

**LOS ANGELES POLICE RELIEF ASSOCIATION, INC.**

**HEALTH CARE BENEFITS ELIGIBILITY BOOKLET**

**FOR RETIRED MEMBERS**



**LOS ANGELES POLICE RELIEF ASSOCIATION, INC.**

**2019**

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**1. INTRODUCTION**

The Los Angeles Police Relief Association, Inc. (referred to as “LAPRA” or the “Plan”) provides the following medical, vision, and dental benefit programs:

- Anthem Blue Cross Prudent Buyer PPO Plan (medical)
- Anthem Blue Cross CaliforniaCare Plus HMO Plan (California residents only) (medical)
- Kaiser HMO Plan (California residents only) (medical and vision)
- All Points Benefit (APB) Vision Service Plan (vision)
- Anthem Blue Cross HMO Dental Plan (dental)
- Anthem Blue Cross PPO Dental Plan (dental)

This booklet only describes **eligibility** for these benefit programs for retired members and their families. Information regarding the **specific benefits** provided under these programs can be found in each insurance carrier’s Evidence of Coverage (EOC), which are posted on the LAPRA web site, [www.lapra.org](http://www.lapra.org).

Each year, you will have the chance to reconsider your benefit needs. You can examine the different benefit options available to you and, if your needs change, you can change your coverage during open enrollment, which will take place in or around the month of May of each year. You may not change coverages at any other time except as expressly authorized in this booklet.

This booklet, together with the benefits booklet, brochure or certificate of coverage applicable to each benefit program listed above, constitute the official plan document. Each of these documents may be updated from time to time to reflect changes in eligibility, benefit programs, providers, and regulatory requirements. In the event of a conflict between this booklet and any other benefit booklet, brochure or certificate of coverage with respect to eligibility, this booklet will control.

Upon enrollment, and periodically thereafter, you will also be provided with copies of detailed schedules of benefits for certain benefit programs.

Please note that to the extent this Plan provides for statutorily required coverages and/or benefits, including under COBRA, HIPAA, PPACA (the Patient Protection and Affordable Care Act, as amended), etc., these provisions apply only to the extent required under applicable law. They are not intended to create any rights in excess of the minimum requirements of applicable law, unless expressly stated otherwise in this document.

The information provided in this booklet cannot be modified or amended in any way by any statement or promise made by any person, including any employer or the employees of LAPRA.

If you have any questions regarding your eligibility for health benefits, you should contact a LAPRA Benefits Representative at: Los Angeles Police Relief Association, Inc., 600 N. Grand Avenue, Los Angeles, CA 90012. Phone: (213) 674-3701 or (888) 252-7721. Email: Benefits@lapra.org.

## 2. **RETIRED MEMBER ELIGIBILITY**

You are eligible to enroll for health care coverage if you elect coverage within 31 days of the effective date of your retirement and are:

- A sworn retired employee of the Los Angeles Police Department who is receiving a pension from the City of Los Angeles Department of Fire & Police Pensions; or
- A retired employee of LAPRA or the Los Angeles Retired Fire and Police Association (LARFPA) who (i) is eligible to participate as an employee in a LAPRA medical and dental plan at the time of retirement, and (ii) has elected to receive an employer pension benefit from either LAPRA or LARFPA as of your effective date of retirement.

**If you and your spouse or domestic partner are both eligible as retired members or one is eligible as a retired member and the other as an active member, you each must choose to enroll either as a member or as a dependent, but not both under the same plan. In addition, only one of you may cover your eligible dependent children under the same plan. An eligible dependent child may not be covered under the same plan by more than one member.**

## 3. **DEPENDENT ELIGIBILITY**

If you are an eligible member, your dependents, as described below, will also be eligible to enroll as long as they meet the requirements discussed in this booklet.

