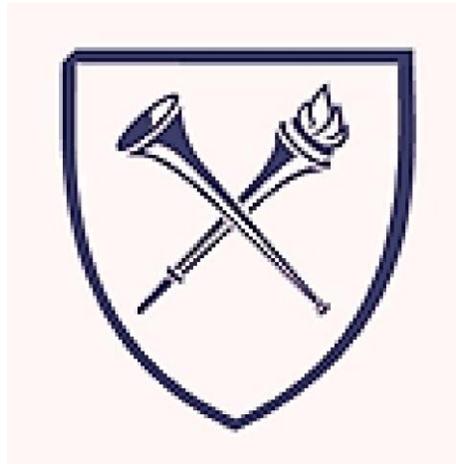


# Summary Plan Description Emory Post-65 Retiree Health Reimbursement Arrangement Plan



*Effective as of January 1, 2017*

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## Introduction

This Summary Plan Description (“SPD”) provides general information regarding the Health Reimbursement Arrangement thereafter referred to as the “Health Reimbursement Account” or “HRA”, available to Post-65 retirees and covered Post-65 spouses/same-sex domestic partners (SSDPs) under the Emory Post-65 Retiree Health Reimbursement Arrangement Plan (the “Plan”). This SPD describes the Plan benefits in effect as of January 1, 2017. The plan was established September 1, 2014 and is intended to be exempt from the Affordable Care Act as a separate “retiree-only” plan.

## Purpose of the Plan

The purpose of the Plan is to reimburse eligible retirees for certain medical expenses, which are not otherwise reimbursed. The Plan is intended to qualify as a self-insured medical reimbursement plan for purposes of Sections 105 and 106 of the Internal Revenue Code, as amended (“Code”), as well as a health reimbursement arrangement as defined in IRS Notice 2002-45. The Plan also provides a separate catastrophic prescription drug reimbursement to participants, as described below.

Updated as of January 1, 2017

## Eligibility Requirements

To be considered an eligible “retiree” or eligible spouse/SSDP of a retiree for Post-65 Retiree HRA coverage, you and/or your spouse/SSDP must meet certain eligibility requirements, as described below. Eligible retirees and/or dependents covered under the Plan are referred to as “participants.”

### Retiree

Your eligibility date, if you met the eligibility requirement in effect on the date of your retirement and were notified by the Plan Administrator of your eligibility to enroll, is the later of the effective date of the Plan, or the date you are eligible to retire, or the date that you enter the Eligible Class.

You are in an Eligible Class for coverage under the Plan if you meet the following conditions:

- Are at least 65 years of age;
- Have been continuously covered by the Emory Health Care Plan from the date preceding your retirement through your eligibility date; and
- Were hired prior to January 1, 2003.

### Spouse/Same Sex Domestic Partner (SSDP)

Your eligible spouse or SSDP who meets all requirements to be an eligible dependent may also become a participant in the Plan. Your spouse/SSDP may become a covered participant upon attaining age 65, even if you are not yet a participant. In addition, your spouse/SSDP must be covered under the Emory Health Care Plan immediately prior to your retirement. If you do not enroll your spouse/SSDP when initially eligible, you **will not** be permitted to add your dependent **at a later date**.

Eligible dependents include:

***Your Legal Spouse.*** Spouse includes your opposite sex or same-sex spouse. This does not include registered domestic partnerships, civil unions or similar formal relationships recognized under state law.

***Your Same-Sex Domestic Partner (SSDP).***

Emory will continue to offer unmarried same-sex domestic partners (and their dependents) access to medical coverage through December 31, 2017, if they were covered under the Plan as of December 31, 2016. Unmarried Post-65 SSDPs covered as grandfathered participants during Calendar Year 2017, will also receive the HRA subsidy during 2017.

Emory defines a “domestic partner” as the partner of an eligible employee who is of the same sex, sharing a long-term committed relationship of indefinite duration with the following characteristics:

- Having an exclusive mutual commitment similar to that of marriage;
- Financially responsible for each other’s well-being and debts to third parties. This means that you have entered into a contractual commitment for that financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards);
- Neither partner is married to anyone else nor has another domestic partner receiving benefits;
- Partners are not related by blood closer than would bar marriage in the state of their residence; **or**
- A union certificate from a state or governmental agency that recognizes civil unions.

