



BOARD OF DIRECTORS

## RESOLUTION

### ADOPTING A HEALTH REIMBURSEMENT ARRANGEMENT PLAN AND AFFIRMING THE LSC PRESIDENT'S AUTHORITY TO AMEND EMPLOYEE HEALTH BENEFITS

**WHEREAS**, Section 3.01 of the Bylaws of the Legal Services Corporation (LSC or Corporation) provides that "[t]he Board shall have the power to direct the business and affairs of the Corporation and to control and safeguard its property, subject to the provisions of the [LSC] Act";

**WHEREAS**, Section 6.05(a) of the Bylaws provides that the LSC President is responsible for the day-to-day administration of the Corporation's affairs, subject to the direction of and policies established by the Board;

**WHEREAS**, LSC offers a number of employee health benefits which the Board of Directors (Board), as head of the Corporation, has authority to execute, amend, and terminate, including providing reimbursement to employees for health insurance coverage provided through an employee's or the spouse's former employer;

**WHEREAS**, changes to LSC's health reimbursement benefit are necessitated by the Affordable Care Act;

**WHEREAS**, the Board has received the proposed Health Reimbursement Arrangement (HRA) plan documents;


**WHEREAS**, by practice the LSC President and the Director of the Office of Human Resources (OHR Director) annually review employee health benefits offered by LSC and the LSC President approves amendments as necessary, appropriate, or advisable, reporting and obtaining Board approval beforehand; and

**WHEREAS**, the Board desires to formally affirm the LSC President's authority to amend existing employee health benefits offered by LSC, subject to providing reasonable notice to the Board;

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves adoption of the attached Health Reimbursement Arrangement (HRA) plan and authorizes the LSC President to administer the HRA plan in accordance with the HRA plan documents, and to amend the plan as necessary, appropriate, or advisable; and

**BE IT FURTHER RESOLVED** that the Board hereby affirms the LSC President's authority to amend employee health benefits offered by LSC as necessary, appropriate, or advisable, subject to providing reasonable notice to the Board.

**Adopted by the Board of Directors**  
November 17, 2014



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John G. Levi  
*Chairman*

**Attest:**



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Ronald S. Flagg  
*Vice President for Legal Affairs,*  
*General Counsel & Corporate Secretary*

**Legal Services Corporation**

**Health Reimbursement Arrangement (HRA) Plan**

**As Adopted Effective January 1, 2014.**

**Legal Services Corporation Health Reimbursement Arrangement (HRA) Plan**

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## ARTICLE I. Introduction

### 1.1 Establishment of Plan

Legal Services Corporation (LSC) hereby establishes the Legal Services Corporation Health Reimbursement Arrangement (HRA) Plan (the Plan) effective January 1, 2014 (the Effective Date).

This Plan is intended to permit an Eligible Employee, who has been offered coverage under the LSC Health Plan, but is enrolled in retiree coverage under a group health plan other than the LSC Health Plan, to obtain reimbursement of Retiree Premium Expenses on a nontaxable basis from his or her HRA Account. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

### 1.2 Legal Status

This Plan is intended to be a health reimbursement arrangement as defined under IRS Notice 2002-45. The Retiree Premium Expenses reimbursed under this Plan are intended to be eligible for exclusion from Participants' gross income under Code §105(b). This Plan is intended to be an employer-provided medical reimbursement plan under Code §§105 and 106 and regulations issued thereunder. This Plan is also intended to be an "integrated HRA" that satisfies the no minimum value method of integration described in IRS Notice 2013-54 and DOL Tech. Rel. 2013-03, through integration with non-HRA group health plans that provide retiree or COBRA continuation coverage and do not consist solely of excepted benefits to Plan Participants. This Plan shall be interpreted to accomplish these objectives.

## ARTICLE II. Definitions

### 2.1 Definitions

"**Administrator**" means Legal Services Corporation. The contact person is the Benefits Manager for LSC, who has the full authority to act on behalf of the Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Administrator, as described in Section 8.1.

"**Benefits**" means the reimbursement benefits for Retiree Premium Expenses described under Article VI.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Committee**" means the Benefits Committee appointed by the President of LSC.