### A. **DEPENDENTS THAT MAY BE ENROLLED**

<b>Dependent</b>	<b>Description</b>
<b>Spouse</b>	Your legal spouse is eligible for coverage as a dependent. A spouse is not eligible for coverage if he or she is in active service in the armed forces.
<b>Domestic Partner</b>	Your domestic partner under a legally registered and valid domestic partnership under the laws of the State of California (or named in an application for domestic partnership that has been approved: (a) for a sworn retired employee, by the Pension Department; (b) for a retired employee of LAPRA, LARFPA, or the Los Angeles Police Protective

Dependent	Description
	<p>League (LPPL), by LAPRA) is eligible for coverage. A domestic partner is not eligible for coverage if he or she is in active service in the armed forces.</p>
<p><b>Child</b></p>	<p>Your, your spouse’s, or your domestic partner’s natural child, legally adopted child, child placed for adoption, or a child for whom you, your spouse or your domestic partner has been appointed legal guardian by a court of law is eligible for coverage if (1) the child is less than the age of 26, and (2) the child is not covered as an employee under this Plan. A child’s eligibility may be extended beyond this age if the disability extension rules set forth on page 3 under Subsection 3.B. below are satisfied.</p> <p><b>Grandchildren:</b> If you are enrolled in Kaiser, your grandchild is also eligible for coverage if all of the following requirements are met: (1) the grandchild’s parent is enrolled in Kaiser as your dependent child, (2) the grandchild is less than the age of 26, (3) the grandchild is not covered as an employee under LAPRA’s plan for active members, and (4) the grandchild was enrolled in such coverage prior to July 1, 2011. A grandchild’s eligibility may be extended beyond this age if the disability extension rules set forth on page 3 under Subsection 3.B. below are satisfied. If you are enrolled in a plan with Anthem Blue Cross, your grandchild is not eligible for coverage.</p> <p><b>Child Placed for Adoption:</b> A child who is in the process of being adopted is considered a legally adopted child if you provide legal evidence, to the Plan’s satisfaction, that you, your spouse or your domestic partner has the intent to adopt and has either the right to control the health care of the child, or has assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child’s adoption. Legal evidence to control the health care of the child means a written document, including but not limited to a health facility minor release report, a medical authorization form or relinquishment form signed by the child’s birth parent, or other appropriate authority. In the absence of a written document, you may provide other evidence of your, your spouse’s or your domestic partner’s right to control the health care of the child.</p> <p><b>Legal Obligation to Provide Health Care:</b> A child for whom you, your spouse or your domestic partner is legally required to provide group health coverage due to an administrative or court order (including a</p>

Dependent	Description
	National Medical Support Notice) and who meets the eligibility requirements as a dependent is also eligible for coverage. A copy of the administrative or court order must be presented to LAPRA.

**B. ELIGIBILITY FOR DISABLED CHILDREN**

Requirement	Description
<p><b>Continuing Eligibility for Disabled Dependent Child After Attaining Age 26</b></p>	<p>Your, your spouse’s, or your domestic partner’s natural child, legally adopted child, child placed for adoption or a child for whom you, your spouse or your domestic partner has been appointed legal guardian by a court of law, may be eligible to continue coverage without age limit if he or she, upon attaining the age of 26, is (i) incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition, and (ii) chiefly dependent upon you, your spouse, your domestic partner, or the child’s “non-member parent” for support and maintenance (i.e. either you, your spouse, your domestic partner or the child’s “non-member parent” provide over one-half of the child’s support each year). The Plan will provide written notification, at least 90 days in advance of a covered dependent child reaching the Plan’s maximum age (age 26) for eligible dependent children. The Plan must receive written proof of continued eligibility for coverage (including a written certification from a physician that your child satisfies the requirement under subsection (i) above), within 31 days after the day the child would otherwise lose eligibility due to attaining the age of 26. You may be required to send continued proof of disability once a year (which must be provided within 60 days of the Plan’s request); however, after initial certification of disabled dependent status, the Plan will wait two years from when the child attained the age of 26 to begin annual redeterminations.</p>
<p><b>Eligibility for Disabled Dependent Child Following Coverage Under Another Plan</b></p>	<p>Your, your spouse’s, or your domestic partner’s natural child, legally adopted child, child placed for adoption or a child for whom you, your spouse or your domestic partner has been appointed legal guardian by a court of law, who is (i) incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition, and (ii) chiefly dependent upon you, your spouse, your domestic partner, or the child’s “non-member parent” for support and maintenance (i.e. either you, your spouse, your domestic partner, or the child’s non-member parent provides over one-half of the child’s support each year) may be enrolled in a LAPRA-sponsored plan of the same</p>

