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# BENEFITS BULLETIN

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FOR CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT EMPLOYEES

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NEW EMPLOYEES 2009-2010

BENEFIT OPTIONS AND RATES

July, 2009

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## Welcome to Cypress-Fairbanks I. S. D.

We are delighted you have chosen to join us. We hope that you have a long and successful career here at Cypress-Fairbanks I. S. D. This *Bulletin* is being provided as an outline of the benefits program available to you as a newly-hired employee of Cypress-Fairbanks Independent School District.

PLEASE READ IMMEDIATELY.

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## Enrollment Overview

Your benefits are an important part of your overall compensation package and your selections can have a significant financial impact on you and your family. As a new employee you have an open eligibility period for a limited time (your first 31 days of employment). The **Benefits Bulletin** is being provided as an outline of the benefits program available to you as a newly hired Cypress-Fairbanks Independent School District employee. As a newly hired employee your enrollment eligibility period for benefits is limited. After reviewing the benefits information, if you have questions, please contact the plan's agents (contact information follows) or stop by the **Payroll Department at the Instructional Support Center, Entrance 3B**, for assistance.

For plan descriptions, agent contact information, and links to insurance companies and their provider networks go to **Your Benefit Station**, posted at [www.cfisd.net](http://www.cfisd.net) and located under Department/Insurance. **YOU ARE STRONGLY ADVISED NOT TO WAIT UNTIL THE LAST DAY TO ATTEMPT ENROLLMENT IN CASE YOU EXPERIENCE A SYSTEM PROBLEM.**

### **Enrollment DEADLINE: No later than 30 days after your first day of employment.**

- The system will automatically lock you out and terminate your rights to enroll if your selections are not properly entered on or before 30 days after your effective employment date.
- Failure to enroll now will cause you to forfeit your enrollment rights until the district's next annual enrollment period July, 2010.

### **Effective Date of Coverage**

- **FIRST DAY OF THE MONTH following the newly hired employee's first day of paid employment.**

### **Online Enrollment**

- Go to **benefitsCONNECT** on the district website at [www.cfisd.net](http://www.cfisd.net) posted under Department/Insurance.
- If you do not have Internet access, kiosk computers have been installed in every district facility for use by all employees, or you may come by the Payroll Department at 10300 Jones Road, Suite 328, and use the kiosk to enroll. Office hours are 7:30 a.m. - 4:30 p.m., Monday through Friday.

### **Electronic Banking / Pay Card**

- Paychecks may be electronically deposited into a bank account or a pay card may be issued.
- Complete the **BLUE** electronic banking form if you want your paycheck deposited into your personal bank account. Attach a voided check or deposit slip that includes your bank's tracking number and your account number.
- Complete the **SALMON** form for the pay card application. All fees associated with the pay card will be the responsibility of the employee.
- **Professional staff** paid on a semi-monthly basis will not receive a pay "stub." Payroll information must be obtained through the Online Employee Access Center (EAC) posted on the intranet at <http://inside.cfisd.net>.
- **Ancillary staff** paid on a bi-weekly basis will, for the time being, continue to receive a pay "stub" detailing their hours worked, payroll deductions, and net salary.

## **Employee Benefits Presentations, Meet the Agents Open House, and Online Assistance Schedule**

The following Presentation Meetings and Online Assistance sessions have been scheduled for your convenience. You and your spouse are invited to come by for a short presentation of our new medical plans and to meet with the district's Insurance Department staff members and the benefit plans' agent/representatives. We will be here to answer any questions you have about the available plans and to assist you with the online enrollment process.

All presentations and agent meetings will be held at: Instructional Support Center (ISC)  
10300 Jones Road  
Board Room (Enter at the Bell Tower Entrance)

Online Enrollment Assistance  
ISC – West (Labs on the Second Floor)  
10494 Jones Road @ Fallbrook  
(3 story building on the SE corner of Fallbrook)

When you enter the labs you should have all your plan selections made and all of your dependent and beneficiary information (Names, Dates of birth, social security numbers, addresses and phone numbers) with you.

### Saturday, August 22, 2009

Medical Plans Presentation	Board Room, ISC	8:00 a.m. – 8:45 a.m. (Enter at Bell Tower)
Meet the Agents	Board Room, ISC	8:45 a.m. - 10:30 a.m.
Online Enrollment Assistance	ISC-West, Labs 1 & 2 (2 <sup>nd</sup> floor)	9:00 a.m. - 11:30 a.m.

### Thursday, September 3, 2009

Medical Plans Presentation	Board Room, ISC	4:00 p.m. - 4:45 p.m.
Meet the Agents	Board Room, ISC	4:45 p.m. - 6:00 p.m.
Online Enrollment Assistance	ISC-West, Labs1 & 2 (2 <sup>nd</sup> floor)	4:30 p.m. - 6:30 p.m.

### Tuesday, September 8, 2009

Medical Plans Presentation	Board Room, ISC	4:00 p.m. - 4:45 p.m.
Meet the Agents	Board Room, ISC	4:45 p.m. - 6:00 p.m.
Online Enrollment Assistance	ISC-West, Lab 1 & 2 (2 <sup>nd</sup> floor)	4:30 p.m. - 6:30 p.m.

### Saturday, September 12, 2009

Medical Plans Presentation	Board Room, ISC	8:00 a.m. – 8:45 a.m.
Meet the Agents	Board Room, ISC	8:45 a.m. - 10:30 a.m.
Online Enrollment Assistance	ISC-West, Labs 1 & 2 (2 <sup>nd</sup> floor)	9:00 a.m. - 11:30 a.m.

**Note:** All new employees starting their contracts on August 17th will be automatically locked out of the *benefitsCONNECT*<sup>sm</sup> system at 4:00 p.m., Wednesday, September 16. This lockout will result in them forfeiting their right to enroll in the benefits plans as new employees. The next opportunity to enroll will be during the district's Annual Enrollment Period (July 1 – 31, 2010) for an effective date of coverage of September 1, 2010. **Do not wait until the last minute to enroll. There are no exceptions made for forfeiture of your rights resulting from your failure to enroll before your deadline.**

### Accessing *benefitsCONNECT* Online Enrollment System

- Review this *Bulletin* and choose your plan selections **before** accessing the *benefitsCONNECT* system.
- Access *benefitsCONNECT* online enrollment system via the district's website at [www.cfisd.net](http://www.cfisd.net).
- To access the system type in the district's web address: [www.cfisd.net](http://www.cfisd.net). From the **CFISD home page**, go to **Departments** and select **Insurance** from the drop down menu. On the **Insurance Department's web page** click on the **Access to benefitsCONNECT box**; click on the *benefitsCONNECT* icon.
- Review your "**Employee Guide for Online Benefit Enrollment**" **before** attempting to log in.
- To log into *benefitsCONNECT* the Human Resources Department will have to complete your basic new employee data. That should be completed by the time you sign your contract or within 5 days of the date you actually begin work. Note: If you attempt to log in and find that the system does not recognize you, try logging in again in a few days. If you are still unsuccessful call Human Resources at 281-897-4083.
- **Your Initial Login name:** Your **Username** is the first six (6) letters of your last name, followed by the first letter of your first name, followed by the last four (4) digits of your social security number. If your last name does not contain six letters, i.e. John Doe, your **Username** is doej + the last 4 digits of your social security number. (See page 4 of the Employee Online Enrollment Guide.)
- **Your initial Password** is your social security number, with no dashes or spaces.
- With your first successful login to *benefitsCONNECT* you will be instructed to change your password.

To enroll in the benefits plans **you have already chosen to participate in** you will need:

- The names of each plan you wish to enroll in. (See pages 9-15 of this *Bulletin*)
- For all dependents that you wish to enroll, you will need their names, social security numbers and dates of birth.

- For any life insurance beneficiary designations you wish to make for Basic and Supplemental Life insurance you will need your beneficiaries names, social security numbers, addresses and phone numbers.

## **GROUP MEDICAL INSURANCE PROGRAM ENROLLMENT OVERVIEW**

Cypress-Fairbanks Independent School District provides a group medical insurance plan which allows several options from which employees may choose. The district provides at no cost to all full-time and part-time employees a Basic Life Insurance Plan (\$15,000 Life; \$15,000 Accidental Death and Dismemberment). It provides to all full-time employees, at no cost, a Hospital Indemnity Plan. In lieu of the Hospital Indemnity Plan, employees may select participation in one of two major medical insurance plans, the CFISD Choice Fund HRA Plan or the CFISD KelseyCare HMO Plan. The district pays a portion of the cost for the participant's coverage; the employee pays the balance of the employee coverage plus any additional dependent coverage through payroll deduction. Below are instructions for enrollment.

**Enrollment Deadline:** ALL NEW EMPLOYEE ENROLLMENTS MUST BE COMPLETED THROUGH THE *benefitsCONNECT* ONLINE ENROLLMENT SYSTEM WITHIN 30 DAYS OF THE FIRST DAY OF PAID EMPLOYMENT.

**Effective Date of Coverage:** The effective date of coverage for employees' medical insurance is the first day of the month following their first day of paid employment. If the Online enrollment process is not completed within the enrollment deadline period, employees will be denied a plan selection. Full-time employees will be "defaulted" into the Hospital Indemnity Plan if their enrollment is not completed within 30 days of their first day of paid employment. Their next opportunity to enroll will be during the district's Annual Enrollment Period, July 1 – July 31, for a September 1 effective date.

**Part-Time Employees:** Part-time employees who work at least fifteen (15) hours a week are eligible to participate in the CFISD Choice Fund HRA Plan or the CFISD KelseyCare HMO Plan. Part-time employees are not eligible for the Hospital Indemnity Plan. The district pays a portion of the cost for the participant's coverage; the employee pays the balance of the employee coverage plus any additional dependent coverage through payroll deduction. Part-time employees are also eligible to participate in the dental, supplemental life, disability and cancer insurance plans, and both of the tax-deferred investment programs. All benefit premiums must be collectible from an employee's usual income. **If an employee's gross income is not sufficient to pay the cost of the benefit plans that have been selected, the benefits will be reduced or canceled. Income MUST be sufficient to cover all premiums through payroll deductions.**

**Termination of Insurance Coverage upon Termination of Employment:** All employee benefits coverages are terminated on the last day of the month of the employee's last day of paid employment.

