

**Bedford Central Schools Health Benefit Plan  
Restatement of January 1, 1999  
Plan Amendment**

The Bedford Central Schools has adopted and amended the following provisions for the self-funded Bedford Central Schools Health Benefit Plan. Amendment revises Master Plan Document restated as of January 1, 1999.

**Amendment Number:** R 1999-003  
**Amendment Effective Date:** January 1, 2003

**Nature of Amendment:**

To modify Plan eligibility requirements to include same-gender Domestic Partners on same basis as a Spouse for Teachers and Administration Employees. Eligibility includes Survivor and COBRA. Domestic Partner coverage applies only to eligible persons classified as Teachers or Administration Employees. Domestic Partners become covered under the Plan effective January 1, 2003.

To insert the updated version of the Plan provision “Continuing Coverage under COBRA” due to changes in the federal regulations and to modify provision for inclusion of Domestic Partners.

**Provision Affected:**

**Section I - Summary of Benefits; Preventive Care Expense Benefits**

Under row captioned “Adult Routine Physical”, modify Spouse to include Domestic Partner as follows:

Preventive Covered Services	Network	Out-of-Network
Adult Routine Physical (Includes usual related tests, including routine hearing screening).	<i>Coverage is available only for eligible Employees, Spouse/Domestic Partner and Dependent Children. This benefit is not available to Retirees and their Dependents.</i>	
	After Network Copayment, Plan pays balance of Network allowance up to \$200.00 Coverage is limited to once every two consecutive Calendar Years. <i>Network Providers may balance bill up to Network Allowance.</i>	No Deductible. Plan pays 80% up to benefit maximum of \$200.00. Coverage is limited to once every two consecutive Calendar Years.

**Provision Affected:**

**Section II – Eligibility and Enrollment; A. Eligibility for Plan Enrollment**

Under “**2. Dependents**” change caption “b. Your Unmarried Children” to “c. Your Unmarried Children” and caption “c. Child Definition” to “d. Child Definition” insert new caption “b. Domestic Partner” and related paragraphs and under caption “d. Child Definition modify term “Spouse” to Spouse/Domestic Partner as follows:

..... The District may require proof of marriage.

**b. Domestic Partner** (same sex relationship).

*Domestic partner coverage is only available to eligible Employees classified as Teachers or Administration Employees. The District can provide full details on whether you qualify for this Dependent coverage.*

Domestic Partners of eligible Employees will be considered for Plan enrollment on the same basis as a Spouse. Domestic Partners are defined as two same sex individuals who share a household and who have a relationship of financial interdependence and mutual care. The following are required for eligibility in the Bedford Central School District Health Plan:

- 1) Partners must be the same sex; and
- 2) Partners must be of legal age to marry in New York State; and
- 3) Partners must not be related by blood to a degree of closeness which would prohibit marriage in New York State; and
- 4) Partners must have resided together for at least 12 months and intend to do so indefinitely; and

- 5) Partners must sign the Affidavit of Domestic partnership; and
- 6) Partners who reside in New York City must register with the City Domestic Partnership Registry and provide the District Benefits Office with the Certification of Domestic Partnership; and
- 7) Partners must otherwise meet the requirements and limitations of eligibility that pertain to all employees of the Bedford Central School District;
- 8) Partners must present evidence of financial interdependence and responsibility for mutual care. Evidence of two of the following:
  - a) Joint ownership of property (i. e. real estate), or a joint mortgage or joint lease that is at least of 12 months old.
  - b) Partners have been listed on each other's will for at least twelve months.
  - c) Partner has been a beneficiary of the Employee's ERS or TRS retirement plan for at least twelve months.
  - d) Partners hold general power of attorney or health care power of attorney for each other.
  - e) Domestic Partnership agreement that creates a personal and financial interdependence including joint and several liability for each other's debts and expenses and responsibility for mutual care.

The District will require documentation of criteria shown above. An affidavit of Domestic Partnership signed by both partners must be provided to the District Benefits Office. Affidavit forms are available from the District Benefits Office.