Requirement	Description
	<p>type, if they have had coverage of the same type as a dependent of the member, or the member’s spouse domestic partner or non-member parent, immediately preceding their enrollment in a LAPRA-sponsored plan. For purposes of this paragraph, the “same type” of coverage means coverage providing the same type of benefits (such as medical or dental). For example, a dependent who was only covered under another dental plan immediately preceding enrollment could be enrolled in a LAPRA-sponsored dental plan, but not a LAPRA-sponsored medical plan (provided the dependent met the eligibility requirements above).</p> <p>The Plan must receive written proof of such eligibility for coverage (including a written certification from a physician that your child satisfies the requirement under subsection (i) above). Following the Plan’s initial determination, you may be required to send continued proof of disability once a year, which must be provided to the Plan within 60 days of receiving the request.</p> <p>For purposes of this Section B entitled “Eligibility for Disabled Children”, “non member parent” means a person who is both (1) the natural parent of the dependent child; and (2) not enrolled for health care coverage under this Plan.</p>

**4. WHEN COVERAGE BEGINS AND ENDS**

Member	When Coverage Begins	When Coverage Ends
<b>Retired Member</b>	<p>Coverage is effective as follows:</p> <p>On the first day of the month following your pension effective date or your pension roll date, provided your enrollment form is received within 31 days from that date; or</p> <p>If you go off payroll while an active employee and maintain coverage until you retire and become eligible for a pension with an effective date that is retroactive to</p>	<p>Coverage may be terminated immediately if the Plan, or the agreement between LAPRA and the carrier terminates, or the Plan is amended to eliminate your coverage.</p> <p>Coverage may also be terminated immediately for misconduct, deception or fraud pursuant to Section 13 below. The effect of such termination may be retroactive.</p>

<b>Member</b>	<b>When Coverage Begins</b>	<b>When Coverage Ends</b>
	<p>either before or after your off payroll date, you will be covered, at your election, upon enrollment on the first day of the month following either (1) your pension effective date, or (2) the date LAPRA receives notification from the Pension Department of your pension effective date. However, coverage will be retroactive only to the extent permitted by the carriers; or</p> <p>On the first day of the month you become eligible for a subsidy from the Department of Fire &amp; Police Pensions, provided your enrollment form is received within 31 days from that date.</p>	<p>Coverage will also end at 11:59 pm on the last day of the month for which premiums are paid.</p> <p>You may also revoke your coverage as permitted by the Plan and in the manner set forth below.</p>
<b>Dependents</b>	<p>Coverage for your eligible dependents is effective on the date you become eligible for coverage, or, if later, as follows:</p> <ol style="list-style-type: none"> <li>1. For a child you acquire through birth, adoption, or placement for adoption, on the date you acquire the child, provided your enrollment form is received within 31 days from the date you acquire the child.</li> <li>2. For a child added due to legal guardianship, on the first day of the month following receipt of your enrollment form and the court order designating you, your spouse or domestic partner as legal guardian.</li> </ol>	<p>Coverage for eligible dependents ends on the date your coverage ends or, if earlier, on the last day of the month in which your dependent no longer meets the requirements of an eligible dependent.</p>

Member	When Coverage Begins	When Coverage Ends
	3. For a spouse or domestic partner, on the first day of the month following your marriage or domestic partnership registration date or Pension Department or LAPRA approval of your domestic partnership application, as applicable, provided your enrollment form is received within 31 days.	

**IMPORTANT INFORMATION ABOUT ENROLLING A NEWBORN OR NEWLY ADOPTED CHILD**

Any child born to you will be covered from the moment of birth for 31 days, and any child adopted by you will be covered for 31 days from the date you have financial responsibility for the child or you have the right to control the child’s health care, provided you submit proof of eligibility.

**You need to enroll your child, whether newborn or adopted, within those 31 days if you want your child to be covered after the end of the initial 31-day period.**

**5. PROOF OF DEPENDENT ELIGIBILITY**

If you enroll a dependent, you have 60 days from the dependent’s effective date of coverage to submit proof of eligible dependent status, such as a copy of a certified marriage certificate, copy of a certified birth certificate, or commemorative hospital birth certificate that lists the names of both parents.