A Post-65 spouse/SSDP can ***only*** be covered under the Plan if the retiree is also either covered as a Post-65 participant under the Plan or as a Pre-65 enrollee in the Emory Health Care Plan. In addition, a Post-65 surviving spouse of a retired or active employee who has met eligibility requirements may be covered under the Plan.

If your spouse/SSDP has not attained age 65 upon your eligibility for the Plan, the dependent may be eligible to continue coverage under the Emory Health Care Plan.

You will be taxed on the value of the benefits provided to your SSDP unless you certify that the individual qualifies as your tax dependent under federal law.

## **Dependent Children**

Your dependent children are not eligible to participate in the Plan; however, you may be eligible to receive reimbursements for their eligible medical expenses.

## **Enrolling in Coverage**

When you and/or your spouse/SSDP meet the eligibility requirements, **OneExchange** will contact you regarding the enrollment process approximately three months before you and/or your dependent turn 65. **OneExchange** will also contact you when you retire, if you are age 65 or older.

## When Participation Begins

### Retiree

You may participate in the HRA the *first day of the month* of your 65<sup>th</sup> birthday. However, if your 65<sup>th</sup> birthday literally falls on the first day of the month, you will be eligible one month earlier. For example, if your birthday is on *June 1*, you are eligible to participate in the HRA as of *May 1*.

To avoid a gap in medical coverage, you must enroll in an individual Medicare supplemental health plan *no later than* the date you are eligible to participate in the Plan. If you do not enroll through **OneExchange** within the applicable timeframe, you *will still be eligible* to participate in the HRA as long as you have Eligible Health Care expenses. You may also explore Medicare options and enroll on your own by using resources available at [www.medicare.gov](http://www.medicare.gov) or other sources. If you choose to enroll in a plan on your own without using the services of **OneExchange**, please contact **OneExchange** at (855) 241-5720 to inform them of your enrollment.

For Post-65 participants, if the retirement date is the *first day of the month*, coverage under the Emory Health Care Plan will terminate the end of the prior month. If the retirement date is *after the first day of the month*, coverage will cancel the last day of the retirement month. Retirees, who have not attained age 65, will have a *one-time opportunity* to elect continuation of coverage under the Emory Health Care Plan. If retiree medical coverage is waived, coverage *cannot* be elected at a later date and eligibility for this Plan will terminate.

### Spouse/SSDP

When you retire, your eligible spouse/SSDP may participate in the HRA the *first day of the month* of his/her 65<sup>th</sup> birthday. If your spouse's/SSDP's 65<sup>th</sup> birthday literally falls on the *first day of the month*, plan participation will begin one month earlier. For example, if your spouse's/SSDP's birthday is on *June 1*, he/she will be eligible to participate in the HRA as of *May 1*.

### Children

Eligible dependent children are not eligible to participate in the HRA. You may however, use your HRA for reimbursement of your dependent children's eligible health care expenses.

### Split Families

A "split family" occurs when either the eligible retiree or his or her spouse/SSDP is Medicare-eligible due to reaching age 65, but the other is under age 65.

After you reach age 65, your Pre-65 spouse/SSDP and/or your eligible dependent children may be eligible to remain covered under the Emory Health Care Plan but only if they were enrolled in that plan prior to your retirement.

If you are a retiree but are not age 65, but your eligible spouse/SSDP is age 65 or over, he/she is eligible to participate in the HRA, as long as you continue coverage under the Emory Health Care Plan, and have not canceled your spouse's/SSDP's coverage before he/she turns age 65.

## **When Participation Ends**

### **Retiree**

Your participation in the HRA ends on the earliest of the following dates:

- Death of the participant;
- The date you are rehired as an active employee of Emory;
- The date you commit fraud or misrepresentation on the Plan;
- The date the HRA is amended, resulting in your ineligibility for HRA participation; or
- The date the HRA is terminated.

