



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
BENEFITS ADMINISTRATION

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF TENNESSEE
AND LOCAL GOVERNMENT AGENCY

TERMS AND DEFINITIONS

1. **Additional Benefits** means benefit plans approved by BA and offered separately by Local Government Agencies, including those which provide (a) benefits for a specific disease and/or illness (e.g., cancer, heart, stroke), (b) benefits limited to a fixed amount per day (or other period) of hospitalization, (c) accident, death, and dismemberment benefits, and (d) any other benefits approved in writing by Benefits Administration. Additional Benefits does **not** include dental or vision benefits offered by an LGA that does not offer Voluntary Benefits as defined by this MOU.
2. **Agency Benefits Coordinator (ABC)** means an employee of the agency who serves as the liaison between the State Group Insurance Program, Members and BA.
3. **Annual Enrollment** means a period prior to the plan year when Members may change, add, or remove benefits for themselves or eligible dependents. Specific dates for this period are determined by BA each year.
4. **ACH** means Automated Clearing House.
5. **Benefits Administration (BA)** means the division of the Tennessee Department of Finance & Administration that administers the State Group Insurance Program.
6. **Business Days** means Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. State government holidays and weekends are excluded from calculation of Business Days.
7. **Calendar Days** means all seven days of the week including State government holidays.
8. **Certificates of Coverage** means legal publications that define eligibility, enrollment, benefits, and administrative rules of a Voluntary Benefit.
9. **CFR** means Code of Federal Regulations.
10. **COBRA** means Consolidated Omnibus Budget Reconciliation Act.
11. **Edison** means the State's enterprise resource planning system for the administration of benefits enrollment and premium data.
12. **ePHI** means electronic PHI that is produced, saved, transferred, or received in an electronic form.
13. **GASB** means Governmental Accounting Standards Board.

14. **Head of Agency** means the chief signing authority for the Local Government Agency.
15. **HIPAA** means Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and implementing regulations.
16. **HIPAA Notification Rule (Notification Rule)** means the HIPAA Breach Notification Rule codified in 45 CFR §§ 164.400-414, which requires HIPAA-covered entities and their business associates to provide notification following a breach of unsecured protected health information.
17. **HIPAA Privacy Rule (Privacy Rule)** means the HIPAA Privacy Rule codified at 45 CFR Part 160 and Subparts A and E of Part 164, which establishes national standards to protect individuals' PHI and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.
18. **HIPAA Security Rule (Security Rule)** means the HIPAA Security Rule codified at 45 CFR Part 160 and Subparts A and C of Part 164, which establishes national standards to protect individuals' ePHI that is created, received, used, or maintained by a covered entity, and which requires appropriate administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.
19. **HITECH** means Health Information Technology for Economic and Clinical Health Act.
20. **LGA** means Local Government Agency.
21. **Local Government Health Insurance Plan (Local Government Plan)** means the insurance plans authorized by TCA 8-27-702.
22. **Local Government Insurance Committee (Committee)** means the policy-making body for the Local Government Insurance Plan established under Tennessee state law.
23. **Local Government Plan Document (Plan Document)** means the legal publication that defines eligibility, enrollment, benefits and administrative rules of the Local Government Plan as approved by the Committee.
24. **Member** means any person who is enrolled in one of the medical benefit or Voluntary Benefit options offered through the Local Government Plan.
25. **MOU** means Memorandum of Understanding.
26. **Notify** means, unless otherwise specified within this MOU, to notify BA in writing, and the notification may be delivered by electronic mail, facsimile, or the U.S. Postal Service.
27. **OPEB** means Other Post-Employment Benefits (other than pensions) that an employee is eligible to receive at the start of retirement.
28. **PHI** means Protected Health Information, which includes an individual's medical records and other personally identifiable information.
29. **PPACA** means Patient Protection and Affordable Care Act, Public Law 111-148 as amended by Public Law 111-152.
30. **State** means the State of Tennessee.
31. **State Government Holidays** means those days on which official holidays and commemorations as defined in TCA 15-1-101 *et seq.* are observed.
32. **State Group Insurance Program** means all benefit options sponsored by the State, Local Government, and Local Education Insurance Committees (e.g., medical benefit plan options, disability insurance, life insurance, other Voluntary Benefits).
33. **TCA** means Tennessee Code Annotated.