**If you fail to submit the required proof within the 60-day period, your dependent’s coverage will automatically be cancelled on the first day of the month following the expiration date of the 60-day period.** You will then be required to wait until the next annual open enrollment period to re-enroll your dependent and submit proof of dependent status. Any medical or dental expenses your dependent incurs after coverage is cancelled will be your responsibility.

**6. COVERAGE FOR SURVIVING DEPENDENTS**

***If you die while your dependents are covered:*** Coverage for enrolled eligible dependents will terminate at the end of the month following your death; however, your enrolled eligible dependents may elect to continue their coverage under the Plan by completing the appropriate enrollment form(s) and paying the required premiums. The enrollment form(s) must be received

within 31 days from the date of your death. When electing to continue coverage as surviving dependents, enrolled dependents may continue the same coverage they had or they may enroll in a different medical and/or dental plan. Coverage for your surviving dependent(s) will become effective on the first day of the month following your death. Coverage will continue indefinitely so long as premiums are paid and will terminate upon the occurrence of any one of the following events: (i) when premiums are not paid, (ii) when an enrolled child is no longer eligible for coverage (as described in Section 4 on page 5), or (iii) the agreement between LAPRA and the carrier terminates. Coverage for a surviving spouse or surviving domestic partner may continue even if he or she remarries or enters into a new domestic partnership or marriage, but the new spouse or domestic partner, new stepchildren, the new domestic partner's children or any new children may *not* be added for coverage.

***If you die and your dependents are not covered at the time of your death:*** Surviving dependents, who were eligible to enroll, but not enrolled immediately prior to your death, are eligible to enroll by completing an enrollment form as follows and paying the required premiums:

- following the date of your death (coverage will become effective on the first day of the month following your death provided the enrollment form is received within 31 days from the date of your death); or,
- on the date the dependent becomes eligible for a subsidy with the Department of Fire and Police Pensions (coverage will become effective on the first day of the month in which the dependent becomes eligible for the subsidy, provided the enrollment form is received within 31 days from that date); or
- on either the date (1) the dependent is approved for a pension with the Department of Fire and Police Pensions, or (2) notification is received by LAPRA from the Department of Fire and Police Pensions that the dependent has been approved for a pension (coverage will become effective on the first day of the month following the approval or notification date, provided the enrollment form is received within 31 days from that date); or
- during the annual Open Enrollment period (see **Annual Elections/Open Enrollment** on page 7 under Section 7).

## **7. ENROLLING IN THE PLAN**

***Initial Enrollment.*** If you are eligible to enroll, you must complete an enrollment form and sign a Retiree Deduction Authorization Form. You must submit to LAPRA the completed enrollment form and the Retiree Deduction Authorization Form within the time period indicated in Section 4 on pages 5 through 6. If you fail to submit an enrollment form(s) within the required time period, you may not enroll until the next annual open enrollment period, except as described below under Section 8 - **Changes Outside of Open Enrollment.**

***Annual Elections/Open Enrollment.*** Once you have enrolled, your coverage may not be changed until the next open enrollment period (although it may be terminated as noted below) unless

you or your dependents are eligible for special enrollment as described below in Section 8 - **Changes Outside of Open Enrollment**. Open enrollment is held in or around the month of May each year.

**Please note, however, that you may terminate medical (not dental) coverage for yourself, your spouse, or your dependents for any reason and at any time. Coverage will be terminated effective 11:59 pm on the last day of the month in which LAPRA receives your cancellation forms.**

## **8. CHANGES OUTSIDE OF OPEN ENROLLMENT**

**General Rule.** Generally, once you submit an enrollment form for a Plan Year, the elections on that enrollment form cannot be changed until the next open enrollment period. However, there are important exceptions to this general rule that are set forth below.

