notice of its legal duties and privacy practices.

The Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practices and to apply the changes to all PHI received or maintained by the Plan, including PHI received or maintained prior to the change. If a privacy practice described in this Notice is materially changed, a revised version of this notice will be provided to all individuals then covered under the Plan for whom the Plan still maintains PHI. The revised notice will be provided by mail or by another method permitted by law.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual’s rights, the duties of the Plan or other privacy practices stated in this notice.

**Please note that the Plan Sponsor obtains summary PHI, enrollment and disenrollment, termination of coverage and specific appeals information from the Plan. Most records containing your PHI are created and retained by the Third Party Administrator for the Plan. In the event that the Plan Sponsor receives PHI, the Plan has been amended to require that the Plan Sponsor only use and disclose PHI received from the Plan for Plan administrative purposes or as otherwise permitted by federal law. This notice only applies**

## **Section 2. Notice of PHI Uses and Disclosures**

Except as otherwise indicated in this Notice, uses and disclosures will be made only with your written authorization, subject to your right to revoke such authorization.

### ***A. Required PHI Uses and Disclosures***

Upon your request, the Plan is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan's compliance with the privacy regulations.

The Plan also will disclose PHI to the Plan Sponsor for Plan administrative purposes or as otherwise permitted by law. The Plan Sponsor has amended its plan documents to protect your PHI as required by federal law.

The Plan contracts with business associates for certain services related to the Plan. PHI about you may be disclosed to the business associates so that they can perform contracted services. To protect your PHI, the business associate is required to appropriately safeguard the protected health information. The following categories describe the different ways in which the Plan and its business associates may use and disclose your PHI.

### ***B. Uses and disclosures to carry out treatment, payment, and health care operations***

The Plan and its business associates will use PHI without your consent, authorization, or opportunity to agree or object, to carry out treatment, payment, and health care operations.

**Treatment** is the provision, coordination, or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Plan may disclose to a treating cardiologist the name of your treating physician so that the cardiologist may ask for your lab results from the treating physician.

**Payment** includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care, and utilization review and preauthorizations). For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

Health care operations include but are not limited to quality assessments

### ***C. Authorized uses and disclosures***

You must provide the Plan with your written authorization for the types of uses and disclosures that are not identified by this notice or permitted or required by applicable law.

Any authorization you provide to the Plan regarding the use and disclosure of your health information may be revoked at any time **in writing**. After you revoke your authorization, the Plan will no longer use or disclose your health information for the reasons described in the authorization, except for the two situations noted below:

- x The Plan has taken action in reliance on your authorization before it received your written revocation; or
- x You were required to give the Plan your authorization as a condition of obtaining coverage.

### ***D. Uses and disclosures for which consent, authorization, or opportunity to object is not required***

Use and disclosure of your PHI is allowed without your consent, authorization or request under the following circumstances:

- x When required by law.
- x When permitted for purposes of public health activities, including when necessary to report product defects, to permit product recalls, and to conduct post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.
- x When authorized by law to report information about abuse, neglect, or domestic violence to public authorities if there exists a reasonable belief that you may be a victim of abuse, neglect, or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor's PHI.
- x

- x For law enforcement purposes, including to report certain types of wounds or for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person. The Plan may also disclose PHI when disclosing information about an individual who is or is suspected to be a victim of a crime, but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement, and disclosure is in the best interest of the individual as determined by the exercise of the Plan's best judgment.
- x When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.
- x For research, subject to conditions.
- x When consistent with applicable law and standards of ethical conduct if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or s-6 (h)-2 lu o obt ofeese-6 nt 4 (l)-2 (t)-oof t a n b-2 (m)8 (t)8 ( )

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***B. Right to Inspect and Copy PHI***

(3) the information is not part of the DRS; or (4) the information is not part of the information which you would be permitted to inspect and copy, such as psychotherapy notes. If your request is denied, you will be notified in writing. The notice of denial will include the basis for the denial, a description of your right to submit a statement of disagreement, and a description of your right to file a complaint with the Plan or with the Department of Health and Human Services.

***D. Right to Receive an Accounting of PHI Disclosures***

You have the right to request an accounting of certain types of disclosures of your PHI made by the Plan during a specified period of time. You do not have the right to request an accounting of all disclosures of your PHI. For example, you do not have the right to receive an accounting of (1) disclosures for purposes of Treatment, Payment, or Health Care Operations; (2) disclosures to you or your personal representative regarding your own PHI; (3) disclosures pursuant to an authorization; or (4) disclosures made more than six (6) years ago (or the inception of the Plan, whichever is later).