Texas Legislature H.B 973 "entitles employees of school districts to remain on the district's group health insurance coverage through the summer months if their resignation was effective after the last day of an instructional year. This bill also prohibits the school district and the Teacher Retirement System from diminishing or eliminating the amount of a contribution or salary supplementation available to an employee under Chapter 1579 (Texas School Employees Uniform Group Health Coverage) or Chapter 1581 (Employee Expenditures for School Employee Health Coverage Plans), Insurance Code, as long as the employee is eligible to participate or enroll in the group health insurance plan."

This bill entitles an employee of the district who resigns or retires after the last day of the instructional year (June 2, 2010) to continue their major medical insurance through August 31, 2010. Because most employees resigning during the summer are paid only through June or July, the additional premiums needed to provide the added coverage will be deducted from the resigning employees' final paychecks. COBRA notices and Certificates of Coverage will be automatically mailed to the resigning employees in mid-August.

Prospective TRS retirees are advised to consult with TRS about enrollment eligibility if they are planning to enroll in the TRS-Care medical plan upon their retirement.

**Payroll Deductions:** One half of the total monthly premiums for all employee benefits selected (medical, dental, disability, supplemental life, and cancer insurance) is deducted each pay period. **If an employee's gross income is not sufficient to pay the cost of the benefit plans that have been selected, the benefits will be reduced or canceled.**

**Note:** Some employees (i.e., food service personnel, eleven-month custodians, bus drivers, security personnel, etc.) do not receive paychecks year round. Employees who do not receive twenty-four (24) checks per year will have additional Pre-Paid Insurance Premium (PIPs) deductions, for a portion of their expected summer premiums, deducted from their paychecks from mid-September through June.

**Pre-Existing Condition Limitations:** No pre-existing condition limitations or exclusions apply to the CFISD Choice Fund HRA Plan or the CFISD KelseyCare HMO Plan.

**Dependent Coverage:** Coverage for dependents is available; their coverage may be selected at the time of the employee's initial enrollment. Adding dependent coverage after the first thirty-one (31) days of employment is contingent on IRS code Section 125C regulations and "Special Enrollment Events" as outlined below.

**Eligible Dependents Include:** your spouse, your unmarried, *dependent* child or grandchild from birth to age 25, and children of your covered dependent children. **A child is:** your biological child, your stepchild, your adopted child, or a child placed for adoption with you; or any child who is related to you by blood or marriage who is primarily dependent on you for care and support, and lives with you in a parent/child relationship. You must show evidence that the child is a dependent on your federal income tax return.

**A newborn, adopted, or foster child** must be officially added to the employee's coverage to insure benefits coverage from the date of birth or placement. **An insurance plan change officially adding the child must be submitted by the employee to the district's Payroll Department within thirty-one (31) days of the child's birth or placement to ensure coverage. Proof of birth, adoption, or foster child placement in the home is required.** Coverage is retroactive to the date of birth or placement.

**A new spouse** has an open eligibility period for thirty-one (31) days from the date of marriage to be added as a dependent on the insurance plan. Proof of marriage is required. Coverage is the first day of the month following the date of marriage. Beyond the thirty-one (31) day eligibility period, the spouse's addition is restricted by IRS code 125C regulations and "Special Enrollment Events" as outlined below.

### ***Texas State House Bill 1440 – News about Dependent Children and Grandchildren***

*House Bill 1440 affects employees with unmarried, dependent children and/or dependent grandchildren. The law requires group health plans to make coverage available to unmarried, dependent children up to age 25, regardless of their student status. The district will no longer require evidence of full-time student status in order to continue your dependent child's coverage under the plan. However, evidence of full-time student status will be accepted to verify a child's dependency. **NOTE:** Evidence of dependency may be required at anytime a claim is incurred for a dependent child age 19 to 25.*

*Grandchildren also benefit from this law. Employees desiring to add unmarried, dependent grandchildren to their coverage may do so only after providing evidence of dependency. Children of an employee's unmarried, covered dependent child will continue to be eligible for coverage immediately from his or her date of birth. Other grandchildren must satisfy eligibility criteria as outlined below. However, once a grandchild is covered, the employee does not need to show evidence of continued dependency unless there is a break in coverage.*

*The district will use the Internal Revenue Service (IRS) dependency tests as a guideline to determine a child's or grandchild's eligibility for coverage under the district's group health plan. The tests are effectively the same that would be used to determine if the child is eligible to be claimed as a dependent exemption for income tax purposes. The tests may be found in the IRS Publication 501 found on their website, [www.irs.gov](http://www.irs.gov).*

*To be eligible for coverage a child or grandchild must satisfy all of the following criteria.*

- ◆ *Member of Household or Relationship Test - The child must live with the employee during the year as a member of the employee's household. An exception to this rule is a temporary absence, or a child of divorced parents.*
- ◆ *Citizen or Resident Test – See current IRS regulations*
- ◆ *Joint Return Test - The child may not file a joint tax return*
- ◆ *Gross Income Test - See current IRS dependent regulations.*

- ◆ *Support Test - The employee must provide more than half the child's total support during the calendar year.*

**Special Note:** *An employee may be required to verify compliance with all the criteria by signing a notarized affidavit attesting to the dependent status of a child. Additionally, an employee will be required to sign an IRS Form 8821, Tax Information Authorization form.*

**Special Enrollment Events:** *The Health Insurance Portability and Accountability Act of 1996 (HIPAA), gives you and your family special health insurance enrollment rights. In addition to making mid-year changes because of family status changes described above, if you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself and/or your dependents in a district medical plan, provided that you request enrollment within thirty-one (31) days after your other coverage ends. This special enrollment right generally is available only if the other coverage is lost because it is no longer available (and not lost because of failure to pay for it or for cause, such as making a fraudulent claim). You are not required to elect COBRA coverage in order to have a special enrollment right; however, if you do elect COBRA coverage, you must continue it for the entire period it is available to you in order to preserve these special enrollment rights. In addition, if you acquire a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents (including your spouse), provided that you request enrollment within thirty-one (31) days after the marriage, birth, adoption, or placement for adoption. The new coverage will be effective retroactively to the first of the month following the cancellation of the former coverage. **Note:** You and your dependents will not have to show evidence of good health at the time of enrollment.*

**Health/Pharmacy/Dental Identification Cards:** All health insurance identification cards, pharmacy cards, and dental insurance identification cards are mailed to the employee participant's home address directly from the insurance company. New employees should receive their identification cards within thirty (30) days of their plan enrollment. **Special Note: If you change your address, go Online to the Employee Access Center at <https://app.cfid.net/eac/login.aspx> to update your personal information. Our personnel database is used to transmit participants' eligibility and address information to the insurance companies.** An employee may order additional identification cards through their plan's Customer Service number or on their websites.

**Claims:** Claim forms for the CFISD Choice Fund HRA Plan, the PTRx Prescription Drug Reimbursement, the Hospital Indemnity Plan, the Unum Disability Plan, and the Indemnity Dental Plan are available on the CFISD Insurance Department webpage link for "Your Benefit Station."

**Naming a Beneficiary:** When enrolling for benefits you will be asked to name your beneficiary(ies) for Basic and Supplemental Life insurance, benefits of \$15,000 up to \$250,000, depending on your selection. The Basic Life benefit is assignable and is very often used to pay the deceased employee's funeral expenses. To do that the primary beneficiary assigns, or authorizes, the life insurance company to pay the submitted funeral expense invoice, before distributing the remaining benefit proceeds to him/her.

The following article is very informative. Although it was written by the Teachers Retirement System of Texas (TRS) with your TRS pension benefits in mind, the issues mentioned may be applicable whenever you are considering naming a minor child as a beneficiary for *any* benefit or asset you own. An assignment of benefits for funeral expenses, as mentioned above, is not permitted when a minor has been named as the primary beneficiary. Also, a large sum of life insurance proceeds may not be what a parent would want their ex-spouse, as the sole surviving parent and guardian of the child, to receive; or the child to receive automatically at the age of 18, the age of majority in Texas. We encourage you to consult an attorney if these issues are of concern to you. The following is re-printed with permission from the Teachers Retirement System (TRS) of Texas

*"Considerations before naming a minor child as a beneficiary"*

*"Designating a beneficiary to receive your TRS benefits can be one of the most important things you do as a member. Because this decision is such a personal one, TRS encourages you to carefully consider your options to ensure that your decision best serves your interests--particularly when designating a minor child.*

*While the law provides members with an option to name minor children as their beneficiaries, the benefit must be paid to an adult on behalf of the minor child. Complications sometimes arise that prevent the member's wishes from being carried out when the benefit cannot be paid directly to a minor.*

*If you, as a member, designate a minor child as your beneficiary, TRS cannot make benefit payments directly to that child if he or*

*she is less than 18 years of age. In Texas, unless a guardian of the estate has been appointed for a minor child, the surviving parent may receive the benefit on behalf of the child.*

*Establishing a guardianship for a minor child requires a legal proceeding in which the court appoints the guardian and issues letters of guardianship. After presenting the letters of guardianship, the guardian with authority over the child's estate may receive the TRS benefit on behalf of a child. While naming a guardian in your will gives notice to the court of your desire to have a specific individual named, your will alone does not establish that guardian of your child's estate. Laws in other states may differ from those in Texas.*

*TRS members should also carefully consider the unintended consequences of naming an adult friend or relative with the intent that this person will distribute the benefit to a minor child. When an adult is named individually, TRS will pay the benefit to the individual using that person's Social Security number. All the tax consequences become the responsibility of the named beneficiary. You should also consider what could happen if that person is injured or killed before the benefit is distributed to your child. While the person you designate might follow through with your request to distribute the benefit to your child, there is no legal obligation to do so. If that person is incapacitated and a guardian is appointed, or if that person dies and an executor is appointed, the guardian or executor would be legally obligated to use the proceeds for the benefit of the beneficiary or the beneficiary's estate.*