### **A. SPECIAL ENROLLMENT RIGHTS DUE TO MARRIAGE, DOMESTIC PARTNERSHIP, OR THE BIRTH, ADOPTION OR PLACEMENT FOR ADOPTION OF A CHILD**

- If you get married, you may enroll your new spouse (although, if you are not enrolled at that time, you must also enroll yourself in order to enroll your spouse). The enrollment form for your new spouse (and yourself, if applicable) must be received within 31 days of the date of marriage. Your new spouse's children may also enroll at that time. Other children may not enroll at that time unless they qualify under another of the circumstances described in this section. Coverage will become effective on the first day of the month following the date of marriage. Please refer to Section 5 on page 6 regarding **Proof of Dependent Eligibility**.
- If you acquire a new dependent child by reason of birth, adoption, or placement for adoption, you may enroll your new dependent child (although, if you are not enrolled at that time, you must also enroll yourself in order to enroll your new dependent child). At that time, you may also enroll your spouse if he or she is eligible but not enrolled. Other children may not enroll at that time unless they qualify under another circumstance described in this section. Provided your enrollment form is received within 31 days from the event date, coverage for your child will become effective on the date of birth, adoption or placement for adoption and coverage for you and your spouse will become effective on the first day of the month following the event date. Please refer to Section 5 on page 6 regarding **Proof of Dependent Eligibility**.
- If you are enrolling a new domestic partner, your enrollment application must be received within 31 days of the legal and valid registration of a domestic partnership under the laws of the State of California (including a valid domestic partnership certificate from the County of Los Angeles), or approval of a domestic partnership application by the Pension Department or LAPRA, whichever is applicable. Coverage will become effective on the first day of the month following the registration or approval date.

## **B. SPECIAL ENROLLMENT RIGHTS DUE TO LOSS OF OTHER COVERAGE**

If you decline enrollment for yourself or your dependents (including your spouse) because you or your dependents had other coverage and you or your dependents lose eligibility for that coverage, you may be able to enroll yourself and your dependents in a plan offered by LAPRA if the loss of the coverage is due to one of the following:

- exhaustion of COBRA or CalCOBRA coverage;
- termination of employer contributions for non-COBRA coverage (but not termination for cause or for nonpayment of an individual plan);
- loss of eligibility for non-COBRA coverage, which includes but is not limited to a loss of eligibility resulting from divorce, legal separation, annulment of marriage, termination of a domestic partnership, and the death of a family member (but not loss due to the failure to pay premiums on a timely basis, termination of coverage for cause, such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan, or voluntary disenrollment);
- loss of eligibility for Healthy Families Program as a result of exceeding the program's income or age limits, or Medi-Cal coverage; or
- reaching a lifetime maximum on all benefits.

**Note:** If you lose other coverage, you may be able to enroll yourself, as well as, all of your dependents in the Plan. If one of your dependents loses other coverage, then only you and that other dependent who lost coverage may be able to enroll in the Plan.

**You must submit an enrollment form within 31 days after the loss of other coverage, along with proof of such loss of coverage (60 days if you are requesting enrollment due to loss of eligibility for Medi-Cal or Healthy Families Program coverage). The effective date of an enrollment resulting from the loss of other coverage is the first day of the month following the loss of coverage date.**

## **C. SPECIAL ENROLLMENT RIGHTS DUE TO COURT OR ADMINISTRATIVE ORDER**

If you receive a court or administrative order requiring you to provide health care coverage for a spouse or child who meets the eligibility requirements as a dependent, you may add the spouse or child to coverage.

The effective date of an enrollment resulting from a court or administrative order will be the first day of the month following receipt of your enrollment form and copy of the court or administrative order.

#### **D. SPECIAL ENROLLMENT RIGHTS DUE TO ELIGIBILITY FOR ASSISTANCE THROUGH MEDICAID OR STATE CHILDREN’S HEALTH INSURANCE PROGRAM**

If you or your dependent become eligible for health care premium assistance through Medicaid or a State children’s health insurance program (CHIP), you or your dependent may enroll in the Plan. You must submit an enrollment form within 60 days after the date you or your dependent are determined to be eligible for such premium assistance. Coverage will be effective on the first day of the month following receipt of the enrollment form.

#### **9. COBRA CONTINUATION OF HEALTH COVERAGE**

If your eligible covered dependent(s) lose group health insurance coverage because of any of the “qualifying events” described below, your eligible covered dependent(s) may elect to temporarily continue coverage under COBRA. (Under COBRA, only the employee’s spouse and dependent children may be considered eligible covered dependents.)

##### **Qualifying Events**

A qualifying event is any of the following:

- For your eligible covered spouse and other eligible covered dependent(s):
  - your death;
  - your divorce or legal separation from your spouse; or
  - your becoming entitled to Medicare.
- For your eligible covered dependent child, the child ceasing to qualify as a dependent under the plan.