### **If a retiree dies before his/her spouse/SSDP**

If you die before your spouse/SSDP, your HRA will change to your surviving spouse's/SSDP's name, as long as he/she is age 65 or over and eligible for the HRA. In addition, your Post-65 surviving spouse/SSDP will continue to receive a subsidy to the HRA, as long as he/she remains eligible for the HRA.

If your surviving spouse/SSDP is under 65, your HRA is forfeited at the time of your death. However, when your eligible surviving spouse/SSDP turns age 65, he/she may become eligible for the HRA, as long as he/she maintains medical coverage under the Emory Health Care Plan until age 65.

### **If a retiree dies with no surviving spouse/SSDP**

If you are participating in the HRA upon your death, and you do not have a surviving spouse/SSDP, your HRA is forfeited. However, your estate or representative may submit claims for reimbursement of eligible health care expenses incurred during your participation in the HRA. Claims must be submitted within 180 days of your death.

### **If a retiree is rehired**

If you are rehired, coverage under the HRA will be suspended, your monthly subsidy will end, and no additional contributions will be made to the HRA on your behalf (regardless of the number of hours worked per week). Claims for reimbursements of expenses incurred while you were participating may be submitted up to six months after your HRA participation ends.

Upon re-retirement, your coverage will be reinstated and your monthly HRA subsidy contribution from Emory will resume.

### **Spouse/SSDP**

A spouse's/SSDP's Health Reimbursement Account (HRA) participation ends on the earliest of the following dates:

- Upon death;
- The date you divorce or end your domestic partnership;
- The date he/she commits fraud or misrepresentation on the Plan;
- The date he/she becomes an active employee of Emory;
- The date the related Pre-65 retiree drops his/her Emory Health Care Plan coverage;

- The date the HRA is amended, resulting in the surviving spouse's/SSDP's ineligibility for HRA participation; or
- The date the HRA is terminated.

You are required to notify the Plan Administrator within 31 days of the date you divorce, end your domestic partnership or upon the death of your spouse/SSDP.

### **Death of a spouse/same-sex domestic partner (SSDP)**

If you are under age 65 and your Post-65 spouse/SSDP who is participating in the HRA dies, the HRA is forfeited at the time of your spouse's/SSDP's death. However, you or your spouse's/SSDP's estate or representative may submit claims for reimbursement of eligible health care expenses incurred during the spouse's/SSDP's participation in the HRA.

### **Divorce/end of domestic partnership**

If you get divorced, your dependent's eligibility for coverage is affected. To inquire about your dependent's right to continue coverage, contact Emory University's Benefits Office to discuss continuation of benefit options, prior to the date of your divorce or termination of your domestic partnership.

### **COBRA**

Under federal law, eligible dependents may lose coverage due to a COBRA qualifying event such as a divorce, legal separation, the participant's death, or a child ceasing to be an eligible dependent.

Eligible dependents are required to notify the Plan Administrator in writing of a qualifying event within 60 days of the event or they will lose the right to continue coverage under the Plan. If an eligible dependent elects to continue coverage and pays the required premium, he/she is entitled to the level of coverage under the Plan in effect immediately preceding the qualifying event.

In order to continue coverage, the qualified beneficiary must pay a monthly premium equal to 102% of the cost of the coverage, as determined by the Plan Administrator. The Plan Administrator will notify qualified beneficiaries of the applicable premium at the time of the qualifying event.

Coverage may continue for up to 36 months following the qualifying event, but will end earlier upon the occurrence of any of the following events or as otherwise provided under the Plan:

- The date the qualified beneficiary notifies the Plan Administrator that he/she wishes to discontinue coverage;
- Any required monthly premium is not paid when due or during the applicable grace period;
- The date, after the date of the qualified beneficiary's election to continue coverage, that he/she becomes covered under another group health plan; or
- The employer ceases to provide any group health plan.