Eligibility ends when the Domestic Partnership no longer meets the above criteria. If criteria are no longer met, the District Benefits Office must be notified, in writing, within 30 days.

**c. Your Unmarried Children** who are:

- 1) Under 19 years of age.....

**d. Child Definition** - Child or children mean:

- 1) The Employee's own birth child .....  
..... resides in the Employee's home.
- 3) Any other child supported by the Employee or the Spouse/Domestic Partner of the Employee and.....

**Provision Affected:**

**Section II – Eligibility and Enrollment; A. Eligibility for Plan Enrollment**

Under “**4. Survivor Dependent Eligibility**” related paragraph, modify the 5th sentence to include Domestic Partners as follows:

If an active Employee.....  
.....This Coverage ends for the Spouse/Domestic Partner when he/she marries/remarries or forms a Domestic Partnership. For survivor children, .....

**Provision Affected:**

**Section II – Eligibility and Enrollment; B. Enrollment;**

Under “**1. Individual Coverage**” and “**3. Enrollment Changes**” Modify related paragraphs to include Domestic Partners

- 1. Individual Coverage.** Only the Employee, retiree, survivor Spouse/Domestic Partner, or a COBRA participant is enrolled. Benefits will be paid only for the person enrolled even if other Family Members meet eligibility requirements.
- 2. Family Coverage.** .....
- 3. Enrollment Changes.** It is your responsibility to apply for any enrollment changes including:
  - a. Adding a newly acquired Spouse/Domestic Partner or Dependent child;
  - b. Adding an existing Spouse/Domestic Partner previously enrolled as an Employee;
  - c. Adding a previously eligible but non-enrolled Spouse/Domestic Partner or Dependent child;

- d. Changing from individual Coverage to family Coverage any time you acquire a Spouse/Domestic Partner or Dependent child or elect to enroll a previously eligible but non-enrolled Spouse/Domestic Partner or Dependent child;
- e. Changing from family Coverage .....

**Provision Affected:**

**Section II – Eligibility and Enrollment; C. Effective Dates of Benefits**

Under “**3. Special Enrollment Dates; a. Adding New Dependents**, Modify paragraph “2)” to include Domestic Partners as follows:

- 2) If you are not enrolled in the Plan when you acquire a Spouse or Domestic Partner you may enroll yourself and your Spouse/Domestic Partner under family Coverage. If you acquire a newborn child, or a newly placed or adopted child (under Age 18), you may enroll yourself and/or your Spouse/Domestic Partner and the newly acquired newborn child.....

**Provisions Affected:**

**Section II – Eligibility and Enrollment; E. End of coverage**

Under item “**3. Divorce of Spouse**”, Modify paragraphs to include Domestic Partner rule.

- 2. For failure to pay required Plan participation Contributions, Coverage ends for you and your Dependents at 12:01 a.m. on the first day of the month following the month for which you made your last participation payment. This also applies to an enrolled survivor Spouse/Domestic Partner..
- 3. Divorce of Spouse/End of Domestic Partnership. Coverage ends for your ex-Spouse/Domestic Partner at 12:01 A. M. on the date the divorce or dissolution of marriage becomes final or the date Domestic Partnership ends.

**Provision Affected:**

**Section II – Eligibility and Enrollment; H. Continuing Coverage under COBRA**

Under **H. Continuing Coverage under COBRA**, delete related paragraphs; replace provision with updated version as follows:

**H. Continuing Coverage under COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1986 a federal law otherwise known as COBRA, provides that most employers who sponsor group health plans (i.e. medical, vision, dental) must offer Employees and their Dependents the opportunity to temporarily continue their group health coverage at group rates in specific instances where this coverage would otherwise end. This notice summarizes this law and its current rules concerning your rights and obligations under COBRA continuation. For questions concerning your specific circumstances and rights under this Plan, contact the District Benefits Office. *You, your Spouse/Domestic Partner, and your Dependents should take the time to read this provision carefully.*

POMCO has been selected by the Bedford School District to administer its COBRA continuation program. Written inquiries concerning this program can be sent to POMCO or you may phone POMCO at their toll-free number.