##### **Election of Continuation Coverage**

If your eligible covered dependent(s) wish to elect continuation coverage after losing coverage due to any of the qualifying events listed above, your eligible covered dependent(s) must make such an election within 60 days after the later of:

- The date your eligible covered dependent(s) would lose group health insurance coverage because of the qualifying event; or
- The date your eligible covered dependent(s) are advised by LAPRA of the right to elect COBRA continuation coverage.

Notice to your eligible covered spouse of the right to elect continuation coverage will be deemed notice to any eligible covered dependent children residing with your spouse. If your eligible covered dependent(s) do not elect continuation coverage within this election period, then the right to COBRA continuation coverage will be lost.

**New Dependents.** If your eligible covered dependent(s) elect continuation coverage, your eligible covered dependent(s) may also be entitled to elect COBRA continuation coverage for a new spouse or child acquired during the period of continuation coverage. However, to elect continuation coverage for a new spouse or child, you must enroll your eligible covered dependent within 31 days after (whichever is applicable) (1) the date of marriage, or (2) the date of birth, adoption or placement for adoption. If LAPRA does not receive the completed enrollment form within such 31-day period, your eligible covered dependent(s) may be entitled to add the new spouse or child during any applicable open enrollment period. Provided the enrollment form is received within 31 days from the event, coverage for your child will become effective on the date of birth, adoption or placement for adoption, and coverage for your spouse will become effective on the first day of the month following the event date.

### **Important Notice Requirement Regarding Divorce, or Dependent Child Ineligibility**

Your eligible covered dependent(s) must notify LAPRA in writing of a divorce or when an eligible covered dependent child ceases to qualify as an eligible dependent under the Plan. You must provide this notice within 60 days from whichever date is later, the date of the event or the date on which coverage would be lost because of the event.

**IF THE NOTICE DESCRIBED ABOVE IS NOT PROVIDED IN A TIMELY MANNER, THE RIGHT TO CONTINUATION COVERAGE BASED ON COBRA RULES WILL BE LOST.**

### **Payment for Continuation Coverage**

Your eligible covered dependent(s) will be required to pay for the cost of continuation coverage in an amount equal to the cost to the plan for such coverage, plus 2%. The payment must be paid by a check made payable to LAPRA.

If your eligible covered dependent(s) elect continuation coverage after coverage is lost due to a qualifying event, then your eligible covered dependent(s) will have 45 days from the date of the election to make the required initial payment. That initial payment must cover the entire period from the date coverage was lost to the date of your payment. There is no grace period for the initial payment. Each other payment is due within 30 days after the first day of each month of continuation coverage.

If any payment for continuation coverage is postmarked after the date that payment is due, continuation coverage will terminate and will not be reinstated.

### **Duration and Termination of Continuation Coverage**

If your eligible covered dependent(s) elect to continue group health insurance coverage, the maximum continuation period due to any qualifying event set forth above on page 10 of this Section 9 is 36 months.

Other events cause your right to continue plan coverage to end sooner. The right to continue plan coverage will end before the maximum 36-month period upon the earliest to occur of the following:

- The date the employer ceases to provide any group health plan coverage for any employees;
- The date your eligible covered dependent(s) fail to make the required payment when due;
- The date, after your COBRA election, that your eligible covered dependent(s) first become covered under another employer's group health plan;, or
- The date, after your COBRA election, that you or your eligible covered dependent(s) first become entitled to Medicare. Note, however, that your entitlement to Medicare will not result in early termination of COBRA continuation coverage for your eligible covered dependent(s) and will not be considered a second qualifying event for your eligible covered dependent(s).

If your eligible covered dependent(s) become covered by another employer's group health plan and have a pre-existing condition which is not covered by that plan, then the right to continue coverage (at least for that pre-existing condition) will not be terminated due to that other coverage.

The right to COBRA continuation coverage will coordinate with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). HIPAA's requirements include certain limits on a group health plan's ability to apply pre-existing condition exclusions to new employees. COBRA continuation coverage under this plan will terminate early if your eligible covered dependent(s) become covered under a new employer's group health plan that has a pre-existing condition exclusion that does not apply to your eligible covered dependent(s) because of HIPAA's requirements.