*Also consider the risk, even if it may appear minimal, that the person you designate may not follow through with your request. These unintended consequences become real-life dilemmas that only a court of law - not TRS - may resolve.*

*Complications may also arise if multiple beneficiaries are involved. For example, death benefits paid on behalf of an active member include an option of a lump sum payment and for certain beneficiaries, survivor benefits. The lump sum amount is equal to twice the member's annual rate of compensation up to a maximum of \$80,000. Survivor benefits for a spouse or minor child usually include a smaller lump sum amount of \$2,500 and a monthly annuity. When adults and a minor child are named as joint beneficiaries, the adult beneficiary may have to make a difficult choice. The child may receive the child's portion of the \$2,500 benefit plus a monthly annuity which is paid until the child reaches age 18, while the adult beneficiaries may only be eligible to receive their portion of the smaller \$2,500 lump sum benefit. For the adult, their portion of the lump sum benefit may be greater than their portion of the smaller \$2,500 benefit. But for the child, the smaller portion of the \$2,500 benefit plus the monthly annuity may be the greater benefit. Adult joint beneficiaries must elect the smaller survivor benefit in order to allow a minor child to receive the annuity.*

*If you wish to name a minor child as a beneficiary, TRS encourages you to consider seeking legal advice to fully understand the options available to you. Your attorney can advise you regarding methods of designating a beneficiary that will legally obligate the adult you select to act for the benefit of your child with regard to TRS benefits.*

*You may want to consider establishing an inter vivos or testamentary trust for the benefit of your minor child and designating the trust as the beneficiary of your TRS benefits. By doing so, you can determine who will manage the benefit paid on behalf of your child. Please keep in mind that if you name a testamentary trust (one established in your will) your estate must be probated in a way that allows TRS to pay the benefits in this manner. You may also want to talk with your attorney about making a designation under the Texas Uniform Transfer to Minors Act. This act allows you to designate a custodian to receive the benefit on behalf of a child under the age of 21."*

## Insurance/Benefits Contact Information

The district's Insurance and Payroll Departments staffs are available to assist you concerning your insurance or benefit coverage questions and concerns. The Insurance and Payroll Departments are located in the Instructional Support Center (North), 10300 Jones Rd., phone, (281) 897-3882. Additional assistance with your plan selections may be received by contacting the following companies directly or by visiting the Insurance Department website. The website has links to each health plan administrator. You can also locate a network physician or other network healthcare provider through the website links.

**Health Insurance Plans – Information also available on Cypress-Fairbanks ISD website, [www.cfisd.net](http://www.cfisd.net)**

**CIGNA HealthCare Pre-Enrollment Information Line toll free (for assistance in deciding on a medical plan) Available through June, 2010**

**1-800-401-4041**

CFISD Choice Fund HRA Plan (Customer Service)

1-800-244-6224

Visit [www.cigna.com](http://www.cigna.com) for additional information and network provider directories.

CFISD KelseyCare HMO Plan

1-800-244-6224

Visit [www.cigna.com](http://www.cigna.com) for additional information and network provider directories.

Hospital Indemnity Plan (The district's Insurance and Payroll Departments)

281-897-3882

PTRx, Inc. Pharmacy Plan (Customer Service)

1-877-469-7879

Visit [www.ptrx.com](http://www.ptrx.com) for additional information.

### Basic & Supplemental Life Insurance

First Harbor Group (Debora Taylor, Account Manager) [dtaylor@firstharbor.com](mailto:dtaylor@firstharbor.com)

281-807-8633

### Dental Plans:

Assurant Indemnity Dental Plan (Ed Station, Agent) [Estationins@aol.com](mailto:Estationins@aol.com)

281-333-9792

Also (Audrey Ayers, Agent) [audreyins@aol.com](mailto:audreyins@aol.com)

281-333-9792

PrePaid Heritage DHMO Dental Plan (Ed Station, Agent) [Estationins@aol.com](mailto:Estationins@aol.com)

281-333-9792

Also (Audrey Ayers, Agent) [audreyins@aol.com](mailto:audreyins@aol.com)

281-333-9792

MSofA Dent-All -Discount Plan (Wes Ryan, Agent) [wryaninsurance@hotmail.com](mailto:wryaninsurance@hotmail.com)

281-894-5080

QCD of America (Member Services)

[www.qcdofamerica.com](http://www.qcdofamerica.com)

1-800-229-0304 ext 20

### Disability Insurance Plan

UNUM Disability Plan (Ed Station, Agent)

[Estationins@aol.com](mailto:Estationins@aol.com)

281-333-9792

Also (Audrey Ayers, Agent)

[audreyins@aol.com](mailto:audreyins@aol.com)

281-333-9792

### Cancer & Specified Disease Insurance

Underwritten by Humana Insurance Company (Lou Moore, Agent) [ritagmoore@yahoo.com](mailto:ritagmoore@yahoo.com) 281-380-1488

### Tax-Deferred Investments

For the 403 (b) program call the district's Payroll Department

281-517-6050

For the list of TRS certified investment companies access the TRS website at [www.trs.state.tx.us](http://www.trs.state.tx.us)

For the 457 plan contribution forms call the Finance Department at

281- 897-4020

## DISTRICT - PROVIDED BENEFITS

### **"Premium Only Plan" (POP), as defined under section 125C of the Internal Revenue Code of 1954**

Participation in the plan provides the employee the opportunity to purchase most employee benefits offered by the district with pre-tax dollars. Payroll deductions for the medical, dental, supplemental life up to \$35,000, and cancer and specified disease plans are subtracted from the employee's gross income **before** the federal withholding tax is calculated. This reduces the total taxable portion of the employee's salary, resulting in lower tax withholding, and thereby increasing the employee's take-home pay. Although the resulting "pre-tax" savings are a benefit to most, **the plan does impose some restrictions**. For additional detail see page 14. **RESTRICTIONS:** *Employees are restricted from making any changes in their benefit selections until the plans' anniversary dates (September 1); unless they experience a qualified change in their family's status due to a spouse losing or gaining employment, addition or loss of a dependent, a divorce or marriage, etc. Any changes desired at those times must be consistent with and on account of the change. Documentation of the "change of status event" must be received within 30 days of the qualifying change of status' event date. The new coverage will be effective retroactively to the qualifying event date or the first day of the month following the qualifying event date, whichever is most appropriate for the event.*

**Plan Year:** September 1 through August 31

### **Basic Life Insurance and Accidental Death & Dismemberment (AD&D)**

A district-paid benefit, underwritten by Fort Dearborn Life Insurance Company, available to all qualified full-time and part-time employees. Benefit: \$15,000.00 life insurance with an additional \$15,000.00 accidental death and dismemberment (AD&D) insurance for those under age 65; \$9,750 for 65-69; \$7,500 for 70+. Effective date of coverage is the employee's first day of paid employment, if the employee works his/her regular work schedule that day, or the first day the employee works following that date, whichever is later.

**Beneficiary designation is made on the *benefitsConnect Online enrollment system*.** Information about Supplemental Life insurance, available up to \$235,000, can be found under Optional Employee-Paid Benefits below.

### **Group Medical Insurance Plans**

**Employee Enrollment - Mandatory for all full-time (35 hours per week or more) employees.** *A full-time employee (35+ hours per week) will automatically be defaulted into the Hospital Indemnity Plan if an enrollment into one of the 2 major medical plans is not complete prior to enrollment deadline.*

**Effective Date:** First day of the month following the first day of paid employment

**Dependent Enrollment Eligibility Period:** First 31 days of employment

**Eligibility:** All permanent full-time (35 hours a week) and part-time (15 hours a week minimum) employees

**Anniversary Date:** September 1 of each year

**Annual Renewal Period:** July 1 – July 31 prior to plan's anniversary date. Dependent coverage is available. Changes in coverage selection for Premium Only Plan participants (see above) are **only available** upon a qualifying event, as defined by IRS Code 125C, or at the plan's anniversary date, September 1, each year.

Following is a brief summary of each plan. For more comprehensive information about the district's group medical insurance plans go to "Your Benefit Station" linked to the district's Insurance Department web page at:

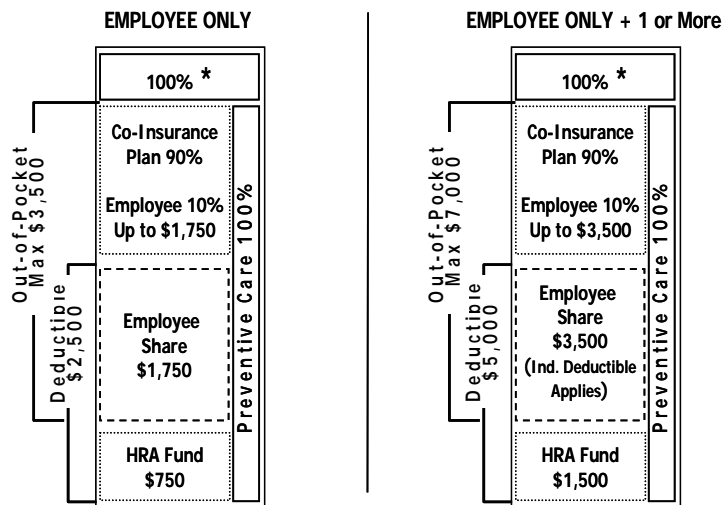
[www.cfisd.net/dept2/insur/egmi.htm](http://www.cfisd.net/dept2/insur/egmi.htm).