"**Compensation**" means the wages or salary paid to an Employee by LSC.

"**Dependent**" means (a) any individual who is a Participant's child as defined by Code §152(f)(1) and who has not attained age 26, and (b) any tax dependent of a Participant as defined in Code §105(b) provided, however, that any child to whom Code §152(e) (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) applies is treated as a dependent of both parents. Notwithstanding the foregoing, the HRA Account will provide Benefits in

accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

**"Effective Date"** means January 1, 2014.

**"Eligible Employee"** means an Employee eligible to participate in this Plan, as provided in Section 3.1.

**"Employee"** means an individual whom LSC classifies as a common-law employee and who is on LSC's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or an individual classified by LSC as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on LSC's W-2 payroll or is determined by the IRS or others to be a common-law employee of LSC; (b) any individual who performs services for LSC but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of LSC; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation, including those deemed to be a more-than-2% shareholder by virtue of the Code §318 ownership attribution rules. The term "Employee" does include "former Employees" for the limited purpose of allowing continued eligibility for Benefits in accordance with Section 3.2.

**"Employer" or "LSC"** means Legal Services Corporation (LSC), and any Related Employer that adopts this Plan with the approval of LSC. Related Employers, if any, that have adopted this Plan are listed in Appendix A to this Plan. However, for purposes of Article IX and Section 10.3, "Employer" means only LSC.

**"Employment Commencement Date"** means the first regularly scheduled working day on which the Employee first performs an hour of service for LSC for Compensation.

**"Enrollment Form"** means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

**"FMLA"** means the Family and Medical Leave Act of 1993, as amended.

**"Highly Compensated Individual"** means an individual defined under Code §105(h), as amended, as a "highly compensated individual."

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**"HRA"** means a health reimbursement arrangement as defined in IRS Notice 2002-45.

**"HRA Account"** means the HRA Account described in Section 6.4.

**"LSC Health Plan"** means the non-HRA group health plan sponsored by LSC that does not consist solely of excepted benefits.

**"Participant"** means an individual who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III.

**"Period of Coverage"** means each month of the Plan Year, with the following exceptions: (a) for Eligible Employees who first become Participants, it shall mean the months of the Plan Year following the date participation commences, as described in Section 3.1; and (b) for Participants who terminate participation, it shall mean the months of the Plan Year prior to the date participation in the Plan terminates, as described in Section 3.2. A different Period of Coverage (e.g., a calendar month) may be established by the Administrator and communicated to Participants.

**"Permanent Opt-Out Form"** means the form provided by the Administrator for the purpose of allowing a Participant to permanently opt-out of his or her HRA Account, as provided in Section 4.3.

**"Plan"** means the Legal Services Corporation Health Reimbursement Arrangement Plan as set forth herein and as amended from time to time.

**"Plan Year"** means the calendar year (i.e., the 12-month period commencing January 1 and ending on December 31), except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

**"QMCSO"** means a qualified medical child support order, as defined in ERISA §609(a).

**"Related Employer"** means any employer affiliated with LSC that, under Code §§414(b), (c), or (m), is treated as a single employer with LSC for purposes of Code §105.

**"Retiree Plan"** means the non-HRA group health plan that is sponsored by an employer other than LSC in which the Participant is enrolled and receiving retiree or COBRA continuation coverage that does not consist solely of excepted benefits.

**"Retiree Premium Expenses"** has the meaning defined in Section 6.2.

**"Spouse"** means an individual who is treated as a spouse for federal tax purposes.

**"SPD"** means the separate summary plan description describing the terms of this Plan.

**"Suspension Election Form"** means the form provided by the Administrator for the purpose of allowing a Participant to suspend his or her HRA Account, as provided in Section 4.2.

**"USERRA"** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

## **ARTICLE III. Eligibility and Participation**

### **3.1 Eligibility to Participate**

An individual is an Eligible Employee and may become a Participant in this Plan if the individual (a) is an Employee; (b) regularly works 30 hours or more per week; (c) is eligible for coverage under, but is not enrolled in, the LSC Health Plan; and (d) is enrolled in a Retiree Plan. An Employee who becomes an Eligible Employee and who has submitted an Enrollment Form to the Administrator shall be enrolled in the Plan and become a Participant as described in Section 4.1.