### **Notice of Address Change**

Please keep LAPRA informed of any address changes or changes in personal circumstances (such as a change in your marital status or if a child no longer qualifies as a "dependent" under the plan) so that we can provide you and your eligible covered dependent(s) if any, with the necessary information concerning rights to continuation coverage.

### **General Information About Continuation Coverage**

Continuation coverage is provided subject to eligibility under the law. LAPRA reserves the right to terminate continuation coverage retroactively if your dependent(s) are determined to be ineligible for continuation coverage. At the end of the 36 month continuation coverage period, you will be allowed to enroll in a conversion plan if such a plan is available under your group health insurance.

**Notice Of Medi-Cal Health Insurance Premium Program (HIPP).** If you are eligible for Medi-Cal, you may qualify for the Health Insurance Premium Payment Program (HIPP). Under this program, the California Department of Health Services will pay your COBRA premium for you. To be eligible for this program you must:

- Have full scope or fee-for-service Medi-Cal;
- Have a medical condition that requires a physician’s treatment. The monthly cost-savings to Medi-Cal must be 1.1 or greater;
- Have coverage for your medical condition under COBRA; and
- Not be enrolled in a Medi-Cal related prepaid health plan, County Health Initiative, Geographical Managed Care Program, County Medical Services Program (CMSP) or Medicare.

Health insurance cannot be court ordered. If a non-custodial parent has been ordered by the court to provide the health insurance, the child will not be eligible for enrollment in HIPP.

You must apply online at <http://dhcs.ca.gov/HIPP>. Click on the “HIPP Application Form-Fillable” link to access the form. Attachments must be uploaded in PDF format only.

In addition, eligible California residents with an HIV/AIDS diagnosis may qualify for premium payment assistance through the Office of AIDS (OA) HIPP. For information regarding eligibility requirements and how to apply, please go to:

#### **10. WOMEN’S HEALTH AND CANCER RIGHTS ACT NOTICE**

In 1998, Congress passed the Women’s Health and Cancer Rights Act. This Federal law requires that group health plans that provide medical benefits for a mastectomy must also provide coverage for breast reconstruction for patients who choose to receive it.

Specifically, any patient who is covered for a mastectomy is also covered for:

1. Reconstruction of the breast on which the mastectomy has been performed;
2. Reconstruction of the other breast to achieve symmetry;
3. Prostheses and physical complications of all stages of a mastectomy, including lymph edemas.

Decisions about these medical procedures will be determined in consultation with you and your attending physician. This coverage is subject to applicable deductibles, co-payments and co-insurance payments, and to the Plan’s terms and provisions.

## **11. BENEFITS FOR MOTHERS AND NEWBORNS**

Under the Newborns' and Mothers' Health Protection Act of 1996, group health plans, insurance companies and HMOs offering health coverage for hospital stays in connection with the birth of a child must provide health coverage for a minimum period of time. Group health programs and health insurance issuers generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn to less than 48 hours following a vaginal delivery, or less than 96 hours following a caesarian section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother and her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours as applicable).

## **12. MENTAL HEALTH BENEFITS**

To the extent required by the Mental Health Parity Act of 1996 and/or the Mental Health Parity and Addiction Equity Act, as amended from time to time, each benefit program subject to those acts shall provide for parity with respect to mental health benefits and/or substance use disorder benefits that may be provided under the benefit program. Nothing in the Plan shall be construed to require any benefit program to provide coverage for mental health benefits or substance use disorder benefits.

## **13. PENALTIES FOR MISCONDUCT, DECEPTION, FRAUD**

Coverage may be terminated if you knowingly provide incomplete or incorrect information and the Plan relies on that information to provide health care services, or you commit fraud or deception in the use of health care services or facilities. If the individual's coverage is terminated on a retroactive basis (a "rescission" of coverage), the individual will receive a notice of the rescission, as required by applicable law. To the extent permitted by law, the Administrator may also seek reimbursement from the individual for all claims or expenses paid by the Plan as a result of the false representation or fraud, and may pursue legal action against the individual.