Participants must send written notification to the District within 60 days after the qualifying event. POMCO will send COBRA election forms to qualified beneficiaries, usually within 14 days after the notification to the District Benefits Office. Details concerning election options, participation payments and time restrictions for COBRA enrollment will be sent with the election forms. At the time of COBRA election, Employees and/or Dependents will be offered coverage identical to that available to similarly situated Plan participants who are not receiving COBRA coverage under the Plan. (Generally, the same coverage they are enrolled in at the time of the qualifying event). All notices of changes in benefits and/or premiums occurring during the COBRA continuation will be sent directly to the participating qualified beneficiaries. Qualified beneficiaries are also allowed to change from their current level of benefits during any open enrollment period in the same manner as other Plan participants who are not receiving COBRA coverage under the Plan.

**1. Qualifying Events.**

- a. **As an Employee Covered** under the Plan, you and/or your Dependents may qualify for temporary extension of existing Plan coverage when coverage is lost due to the following COBRA qualifying events:

- 1) A reduction of your work hours or change in job classification that makes you ineligible for group health coverage;
- 2) Termination of your eligible employment with the District. (For reasons other than gross misconduct);
- 3) Your retirement from the District; or
- 4) Resignation of your employment with the District.

**b. If you are the Spouse or eligible Domestic Partner of a Covered Employee,** you could qualify for continuation of Plan coverage under COBRA when you lose eligibility under the Plan due to any of the following reasons:

- 1) Death of your spouse/Domestic Partner;
- 2) Termination of your spouse/Domestic Partner's employment with the District. (For reasons other than gross misconduct);
- 3) Spouse's/Domestic Partner's resignation from employment with the District
- 4) Reduction of a spouse's/Domestic Partner's work hours with the District. (So that he or she is no longer eligible for group health coverage);
- 5) Divorce or legal separation from your spouse/end of Domestic Partnership; or
- 6) Your spouse/Domestic Partner becomes eligible for Medicare.

**c. Dependent children of Covered Employees** may continue their Plan coverage when Plan eligibility is lost due to any of the following reasons:

- 1) Death of a parent who was a covered Employee;
- 2) Termination of a parent's employment with the District. (For reasons other than gross misconduct);
- 3) Parent's resignation from employment with the District;
- 4) Reduction in parent's work hours with the District (So that he or she is no longer eligible for group health coverage);
- 5) Parent becomes eligible for Medicare;
- 6) Loss of the child's Dependent status (i.e., marriage, limiting age, no longer full-time student); or
- 7) Parents' divorce or legal separation.

Qualified beneficiaries also include an Employee's child(ren) born, adopted, or placed for adoption (who are under age 18) acquired during a period of COBRA continuation elected by that Employee. To be covered under COBRA continuation, the Employee must enroll the child under family coverage within 30 days after the date of birth, adoption or placement for adoption.

**2. Notification of Qualifying Events.** You, as a Participant in the Plan or your Dependents are responsible for notifying the District Benefits Office, in writing, within 60 days following the date of a divorce, legal separation, end of Domestic Partnership; Social Security disability, child losing eligibility status, or other qualifying event that would otherwise cause Plan coverage for you or your Dependent(s) to end. POMCO will send written notice of your COBRA rights, your costs, and election forms for COBRA enrollment within 14 days after your notification to the District.

In case of resignation or termination of employment (other than for gross misconduct), reduction of work hours, or the death of an Employee, POMCO will notify the qualified beneficiaries of their option to continue their current coverage within 14 days.

**Please Note**

*If the District Benefits Office or POMCO does not receive written notice of a qualifying event within 60 days after such event, COBRA continuation will not be available and Plan coverage will stop on the date eligibility ended. POMCO administers COBRA enrollment and billing procedures.*

3. **COBRA Continuation Periods.** The following chart outlines the qualifying event and the maximum length of COBRA continuation available for each event:

<b>In no event, will COBRA continuation exceed more than 36 months for any beneficiary</b>		
<b><i>When may continued coverage be elected?</i></b> (“Qualifying Events”)	<b><i>Who may elect continued coverage?</i></b> (“Qualified Beneficiaries”)	<b><i>For how long may coverage be continued?</i></b>
Termination of employment or loss of hours for covered Employee (other than for gross misconduct), or reduction in hours of covered Employee	Employee, Spouse/Domestic Partner and Dependent children	18 months
Termination of employment or reduction of hours of covered Employee. (other than for gross misconduct) when Employee or Dependent eligible for Social Security Disability	Employee, Spouse/Domestic Partner and Dependent children in family coverage.	29 months (Includes the additional 11 months due to Social Security disability)
Death of covered Employee	Spouse/Domestic Partner and Dependent children.	36 months
Divorce or legal separation; end of Domestic Partnership	Spouse/Domestic Partner and Dependent children	36 months
Covered Employee becomes entitled to Medicare	Spouse/Domestic Partner and Dependent children	36 months
Dependent of Retiree ineligible	That Dependent	36 months
Dependent child becomes ineligible pursuant to Plan	That Dependent child	36 months

Qualified Beneficiaries who receive Social Security disability benefits could be eligible for an additional 11 months extending the 18-month continuation period to 29 months. To be eligible for this extension, the beneficiary must have been disabled at the time coverage ended or become disabled within 60 days after the start of his or her COBRA continuation period. A copy of the Social Security determination showing the date of disability must be sent to POMCO or the District Benefits Office within 60 days following the date Social Security approved the disability and within the first 18 months of COBRA continuation. This extension applies to each disabled beneficiary and the family members, if any, enrolled in family coverage.

In cases where a second qualifying event occurs after COBRA continuation starts, the law states “a qualified beneficiary may have more than one qualifying event, but the length of coverage cannot exceed 36 months.” For example, if an Employee’s eligibility ends due to reduction in work hours and he or she elects to continue family coverage, and then dies while COBRA coverage is in effect, his or her death is a second qualifying event. Because the death of an Employee is a qualifying event for a 36-month continuation period, his or her Dependent beneficiaries may elect to continue COBRA coverage up to 36 months from the date of the first qualifying event, the date the Employee lost eligibility due to reduction in hours. In no event will COBRA continuations exceed 36 months for any one beneficiary.

4. **COBRA Election.** Qualified beneficiaries will have at least 60 days to elect COBRA continuation. The election period is measured from the later of the date that coverage was lost or the date that the COBRA election notice is provided. COBRA coverage is retroactive if elected and paid for. If a qualified beneficiary waives COBRA continuation during the election period, the waiver may be revoked before the end of the election period. The Plan need only provide COBRA continuation from the date the waiver was revoked.

5. **COBRA Participation Payments.** To temporarily continue coverage (i.e. medical, vision, dental) COBRA qualified beneficiaries may be required to pay the entire cost of coverage for individual or family coverage plus administrative costs. By law, the payment cannot exceed 102% (or 150% for the 11-month Social Security disability extension) of the premium equivalent costs for the selected Plan coverage.

The beneficiary must pay his or her initial COBRA participation payment within 45 days after COBRA election is made. If this initial payment is received after the 45-day period COBRA continuation will not be available and Plan payment will not be made for any expenses incurred after Plan coverage ended. Subsequent premium payments may generally be made on a monthly or quarterly basis. If the amount of the payment made is in error, but is not significantly less than the amount due, the qualified beneficiary will be notified of the deficiency and granted 30 days to pay the difference.

If premium payments are not received 30 days from the date due, your continued coverage will cease as of the last day of the month for which a prior timely payment was received. Benefits will not be available for covered expenses unless timely COBRA participation payments have been made for the periods such expenses were incurred.