### **CFISD Choice Fund HRA Plan**

A major medical plan offering the option of using the services of a network of contracted physicians, hospitals, and other medical service providers (See the *CIGNA HealthCare Open Access Plus (OAP) ONLY Directory*; also available through "Your Benefit Station" at the CFISD Insurance Department webpage at [www.cfisd.net/dept2/insur/egmi.htm](http://www.cfisd.net/dept2/insur/egmi.htm) ) who have agreed to provide their services and facilities at a reduced cost to plan participants. The plan is a traditional high-deductible plan designed to encourage members to insist on quality and value, look for the best prices (use Cigna's OAP In-Network Providers), and make informed decisions about their health care. The plan encourages preventive health care services and wellness by providing 100% coverage for preventive care for all members as recommended by the American Medical Association; while at the same time, promoting good consumerism and awareness of the actual costs incurred for medical services. The annual deductibles are \$2,500 for Individual; \$5,000 for family. From the deductible the plan automatically pays the first \$750 (\$1,500 for Family coverage) of medical care incurred in the plan year, September 1 through August 31 from the Health Reimbursement Account (HRA). After the HRA has been expended the individual

out-of-pocket deductible is the next \$1,750. Co-insurance is 90%/10% to a maximum out-of-pocket of \$3,500 for the individual; \$7,000 for family. By selecting this option, employees have complete freedom in choosing physicians and medical facilities whenever in need of care. If an employee chooses medical care providers Out-of-Network (outside of the Cigna OAP provider network), deductibles (an additional \$2,500), co-insurance (50%/50%), out-of-pocket expenses, etc. are higher.

### CFISD Choice Fund HRA Plan Components



Charts represent In-Network Coverage Levels only.

\* PTRx Pharmacy Plan Co-Pays are not Applicable to Plan Deductible or Maximum Out-Of-Pocket expenses

	In Network (OAP)	Out of Network
CFISD HRA FUND CONTRIBUTION	EMPLOYEE ONLY COVERAGE - \$750	EMPLOYEE + 1 or MORE \$1,500
Deductible **	Accumulated during Plan Year 9/1/09 -8/31/10	
EMPLOYEE ONLY	\$2,500 Individual	\$ 5,000 Individual
EMPLOYEE + 1 or MORE	\$5,000 Family	\$10,000 Family
Max Out-of-Pocket **	Accumulated during Plan Year 9/1/09 -8/31/10	
EMPLOYEE ONLY	\$3,500 Individual	\$ 7,000 Individual
EMPLOYEE + 1 or MORE	\$7,000 Family	\$14,000 Family
Preventive Care	100%, no deductible (Does not reduce HRA Fund)	IN-NETWORK COVERAGE ONLY
Office Visits	10% after deductible	50% after deductible
Inpatient Hospital	10% after deductible	50% after deductible
Outpatient Hospital	10% after deductible	50% after deductible
Emergency Room/Urgent Care	10% after deductible	10% after deductible (except if not true emergency; then 50% after deductible)

\*\* **SPECIAL NOTE:** All annual deductibles and maximum out-of-pocket limits for In-Network and Out-of-Network ARE MUTUALLY EXCLUSIVE. **Plan Year Deductible (9/1/09 – 8/31/10) - Non-Collective Family Deductible:** Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance. If the family deductible has been met prior to their individual deductible being met, their claims will be paid at the plan coinsurance.

**Plan Year Maximum Out-of-Pocket (9/1/09 – 8/31/10) Non-Collective Family Out-of-Pocket Maximum:** Family members meet only their individual out-of-pocket maximum and then their claims will be covered at 100%. If the family out-of-pocket maximum has been met prior to their individual out-of-pocket maximum being met their claims will be paid at 100%.

### CFISD Choice Fund HRA Plan Monthly Premium Rate

Monthly Rate Coverage	Full-Time (7+ hours day)	Part-Time (3-6 hours day)
Employee Only	\$104.00	\$104.00 (same as for full-time)
Employee & Child(ren)	230.00	293.00
Employee & Spouse	320.00	383.00
Employee & Family	550.00	653.00

### CFISD KelseyCare HMO Plan

A membership option which provides pre-paid benefits through the CIGNA *KelseyCare Provider Network*. (See "Cigna *KelseyCare Provider Directory* ; also available through "Your Benefit Station" at the CFISD Insurance Department webpage at [www.cfisd.net/dept2/insur/egmi.htm](http://www.cfisd.net/dept2/insur/egmi.htm)). All members will need to select a Kelsey-Seybold facility within the KelseyCare Network at the time of enrollment. If you do not select a Kelsey-Seybold provider, your care will be defaulted to the Kelsey-Seybold Clinic and doctors at the Cypress Clinic (1960 @ Wortham). However, members can use any Kelsey-Seybold doctor, anytime, at any location. KelseyCare specialist care can be arranged by the member directly; no referral is needed. Co-payments are \$25.00 for PCP office visits, \$35.00 for specialists office visits; \$500 for hospitalizations. This plan requires no annual deductibles or claim filing. Dependent coverage is available.

## CFISD KelseyCare HMO Plan (Continued)

Monthly Rate Coverage	Full-Time (7+ hours day)	Part-Time (3-6 hours day)
Employee Only	\$150.00	\$150.00 (same as for full-time)
Employee & Child(ren)	350.00	413.00
Employee & Spouse	420.00	483.00
Employee & Family	720.00	823.00

**Prescription Drug Benefit: Administered by PTRx, Inc:** The PTRx Prescription Drug Benefit is provided for both the above CFISD Choice Fund HRA Plan and the CFISD KelseyCare HMO Plan. Separate ID cards are issued directly from PTRx and mailed to the employees' homes within 30 days of their online enrollment.

Co-Pays are:	30 Day Supply Retail	90 Day Supply by Mail
Generic	\$10.00	\$ 0
Brand	\$30.00	\$60.00
Specialty Drugs #	\$30.00 #	\$30.00 # (30 day supply ONLY)

# **Special Note about Specialty Drugs:** Specialty Drug are only available for a 30 day supply. For a Specialty Drug listing go to: [http://www.cfisd.net/dept2/insur/egmi\\_ptrx.htm](http://www.cfisd.net/dept2/insur/egmi_ptrx.htm). Additionally, the plan does not cover "life style drugs". These include Cialis, Edex Kir, Letairis, Levitra and Viagra.

## Hospital Indemnity Plan (or Default Plan)

A district paid cash indemnity plan provided as an alternative benefit available to those full-time employees who have major medical insurance elsewhere. The alternative benefit is a cash indemnity plan that will pay \$100.00 a day for each day confined in a hospital to a maximum payable benefit of \$1,000.00 per hospital confinement, regardless of any other insurance the employee may have. *No benefit will be paid for confinements of three (3) days or less.* The Hospital Indemnity Plan is provided at no cost to full-time employees only; no dependent coverage is available. By choosing the Hospital Indemnity Plan, the employee is declining major medical health insurance coverage. (See "Special Note for those Considering the Hospital Indemnity Plan" below.)

Monthly Rate Coverage	Full-Time (7+ hours day)	Part-Time (3-6 hours day)
Employee Only	\$ 0.00	Not Available

### SPECIAL NOTE FOR THOSE CONSIDERING THE HOSPITAL INDEMNITY PLAN:

All full-time employees considering enrolling in the Hospital Indemnity Plan should be fully aware of the following: **The Hospital Indemnity Plan is not medical insurance.** This plan is intended for those employees who have their major medical insurance needs covered by their spouse's employer's plan. Some employers **will not insure or will reduce their benefits for** a working spouse if that working spouse has declined his or her own employer's major medical coverage. **You are declining major medical insurance coverage by selecting the Hospital Indemnity Plan.** You are strongly urged to consult your spouse's insurance administrator before making this selection. If you lose your other coverage through no fault of your own, you and your dependents may be eligible to enroll in a district health plan (the CFISD Choice Fund HRA Plan or the CFISD KelseyCare HMO Plan) if all of the following apply; 1) you lost your coverage because of "qualified change in family status" and you present evidence of that change; 2) you can also show evidence that you had other coverage when you initially enrolled, or subsequently remained enrolled in the Hospital Indemnity Plan during an annual enrollment period; 3) you apply for coverage **within 30 days** of your loss of coverage. (Your spouse's plan's Annual Enrollment Period benefit changes or premium rate increases WILL NOT QUALIFY you to change your Cy-Fair ISD plan selection) **You and your dependents will not have to show evidence of good health at the time of enrollment. No pre-existing condition limitations or exclusions apply to Cy-Fair ISD's medical insurance plans.**

## OPTIONAL EMPLOYEE-PAID BENEFITS

The following additional benefits are available to qualified Cypress-Fairbanks I.S.D. employees. They have been selected after a review of several programs available for the variety of services offered, financial rating, cost to employees, and

management philosophy. These plans are made available to employees at group rates to be paid through payroll deductions. Please read the materials and investigate the programs carefully before you decide to join. These are private business operations and the district assumes no responsibility nor can it guarantee the plans' performance. The final selection to participate in any of these optional benefit plans is the sole responsibility of the employee.

## Supplemental Group Term Life

Available to all full-time and part-time employees covered by the district provided Basic Life Insurance benefit. Coverage is

available in addition to the district paid \$15,000 Life and AD&D benefit for up to \$235,000.

**Underwritten by:** Fort Dearborn Life Insurance Company

**Agent:** Debora Taylor, Account Manager 281-807-8633 or email [dtaylor@firstharbor.com](mailto:dtaylor@firstharbor.com)

**Enrollment Eligibility Period:** First 31 days of employment; effective the first day of paid employment, the date you enroll, or the date approved by the insurance company, whichever is later.

**Annual Enrollment Period:** July 1 – 31 prior to plan's anniversary date

**Anniversary Date:** September 1 of each year

**Forms Required:** Evidence of Insurability for coverage greater than \$85,000.

**Additional Highlights of the Plan:**

**Monthly Rates by Payroll Deduction** - determined by age as of September 1. Premium rate increases resulting from aging are effective September 1 of each year.

**Guarantee Issue up to \$85,000** (no health questions to answer) for those enrolled within 30 days of their initial eligibility date. Late entrants, those applying for coverage after their initial 31 day eligibility period and during future Annual Enrollment Periods, must complete an Evidence of Insurability (EOI), a health questionnaire, and be approved for the coverage by the insurance company.