### **Health Reimbursement Account (HRA)**

The HRA is a way for you and/or your eligible spouse/SSDP to be reimbursed, on a tax-free basis, for health care premiums and other eligible health care expenses you pay out-of-pocket (though you will be taxed on the value of the coverage provided to an SSDP who is not a tax dependent).

## HRA Participation

To actively participate in the Health Reimbursement Account, retirees and/or spouses/SSDPs must meet the applicable eligibility requirements (pages 3-4), as well as be Medicare eligible due to attaining age 65.

Retirees and/or their spouses/SSDPs, who become Medicare eligible due to reaching age 65, are not eligible to continue participating in the Emory Health Care Plan.

## Who is not eligible?

The following individuals are not eligible to participate in the HRA:

- You, if you do not meet the Plan's eligibility requirements or you are not eligible for Emory's HRA subsidy contribution (i.e. your employment began **on/after January 1, 2003** and you pay the full cost of the Emory Health Care Plan coverage); or
- A retiree who is under age 65 and whose spouse/SSDP is also under age 65.

## Your HRA Account

The HRA is different from the coverage you may have received through the Emory Health Care Plan before reaching age 65. The HRA is limited to:

- Retirees and/or spouses who meet the HRA eligibility rules; and
- The surviving spouse/SSDP of a retiree provided the HRA eligibility rules are met.

## HRA Contributions

If you (or your spouse/SSDP) are eligible to participate in the HRA and you follow the enrollment requirements of the Plan Administrator, you and/or your eligible spouse/SSDP will receive a Health Reimbursement Account subsidy contribution from Emory. The subsidy may be used to pay for premiums and other eligible health care expenses. The contribution is tax-free to retirees and their spouses, but due to federal tax laws, coverage under the Plan for SSDPs results in taxable income to the retiree (unless the retiree certifies that the SSDP is a dependent for tax purposes). The amount of the contributions for a particular year will be communicated to participants, and this amount can be changed at any time.

As a participant, you will receive a HRA Welcome Kit from **OneExchange**. The kit will include information on how to access and manage your HRA, claims, and details to set-up Direct Deposit.

## Account Carryover

If you do not use the entire subsidy amount contributed to your HRA during the year, the remaining balance will be rolled over into your HRA for the next year – as long as you remain eligible for the HRA. Credits remaining in an HRA at the end of the Plan Year will be carried over the following Plan Year to reimburse participants for eligible medical expenses during subsequent Plan Years.

## Account Reminders

Participants who have had recent activity on their accounts will receive a monthly "Explanation of Payment" statement, which will provide their account balances, and activity. In addition, twice yearly, a

Balance Reminder statement will be distributed to participants who have not had account activity over a 90-day period. This statement will confirm the participants' account balance and funding.

You can view your account balance, claims, reimbursement history, employer contributions, enroll in direct deposit, and file online claims by accessing [www.medicare.oneExchange.com/emory](http://www.medicare.oneExchange.com/emory) (24 hour support is provided). You may also call (855) 241-5720, Monday-Friday, 8 a.m. – 9 p.m., Eastern Time.

## Reimbursements

HRA reimbursements are tax-free. You may consult your tax advisor to determine whether an individual qualifies as your dependent for tax purposes. Except with respect to SSDPs, you are eligible for reimbursement of expenses incurred only by dependents for whom the reimbursements are tax-free, such as your spouse and your children through the end of the calendar year in which the child attains age 26. You cannot submit expenses for the child of a SSDP.

## Eligible Health Care Expenses

You may use your HRA for reimbursement of certain eligible health care expenses, provided the expense:

- Has been incurred by you, your spouse, or your eligible tax dependent;
- Is not reimbursed or reimbursable under any private, employer-provided, or public health care reimbursement or insurance arrangement;
- Does not exceed your HRA balance;
- Is incurred while you are participating in the HRA;
- Is not paid or reimbursed pre-tax from any other source, such as a spending account; and
- Is for a medical expense, as defined under Internal Revenue Service (IRS) Code Section 213.