34. **TCRS** means Tennessee Consolidated Retirement System.
35. **The Tennessee Plan** means the plan offering supplemental medical insurance for retirees with Medicare as defined in TCA Title 8, Chapter 27, Parts 2 and 3.
36. **Voluntary Benefits** means dental and vision benefits or other benefits which are established and offered by the Committee as defined in TCA 8-27-104.
37. **Website** means the ParTners for Health Website (www.tn.gov/partnersforhealth), which includes a section specifically for ABCs.

INTRODUCTION

This MOU is a legally binding agreement, entered into pursuant to TCA 8-27-703(c)(2) and submitted pursuant to TCA 8-27-704(c)(2), which defines the administrative requirements for participation in the group health plan coverage through the Local Government Plan and available Voluntary Benefits pursuant to TCA 8-27-702 *et seq.* and TCA 8-27-104 by _____, an eligible Local Government Agency.

The Plan Document defines the eligibility, enrollment, benefits, and additional terms of coverage for the Local Government Insurance Plan. In the event any provisions of this MOU conflict with the Plan Document, the Plan Document and Summary Plan Description for The Tennessee Plan (Supplemental Medical Insurance for Retirees with Medicare), or the Certificates of Coverage for Voluntary Benefits, the provisions of those Plan Documents and/or Certificates of Coverage shall control.

Failure to comply with the terms of this MOU may subject the LGA to adverse action, including but not limited to the imposition of fines or removal from the health and/or voluntary benefit plans by the Committee.

This MOU supersedes and replaces all prior MOUs, agreements, or other documentation between BA and the LGA describing the administrative requirements of the LGA for participation in the above stated group benefits.

SECTION 1 - RESPONSIBILITIES OF THE LOCAL GOVERNMENT AGENCY

1. An LGA with less than 1,000 employees shall submit an Intent to Enroll form to BA no less than 60 Calendar Days prior to the insurance effective date. An LGA with more than 1,000 employees shall submit an Intent to Enroll form no less than 120 Calendar Days prior to the insurance effective date.
2. The LGA shall, at execution of this MOU, identify an employee to serve as the LGA's primary ABC, who shall be responsible for plan administration and act as a liaison between the LGA, its employees, and BA. The LGA shall also identify all additional employees that will serve as ABCs. Only ABCs for whom a signed Edison Benefits User Security Authorization form has been submitted and approved shall have data update and/or inquiry access to Edison for the employees of the agency and dependents. No ABC shall allow an insurance agent, broker, agency, or an unauthorized LGA employee to have access to Edison. Duties and responsibilities of ABCs are outlined in Section 3 of this MOU.
3. A first-time participating LGA shall complete the Retiree Coverage Election Form, selecting one of the retiree coverage options listed on the form and obtaining appropriate approvals and signatures as outlined on the form. Existing participating LGAs who have previously chosen to opt in active employees and current retirees or a limited opt out with continued retiree coverage for only current retirees may change their election in a subsequent plan year in accordance with Plan Document section 4.06(A). All retiree coverage elections shall remain in effect unless changed in the manner set out in Plan Document section 4.06(A).
4. The LGA **shall** offer ALL options of the Local Government Plan to its employees and retirees, including all carriers, networks, and plan types available to them. Coverage shall be offered to all eligible employees and retirees. Subject to Item 8 in this section, the LGA shall not offer other health plans or coverage.

The LGA may offer Voluntary Benefits to eligible employees. If the LGA elects to offer one or more of the

Voluntary Benefits, the LGA shall offer ALL Voluntary Benefit options within that plan to eligible employees including all carriers, networks, and plan types available to them. **The LGA shall not offer any other dental and/or vision plans if the LGA offers the same type of Voluntary Benefits.**