## **14. CONFIDENTIALITY OF HEALTH INFORMATION**

HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act and their implementing regulations provide specific health information privacy and security rights and protections for Plan participants. These rights and protections apply to your Protected Health Information ("PHI"), as defined under HIPAA and the HITECH Act, that is created, received or maintained by the Plan.

## **15. REQUEST FOR CERTIFICATE OF GROUP HEALTH PLAN COVERAGE.**

When you or any of your dependents lose coverage or COBRA coverage, you may request a Certificate of Group Health Plan Coverage verifying the length of your coverage under the Plan.

Requests for coverage certificates should be addressed to LAPRA at 600 N. Grand Avenue, Los Angeles, CA 90012. Requests may also be made via email at Benefits@lapra.org or by telephone at (213) 674-3701 or (888) 252-7721. Requests will be accepted via email or telephone only if the coverage certificate is to be mailed to the address that the Plan has on file for the individual for whom the coverage certificate is requested. Other requests must be made in writing.

All requests must include the following information:

- The name of the individual for whom the coverage certificate is requested;
- The last date that the individual was covered under the Plan;
- The name of the member that enrolled the individual in the Plan; and
- A telephone number where the individual requesting the coverage certificate may be reached.

Requests that are made in writing must also include:

- The name of the person making the request and evidence of that person's authority to request and receive the coverage certificate on behalf of the individual;
- The address to which the coverage certificate should be mailed;
- And the requester's signature.

## **16. OTHER INFORMATION**

### **A. INFORMATION TO BE FURNISHED**

You must furnish LAPRA such documents, data or other information as LAPRA considers necessary or desirable for the purpose of administering the Plan in the manner specified herein. The benefits payable under the Plan to you or on your behalf are conditioned on your furnishing full, true and complete documents, data or other information reasonably related to the administration of the Plan requested by LAPRA.

### **B. VESTING**

No person shall have any guaranteed or vested right to Plan benefits.

### **C. LIMITATION OF DIRECTOR LIABILITY**

The Board of Directors and LAPRA staff are not personally liable for Plan benefits.

#### **D. FORM, CONTENT, MANNER, AND TIMING OF NOTICES, ETC.**

All communications (including all notices, consents, requests, and elections) from members, dependents, or anyone else claiming rights or benefits under this Plan must be made in the form, must contain the content, must be delivered within the deadlines, must be given by the means, must satisfy all requirements, and will become effective following receipt, in each case as prescribed by the LAPRA (or, to the extent none are prescribed, as may be acceptable to it). LAPRA, without liability, may disregard any communication made otherwise.

All communications from members to LAPRA shall be transmitted by the means (e.g., in writing or electronically) LAPRA prescribes or elects to use. Every reference in this Plan to “written” communications shall also be deemed to be a reference to writing substitutes (e.g., e-mail) acceptable to LAPRA or its delegates for the type of communication involved.

#### **E. DUTY TO PROVIDE DATA**

Every person enrolled in a LAPRA benefit program shall give written notice to LAPRA of his or her mailing address and each change of address. Any communication, statement, or notice addressed to such a person at his or her latest address as filed with LAPRA will, on deposit in the United States mail with postage prepaid, be as binding on the person for all purposes of the Plan as if it had been received, whether actually received or not. If a person fails to give notice of his or her correct address, LAPRA shall not be obliged to search for, or to ascertain, his or her whereabouts. In addition, if mail is returned to LAPRA because the address to which the mail was sent is no longer valid, LAPRA may cease sending communication of any kind to that address.

#### **F. SEVERABILITY**

If any provision of this Plan is, or is hereafter declared to be, void, voidable, invalid or otherwise unlawful, the remainder of the Plan will not be affected thereby,

#### **G. PROCEDURAL AND ADMINISTRATIVE PROVISIONS OF THE PLAN**

Except as provided by LAPRA, the procedural and administrative provisions of the Plan in effect at the time the provisions are applied shall apply to all benefits no matter when earned.

#### **H. AMENDMENT**

Notwithstanding any other provision of the Plan, it is expressly permissible for LAPRA to clarify the terms of this Plan, even retroactively, by an amendment accomplishing a good faith correction of any typographical error, omission or inadvertent ambiguity.

**If you have additional questions regarding eligibility, please contact a LAPRA Benefits Representative at 213-674-3701 or 888-252-7721.**