An Eligible Health Care Expense is an expense incurred by you or an eligible dependent(s) for medical, dental, and/or vision care. Eligible Health Care Expenses include:

- Acupuncture
- Ambulance services;
- Birth control pills;
- Blood pressure monitors;
- Chiropractic services;
- Contact lenses or glasses used to correct a vision impairment;
- Deductibles, prescription drug co-pays, and co-insurance;
- Dental expenses;
- Dermatology;
- Hearing aids;
- Premiums for Medicare Parts A and B; and
- Premiums for Medicare Supplemental Health Plans

Some examples of common items that are not Eligible Health Care Expenses includes:

- Long-term care services;
- Funeral and burial expenses;
- Massage therapy;
- Health club or fitness program dues;

- Over-the-counter medicine for which you do not have a prescription.

For more detailed information regarding Eligible and Ineligible Health Care Expenses, you may refer to the Internal Revenue Service Publication 502, "Medical and Dental Expenses." Only Eligible Health Care Expenses incurred while you are a participant in the Plan may be reimbursed from the HRA. Eligible Health Care Expenses are "incurred" when the medical care is provided, not when you or your eligible dependents are billed, charged or pay for the expense. Thus, an expense that has been paid but not incurred (i.e. pre-payment to a physician), will not be reimbursed until the service or treatment giving rise to the expense has been provided.

## **Catastrophic Prescription Drug Benefit Reimbursements**

The HRA also provides participants with an additional safety net for high-cost prescription drug claim expenses. If you have eligible prescription drug costs that exceed the annual Medicare Part D prescription drug level during the calendar year, the Plan will provide an additional reimbursement. For 2017, the catastrophic level is \$4,950; and is subject to change each year. This level includes the Medicare Part D deductible **plus** cost sharing prior to the "donut hole" **plus** "donut hole" expenses.

By participating in the HRA, you will be eligible for a single, tax-free reimbursement for all or a portion of your out-of-pocket prescription drug expenses that are above the catastrophic level. Eligible expenses are limited to your prescription drug co-payments and co-insurance (not prescription drug plan premiums) incurred on or after the date you enter the catastrophic level for the year. Only expenses incurred by one individual are eligible. In other words, if you hit the catastrophic level, your spouse is not eligible for reimbursement unless his/her prescription drug expenses also reach the catastrophic level.

If you reach the catastrophic level, contact **OneExchange** to request a Catastrophic Reimbursement RX form.

## **Overpayments or Errors**

If it is later determined that a participant received an overpayment or a payment was made in error (e.g., you were reimbursed from your HRA Account for an expense that is later paid by another medical plan), you or your spouse/SSDP will be required to refund the overpayment or erroneous reimbursement.

If you do not refund the overpayment or erroneous payment, the Plan reserves the right to offset future reimbursements equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from any amounts due to you from the Participating Employer. If all other attempts to recoup the overpayment/erroneous payment are unsuccessful, the Plan Administrator may treat the overpayment as a bad debt, which may have tax implications for you.

## **Applying for Benefits**

**OneExchange** administers and process reimbursements for the Health Reimbursement Account.

## **Claim Submission Deadline**

You have 180 days from the date participation ends to file a request for reimbursement after you are no longer eligible for the HRA. The 180-Day deadline does not apply as long as you remain eligible to receive Emory's contribution.

## Auto Reimbursement for Coverage Premiums

The HRA is compatible with the “auto reimbursement” feature offered by most Medicare supplemental health insurance carriers. If you enroll with a health insurance carrier that offers the “auto reimbursement” feature, your premiums can automatically be reimbursed from your HRA. If you enroll with a health care insurance provider who does not offer auto reimbursement, you are responsible for paying the premium and then filing a claim with **OneExchange** for reimbursement from your HRA.

## Direct Deposit

You have the option of signing up for direct deposit of reimbursements to an account (i.e. checking, savings) in a financial institution. Reimbursements through direct deposit take approximately three days following claim approval, while reimbursement checks mailed to you take about 14 days following claim approval.

## Filing a Claim for Reimbursement

If you incur an expense that is eligible for benefits under any medical, prescription drug, dental, and/or vision care plan, you must first submit the expense to all appropriate plans before you submit the claim for reimbursement to the Plan.