5. Voluntary Benefit Provisions

- a. Participation in Voluntary Benefits. An LGA may elect to participate in Voluntary Benefits either on the date the LGA joins the Local Government Plan or on a subsequent January 1st. The LGA may submit a written notice of intent to enroll in Voluntary Benefits to BA at the time the LGA joins the Local Government Plan or by August 1st of the year preceding the January 1st effective date. Upon enrollment, LGA participation in the Voluntary Benefits shall continue for a period of no less than 12 consecutive months.
- b. Termination of Participation in Voluntary Benefits. An LGA may elect to terminate its participation in Voluntary Benefits at the end of any plan year provided that it has participated for at least 12 consecutive months. The LGA shall provide BA with written notice of intent to terminate its participation in the Voluntary Benefits by August 1st of that plan year.
- c. If the LGA discontinues participation in a Voluntary Benefit, its employees will not be eligible for COBRA for that product and the LGA may not offer the particular Voluntary Benefit again for a period no less than 12 consecutive months from the date of termination. If the LGA offers the particular Voluntary Benefit again, eligible employees may sign up during the next Annual Enrollment period.
- d. If an LGA discontinues participation in the Local Government Plan medical benefit, participation in the Voluntary Benefits will terminate at the same time for all participants, except for retirees enrolled in dental coverage who otherwise meet defined eligibility rules.

6. The LGA and its officers and employees shall abide by and enforce all eligibility criteria for all benefit options set out in the Plan Document, the Plan Document and Summary Plan Description for The Tennessee Plan, and the Certificates of Coverage for Voluntary Benefits.

The LGA **shall** uniformly enforce the eligibility, enrollment, benefit, and administrative provisions of the Plan Document, the Plan Document for The Tennessee Plan, and the Certificates of Coverage for Voluntary Benefits.

7. Individual agencies shall not determine eligibility for employees or retirees in a way that conflicts with the Plan Document, the Plan Document for The Tennessee Plan, or the Certificates of Coverage for Voluntary Benefits. For example, the LGA shall not calculate hours worked or years of service to determine insurance eligibility in a way that conflicts with the Plan Document or vote to exclude or include classes of employees from eligibility for coverage.

In determining employees' eligibility date for coverage under Section 3 of the Plan Document, the LGA **shall** apply the same eligibility date criteria to all its employees (either the hire date or a date no later than the end of the subsequent month).

8. Prohibition on other coverages:

- a. An LGA participating in the Local Government Plan **shall not** offer, subsidize, or incentivize enrollment of individuals eligible for the Local Government Plan into any health plan, health insurance policy, or medical expenses plan other than the Local Government Plan (including Voluntary Benefits) and those plans which constitute BA-approved Additional Benefits. This prohibition on other coverage does not apply to individuals who are not eligible for the Local Government Plan.
- b. For the purpose of (a) above, the term "health plan" includes any health plan or policy, medical insurance plan or policy, excepted benefit policy, supplemental benefit policy, gap or bridge policy, and any plan or policy that reimburses, indemnifies, contributes to, supplements or pays the costs of participating in the Local Government Plan, or provides coverage, subsidies or credits for services or pharmaceuticals covered by the Local Government Plan, including copays, member contributions, coinsurance and deductibles. For purposes of this MOU, this definition of "health plan" is not affected by whether a plan, or expenses paid under a plan, are considered a supplemental plan, health plan or an excepted benefit under federal law.