6. **When Continued Coverage Ends.** Once COBRA continuation is ended, an individual cannot be reinstated for COBRA continuation even if they have not exhausted the maximum period of COBRA continuation. Continued coverage ends for qualified beneficiaries on the earliest of any of the following:
- a. The last day at the end of the applicable maximum continuation period;
  - b. The date the District no longer sponsors or provides a group health plan for any of its Employees;
  - c. The due date when the COBRA participation payment is not paid or is not paid on a timely basis;
  - d. The date that coverage becomes effective under another group plan (or if the beneficiary becomes entitled to Medicare Parts A or B or Medicare Part C) after COBRA was elected. This does not apply if pre-existing provisions of the other plan affects coverage for a beneficiary. The coverage would then end on the date the other plan covers the pre-existing condition;
  - e. The date a beneficiary is no longer disabled during the 11-month Social Security disability extension;
  - f. The date the Employee is reinstated for coverage under this Plan; or.
  - g. Coverage may be stopped immediately if you or your Dependent knowingly submits a claim or allows a claim for benefits to be submitted with false information, or conceals any facts, that could affect the outcome of a claim determination.

COBRA Beneficiaries are required to notify the District Benefits Office when Medicare entitlement or another group health coverage becomes effective or when eligibility for Social Security disability ends during a period of COBRA continuation.

**Please Note**

*Any individual who elects to continue coverage under COBRA or USERRA will be eligible for the same coverage in effect at the time that person first lost Plan eligibility status. Subsequent Plan amendments apply to COBRA or USERRA continuation in the same manner for individuals who are qualified participants under the Plan. Benefits will not be payable for covered expenses incurred during a period of COBRA/USERRA continuation until the applicable contribution payment has been made for that period of continuation. COBRA/USERRA beneficiaries are considered without employment status.*

**COBRA continuation coverage is considered secondary to other health plans. See Section VI - Coordination of Benefits for details. If eligible for primary Medicare coverage, but not enrolled in Medicare, this Plan will integrate benefits with Medicare primary coverage whether or not person is enrolled in Medicare. See Section V - Medicare Integration with Plan Benefits.**

**Provision Affected:**

**Section VI- Coordination of Benefits (COB)**

In the Second paragraph under **Section VI-Coordination of Benefits;** modify term Spouse to include Domestic Partner as follows:

Special rules apply when you or your Covered Family Members are covered by more than one group health plan. This can happen if you, your Spouse/Domestic Partner, and/or children are.....

**Provision Affected:**

**Section VI- Coordination of Benefits (COB); B. Order of Benefit Determination.**

Under “**2. Child Covered under More than One Plan**” modify term spouse in paragraph “c” to include Domestic Partner as follows:

- c. If the parents are not married, or are separated (whether or not they have ever been married), or are divorced; the order of benefits is the plan of the custodial parent, then the plan of the Spouse/Domestic Partner of the custodial parent, then the plan of the non-custodial parent and then the plan of the Spouse/Domestic Partner of the non-custodial parent. The custodial parent is the parent awarded custody by a court decree. Without a court decree, it is the parent with whom the child resides more than half the Calendar Year without regard to temporary visitations.

**Provision Affected:**

**Section X – Definitions**

Modify “**DEPENDENT**” to include Domestic Partner; Insert definition for Domestic Partner between “**DOCTOR**” and “**DURABLE MEDICAL EQUIPMENT**”; modify “**IMMEDIATE RELATIVE**” to include Domestic Partners: insert definition for **USERRA** between “**SURGERY**” and “**USUAL, CUSTOMARY AND REASONABLE (UCR) CHARGES**” as follows:

**DEPENDENT** – An Employee’s legal Spouse, Domestic Partner or child who meets the conditions shown in **Section II – Eligibility and Enrollment**.

**DOMESTIC PARTNER or DOMESTIC PARTNERSHIP** - An unmarried Employee’s same gender partner with whom the Employee has a committed long term relationship that fully meets the conditions established for Domestic Partner eligibility shown in **Section II - Eligibility and Enrollment**.

**IMMEDIATE RELATIVE** of patient or Enrollee means any of the following:

1. Spouse/Domestic Partner of the patient or Enrollee;
2. Natural or adoptive parent, child or sibling;
3. Stepparent, stepchild, stepbrother or stepsister;
4. Father-in-law, mother-in-law, brother-in-law, or sister-in-law;
5. Grandparent or grandchild; or
6. Spouse of grandparent or grandchild.

**USERRA** – The Uniformed Services Employment and Reemployment Rights Act, a Federal law.

<p><b>Authorized Signature of the Plan Administrator</b></p> <p>_____ (Signature)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>
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