If you file a claim for reimbursement, you must do so, in writing, by U.S. mail, email, or fax. When you submit your claim, you should include the following:

- The amount of the health care expense for which you are requesting reimbursement;
- The date you incurred the health care expense;
- The name of the person, organization, or other provider to whom you paid the health care expenses;
- A statement that you (or your eligible dependent) have not been (and will not be) reimbursed by insurance or otherwise, and you have not been allowed a tax deduction in a prior year for (and will not claim as a tax deduction) the health care expense under Code Section 213; and
- A written bill or explanation of benefits (EOB) from the health care service provider stating that you incurred the health care expense, the amount of the expense, and, at the discretion of **OneExchange**, a receipt showing you made the payment.

**OneExchange** may require you to submit a bill, receipt, cancelled check, or other written evidence or certification of payment or proof of your obligation to pay the health care expense. Verbal or handwritten information for general merchandise, illegible receipts, and statements with a forwarding balance are not accepted.

## Receiving Reimbursements

You can request and receive reimbursements up to your current HRA balance or as provided for the Catastrophic Prescription Drug reimbursement.

## Timing of Reimbursements

After **OneExchange** receives and approves your claim and related receipts, your claim generally will be processed within three to five business days. However, the regulations allow up to 30 days, plus an additional 15 days if needed, to conduct a review. **OneExchange** will notify you if the additional 15-day

period is needed. If this extension is needed because information was not provided that is necessary to review the claim, **OneExchange** will describe the information needed. You will have up to 45 days from the date you receive the request for information to submit it. If you do not submit the requested information within the 45-day period, you must resubmit the entire claim. In this case, if the resubmitted claim is still incomplete, it will be discarded and may not be resubmitted again.

Once your claim is approved, you will receive a payment. If you are set-up to receive a direct deposit, generally, you will receive the payment within three days of the approval. If your reimbursement is by check, you should receive it within 14 days. Visit the **OneExchange** website for the most current status of your claim. If your claim is denied, you have the right to appeal the decision, as described in more detail below. If you fail to file an appeal, you have no further rights under the Plan and you are not entitled to bring legal action.

## **Your Right to Appeal a Claim**

If a claim for benefits is denied or if your request for eligibility for coverage or participation in the Plan is denied, in whole or in part, you may request a review of the denial. Your request for review must be in writing, and it should contain the reasons why you believe you are entitled to benefits, as well as any additional information or documentation to support your claim.

Under no circumstances will an appeal be accepted via e-mail. Your appeal request should include your name, employee number and any other comments, documents, records and/or other information you would like to have considered, whether or not submitted originally. You will have 180 days from receiving notification of a denial of benefits or of eligibility for coverage, participation and/or contributions to file an appeal with the Plan Administrator. Your appeal will be acknowledged within 15 working days of receipt. A representative of the Plan Administrator may call you to obtain records and/or other pertinent information in order to respond to your appeal. You will be notified of a decision with regard to your appeal not later than 30 days after the appeal is received. In certain circumstances, this period may be extended up to 15 days and a representative of the Plan Administrator will contact you to indicate a delay with regard to a determination of your appeal.

## **Second-Level of Review**

If your appeal is denied, you may submit a written second-level appeal of that denial with the Plan Administrator within 60 days of receipt of the decision with regard to your first appeal. You will receive the final decision about your appeal in writing no later than 30 days after the appeal is received. This decision will give you the specific reasons for the decision and also provide you with the corresponding Plan provision(s). The decisions are final and binding on all parties except as required by law. You or your covered dependents must exhaust all of the internal administrative remedies described above prior to bringing an action for benefits under the Plan as described under Section 502(a) of ERISA.

## **Legal Action and Exhaustion of Appeals**

You must use and fully exhaust all of your actual or potential rights under the Plan's administrative claims and appeals procedures by filing an initial claim and then filing a timely appeal of any denial before filing suit in court. This relates to claims for benefits, eligibility and to any other issue, matter or dispute (including any plan interpretation or amendment issue). Any such suit must be filed within one year after receiving a final adverse benefit determination on appeal. Failure to follow the Plan's administrative claims and appeals procedures in a timely manner will cause you to lose your right to bring legal action.

