



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
BENEFITS ADMINISTRATION**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF TENNESSEE
AND LOCAL EDUCATION AGENCY**

TERMS AND DEFINITIONS

1. **Additional Benefits** means benefit plans approved by BA and offered separately by Local Education 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 LEA that does not offer Voluntary Benefits as defined by this MOU.
2. **Agency Benefits Coordinator (ABC)** means a designated and trained employee of the participating LEA who serves as a liaison between the LEA and BA for purposes of facilitating enrollment, terminations, and assisting covered persons and employees related to health benefits. Upon approval of BA, the ABC may be a designated and trained employee of the city or county government that oversees benefit enrollment and benefit premium payments for the participating LEA.
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. **Automated Clearing House (ACH).**
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. **Code of Federal Regulations (CFR).**
10. **Consolidated Omnibus Budget Reconciliation Act (COBRA).**

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. **Governmental Accounting Standards Board (GASB)**.
14. **HIPAA** means Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and implementing regulations.
15. **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.
16. **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.
17. **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.
18. **Health Information Technology for Economic and Clinical Health Act (HITECH)**.
19. **Local Education Agency (LEA)**.
20. **Local Education Health Insurance Plan (Local Education Plan)** means the medical insurance plans authorized by TCA 8-27-302(a).
21. **Local Education Insurance Committee (Committee)** means the policy-making body for the Local Education Insurance Plan established under Tennessee state law.
22. **Local Education Plan Document (Plan Document)** means the legal publication that defines eligibility, enrollment, benefits and administrative rules of the Local Education Plan as approved by the Committee.
23. **Member** means any person who is enrolled in one of the medical benefit or Voluntary Benefit options offered through the Local Education Plan.
24. **Memorandum of Understanding (MOU)** means the document which defines the administrative responsibilities of the Tennessee Department of Finance and Administration, Benefits Administration (BA) and a participating LEA. Participating LEAs shall be responsible for completing and returning a MOU prior to enrolling in the Local Education Plan, within thirty (30) days of notification of modification or amendment of a previous MOU, or as otherwise requested by BA. The MOU must be executed by the ABC as defined herein; the Director or Superintendent of the LEA; and the individual acting as the fiscal officer of the LEA. For purposes of executing the MOU, the fiscal officer is defined as the person who oversees a participating agency's financial transactions and has the authority to agree to the financial terms of the MOU on behalf of the participating agency. Fiscal officer oversight may include but is not limited to payment of benefit premiums, payroll deductions, receipt of funds, preparation of budget documents, and financial reporting to governing bodies. A modified or amended MOU, presented by the Committee or BA replaces all prior MOUs. An LEA failing to complete and return a MOU or failing to abide by all provisions of the MOU, shall be subject to administrative action as specified in § TCA 8-27-303 or the MOU, up to and including, delayed enrollment, suspension of claims payment for persons covered through the LEA, and an LEA's termination from the Local Education Plan. BA may extend compliance deadlines based on extenuating circumstances.
25. **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.

26. **OPEB** means Other Post-Employment Benefits (other than pensions) that an employee is eligible to receive at the start of retirement.
27. **PHI** means Protected Health Information, which includes an individual's medical records and other personally identifiable information.
28. **PPACA** means Patient Protection and Affordable Care Act, Public Law 111-148 as amended by Public Law 111-152.
29. **State** means the State of Tennessee.
30. **State Government Holidays** means those days on which official holidays and commemorations as defined in TCA 15-1-101 *et seq.* are observed.
31. **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).
32. **Tennessee Code Annotated (TCA).**
33. **Tennessee Consolidated Retirement System (TCRS).**
34. **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.
35. **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.
36. **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 8-27-303(h)(2) and submitted pursuant to TCA 8-27-304(c)(1)(B), which defines the administrative requirements for participation in the group health plan coverage through the Local Education Plan and available Voluntary Benefits pursuant to TCA 8-27-302 *et seq.* and TCA 8-27-104 by the eligible Local Education Agency.

The Plan Document defines the eligibility, enrollment, benefits and additional terms of coverage for the Local Education 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 LEA 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 LEA describing the administrative requirements of the LEA for participation in the above stated group benefits.

SECTION 1 - RESPONSIBILITIES OF THE LOCAL EDUCATION AGENCY

1. As required by the Plan Document, the LEA shall enroll a minimum of 50 percent *plus one* of all eligible Employees into the Local Education Plan to join or to continue participation in the Local Education Plan the following year. The LEAs agreement with minimum enrollment must be verified in writing by the Director

of Schools and submitted to BA with the Intent to Enroll form. The percentage of enrollment required for the LEA's participation in the Local Education Plan shall be determined upon joining the Local Education Plan and each August 1 thereafter.