**Conversion Privilege** is available if employment is terminated or eligibility ends for any reason.

**Accelerated Death Benefit** of up to 50%, to a maximum of \$100,000, is available for the terminally ill employee with a life expectancy of 12 months or less.

**Waiver of Premium** – The benefit continues with no additional premium if the insured becomes totally disabled. The term of the continued coverage is based on the age of the employee at the time the disability commences.

**Rate guarantee.** The rates below are guaranteed through August 31, 2011.

**Pre-tax premiums for coverage up to \$35,000.** Premiums for coverage over \$35,000 will be split between pre-tax and taxable deductions. (i.e. Coverage of \$85,000 will have premiums for the first \$35,000 deducted from gross income on a pre-tax basis. The premiums for the remaining \$50,000 of coverage will be deducted after federal withholding taxes are deducted from gross income.)

**Coverage greater than \$85,000 will require the employee to submit an Evidence of Insurability (EOI) form.** The EOI questionnaire will have to be approved by the insurance company. Because the EOI form contains the applicant's personal and private health information the form needs to be printed from the benefitsConnect system and mailed to **First Harbor Group, Att: CFISD Life Enrollment, 8588 Katy Freeway, Suite 101, Houston, TX 77024.** DO NOT SEND THE EOI FORM TO THE PAYROLL DEPARTMENT.

## Supplemental Life Insurance Monthly Premium Rates

AGE	PRE-TAX PREMIUMS		AFTER-TAX PREMIUMS							
	\$15,000	\$35,000	\$45,000	\$55,000	\$65,000	\$75,000	\$85,000	\$135,000	\$185,000	\$235,000
<35	\$0.54	\$1.24	\$1.58	\$1.94	\$2.28	\$2.64	\$2.98	\$4.74	\$6.48	\$8.24
35 TO 39	\$0.66	\$1.54	\$1.98	\$2.42	\$2.86	\$3.30	\$3.74	\$5.94	\$8.14	\$10.34
40 TO 44	\$1.32	\$3.06	\$3.92	\$4.80	\$5.66	\$6.54	\$7.40	\$11.76	\$16.10	\$20.46
45 TO 49	\$1.84	\$4.28	\$5.50	\$6.72	\$7.94	\$9.16	\$10.38	\$16.48	\$22.58	\$28.68
50 TO 54	\$3.02	\$7.04	\$9.06	\$11.06	\$13.08	\$15.08	\$17.10	\$27.14	\$37.20	\$47.24
55 TO 59	\$4.58	\$10.68	\$13.74	\$16.78	\$19.84	\$22.88	\$25.94	\$41.18	\$56.44	\$71.68
60 TO 64	\$7.98	\$18.60	\$23.90	\$29.22	\$34.52	\$39.84	\$45.14	\$71.70	\$98.24	\$124.80
65 TO 69	\$15.30	\$35.70	\$45.90	\$56.10	\$66.30	\$76.50	\$86.70	\$137.70	\$188.70	\$239.70
70 +	\$24.60	\$57.40	\$73.80	\$90.20	\$106.60	\$123.00	\$139.40	\$221.40	\$303.40	\$385.40
←---GUARANTEED ISSUE - FOR NEWLY HIRED EMPLOYEES ONLY---→ NO HEALTH QUESTIONS TO ANSWER								<b>EVIDENCE OF INSURABILITY REQUIRED</b>		

## Disability Insurance

Disability insurance insures your salary in the event you become disabled and unable to work. Disability due to **pregnancy** or complications of pregnancy are **covered on the same basis as a sickness**. Benefits may be purchased for up to 66% of your monthly earnings, to a maximum monthly benefit of \$7,500. Guaranteed issue at the time of initial eligibility (subject to a 12 month pre-existing condition exclusion). Rates are dependent on benefit level, waiting period, and plan selections.

Optional employee-paid benefit available to all employees working 15 or more hours a week.

**Underwritten by:** Unum Life Insurance Company of America

**Agents:** Ed Station, phone: (281) 333-9792; e-mail: [Estationins@aol.com](mailto:Estationins@aol.com)

Audrey Ayers, phone: (281) 333-9792; e-mail: [audreyins@aol.com](mailto:audreyins@aol.com)

**Enrollment Eligibility Period:** First 31 days of employment; coverage effective 1st of month following enrollment.

**Guarantee Issued** (no health questions to answer) for those enrolled within 30 days of their initial eligibility date.

**Pre-existing Condition Limitation:** The plan will not cover any disability that begins in the first 12 months after your effective date of coverage that is caused by, contributed to, or resulting from a pre-existing condition. **Pre-existing condition** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage. **CAUTION:** If you think you are or will be pregnant on your effective date of coverage know that this pre-existing condition limitation may exclude benefits for this pregnancy.

**Annual Enrollment Period:** July 1 – 31 prior to plan's anniversary date

**Anniversary Date:** September 1 of each year

**Disability Plan Options and Monthly Rates by Payroll Deduction – rates guaranteed through 8/31/2010**

**Plan A** (Pays to age 65 for both injury and illness disability) \$5.94 - \$338.25

**Plan B** (Pays to age 65 for injury disability; pays for 5 years for illness disability) \$5.32 - \$301.50

**Elimination Periods (waiting periods) Available:** 0 Day Accident/7 Day Illness; 14 Day Accident/14 Day Illness; 30 Day Accident/30 Day Illness. - **On the first day of inpatient hospital confinement, the remainder of the elimination period will be waived.**

**SPECIAL NOTE:** The Human Resources Department must have entered your annual salary into the Payroll system before you will be able to select a monthly disability benefit at the time of your enrollment. If you have trouble enrolling or selecting a benefit level please call 281-897-3882.

## Cancer & Specified Disease Insurance

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees. The cancer plan pays cash benefits directly to the covered employee when services are received for treatment of cancer or other diseases specifically covered by the policy. **The plan includes an annual Wellness Benefit payable up to \$100 for cancer screening tests such as mammogram, Pap test, chest X-ray, prostate screen, etc.** The policy pays in addition to and without regard to any major medical insurance the employee may have. Coverage is available for dependents. Employees having a family history of cancer or a personal life-style risk (smoking or other exposure) might want to consider this policy. The policy does require that the applicant be approved by medical underwriting after answering a few medical questions on the application. The application must be printed from the *benefitsConnect* online enrollment system. Since the application has personal and private health information **DO NOT SEND THE APPLICATION TO THE PAYROLL DEPARTMENT.** Mail the application to **Bay Bridge Administrators, LLC, Attn: Underwriting, P.O. Box 161690, Austin, TX 78716.**

**Underwritten by:** Humana Insurance Company (New plan effective September 1, 2009)

**Agent:** Lou Moore, phone: (281) 380-1488; e-mail: [ritagmoore@yahoo.com](mailto:ritagmoore@yahoo.com)

**Enrollment Eligibility Period:** First 31 days of employment; coverage effective 1st of month following insurance company approval of application.

**Annual Enrollment Period:** July 1 – 31 prior to plan's anniversary date.

**Anniversary Date:** September 1 of each year.

## Cancer & Dread Disease Plan Monthly Rates by Payroll Deduction

“Age Rated” premiums dependent on benefit plan and options selected. \$9.47 - \$118.39

**“Age Rated” explanation** – Premiums for this policy are calculated at the employee’s age at issue classification as of the effective date of the policy. You lock in your age class for the life of the policy. The premiums for this policy and rider, if selected, may change, but will not change because you attain the next premium rate age classification.

## Dental Plans

### Assurant Indemnity Dental Plan with Vision Discounts

Optional employee-paid benefit available to all employees working 15 or more hours a week.

**Administered by:** Assurant Benefits Insurance Co.

**Plan Type:** Dental insurance plan allowing **freedom to choose** your own dental providers; Optional Preferred Provider Organization (PPO) through Dental Health Alliance (DHA) if member wishes to utilize the provider network.

**Maximum plan year (September 1 – August 31) benefit** is \$1,750

**Plan Year Deductible** for Type II and III services is \$50.

#### Co-Insurance Percentage:

Type I (Preventive Dental Services) = 100% No waiting period for services

Type II (Basic Restorative Services) = 80% No waiting period for services

Type III (Major Dental Services) = 50% May require 6-24 months waiting period

Orthodontic Dental Services (Only for children under age 19) – Requires 24 month waiting period

**Vision Benefits:** Service discounts offered by VSP Access Plan.

**Agent:** Ed Station, phone: (281) 333-9792; e-mail: [Estationins@aol.com](mailto:Estationins@aol.com)

Audrey Ayers, phone: (281) 333-9792; e-mail: [audreyins@aol.com](mailto:audreyins@aol.com)

**Enrollment Eligibility Period:** First 31 days of employment; coverage effective 1st of month following enrollment.

**Annual Enrollment Period:** July 1 – 31 prior to plan's anniversary date

**Anniversary Date:** September 1 of each year

#### Current Monthly Rates by Payroll Deduction

Employee Only	\$ 32.70
Employee + 1 Dependent (1 child or a spouse)	69.48
Employee + Family (2 or more dependents)	98.24

### Prepaid Heritage DHMO Dental Plan with Vision Discounts

Optional employee-paid benefit available to all employees working 15 or more hours a week.

**Underwritten by:** United Dental Care of Texas, an Assurant/Fortis Benefits Company

**Plan Type:** Pre-Paid dental plan with co-payment schedule for services received from **network dental providers**.

**Vision Benefits:** Service discounts offered by VSP Access Plan.

**Agent:** Ed Station, phone: (281) 333-9792; e-mail: [Estationins@aol.com](mailto:Estationins@aol.com)

Audrey Ayers, phone: (281) 333-9792; e-mail: [audreyins@aol.com](mailto:audreyins@aol.com)

**Enrollment Eligibility Period:** First 31 days of employment; coverage effective 1st of month following enrollment.

**Annual Enrollment Period:** July 1 – 31 prior to plan's anniversary date

**Anniversary Date:** September 1 of each year

#### Current Monthly Rates by Payroll Deduction

Employee Only	\$ 12.08
Employee + 1 Dependent (1 child or a spouse)	19.54
Employee + Family (2 or more dependents)	29.92

### MSofA Dent-All with Vision Discounts

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees.