Your request must indicate the time period for which you are seeking the accounting, such as a single month, six months, or two calendar years. This time period may not be longer than six (6) years and may not include any disclosures of PHI made before the inception of the Plan. The Plan must respond to your request within 60 days. If the Plan is not able to respond within this 60-day period, it may have a one-time 30-day extension by providing you with a written explanation for the delay and the date by which it will respond to your request.

The Plan will provide the first accounting you request in any 12-month period free of charge. The Plan may impose a reasonable, cost-based



rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

**Section 4: Notice of Breaches of Unsecured PHI**

Under HIPAA, the Plan and its business associates are required to maintain the privacy and security of your PHI. The goal of the Plan and its business associates is to not allow any unauthorized uses or disclosures of your PHI. prwd0 -2.ury oun te7f aenev(n t)-bl( P)( or)3m12 (a( busd,w

**General Notice of COBRA Continuation Coverage**



You may contact us as follows:

- o Online at <https://cobra.ehr.com>

Online at

o 59 0/Spd Tj M85j > BDC 5d > BDC > BDC 2 721709.2 72 700.21 05 Td (-8.976)Tj /TT0 1C 12



<b>Third Party Administrator:</b>	Via Benefits 10975 South Sterling View Drive South Jordan, Utah 84905 (844) 436-4123 My.ViaBenefits.com/Bowdoin
<b>Claims Submission Agent:</b>  All reimbursement forms, and supporting documentation, must be provided to the Claims Submission Agent. Forms should not be mailed to the Third Party Administrator.	Via Benefits PO Box 981156 El Paso, Texas 79998-1156 Fax (866) 886-0878
<b>Funding:</b>	Benefits are paid from the Employer's general assets. There is no trust or other fund from which benefits are paid.

## PLAN TERMS

1.1 Eligible Retiree: Eligible Retiree means:

(a) A former employee of the Company who has satisfied the following requirements as of his or her retirement:

(1) F Completed \_\_\_\_\_ Years of Service

(2) F Attained age \_\_\_\_\_

(3) ; Other (specify): Must meet all of the following conditions:

(i) Most recently hired before July 1, 2019;

(ii) Completed fifteen (15) continuous Years of Service in a regular, benefits-eligible position after attaining age 40;

(iii) a. Was covered under the Bowdoin College Health Plan at the time of retirement and, if applicable, by the Under 65 Retiree Health Plan since retirement; OR

b. Retired after having attained at least age 65;

(iv) Has attained age 65; and

(v) Is eligible for and enrolled in both Part A (hospital) and Part B (medical) of Medicare.

(b) The following former employees shall not be Eligible Retirees:

(1) ; (Specify): Any employee who meets any of the following conditions:

(i) Was hired or rehired on or after July 1, 2019;

(ii) Has not completed fifteen (15) continuous Years of Service in a regular, benefits-eligible position after attaining age 40;

(iii) a. Was not covered under the Bowdoin College Health Plan at the time of retirement and, if applicable, by the Under 65 Retiree Health Plan since retirement; OR

b. Retired before having attained age 65;

(iv) Has not attained age 65;

(v) Is not eligible for and enrolled in both Part A (hospital) and Part B (medical) of Medicare; or

(vi) Is covered under the Bowdoin College Group Companion Plan or any other group health plan sponsored by Bowdoin College.

(2) F (Specify): \_\_\_\_\_

(3) F Not Applicable – No Exclusions.

1.2 Health Care Expense Exclusion: Health Care Expenses include any expense that qualifies under Code Section 213(d), except for the following:

(a) ; (Specify): Prescription drug expenses

(b) F (Specify): \_\_\_\_\_

(c) F Not Applicable – No Exclusions.

1.3 Benefit Credit:

(a) The following annual amount will be credited on behalf of Participants who are Eligible Retirees:

(1) F Discretionary, to be determined in the sole discretion of the Company each Plan Year.

(2) ; For an Eligible Retiree who retired on or before June 30, 2006, a fixed dollar amount of \$ 2700 per Plan Year, or such other amount as may be established on a uniform and nondiscriminatory basis by the Plan Administrator and communicated to Participants through annual enrollment materials or another document. For an Eligible Retiree who retired after June 30, 2006, a fixed dollar amount of \$ 1200 per Plan Year, or such other amount as may be established on a uniform and nondiscriminatory basis by the Plan Administrator and communicated to Participants through annual enrollment materials or another document. The Benefit Credit shall be prorated for the number of full months during the Plan Year in which the Eligible Retiree is a Participant in the Plan (for example, five-twelfths of the fixed dollar amount will be credited for an Eligible Retiree who is a Participant in the Plan for five full calendar months during the year).

(3) F (Specify formula): \_\_\_\_\_