2. An LEA 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 when joining the Local Education Plan. An LEA with more than 1,000 employees shall submit an Intent to Enroll form no less than 120 Calendar Days prior to the requested insurance effective date when joining the Local Education Plan.
3. The LEA shall, at execution of this MOU, identify an employee to serve as the LEA's primary ABC, who shall be responsible for plan administration and act as a liaison between the LEA, its employees and BA. The LEA shall also identify all additional employees that will serve as ABCs. Upon approval of BA, the ABC may be a designated and trained employee of the city or county government that oversees benefit enrollment and benefit premium payments for the participating LEA. 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 their dependents. No ABC shall allow an insurance agent, broker, agency or an unauthorized LEA employee to have access to Edison. Duties and responsibilities of ABCs are outlined in Section 3 of this MOU.
4. The LEA **shall** offer ALL options of the Local Education Plan to its employees, including all carriers, networks and plan types available to them. Coverage shall be offered to all eligible employees and retirees, including non-certified staff members. Subject to Item 9 in this section, the LEA shall not offer other health plans or coverage.

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

5. Voluntary Benefit Provisions

- a. Participation in Voluntary Benefits. An LEA may elect to participate in Voluntary Benefits either on the date the LEA joins the Local Education Plan or on a subsequent January 1st provided that they remain enrolled in the Local Education Plan. The LEA may submit a written notice of intent to enroll in Voluntary Benefits to BA at the time the LEA joins the Local Education Plan or by August 1st of the year preceding the January 1st effective date. Upon enrollment, LEA 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 LEA 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 LEA 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 LEA discontinues participation in a Voluntary Benefit, its employees will not be eligible for COBRA for that product and the LEA may not offer the particular Voluntary Benefit again for a period no less than 12 consecutive months from the date of termination. If the LEA offers the particular Voluntary Benefit again, eligible employees may sign up during the next Annual Enrollment period.
 - d. If an LEA discontinues participation in the Local Education Plan medical benefit, participation in the Voluntary Benefits will terminate at the same time for all participants, except for retirees enrolled in dental insurance who otherwise meet defined eligibility rules in the Certificate of Coverage.
6. The LEA 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 LEA **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 LEA 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 2 of the Plan Document, the LEA **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. No LEA participating in the Local Education Plan shall initiate or participate in any third-party litigation or settlements related to claims paid by the plan or premiums paid to the plan without prior notice to and approval from BA. The Employer must provide sufficient notice for BA to conduct a review of the proposed litigation/settlement, but not less than 30 days prior to initiating or participating in such activity. If a participating LEA receives any sums resulting from third-party litigation or settlement related to such claims or premiums, it must immediately notify BA of such receipt and comply with BA's directives regarding use of said sums for the benefit of the plan.

9. Prohibition on other coverages:

- a. An LEA participating in the Local Education Plan **shall not directly or indirectly** offer, subsidize, market, broker or incentivize enrollment of individuals or agencies eligible for the Local Education Plan into any health plan, health insurance policy or medical expenses plan other than the Local Education Plan (including Voluntary Benefits) and those plans which constitute BA-approved Additional Benefits. This prohibition on other coverage does not apply to individuals or agencies that are not eligible for the Local Education 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 Education Plan, or provides coverage, subsidies or credits for services or pharmaceuticals covered by the Local Education Plan including co-pays, 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, is considered a supplemental plan, health plan or an excepted benefit under federal law.
- c. The LEA shall not offer a subsidy, compensation, benefit or item of value to individuals eligible for the Local Education Plan who decline enrollment in the Local Education Plan.
- d. An LEA participating in the Local Education Plan may only offer, subsidize, market, broker, or incentivize BA-approved Additional Benefits.
- e. To offer Additional Benefits, the LEA **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. Any policy or contract changes to existing approved Additional Benefits constitute a new Additional Benefit and must be submitted for approval in the same manner as the original Additional Benefits product. Failure of the LEA to comply with these requirements may result in the assessment to the LEA of all costs resulting from the LEA'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 LEA's participation in the plan.
- f. An LEA's offering, subsidizing, marketing, brokering or incentivizing individual or agency participation in any product prohibited in this section may result in the assessment to the LEA of all costs resulting from the LEA'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 LEA's participation in the plan.