### **3.2 Termination of Participation**

An Employee will cease to be a Participant when the first of the following occurs:

- this Plan terminates;
- the Participant submits an Enrollment Form to the Administrator to enroll in coverage under the LSC Health Plan rather than this Plan; or
- the Employee fails to satisfy any requirement necessary to be an Eligible Employee, provided that an Employee's participation may continue for purposes of COBRA coverage, as may be permitted by the Administrator on a uniform and consistent basis under Section 6.7.

If the Plan terminates, the Employee's loss of Participant status shall occur immediately upon occurrence of the applicable event. If an Employee ceases to be a Participant for any other reason, the Employee's loss of Participant status shall occur at the end of the calendar month in which the applicable event occurs, or such other date as may properly be indicated on an Enrollment Form, Suspension Election Form, or Permanent Opt-Out Form. Any reimbursements from the HRA Account after termination of participation will be made pursuant to Section 6.7 (relating to the run-out period for submitting claims incurred prior to termination and relating to COBRA).

### **3.3 Participation Following Termination of Employment or Loss of Eligibility**

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within thirty (30) days of the date of the termination of employment, the resulting break in employment will be disregarded for purposes of determining whether the Employee is an Eligible Employee, and the rehired Employee will be reinstated under the terms and conditions that were in effect prior to the termination, provided the individual meets the other requirements to be an Eligible Employee (disregarding the break in employment). If a Participant terminates employment and is not rehired within thirty (30) days or ceases to be an Eligible Employee for any other reason for more than thirty (30) days (including, but not limited to, a reduction in hours or loss of Retiree Plan coverage), the Employee will have to comply with the procedures described in Section 6.6 for their coverage to be reinstated, but the Employee may become a Participant and be eligible to receive HRA contributions for Retiree Premium Expenses going forward if the individual satisfies the conditions described above under Section 3.1.

### **3.4 FMLA and USERRA Leaves of Absence**

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA or USERRA, then to the extent required by the FMLA or USERRA, as applicable, LSC will continue to maintain the Participant's Benefits on the same terms and conditions as if the Participant were still an active Eligible Employee.

### **3.5 Non-FMLA and Non-USERRA Leaves of Absence**

If a Participant goes on a leave of absence that is not subject to the FMLA or USERRA, the Participant will be treated as having terminated participation, as described above under Section 3.2.

## **ARTICLE IV. Method and Timing of Enrollment**

### **4.1 Enrollment When First Eligible**

An Eligible Employee will commence participation in this Plan on the first day of the calendar month immediately following the Employee's submission of a properly completed Enrollment Form to the Administrator, or on the first day of such later calendar month as may properly be indicated on that Enrollment Form. Once the Eligible Employee is enrolled as a Participant, his or her participation will continue until his or her participation ceases pursuant to Section 3.2 (subject to any suspension or permanent opt-out).

### **4.2 Election to Suspend HRA Account**

A Participant may elect to suspend his or her HRA Account for any future Plan Year by submitting a Suspension Election Form to the Administrator prior to the beginning of that Plan Year. The Participant's suspension election will remain in effect for the entire Plan Year to which it applies, and the Participant may not modify or revoke the election during that Plan Year, unless there is a subsequent HIPAA special enrollment opportunity (as described in Section 701(f) of ERISA) allowing for re-enrollment. The Participant will not receive reimbursements for any Retiree Premium Expenses incurred during a Period of Coverage to which the suspension election applies.

If a Participant suspends his or her HRA Account for a Plan Year, LSC will suspend contributions to the HRA Account for that Plan Year. Retiree Premium Expenses incurred before the beginning of the suspension election will be reimbursed, subject to the reimbursement procedures contained in Section 6.6, so long as no suspension election was in effect for the Period of Coverage in which such expenses were incurred.