**Provided by:** MSofA Dent-All Plan, Inc.

**Agent:** Wes Ryan, phone: (281) 894-5080; e-mail: [wryaninsurance@hotmail.com](mailto:wryaninsurance@hotmail.com)

**Plan Type:** Discount plan offering discounted fee schedule for services received from **participating providers**.

**Vision Benefits:** Service discounts offered by Coast to Coast Vision Plan providers.

**Enrollment Eligibility Period:** First 31 days of employment; coverage effective 1st of month following enrollment.

**Annual Enrollment Period:** July 1 – 31 prior to plan's anniversary date

**Anniversary Date:** September 1 of each year

#### Current Monthly Membership Fees by Payroll Deduction

Plan A Employee & Dependents (Dental, Vision & Neighborhood Pharmacy)	\$ 10.00
Plan B Employee & Dependents (Dental & Vision)	5.00
Plan C Employee & Dependents (Vision & Neighborhood Pharmacy)	5.00

## QCD of America Dental & Vision Plan

Optional employee-paid benefit available to all Cypress-Fairbanks ISD employees.

**Provided by:** QCD of America, phone: (800) 229-0304; www.QCDofAmerica.com

**Plan Type:** Scheduled plan offering scheduled fees for services received from **participating providers**.

**Vision Benefits:** Service discounts offered by Eye Care Centers of America, Inc. (ie. *Eyemasters*)

**Enrollment Eligibility Period:** First 31 days of employment; coverage effective 1st of month following enrollment.

**Annual Enrollment Period:** July 1 – 31 prior to plan's anniversary date

**Anniversary Date:** September 1 of each year

### Current Monthly Membership Fees by Payroll Deduction

Employee Only	No Charge
Employee + 1 Dependent (1 child or a spouse)	\$ 6.00
Employee + Family (2 or more dependents)	9.00

## PRE-EXISTING CONDITION LIMITATIONS AND HEALTH PLAN COVERAGE CERTIFICATIONS

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) may affect your health and/or dental coverage if you are enrolled or become eligible to enroll in health/dental coverage that excludes coverage for pre-existing medical conditions.

An important protection of the Act is portability. Portability means that once you obtain coverage through a group health plan, you will be able to use evidence of that insurance to reduce or eliminate any pre-existing medical condition exclusion period that might otherwise have been imposed on you if you move to another group health plan. You are entitled to a certificate from your prior plan or issuer that will show evidence of your prior health coverage, and to request a certificate if one has not been provided to you. This Plan will assist you in obtaining a certificate from any prior plan, if necessary.

**Pre-Existing Condition Limitations:** No pre-existing condition limitations or exclusions apply to the CFISD Choice Fund HRA Plan or the CFISD KelseyCare HMO Plan.

**Health Plan Coverage Certifications:** Every Cypress-Fairbanks employee and his or her dependent that loses coverage under a Cypress-Fairbanks ISD health plan will automatically be mailed a Certificate of Coverage along with their COBRA notification within 14 days of their termination of coverage date.

## PREMIUM ONLY PLAN (POP)

The district's Flexible Benefits Plan, also known as the Premium Only Plan (POP), a qualified "cafeteria plan" under Section 125 of the Internal Revenue Code of 1986, was recently amended to better comply with federal mandates including the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Family Medical Leave Act (FMLA), the Health Insurance Portability and Accountability Act (HIPAA), and other provisions of the law including Sections 105 and 106 of the IRS Code.

The plan is the umbrella under which the district's employee group benefit plans are administrated allowing premiums for benefits to be deducted from gross income pretax; resulting in federal income tax savings for participating employees. Several sections of the plan are provided here to educate and inform employees of their rights and responsibilities regarding changes to their benefit selections. *The complete plan document is on file in the district's Insurance Department.*

**Plan Year and Participation:** The plan year is September 1 through August 31, annually. *Participation in the plan is mandatory.* Premiums for the following benefit plans will be deducted on a pretax basis: group medical and dental benefits, group term life insurance (up to \$35,000), accidental death and dismemberment insurance, and the Humana

Insurance Company cancer and specified disease insurance policy. Failure to enroll or change elections in any benefit plan during any annual enrollment period shall be deemed to be a reelection of an employee's prior plan year's elections. The disability insurance plan is not included in the plan, allowing disability benefits to be received tax-free.

**When Participation is Canceled Because of Termination of Employment:** Participation in the plan is terminated on the last day of the month of paid employment. If the individual again becomes an eligible employee during the same plan year and is otherwise eligible to participate in the plan again, participation will be resumed for the remainder of the plan year according to the benefit elections in effect immediately prior to the termination of participation.

**Participation During Leaves of Absence:** A participant on paid leave of absence shall continue to participate in the plan. A participant who is on an unpaid leave of absence, other than for Family Medical Leave FML (see below), shall be deemed to have terminated plan participation. Participation in the plan can be continued during an unpaid period of employment by paying all required premiums to the district. *If required premiums are not paid to the district during the unpaid leave and the employee resumes employment, he/she cannot resume participation in the group benefit plans until the next annual enrollment period.*

**Family Medical Leave (FML):** An employee on an approved Family Medical Leave has rights allowing cancellation of plan participation, or continued participation in the plan with premium payments being made to the district, and full resumption of benefits regardless of their cancellation during the leave.

**Mid-Year Plan Changes:** A participant may **ONLY CHANGE** a benefit election during the plan year in accordance with the following provisions:

**Special Enrollment Due to Loss of Other Coverage:** If coverage under this plan was declined for the employee, spouse, or other dependent because of other group health plan coverage and the other coverage is lost because of a loss of eligibility the employee, spouse, or other dependent shall be eligible to participate in this plan provided that the individual enrolls in the plan within thirty (30) days after the loss of the other coverage.

**Special Enrollment Rights Due to Newly Acquired Dependents:** If a dependent becomes a dependent of the eligible employee through marriage, birth, or adoption or placement for adoption, the eligible employee, spouse, or dependent shall be eligible for participation provided that the individual enrolls in the plan within thirty (30) days after the marriage, birth, or adoption or placement.

**Change In Status Events:** An employee may change his/her election if a change in status described below occurs during the plan year and the benefit election change is on account of and consistent with the change in status. The employee and/or dependent must enroll in the plan within thirty (30) days after the event date.

**Legal marital status:** Events that change an employee's legal marital status, including marriage, death of spouse, divorce, legal separation, or annulment. **Note:** The district recognizes common law marriage only if the employee presents a certified Declaration of Informal Marriage.

**Number of dependents:** Events that change an employee's number of dependents, including birth, adoption, placement for adoption or death of a dependent.

**Employment status:** A termination or commencement of employment by the employee, spouse, or dependent.

**Work schedule:** A switch between part time and full time and vice versa by the employee.

**Dependent satisfies or ceases to satisfy the requirements for unmarried dependents:** An event that causes an employee's dependent to satisfy, or cease to satisfy, the requirements for coverage due to dependency status, attainment of age, or any similar circumstance as provided in the health plan under which the employee receives coverage.

**Cost Changes:** If an employee elects health coverage which is insured or provided by a health maintenance organization (HMO) and the insurer or HMO significantly increases the cost of coverage during the Plan year, the employee may change his or her benefit election for another similar coverage provided by the employer for the remainder of the plan year. *In this circumstance, an employee may not waive coverage for the remainder of the plan year.*

**SPECIAL NOTE: Any changes outlined above must be made within thirty (30) days of the change of status event date and must be evidenced at the time of the change with documented proof of the change.** If in doubt as to whether an event qualifies for a change in selections or what is accepted as documentation of the status change please call the Payroll Department for assistance **well in advance of the thirty (30) day deadline.** The new coverage will be effective

retroactively to the first day of the month following the qualifying event date or cancellation date of the former coverage, whichever is later.

**NOTE:** A change in health insurance plans, such as changing from the HRA Plan to the HMO Plan, or the Indemnity Plan to the HMO Plan, is never allowed mid-year. Health insurance plan changes are only permitted at the plan's anniversary date, currently September 1 of each year.

## **TAX DEFERRED INVESTMENT PROGRAMS**

### **Eligibility**

All district employees, including substitutes and temporary workers, working a minimum of 15 hours a week are eligible to participate in the tax-deferred investment programs.

**Enrollment Eligibility Period:** **Any time.** There is no annual enrollment period restriction for tax-deferred investments; you can start one at any time.

**Payroll Contribution Start Date:** The first of any month. All completed forms must be submitted no later than the first day of the month for the deduction to begin that month.

### **Cy-Fair ISD Retirement Plan (457 Plan)**

Effective August, 2002, a tax-deferred 457 plan, administered by **The Standard** (formerly *Invesmart*), a district contracted third party administrator, was created. The plan has more lenient distribution guidelines than 403 plans and can be started for as little as \$5.00 per paycheck. An employee may contribute up to \$16,500 for 2009. The 457 Plan offers approximately 10 funds in which to invest and its administrator provides assistance to help you determine your investor profile (risk tolerance). Additional information and enrollment forms are on the district's Insurance Department webpage at: <http://www.cfishd.net/dept2/insur/egmi.htm>. Enrollment packets are also available from the district's Finance Department, Instructional Support Center – North, Suite 231, or call 281-897-4020.

### **Contribution Limits**

Contributions to the 457 Plan are mutually exclusive of the 403(b) Plans. This means an employee may contribute the maximum amount allowable by the Internal Revenue Code to both the 403(b) and the 457 Plans.