10. The LEA shall Notify BA within 10 Business Days after an ABC terminates employment or is no longer

responsible for the duties of an ABC. The LEA shall also provide BA with contact information for the new ABC immediately upon designation.

11. The LEA shall Notify BA within 10 Business Days of the appointment or election of a new director of schools or the appointment of a new fiscal officer. The LEA shall also Notify BA within 10 Business Days if there is any change in contact information for the director or fiscal officer, including email address, phone number and mailing address.
12. The LEA 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.
13. The LEA 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, including service and contribution documentation; and (c) documentation, including pamphlets, enrollment materials, policies, etc., of all Additional Benefits and other products offered by the employer/participating agency.
14. **The LEA shall reimburse an amount equal to any expense incurred by BA because of the LEA'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 LEA's failure to abide by this MOU, and any other applicable fee or expense incurred by BA. The LEA agrees that BA may deduct the amount of the incurred expenses from the LEA's ACH debit account upon providing 10 Business Days' notice. In addition to reimbursement of fees and expenses, an LEA's non-compliance may result in termination of the LEA's participation in the plan.**
15. **The LEA's failure to provide requested survey information regarding data required by GASB for an OPEB calculation shall result in the LEA 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 LEA acknowledges that it would be responsible for securing its own actuarial consultant for this purpose.**
16. The LEA shall remit the premiums for coverage under the Local Education Plan and Voluntary Benefits via an ACH debit account. The LEA 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 LEA shall use the ACH form, instructions and contact information available on the Website.
17. LEA participation in the Local Education Plan shall continue for no less than 24 consecutive months unless the LEA's participation is terminated earlier by the Committee. A majority (50% plus one) of health insurance-eligible employees of the LEA must vote to withdraw from the Local Education Plan and their vote must be verified in writing by the Director of Schools and submitted to Benefits Administration along with written notice to terminate participation in the Local Education Plan.
18. To terminate participation in the Local Education Plan, the LEA shall provide written notice to BA no less than 60 Calendar Days before the date of termination. If the LEA discontinues participation in the Local Education Plan, it is ineligible to rejoin the Local Education Plan for 24 consecutive months after the date of termination.
19. If the LEA terminates participation in the Local Education 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.
20. Pursuant to TCA 8-27-303(a)(2), if the LEA terminates participation in the Local Education Plan, the LEA's medical insurance plans must be determined to be "equal or superior" to the Local Education Plan for the LEA to continue to receive funding from the State. If the LEA fails to meet the "equal or superior" standard, direct payments from the Department of Education shall be discontinued no later than 90 Calendar Days after the final determination is made. See Exhibit A, Plan Withdrawal Document with Equal or Superior

Policy, for more detail regarding the withdrawal process.

21. If the LEA has no employees enrolled in the Local Education Plan health benefit for more than 60 Calendar Days, the LEA shall be terminated from the Local Education Plan and shall be ineligible to rejoin the Local Education Plan for the subsequent 24 consecutive months.
22. The LEA 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 LEA may submit eligibility questions to BA for clarification. The LEA shall bear all responsibility for the cost of premiums and claims paid due to the LEAs inaccurate representation of eligibility or failure to report a Member's ineligibility, as provided in Section 8 of the Plan Document. The LEA 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.
23. For all Member terminations other than specified in paragraph 20 above, the LEA shall enter the termination into Edison within five Business Days of the termination. The LEA 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.
24. All LEAs shall download the Premiums Due Collections Applied reports through Edison to reconcile the monthly amount billed by BA for insurance premiums. If the LEA fails to download such reports and requests hard copies, the LEA 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.
25. If the LEA has at least 25 Members, it shall maintain two ABCs with access to Edison. LEAs must obtain BA approval for any additional ABCs.
26. Only BA-approved ABCs shall perform data entry in Edison for Members.
27. The LEA may request in writing a copy of its enrollment and aggregate monthly claims information report from BA. BA will only provide a copy of such report results directly to the ABC or other authorized LEA employee. At no time shall BA deliver such report to an insurance agent or broker. Such report shall not contain any personal identifiers, individual claim details, or information restricted by HIPAA. In addition to the enrollment and claims information report, the agency may request in writing a request for large claims information to be sent to a specified insurance carrier. BA will provide large claims data reports only for the purpose of underwriting and premium rating and will follow the process set out in Tenn. Code Ann. § 8-27-302(g). No individual claims details will be made available to the LEA or an insurance broker for the purpose of underwriting and premium rating, but only to a designated covered entity that has been identified to BA and has submitted executed confidentiality agreements to BA. A "Request for Enrollment and Claims Information" and a "Request for Large Claims Data for Premium Bid" forms are located on the Website. Assistance with the request process may be submitted through Zendesk.
28. The LEA 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.
29. The LEA shall maintain an up-to-date insurance file on each participating Member which shall include, at a minimum, the signed "Employee Insurance Checklist - Local Education 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 LEA can maintain either an electronic or hard copy, or both. Copies of files may be requested by BA for audit purposes.
30. The LEA shall be responsible for complying with all employer reporting requirements and employee notifications required under PPACA. **Each LEA on the plan is a separate employer and must follow the reporting guidelines for employers with self-funded health plans.**
31. The LEA 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.