### **4.3 Permanent Opt-Out**

In lieu of a temporary suspension of a Participant's HRA Account as provided in Section 4.2, a Participant may elect to permanently opt out of and waive future reimbursements from his or her HRA Account by submitting a Permanent Opt-Out Form to the Administrator. The Permanent Opt-Out Form must be submitted prior to the beginning of the Period of Coverage the opt-out election is to take effect. A Participant who makes that election will not receive reimbursements for any Retiree Premium Expenses incurred after the opt-out election takes effect. Retiree Premium Expenses incurred before the opt-out election takes effect, however, may be reimbursed, subject to the reimbursement procedures contained in Section 6.6, so long as no suspension election was in effect for the Period of Coverage in which such expenses were incurred.

If a Participant permanently opts out of this Plan, LSC will also discontinue contributions to the Participant's HRA Account.

The opportunity to make a permanent opt-out election shall be offered to each Participant at least annually. No similar offer shall be required at termination of employment because in that case Section 6.7 limits reimbursements automatically.

## **ARTICLE V. Benefits Offered and Method of Funding**

### **5.1 Benefits Offered**

When an Eligible Employee becomes a Participant in accordance with Articles III and IV, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Retiree Premium Expenses, as described in Article VI. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than for reimbursement for Retiree Premium Expenses.

### **5.2 Employer and Participant Contributions**

- a) *Employer Contributions.* LSC funds the full amount of the HRA Accounts.
- b) *Participant Contributions.* There are no Participant contributions for Benefits under the Plan, except as provided in Section 6.7 in the case of COBRA coverage.
- c) *No Funding Under Cafeteria Plan.* Under no circumstances will the Benefits be funded with salary reduction contributions, employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or employer contributions be treated as Employer contributions to the Plan.

### **5.3 Funding This Plan**

All of the amounts payable under this Plan shall be paid from the general assets of LSC. Nothing herein will be construed to require LSC or the Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of LSC from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

## **ARTICLE VI. Health Reimbursement Benefits**

### **6.1 Benefits**

The Plan will reimburse Participants for Retiree Premium Expenses up to the monthly amount allowed as set forth and adjusted under Section 6.3.

### **6.2 Eligible Retiree Premium Expenses**

Under the HRA Account, a Participant may receive reimbursement for Retiree Premium Expenses incurred during a Period of Coverage.

- a) *Incurred.* A Retiree Premium Expense is incurred at the time the coverage giving rise to the expense is effective, and not when the individual incurring the expense is formally billed for, is charged for, or pays for the coverage. Retiree Premium Expenses incurred before a Participant first becomes covered by the Plan are not eligible.
- b) *Retiree Premium Expenses Generally.* "Retiree Premium Expenses" means expenses for premiums that are incurred by a Participant, or his or her Spouse, for health coverage through a Retiree Plan.
- c) *Retiree Premium Expenses Exclusions.* "Retiree Premium Expenses" shall not include (1) health insurance premiums for individual policies (including individual market coverage), (2) health insurance premiums for COBRA continuation coverage offered under the LSC Health Plan, (3)

co-payments, co-insurance, deductibles, or medical care (as defined under Code §213(d)), or (4) any other health insurance premium or expense (including the LSC Health Plan) that a Participant pays on a nontaxable or pre-tax basis.

- d) *Cannot Be Reimbursed or Reimbursable From Another Source.* Retiree Premium Expenses may be reimbursed from the Participant's HRA Account only to the extent that the Participant or other individual incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through any other plan.

### **6.3 Maximum Benefits**

- a) *Maximum Benefits.* The maximum dollar amount that may be reimbursed to a Participant is the amount of the Retiree Premium Expense that a) exceeds the monthly premium contribution amount the employee would have paid as a participant in the LSC Health Plan, and b) does not exceed the monthly premium contribution amount LSC would have paid for the employee to participate in the LSC Health Plan.
- b) *Changes.* For subsequent Plan Years, the maximum dollar limit may be changed by the Administrator and shall be communicated to Employees through the Enrollment Form, the SPD, or another document.
- c) *Nondiscrimination.* Reimbursements to Highly Compensated Individuals may be limited or treated as taxable compensation to comply with Code §105(h), as may be determined by the Administrator in its sole discretion.

### **6.4 Establishment of Account**

The Administrator will establish and maintain an HRA Account with respect to each Participant but will not create a separate fund or otherwise segregate assets for this purpose. The HRA Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and available reimbursement amounts.