- c. The LGA shall not offer a subsidy, compensation, benefit, or item of value to individuals eligible for the Local Government Plan who decline enrollment in the Local Government Plan.
 - d. An LGA participating in the Local Government Plan may only offer BA-approved Additional Benefits.
 - e. To offer Additional Benefits, the LGA **shall** submit a written request to BA no less than 60 Calendar Days before it offers the Additional Benefit, submit all documentation and information requested by BA, and receive advance approval in writing from BA before any Additional Benefit is offered. Failure of the LGA to comply with these requirements may result in the assessment to the LGA of all costs resulting from the LGA's failure to cooperate, including actuarial consulting fees and all costs to the plan caused by non-compliance. Non-compliance may also result in termination of the LGA's participation in the plan.
 - f. An LGA's offering, subsidizing or incentivizing participation in any product prohibited in this section may result in the assessment to the LGA of all costs resulting from the LGA's failure to cooperate. The assessment may include actuarial consulting fees and all additional costs to the plan caused by non-compliance. Non-compliance may also result in termination of the LGA's participation in the plan.
9. The LGA shall Notify BA within 10 Business Days after an ABC terminates employment or is no longer responsible for the duties of an ABC. The LGA shall also provide BA with contact information for the new ABC immediately upon designation.
 10. The LGA shall Notify BA within 10 Business Days of the appointment or election of a new Head of Agency or the appointment of a new fiscal officer. The LGA shall also Notify BA within 10 Business Days if there is any change in contact information for the Head of Agency or fiscal officer, including email address, phone number and mailing address.
 11. The LGA shall assist BA with all audits, requests for information or documentation required for federal reporting, and other requests related to the compliance of all parties with the Plan Document, the Plan Document for The Tennessee Plan, or eligibility rules for the Voluntary Benefits within 15 Business Days of the request.
 12. The LGA shall respond to survey and information requests from BA within 15 Business Days, including but not limited to surveys related to (a) employer/participating agency premium contributions for employees, retirees and dependents; (b) employer/participating agency contribution levels based on retirees' years of service for GASB OPEB reporting purposes; and (c) documentation, including pamphlets, enrollment materials, policies, etc., of all Additional Benefits and other products offered by the employer/participating agency.
 13. **The LGA shall reimburse an amount equal to any expense incurred by BA because of the LGA's failure to provide a report or any information required by this MOU. This amount may include actuarial consulting fees, reimbursement of BA staff time devoted to resolving the LGA's failure to abide by this MOU, and any other applicable fee or expense incurred by BA. The LGA agrees that BA may deduct the amount of the incurred expenses from the LGA's ACH debit account upon providing 10 Business Days' notice. In addition to reimbursement of fees and expenses, an LGA's non-compliance may result in termination of the LGA's participation in the plan.**
 14. **The LGA's failure to provide requested survey information regarding data required by GASB for an OPEB calculation shall result in the LGA being excluded from the annual actuarial calculations, valuations and OPEB liability determinations by the actuaries under contract with the state's Department of Finance & Administration. The LGA acknowledges that it would be responsible for securing its own actuarial consultant for this purpose.**
 15. The LGA shall remit the premiums for coverage under the Local Government Plan and Voluntary Benefits via an ACH debit account. The LGA shall provide BA with at least 60 Calendar Days' notice before making any change to its bank account or other information that may impact ACH transactions. The LGA shall use the ACH form, instructions and contact information available on the Website.
 16. LGA participation in the Local Government Plan shall continue for no less than 24 consecutive months unless the LGA's participation is terminated earlier by the Committee.
 17. To terminate participation in the Local Government Plan, the LGA shall provide written notice to BA no less

than 60 Calendar Days before the date of termination. If the LGA discontinues participation in the Local Government Plan, it is ineligible to rejoin the Local Government Plan for 24 consecutive months after the date of termination. See Exhibit A, Plan Withdrawal Document, for more detail regarding the withdrawal process.

18. If the LGA terminates participation in the Local Government Plan, BA will terminate coverage of all active employees and all COBRA or retiree participants, including retirees billed through their TCRS pension or direct bill.
19. If the LGA has no employees enrolled in the Local Government Plan health benefit for more than 60 Calendar Days, the LGA shall be terminated from the Local Government Plan and shall be ineligible to rejoin the Local Government Plan for the subsequent 24 consecutive months.
20. The LGA has the primary responsibility for determining eligibility pursuant to the provisions of the Plan Document and/or the Voluntary Benefits Certificates of Coverage, but the LGA may submit eligibility questions to BA for clarification. The LGA shall bear all responsibility for the cost of premiums and claims paid due to the LGA's inaccurate representation of eligibility or failure to report a Member's ineligibility, as provided in Section 8 of the Plan Document. The LGA shall terminate enrollment for the employee and dependents immediately and Notify BA within three Business Days of discovering that an employee and/or dependent(s) was ineligible for coverage.
21. For all Member terminations other than specified in paragraph 19 above, the LGA shall enter the termination into Edison within five Business Days of the termination. The LGA shall reimburse the State for any penalties, fines, assessments, or damages incurred or associated with late COBRA and other notices that result from a delayed notification of termination to BA. All terminations are governed by the premium refund provisions in Section 8 of the Plan Document.
22. All LGAs shall download the Premiums Due Collections Applied reports through Edison to reconcile the monthly amount billed by BA for insurance premiums. If the LGA fails to download such reports and requests hard copies, the LGA shall pay a \$600 fee to BA payable/collected through the ACH debit account. BA reserves the authority to waive the annual fee as it deems appropriate, and its decisions shall not be subject to appeal or review.
23. If the LGA has at least 25 Members, it shall maintain two ABCs with access to Edison. LGAs must obtain BA approval for any additional ABCs.
24. Only BA-approved ABCs shall perform data entry in Edison for Members.
25. The LGA may request in writing a copy of its claims experience and/or enrollment information from BA. BA will only provide a copy of such report results directly to the ABC or other authorized LGA employee. At no time shall BA deliver such report to an insurance agent or broker. Such report shall not contain any personal identifiers or individual claim details, or other information restricted by HIPAA. Assistance with the request process may be found on the Website.
26. The LGA shall Notify BA within five Business Days of receipt of a Medicare demand letter or other notice explaining that Medicare may have made a primary payment for services instead of a secondary payment for services and attach a copy of such letter or other notice to the notification.
27. The LGA shall maintain an up-to-date insurance file on each participating Member which shall include, at a minimum, the signed "Employee Insurance Checklist - Local Government Plan" (a copy may be found on the Website), a copy of any manually completed enrollment forms, and a copy of any reports reflecting benefits chosen by the Member. The LGA can maintain either an electronic or hard copy, or both. Copies of files may be requested by BA for audit purposes.
28. The LGA shall be responsible for complying with all employer reporting requirements and employee notifications required under PPACA. **Each LGA on the plan is a separate employer and must follow the reporting guidelines for employers with self-funded health plans.**
29. The LGA shall be responsible for any penalties imposed for failure to comply with PPACA. This responsibility includes but is not limited to penalties under the PPACA amendments to the Public Health Service Act (42 U.S.C. 300 gg et seq), the employer responsibility section of the Internal