## How to File Your Appeal

To appeal an adverse decision, you must file your appeal, in writing via regular mail to:

**OneExchange** Appeals  
Post Office Box 2396  
Omaha, NE 68103-2396

Or, by fax to:

**OneExchange** Appeals (855) 321-2605

To submit a **Second-Level** appeal, or a **claim related to eligibility** to participate, you must file your appeal or eligibility claim, in writing via regular mail to:

Emory University  
Employee Benefits Department  
Official Appeal  
1599-001-1AP  
1599 Clifton Road NE Atlanta, Georgia 30322

Or, by fax to:

Emory University  
Employee Benefits Department  
Official Appeal  
(404) 727-7145

## DISCRETIONARY AUTHORITY

The Plan Administrator and the Claims Administrator (with respect to any matters delegated to the Claims Administrator) have the exclusive discretionary authority to construe and to interpret the Plan, to decide all questions of eligibility for benefits and to determine the amount of such benefits, and their decisions on such matters are final and conclusive. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect. Benefits under the Plan will be paid only if the Plan Administrator or the Claims Administrator, as applicable, decides in its discretion that a participant is entitled to them.

## General Administration

<b>Plan Information</b>	
Name of Plan	Emory Post-65 Retirement Health Reimbursement Arrangement Plan (sometimes referred to as the Retiree HRA)
Effective Date	September 1, 2014
Name, address, and telephone number of the Plan Sponsor	Emory University 1599 Clifton Rd, First Floor Atlanta, GA 30322 (404) 727-7613
Name, address, and telephone number of the Plan Administrator  (The Plan Administrator has the exclusive right and discretionary authority to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals or committees.)	Emory University Attn: Vice President for Human Resources 1599 Clifton Road, First Floor Atlanta, GA 30322 (404) 727-7613
Agent for Service of Legal Process	Emory University Office of General Counsel 201 Dowman Drive 101 Administration Building Atlanta, GA 30322
Sponsor's federal tax identification number	58-0566256
Plan Number	508
Plan Year	January 1 - December 31 except that the first plan year was September 1, 2014-December 31, 2014
Administration  Contract administration with a Third Party Administrator	Towers Watson 10975 South Sterling View Drive Suite A-1 South Jordan, UT 84905 (855) 241-5720  <a href="http://www.medicare.oneexchange.com/emory">www.medicare.oneexchange.com/emory</a>
Claims Submission Agent (All reimbursement forms, and supporting documentation, must be provided to the Claims Submission Agent. Forms should not be mailed to the Third Party Administrator.)	Towers Watson P.O. Box 2396 Omaha, NE 68103-2396 Fax: (855) 321-2605
Funding	The Plan is funded from the Participating Employer's general assets unless claims or administrative expenses are paid from the related tax-exempt VEBA trust established for retiree medical benefits or are submitted for reimbursement from such trust by the employer.

Participating Employers	Emory University Emory Healthcare
Trustee	Emory University Attn: Vice President for Human Resources 1599 Clifton Road NE, First Floor Atlanta, Georgia 30322

## Contact Information

Plan/Program	Telephone/Fax Numbers	Mailing and Web Address
<b>OneExchange</b> <ul style="list-style-type: none"> <li>Health Reimbursement Account (HRA)</li> <li>Individual Medicare Supplement Plans</li> <li>Catastrophic Prescription</li> </ul>	(855) 241-5720 (Phone) (801) 413-0991 (Fax)	<b>OneExchange</b> 10975 South Sterling View Drive South Jordan, UT 84095  <a href="http://www.medicare.oneexchange.com/emory">www.medicare.oneexchange.com/emory</a>  Post Office Box 981156 El Paso, Texas 79998-1156 Fax: (844) 930-0236
<b>Emory University</b> <ul style="list-style-type: none"> <li>HRA Eligibility</li> </ul>	(404) 727-7613 (Phone) (404) 727-7145 (Fax)	<b>Emory University Benefits Department</b> 1599 Clifton Road, NE Atlanta, GA 30322  <a href="http://www.hr.emory.edu/eu/benefits">www.hr.emory.edu/eu/benefits</a>

## Amendment and Termination

Emory University reserves the sole discretionary right to modify, amend, or terminate this Plan at any time, even after your retirement. There is no promise of lifetime benefits. If the Plan is modified, amended, or terminated, you will be notified about how your plan benefits or coverage have changed.