32. To the extent that the LEA varies its employer contribution by benefit option or premium tier, the LEA 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 LEA 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 LEA shall rely upon its legal counsel to ensure that the LEA's approach complies with all applicable legal requirements and be aware that information provided by BA does not constitute legal advice.
33. If a change in state or federal law requires changes in the procedures set out in this MOU, the LEA will comply with those requirements regardless of whether this MOU is formally amended.
34. The LEA bears all responsibility for financial losses caused by the LEA's non-compliance with or violation of applicable laws or regulations governing the conduct of the Local Education Plan. Such federal provisions include, but are not limited to, PPACA, HIPAA, the HITECH Act and COBRA. The LEA's responsibility under this provision includes any fines, penalties or legal costs paid or incurred by the State because of the LEA's non-compliance with or violation of federal law.
35. The LEA 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 EDUCATION AGENCY REGARDING HIPAA AND HITECH

1. The LEA shall comply with all applicable provisions of HIPAA and the HITECH Act and their accompanying regulations. The LEA 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 LEA 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 LEA 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 LEA 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 LEA 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 LEA'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 LEA shall comply with the HIPAA amendments in Public Law 111-5, the HITECH Act, and any implementing regulations when they become effective.
5. **The LEA 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 LEA shall use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI or ePHI. The LEA shall report to BA any unauthorized use or disclosure of the PHI or ePHI.
7. The LEA shall mitigate, to the extent practicable, any harmful effect that is known to the LEA of a use or disclosure of PHI or ePHI by the LEA in violation of the requirements of the federal privacy rule.
8. The LEA shall not store Benefits Administration's operational documents or member communications regarding their health care benefits within its human resource files or within its records management system without prior approval from BA. BA will only approve a system that is HIPAA compliant and contains HIPAA-appropriate safeguards. All health plan related documents must be stored in a specific electronic folder separate from human resource functions and have restricted access limited to documented ABCs only.
9. The LEA 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).
10. The LEA 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 LEA becomes aware; and (iii) ensure that any agent of the LEA, including any subcontractor, agrees to the same restrictions and conditions that apply to the LEA with respect to such information.
11. The LEA shall comply with all privacy and security requirements of HIPAA and the HITECH Act. Unless the State gives prior approval in writing of the LEA's use of alternate mitigating controls, the LEA shall use Federal Information Processing Standards 140-2 compliant technologies to encrypt all PHI and ePHI in motion or rest, including back-up media.
12. The LEA 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 LEA's participation in the Local Education Insurance Plan. While carrying out these duties, including but not limited to carrying out BA's duties under HIPAA, the LEA 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].
13. Minimum Necessary – The LEA 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).
14. Notification of Breach – During the term of this MOU, the LEA 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 LEA 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.
15. The LEA acknowledges and agrees that the Committee shall have the right to immediately terminate this agreement and remove the LEA from the Local Education Plan in the event the LEA 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 LEA 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 LEA, its employees and BA.
2. During employee orientation and within five (5) calendar days of the hire date or the date the employee otherwise become eligible, the ABC shall:
 - Provide the Local Education Plan's insurance and enrollment information and the 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 30 days includes the hire date or other date the employee becomes eligible and that enrollment must be completed 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, ABC shall provide to BA all orientation materials provided by the LEA 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 Education 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 LEA'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 LEA in complying with employer reporting requirements and employee notifications required under PPACA.
20. The ABC shall complete the annual ABC survey issued by BA.

This is a document that binds the LEA to legally enforceable obligations. BA recommends that the LEA have its legal counsel review this document. BA does not provide legal advice to LEAs 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 EDUCATION AGENCY:

Agency Name

Primary ABC (Printed Name/Signature)

Date

Director of Schools (Printed Name/Signature)

Date

Fiscal Officer (Printed Name/Signature)

Date

BENEFITS ADMINISTRATION:

By: Laurie Lee, Executive Director

Signature

Date