Revenue Code (26 U.S.C. 4980H), and regulations implementing those provisions.

30. To the extent that the LGA varies its employer contribution by benefit option or premium tier, the LGA assumes all compliance duties and risks associated with the statutory requirements of federal and State law, including but not limited to the nondiscrimination and wellness requirements in the HIPAA (HIPAA, Pub. L. I 04-191) as amended and the Americans with Disability Act (ADA, Pub. L. 101-336), as amended. The LGA may refer to "Contributions" in the Plan Document and any other publications or frequently asked questions which BA may publish for information regarding the State's contribution policy. The LGA shall rely upon its legal counsel to ensure that the LGA's approach complies with all applicable legal requirements and be aware that information provided by BA does not constitute legal advice.
31. If a change in State or federal law requires changes in the procedures set out in this MOU, the LGA will comply with those requirements regardless of whether this MOU is formally amended.
32. The LGA bears all responsibility for financial losses caused by the LGA's non-compliance with or violation of applicable laws or regulations governing the conduct of the Local Government Plan. Such federal provisions include, but are not limited to, PPACA, HIPAA, the HITECH Act, and COBRA. The LGA's responsibility under this provision includes any fines, penalties or legal costs paid or incurred by the State because of the LGA's non-compliance with or violation of federal law.
33. The LGA shall participate in all audits conducted by BA, in conjunction with the Tennessee Comptroller of the Treasury to verify that policies and procedures of the Plan Document are enforced.

SECTION 2 - RESPONSIBILITIES OF THE LOCAL GOVERNMENT AGENCY REGARDING HIPAA AND HITECH

1. The LGA shall comply with all applicable provisions of HIPAA and the HITECH Act and their accompanying regulations. The LGA shall take all appropriate measures to protect the privacy and security of the PHI it receives from Members electing coverage under the plan. All agency employees who have access to Edison insurance benefits data shall complete BA's annual online HIPAA training. Failure to complete all mandatory training will result in suspension of an individual's Edison insurance benefits access. Training requirements cannot be waived unless approved in advance by the BA HIPAA compliance officer.
2. The LGA affirms that it is familiar with the requirements of HIPAA and HITECH and accompanying regulations and that it shall comply with all applicable HIPAA and HITECH requirements, including but not limited to the following:
 - Compliance with the Privacy Rule, Security Rule and Notification Rule;
 - The creation of and adherence to sufficient privacy and security safeguards and policies;
 - Timely reporting of violations in use and disclosure of PHI and ePHI; and
 - Timely reporting of privacy and/or security incidents.
3. The LGA affirms that it will cooperate with BA, the BA privacy officials, and other compliance officers required by HIPAA and HITECH and its regulations, during performance of the duties so that both parties will be in compliance with HIPAA and HITECH.
4. The LGA shall develop, adopt and implement standards which are, at a minimum, compliant with the HIPAA Privacy Rule and Security Rule to safeguard the privacy and confidentiality of all PHI or ePHI about Members. For example, the LGA shall ensure that it does not have completed forms containing PHI or ePHI in public view, left in unsecured boxes or files or left unattended in any off-site location (e.g., in an automobile or remote workspace). The LGA's procedures shall include but not be limited to safeguarding the identity of Members of the State Group Insurance Program and preventing the unauthorized disclosure of PHI or ePHI. The LGA shall comply with the HIPAA amendments in Public Law 111-5, the HITECH Act, and any implementing regulations when they become effective.
5. The LGA shall not use or further disclose PHI or ePHI other than as permitted or required by HIPAA or as required by law. Use of PHI or ePHI for payment, treatment or health care operations may include disclosure only as permitted by HIPAA, including when such information is strictly necessary to resolve the issue or concern under discussion and the person has adequate permission or legal authority to review such information.
6. The LGA shall use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI or ePHI.