### **Tax Deferred Investments 403(b) and 403 (b) (7)**

Under Section 403(b) and 403 (b) (7) of the Internal Revenue Code, public school employees may reduce their income tax liability by authorizing the district to pay part of their earned income into a TRS certified, tax-deferred annuity or other qualified investment program intended to provide retirement income. An employee may contribute up to \$16,500 in 2009. Additional contributions may be allowed if the employee is 50 years old, or qualifies for a "catch-up" provision. The district's required Salary Reduction Agreement (revised 1/08), to be completed by the employee and his or her selected financial agent, may be obtained from the district's Insurance Department web page at: <http://www.cfishd.net/dept2/insur/egmi.htm> or from the Payroll Department (Instructional Support Center – North, Suite 328).

Effective June 1, 2002, only those companies approved and listed by Teacher Retirement System of Texas as qualified providers of Tax Deferred Investment products for public school employees will be eligible for payroll contributions. The 80th Texas Legislature (2007) passed House Bill 2427, which expands the Teacher Retirement System (TRS) 403(b) responsibilities to include registration of qualified products. Beginning January 1, 2008, employees of Texas public and open enrollment charter schools may enter into new salary reduction agreements only for 403(b) products on the TRS registered product list. The list of TRS certified investment companies and their registered products is available from the TRS website, [www.trs.state.tx.us](http://www.trs.state.tx.us)

**ALERT:** Cypress-Fairbanks ISD DOES NOT hire or contract with any financial agent other than The Standard, for the 457 plan. No financial agent “representing” CFISD will ever call you at home. Further, agents are prohibited from soliciting or conducting business on district property. Because investment strategies are a personal decision that each employee should investigate on his/her own, Cypress-Fairbanks I.S.D. makes no recommendation or approval of individual 403 plans, their sales representatives, agents, or investment counselors.

# ***REQUIRED NOTIFICATIONS***

## **CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

**PLEASE REVIEW IT CAREFULLY.**

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### **OUR LEGAL DUTIES**

We are required by law to reasonably safeguard the privacy of your protected health information. We are also required to give you this notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information, whether oral or recorded in any medium, that is created or received by entities such as health care providers, health plans, or employers, and relates to the physical or mental health or condition of an individual, or to the payment for the provision of health care to an individual and that is maintained in a designated record set(s).

We are required to abide by the terms of this notice currently in effect. We reserve the right to change our privacy practices and the terms of this notice for all protected health information we maintain even if it was created or received before issuing the revised notice. If a material revision is made, we will distribute a copy of the revised notice.

This notice takes effect on April 14, 2003, and remains in effect until we replace it.

You may request a copy of this notice at any time or you may view it on our website at [WWW.CFISD.NET](http://WWW.CFISD.NET). For more information about our privacy practices, or for additional copies of this notice, please contact the individual designated at the end of this notice.

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### **USES AND DISCLOSURES**

We may use and disclose your health information for treatment, payment, and healthcare operations. For example:

**Treatment:** We may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider.

**Payment:** We may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District's health plan. We may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided.

**Healthcare Operations:** We may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. Such activities include, but are not limited to, underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party "business associates" that perform various activities for us.

*In addition to treatment, payment and health care operations purposes, we may use or disclose your protected health information for the following purposes:*

**Family and Representatives:** We must disclose your protected health information to you, as described in the Patient Rights section of this notice. We may disclose your health information to a family member, friend or other person to the extent necessary for the proper provision or payment of healthcare.

**Persons Involved in Your Care:** We may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual's location, general condition, or death. If you are present you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, we, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. We may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to pick up protected health information.

**Required by Law:** We may use or disclose protected health information to the extent that such use or disclosure is required by federal, state or local law, and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

**Public Health Activities and Related Purposes:** We may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, disability, or child abuse or neglect. We may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

**Abuse or Neglect:** We may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

**Health Oversight Activities:** With certain exceptions, we may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

**Judicial and Administrative Proceedings:** We may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

**Law Enforcement Purposes:** We may disclose your protected health information for a law enforcement purpose to a law enforcement official as required or permitted by law.

**Workers' Compensation:** We may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

**Health and Safety:** We may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

**Plan Sponsor:** We may disclose your protected health information to District officials as needed to fulfill our administrative responsibilities relating to the District's Health Care Plan.

**National Security:** We may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. We may also disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

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## INDIVIDUAL RIGHTS

**Access:** You have a right of access to inspect and obtain a copy of protected health information about you, with limited exceptions, for so long as we maintain the information. You may request the information in a format other than hard copies and we will comply with your request if practicable. You must make your written request for a copy to the contact person listed at the end of this notice. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and a summary of the health information if you request one. You may also request access by sending written notice to the contact person at the end of this notice. You have a right to request a review of certain denials of access.

**Restriction:** You have the right to request additional restrictions on the use and disclosure of your protected health information. We are not required to agree, but if we do, we are required to abide by the restriction. We must also accommodate reasonable written requests to receive communications of protected health information by alternative means or at alternative locations, if you clearly state that the disclosure of all or part of that information could endanger you.

**Amendment:** You have the right to request that we amend your protected health information. Your request must be in writing stating the reason for your request and must be provided to the contact person listed at the end of this notice. We have the right to deny such requests under certain circumstances. If your request is denied, you have a right to submit a written statement disagreeing with the denial.

**Accounting:** You have a right to receive an accounting of disclosures of your protected health information made by us or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The request may be for disclosures in the six years prior to the date on which the accounting is requested, but not before April 14, 2003. The first request for an accounting is provided free of charge. Additional requests within a 12-month period will be charged a reasonable cost-based fee.

**Authorization:** The Plan will obtain your authorization for uses or disclosures that are not identified by this notice or permitted by applicable law. You may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

**Electronic Notice:** If you receive this notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this notice.

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## QUESTIONS AND COMPLAINTS

If you have questions, concerns, or complaints about our privacy practices please contact us.

**BECKY KNIGHT, ASSISTANT SUPERINTENDENT (281) 897- 4020**

**STUART SNOW, ASSOCIATE SUPERINTENDENT (281) 897-3856**

If you believe that your privacy rights have been violated or you are concerned about a decision relating to access, restriction, amendment, accounting, or notice, you may file a grievance with the contact person listed below. You may also submit a written complaint to the Secretary of the U.S. Department of Health and Human Services at: Region VI, Office for Civil Rights, U.S. Department of Health and Human Services, 1301 Young Street, Suite 1169, Dallas, Texas 75202; or by e-mail at: [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov).

The privacy of your health information is important to us. We will not retaliate against you for filing a complaint.

## WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

The federal law entitled the *Women's Health and Cancer Rights Act of 1998* requires group health plans and health insurers providing coverage for mastectomies to provide certain mastectomy-related benefits or services. The district's two major medical insurance plans, the CFISD Choice Fund HRA Plan (Cigna's Open Access Plus (OAP) provider network), and CFISD KelseyCare HMO Plan, currently provide coverages for these medical services.

*The following information is being provided to you as required by law. This notice is a summary, for information purposes only, and is not intended to be legal advice.*

The Women's Health and Cancer Rights Act of 1998 (The "ACT") was enacted as part of H.R. 4328, Federal Omnibus Consolidated and Emergency Supplemental Appropriations Bill for 1999.

The Act requires that group health plans and health insurance issuers, in the group or individual markets, that provide medical and surgical benefits with respect to mastectomy, must provide plan participants and plan beneficiaries who are receiving benefits in connection with a mastectomy, and who elect breast reconstruction in connection with the mastectomy, coverage for the following:

- reconstruction of the breast on which the mastectomy has been performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- and prostheses and treatment of physical complication at all stages of mastectomy, including lymphedemas.

Coverage for these benefits or services will be provided in a manner determined in consultation with the attending physician and the patient. Coverage for the mastectomy-related services or benefits required under the Women's Health Law may be subject to the same deductibles and co-insurance or co-payment provisions that apply with respect to other established medical or surgical benefits under the group health plan or coverage.

Insured plans, including large and small groups, individual coverage, association plans and self-funded plans, are subject to the law. The Act's requirements are effective for plan years beginning on or after October 21, 1998. In addition to the mandated coverage, the Act requires that group plans and health insurance issuers provide written notice of the availability of the coverage to plan participants and plan beneficiaries at the time of initial enrollments, and annually thereafter. The Act prohibits group health plans and health insurance issuers from:

- denying eligibility or continuing eligibility;

- not enrolling or non-renewing coverage under the terms of the plan solely for the purpose of avoiding compliance with the Act;
- penalizing or otherwise reducing or limiting the reimbursements of an attending health care provider;
- providing incentives (monetary or otherwise) to an attending health care provider; or inducing a provider to provide care in a manner inconsistent with the Act.

*The summary above is an overview of the Women's Health and Cancer Rights Act of 1998. This is your legally required notification. If you have any questions regarding the provisions of this law, please contact your plan's Member or Customer Service Department (the telephone number is on your health insurance ID card) or check with a staff member of the district's Insurance Department.*

## **COBRA LAW CONTINUATION OF HEALTH & DENTAL INSURANCE COVERAGE**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), the district offers employees and their families the opportunity to obtain temporary extension of health coverage at the group rate in certain instances where coverage under the plan would otherwise end.

An employee or an employee's dependent covered by a district health insurance plan (medical or dental), may extend coverage for a period of eighteen (18) months if the employee's/dependent's coverage is lost due to the occurrence of any of the following qualifying events and the employee or dependent is not covered by any other group health insurance plan:

- voluntary termination of employment (*i.e.* resignation or retirement);
- involuntary termination of employment (other than for gross misconduct);
- temporary disability leave; or
- reduction in work hours.

In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below). The employee and each covered dependent has an individual right to request COBRA coverage.

A covered dependent may elect COBRA coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following qualifying events:

- the employee's death;
- divorce or legal separation;
- the employee becomes eligible for Medicare;
- or the dependent child ceases to be dependent because of age, dependency status, or marriage.

The cost for this extended coverage is 102% of the total premium (the amount you and Cypress-Fairbanks ISD have been paying for health insurance coverage, plus a 2% administration charge). If the cost for COBRA coverage changes during your participation you will be notified of the new premium in writing prior to its due date.