## Privacy

The Plan complies with the privacy rules of the **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**, which provide safeguards on protected health information maintained by **OneExchange** and the Plan.

The Plan is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information or “Protected Health Information” (“PHI”) and to inform you about:

- The Plan’s uses and disclosures of PHI;

- Your privacy rights with respect to your PHI;
- The Plan’s duties with respect to your PHI;
- Your right to file a complaint with the Plan and to the Secretary of the U.S. Department of Health and Human Services; and
- The person or office to contact for further information about the Plan’s privacy practices.

You may access <https://hipaa.emory.edu/home/Policies/index.html> to obtain information regarding the privacy rules.

## **ERISA**

This Plan is an employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that you, as a Plan Participant, will be entitled to:

### **Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may apply a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Continue Plan Coverage**

You may be able to continue Plan coverage for your eligible spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. However, your spouse or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan for the rules governing COBRA continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of the Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the Plan, or from exercising your rights under ERISA.

## **Enforcement of Your Rights**

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (e.g., if it finds your claim is frivolous).

## **Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Legal Notices**

### **Newborns' and Mothers' Health Protection Act**

Under federal law, group health Plans and health insurance issuers offering group health insurance coverage generally may not restrict Benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the Plan or issuer may pay for a shorter stay if the attending provider (e.g., your Physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, Plans and issuers may not set the level of Benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a Plan or issuer may not, under federal law, require that you, your Physician, or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, you may be required to obtain precertification for any days of confinement that exceeds 48 hours (or 96 hours). For information on precertification, contact the Claims Administrator.

## **Definitions**

### **Eligible Retiree**

An Emory employee who satisfies the eligibility requirement in effect on the date of his/her retirement and; is notified by the Plan Administrator of his/her eligibility to enroll in the HRA and; has attained age 65; and has continued medical coverage under the Emory Health Care Plan until such time.

### **Dependents**

A spouse, surviving spouse, or Same-Sex Domestic Partner (SSDP) of the retiree, covered under the Emory Health Care Plan prior to the employee's retirement, and who has attained the age of 65.

### **ERISA**

The Employee Retirement Income Security Act of 1974, as amended.

### **Health Reimbursement Account (HRA)**

The notational bookkeeping account established for a participant to hold his/her benefit credits. This account is also referred to as a Health Reimbursement Arrangement.

### **Medicare**

The Hospital and Supplemental Medical Insurance Plan established by Title XVIII of the Social Security Act of 1965, as amended.

### **OneExchange**

A Medicare coordinator/private Medicare insurance exchange that employs licensed benefit advisors to assist Medicare eligible retirees and/or eligible dependents select individual Medicare supplemental health insurance coverage.

### **Participant**

The individual in whose name a HRA has been established. A "participant" is a:

- Retiree who meets the HRA participant eligibility requirements; or
- Retiree's spouse/surviving spouse/SSDP who meets the HRA participation eligibility requirements.

### **Plan**

The Emory Post-65 Retiree Health Reimbursement Arrangement (HRA) Plan. The benefits described in this SPD are provided by the Plan.

### **Plan Administrator**

The entity with overall responsibility for the administration of the benefit plan described in this SPD, or the person or entity to whom such responsibility has been delegated.

### **Subsidy**

The amount credited to a participant's Health Reimbursement Account (HRA) based on the retiree's retirement date and whether the retiree and/or spouse/surviving spouse/SSDP are eligible for the HRA. These amounts can be changed at any time.