The LGA shall report to BA any unauthorized use or disclosure of the PHI or ePHI.

7. The LGA shall mitigate, to the extent practicable, any harmful effect that is known to the LGA of a use or disclosure of PHI or ePHI by the LGA in violation of the requirements of the federal privacy rule.
8. The LGA shall cooperate in making relevant records available to the secretary of the US Department of Health and Human Services for determining HIPAA compliance when required by 45 CFR 164.504(e)(2)(ii)(I).
9. The LGA shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and ePHI that it creates, receives, maintains or transmits; (ii) report to BA any security incident (within the meaning of 45 CFR § 164.304) of which the LGA becomes aware; and (iii) ensure that any agent of the LGA, including any subcontractor, agrees to the same restrictions and conditions that apply to the LGA with respect to such information.
10. The LGA shall comply with all privacy and security requirements of HIPAA and the HITECH Act. Unless the State gives prior approval in writing of the LGA's use of alternate mitigating controls, the LGA shall use Federal Information Processing Standards 140-2 compliant technologies to encrypt all PHI and ePHI in motion or rest, including back-up media.
11. The LGA is authorized to use PHI and ePHI for the purpose of carrying out its duties under the MOU and for the purposes directly required by the LGA's participation in the Local Government Insurance Plan. While carrying out these duties, including but not limited to carrying out BA's duties under HIPAA, the LGA shall fully comply with the requirements under the Privacy Rule applicable to Business Associates, as that term is defined in the Privacy Rule and not use or further disclose PHI or ePHI other than as permitted or required by this agreement or as required by law. Business Associate is subject to requirements of the Privacy Rule as by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934].
12. Minimum Necessary – The LGA and its agents or subcontractors shall only request, use, and disclose the minimum amount of protected information necessary to accomplish the purpose of the request, use, or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).
13. Notification of Breach – During the term of this MOU, the LGA shall Notify BA within two Business Days of any attempted, suspected, or actual breach of security; intrusion or unauthorized use or disclosure of PHI or ePHI; and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. The LGA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
14. The LGA acknowledges and agrees that the Committee shall have the right to immediately terminate this agreement and remove the LGA from the Local Government Plan in the event the LGA fails to comply with or violates a provision or requirement of the Privacy and/or Security Rule or this MOU. Upon termination of this MOU for any reason, the LGA agrees to return or destroy PHI and ePHI covered by this agreement at the direction of BA as required by 45 CFR 164.504(e)(2)(ii)(J).

SECTION 3 - RESPONSIBILITIES OF THE AGENCY BENEFITS COORDINATOR

Note: Please locate applicable forms and publications on the Website.

1. The ABC shall be a liaison between the LGA, its employees and BA.
2. During employee orientation, the ABC shall:
 - Provide the Local Government Plan's Employee Insurance Checklist to the employee;
 - Review each item on the Employee Insurance Checklist with the employee;
 - Clearly articulate the applicable deadline for new hire enrollment into the plan (30 Calendar Days from THE HIRE DATE or date of eligibility), and advise that the enrollment must be complete within Edison or by paper enrollment within that deadline;
 - Ensure the employee receives in print or has access to electronic versions of all new employee