The coverage may be terminated automatically if: (1) you fail to make a monthly premium payment, (2) obtain health coverage through a new employer, (3) Medicare coverage begins for a person benefiting from the extension; (4) a spouse remarries and becomes eligible for coverage under another group health plan; or, (5) the plan itself is terminated.

**Both you and Cypress-Fairbanks Independent School District have responsibilities when certain events occur which qualify you for continued coverage.** You or a covered dependent have the responsibility to inform Cypress-Fairbanks ISD of a divorce, legal separation, or a child losing dependent status under the group health plan **within sixty (60) days of the qualifying event.** Cypress-Fairbanks ISD will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants also have the responsibility of notifying the district if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

Legislative changes to COBRA coverage effective January 1, 1997.

**Disability Extension** - If you elect COBRA continuation coverage based on termination of employment or reduction of hours, and you become disabled (as determined by Social Security) anytime *within the first sixty (60) days of COBRA continuation coverage*, you and your covered family members may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. **To elect the eleven (11)-month extension, you must notify the Plan Administrator within sixty (60) days of the date Social Security determines that you or your family member is disabled and within the first eighteen (18) months of COBRA continuation coverage.** (The cost of COBRA coverage will increase from 102% to 150% of total premium during this additional eleven (11)-month extension period.)

**Newborn and Adopted Children** - If you are entitled to COBRA because you are a current or former employee of Cypress-Fairbanks ISD and a child is born to or adopted by you while you are on COBRA continuation coverage, you can enroll your new child for COBRA continuation coverage immediately. Also, your newborn or adopted child will attain "qualified beneficiary" status; in other words, he/she will have independent election rights and second qualifying event rights.

**Pre-existing Condition Limitation** - COBRA coverage may be terminated when you become covered under another group health plan, but only if the other plan does not contain an exclusion or limitation that affects a pre-existing condition you have. If you do become covered under another group health plan and are affected by a pre-existing condition limitation, COBRA coverage may be canceled as soon as that pre-existing condition limitation is satisfied due to the new plan's crediting toward the limitation any prior coverage you had.

If you have any questions about the COBRA law, need premium information, or need to report a qualifying event, please contact the Insurance Department, Instructional Support Center-North, (281) 807-8650.

## **WORKERS' COMPENSATION THE ALLIANCE Direct Contracting Program EMPLOYEE NOTICE OF ALLIANCE REQUIREMENTS**

**Effective Date** For all work related injuries occurring February 1, 2009 or later.

### **Important Contact Information**

To locate a provider, go to [www.pswca.org](http://www.pswca.org).

To contact your adjuster at the TASB Risk Management Fund, visit [www.tasbrmf.org](http://www.tasbrmf.org) or call (800) 482-7276.

### **Information, Instructions, Rights and Obligations**

If you are injured at work, tell your supervisor or employer immediately. The information in this notice will help you to seek medical treatment for your injury. Your employer will also help with any questions about how to get treatment. You may also contact your adjuster at the TASB Risk Management Fund (the Fund) for any questions about treatment for a work related injury. The Fund is your employer's workers' compensation coverage provider and they are working with your employer to ensure you receive timely and appropriate health care. The goal is to return you to work as soon as it is safe to do so.

- **How do I choose a treating doctor?**

If you are hurt at work on or after February 1, 2009, **and** you live in the Alliance service area (most of TX), you are required to choose a treating doctor from the provider list. This is required for you to receive coverage of healthcare costs for your work related injury. A provider listing is available through the Alliance website at [www.pswca.org](http://www.pswca.org) and a link to that site is also contained on the Fund's website at [www.tasbrmf.org](http://www.tasbrmf.org). It identifies providers who are taking new patients.

If your treating doctor leaves the Alliance, we will tell you in writing. You will have the right to choose another treating doctor from the list of Alliance doctors. If your doctor leaves the Alliance and you have a life threatening or acute condition for which a disruption of care would be harmful to you, your doctor may request that you treat with him or her for an extra **90 days**.

- **What if I live outside the service area?**

If you believe you live outside of the service area, you may request a service area review by calling your adjuster.

- **How do I change treating doctors?**

If you become dissatisfied with your first choice of a treating doctor, you can select an alternate treating doctor from the list of direct contract treating doctors in the service area where you live. The Fund will not deny a choice of an alternate treating doctor. **Before you can change treating doctors a second time, you must obtain permission from your adjuster.**

- **What if I am still receiving medical care for a work related injury that occurred prior to February 1, 2009? Will I need to change doctors?**

If you are currently under the care of a doctor that is not participating in the Alliance for an earlier injury, there is no need for you to change doctors for the duration of your recovery. However, if you are injured again on or after February 1, 2009, you must comply with the Alliance requirements.

- **How are treating doctor referrals handled?**

Referrals for health care services that you or your doctor request will be made available on a timely basis as required by your medical condition. Referrals will be made **no later than 21 days** after the request. Your doctor should refer you to another Alliance provider unless it becomes medically necessary to make a referral outside of the Alliance. You do not have to get a referral if you are in need of emergency care.

**Who pays for the healthcare?**

Alliance providers have agreed to seek payment from the Fund for your health care. They should not request payment from you. If you obtain health care from a doctor who is not in the Alliance without prior approval from your adjuster, you may have to pay for the cost of that care and your income benefits may be disputed. You may treat with medical providers that are **not contracted** with the Alliance only if one

of the following situations occurs:

- Emergencies: You should go to the nearest hospital or emergency care facility.
- You do not live within an Alliance service area.
- Your treating doctor refers you to a provider or facility outside of the Alliance. This referral must be approved by your adjuster.

**How to File a Complaint**

You have the right to file a complaint with the Alliance. You may do this if you are dissatisfied with any aspect of direct contract program operations. This includes a complaint about the program and/or your Alliance doctor. It may also be a general complaint about the Alliance. A complainant can notify the Alliance Grievance Coordinator of a complaint by phone, from the Alliance website [www.pswca.org](http://www.pswca.org) or in writing via mail or fax. Complaints should be forwarded to:

**PSWCA (The Alliance)**  
**Attention: Grievance Coordinator**  
**P.O. Box 763**  
**Austin, TX 78767-0763**  
**866-997-7922**

A complaint must be filed with the program grievance coordinator **no later than 90 days from the date the issue occurred**. Texas law does not permit the Alliance to retaliate against you if you file a complaint against the program. Nor can the Alliance retaliate if you appeal the decision of the program. The law does not permit the Alliance to retaliate against your treating doctor if he or she files a complaint against the program or appeals the decision of the program on your behalf.

**What to do when you are injured on the job**

If you are injured while on the job, tell your employer as soon as possible. A list of Alliance treating doctors in your service area may be available from your employer. A complete list of Alliance treating doctors is also available online at [www.pswca.org](http://www.pswca.org). Or, you may contact us directly at the following address and/or toll-free telephone number:

**TASB Risk Management Fund**  
**P.O. Box 2010**  
**Austin, TX 78768**  
**(800) 482-7276**

**In case of an emergency...**

If you are hurt at work and it is a life threatening emergency, you should go to the nearest emergency room. If you are injured at work after normal business hours or while working outside your service area, you should go to the nearest care facility. After you receive emergency care, you may need ongoing care. You will need to select a treating doctor from the Alliance provider list. This list is available online at [www.pswca.org](http://www.pswca.org). If you do not have internet access call (800) 482-7276 or contact your employer for a list. The doctor you choose will oversee the care you receive for your work related injury. Except for emergency care you must obtain all health care and specialist referrals through your approved Alliance treating doctor.

**Emergency care does not need to be approved in advance.** "Medical emergency" is defined in Texas laws. It is a medical condition that comes up suddenly with acute symptoms that are severe enough that a reasonable person would believe that you need immediate care or you would be harmed. That harm would include your health or bodily functions being in danger or a loss of function of any body organ or part.

### **Non-emergency care...**

Report your injury to your employer as soon as you can. Select a treating doctor from the Alliance provider list. This list is available online at [www.pswca.org](http://www.pswca.org). If you do not have internet access, call 800- 482-7276 or contact your employer for a list.

### **Treatments Requiring Advance Approval**

Certain treatments or services prescribed by your doctor need to be approved in advance. Your doctor is required to request approval from the TASB Risk Management Fund before the specific treatment or service is provided. For example, you may need to stay more days in the hospital than what was first approved. If so, the added treatment must be approved in advance.

The following non-emergency healthcare treatment requests must be approved in advance:

- ❖ **Inpatient hospital admissions**
- ❖ **Outpatient Surgical or Ambulatory Surgical Services**
- ❖ **Spinal Surgery**
- ❖ **All Non-exempted Work Hardening**
- ❖ **All Non-exempted Work Conditioning**
- ❖ **Physical or Occupational Therapy except for the first six (6) visits if those six visits were done within the first 2 weeks immediately following the date of injury or the date of surgery.**
- ❖ **Any investigational or Experimental Service**
- ❖ **All Psychological Testing and Psychotherapy**
- ❖ **Repeat Diagnostic Studies greater than \$350**
- ❖ **All Durable Medical Equipment (DME) in excess of \$500**
- ❖ **Chronic Pain Management and Interdisciplinary Pain Rehabilitation**
- ❖ **Drugs not included in the Texas Department of Insurance (TDI) Division of Workers' Compensation Formulary**
- ❖ **All Narcotic Medications Dispensed for greater than 60 days**
- ❖ **Any Treatment or Service that exceeds the Official Disability Guidelines (ODG)**

**The number your doctor must call to request one of these treatments is 800-482-7276, ext. 6654.** If a treatment or service request is denied, TASB will tell you in writing. This written notice will have information about your right to request a reconsideration or appeal of the denied treatment. It will also tell you about your right to request a review by an Independent Review Organization through the Texas Department of Insurance.

Direct contracting service areas are subject to change. To locate a treating doctor within your area, visit the PSWCA web site at [www.pswca.org](http://www.pswca.org) or call your adjuster at 800-482-7276.