- orientation materials provided by BA;
 - Describe to the employee how and when to add newly acquired dependents, and explain the Member's responsibility to provide documentation to verify dependent eligibility within designated timeframes;
 - Review with the employee the impact of a leave of absence from employment on benefits;
 - List for the employee the benefits options Members have at the time of termination of employment (e.g., COBRA, retirement); and
 - Explain to the employee how to make changes to coverage or terminate coverage for themselves or dependents including the employee's obligation to immediately notify the ABC of any change in dependent eligibility status.
3. Upon request, the ABC shall provide to BA all orientation materials provided by the LGA to new employees.
 4. All ABCs shall participate in ABC conference calls/electronic meetings with BA staff based on a schedule defined by BA. The conference calls/electronic meetings may be held weekly leading up to and during the Annual Enrollment period. ABCs shall review all notices emailed from BA and must check the Website weekly to review all new BA postings. ABCs shall participate in all meetings held by BA in addition to the regular conference calls and weekly messages.
 5. The ABC shall promptly review notices and updates from BA, including notices regarding annual premium increases or benefit changes and updates to the Plan Document.
 6. All ABCs shall complete all training required by BA. All new ABCs shall complete the New ABC Training offered by BA and shall be required to pass a test to access Edison benefits information. New ABC Training shall be completed within 60 Calendar Days of becoming an ABC. Supplemental training shall be completed as required by BA and failure to do so will result in suspension of access to benefits information in Edison. Training requirements cannot be waived unless approved in advance by BA.
 7. All new ABCs shall complete the MOU and HIPAA training module in Edison within 30 Calendar Days of access to the system. All ABCs shall complete the MOU and HIPAA training ANNUALLY during the scheduled training month or as otherwise prescribed by BA. Failure to complete the annual MOU and HIPAA training will result in suspension of access to benefits information in Edison which will not be restored until MOU and HIPAA training is complete.
 8. The ABC shall be familiar with the insurance benefits and eligibility provisions described in the Plan Document and any applicable Certificates of Coverage for the Voluntary Benefits.
 9. The ABC shall be responsible for certifying the Application to Continue Insurance at Retirement. The ABC shall refer all eligibility or policy questions related to creditable years of service and monetary retirement benefits to TCRS staff. Questions about retiree eligibility and questions about the Annual Enrollment period for retirees shall be directed to BA.
 10. The ABC shall refer Members interested in obtaining information concerning the process for appeal to the Member Handbooks, the Summary of Benefits and Coverage and the Plan Document on the Website, and shall assist Members in filing appeals if requested.
 11. The ABC shall answer general questions on the coverages offered by the Local Government Plan. The ABC shall refer any detailed eligibility inquiries to the BA Service Center. The ABC shall refer any detailed benefits and claim inquiries to the appropriate insurance carrier.
 12. The ABC shall coordinate or assist with events or benefits fairs related to these products, including reserving meeting space, as requested by BA, and ensuring that employees/Members are aware of these events.
 13. The ABC shall assist with requests from BA to help with ensuring the agency Members respond to requests for information and otherwise comply with sections "5.05, Subrogation Rights"; "5.06, Right of Reimbursement"; and "5.07, Recovery of Payment" of the Plan Document.
 14. The ABC shall provide an email address file for all their employees to BA within 15 Calendar Days of receipt of a request.
 15. ABCs scheduled for retraining shall lose access to benefits information in Edison if retraining is not completed in the time frame designated by BA.

16. The ABC shall respond to a yearly audit of ABC security access for the agency. Failure to comply within the time frame given in the audit communication will result in removal of the LGA's access to benefits information in the Edison system. The ABC's access shall not be reinstated until a new, signed Edison Benefits User Security Access Form is received from the agency for each ABC.
17. The ABC will receive quarterly reports from a data match with the National Change of Address database. The ABC shall update addresses in Edison based on the results.
18. The ABC shall respond to a monthly email from BA regarding invalid Social Security Numbers within the deadline specified by BA in the request.
19. The ABC shall utilize the information provided by BA to assist the LGA in complying with employer reporting requirements and employee notifications required under PPACA.

This is a document that binds the LGA to legally enforceable obligations. BA recommends that the LGA have its legal counsel review this document. BA does not provide legal advice to LGAs and any information that BA provides concerning State or federal laws is not intended as legal advice.

We understand and agree to abide by the terms and conditions set forth in this document.

LOCAL GOVERNMENT AGENCY:

Primary ABC (Printed Name/Signature)

Date

Head of Agency (Printed Name/Signature)

Date

Fiscal Officer (Printed Name/Signature)

Date

BENEFITS ADMINISTRATION:

By: Laurie Lee, Executive Director

Signature

Date