- a) *Crediting of Accounts.* A Participant's HRA Account will be credited at the beginning of each calendar month during a Period of Coverage with an amount equal to the applicable maximum dollar limit for the month. No amount shall be credited for a calendar month, however, if the Participant is not still an Eligible Employee on the first day of that calendar month.
- b) *Debiting of Accounts.* A Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of Retiree Premium Expenses incurred during the Period of Coverage.
- c) *Available Amount.* The amount available for reimbursement of Retiree Premium Expenses each month is the amount credited to the Participant's HRA Account under subsection (a) for that month.

### **6.5 Carryover and Forfeitures**

If any balance remains in the Participant's HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall be forfeited. If an individual ceases to be a Participant (as described in Section 3.2), expenses incurred after such time will not be reimbursed unless COBRA continuation coverage is elected as provided in Section 6.7. In

addition, any HRA benefit payments that are unclaimed within thirty (30) days following the close of a Period of Coverage shall be forfeited.

## **6.6 Reimbursement Procedure**

- a) *Timing.* Participants shall provide the Administrator with the plan registration form showing the Participant is enrolled in a Retiree Plan and details the Retiree Plan monthly premium no later than January 15 of the Plan Year in which the Retiree Premium Expenses are to be reimbursed, or thirty (30) days after the start of the Period of Coverage, if coverage becomes effective under the Plan mid-Plan Year. Within thirty (30) days after receipt by the Administrator of a reimbursement claim from a Participant, LSC will reimburse the Participant for the Participant's Retiree Premium Expenses up to the applicable maximum dollar limit for the month (if the Administrator approves the claim), or the Administrator will notify the Participant that his or her claim has been denied (see Section 8.1 regarding procedures for claim denials and appeals procedures). The 30-day time period may be extended for an additional fifteen (15) days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant forty-five (45) days in which to complete an incomplete reimbursement claim.
- b) *Benefit Changes.* If a change has occurred to the Participant's Retiree Plan coverage that affects their eligibility for this Plan, the Retiree Plan, or the amount of their Retiree Premium Expenses, the Participant shall immediately provide notice of such change to the Administrator. Participants who fail to notify the Administrator within ten (10) business days of such change shall not be eligible to participate in the Plan for the remainder of the Plan Year. Any Retiree Premium Expenses reimbursed by LSC for expenses that were not incurred in accordance with Section 6.2 herein shall be remitted to the Administrator within ten (10) business days of the date on which it was determined the Retiree Premium Expenses should not have been reimbursed.
- c) *Claims Substantiation.* A Participant who seeks Benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, by no later than thirty (30) days following the close of the Period of Coverage in which the Retiree Premium Expense was incurred, setting forth-
  - the individual(s) on whose behalf Retiree Premium Expenses have been incurred;
  - the nature and date of the Retiree Premium Expenses so incurred;
  - the amount of the requested reimbursement; and
  - a statement that such Retiree Premium Expenses have not otherwise been reimbursed, are not reimbursable through any other source, and were not paid on a nontaxable or pre-tax basis.

The application shall be accompanied by bills, invoices, or other statements from an independent third party (e.g., the Retiree Plan or insurance carrier) showing that the Retiree Premium Expenses have been incurred and the coverage date and amounts of such Retiree Premium Expenses, together with any additional documentation that the Administrator may request. Except for the final reimbursement claim for a Plan Year, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement total at least \$25.

d) *Claims Denied.* For reimbursement claims that are wholly or partially denied, see the appeals procedure in Article VIII.

#### **6.7 Reimbursements After Termination; COBRA**

When a Participant ceases to be a Participant under Section 3.2, the Participant will not be able to receive reimbursements for Retiree Premium Expenses incurred after his or her participation terminates. However, such Participant (or the Participant's estate) may claim reimbursement for any Retiree Premium Expenses incurred during the Period of Coverage prior to termination of participation, provided that the Participant (or the Participant's estate) files a claim by sixty (60) days following the close of the Period of Coverage in which the Retiree Premium Expense arose.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, the Participant and his or her Spouse and Dependents (Qualified Beneficiaries), whose coverage terminates under the HRA Account because of a COBRA qualifying event, shall be given the opportunity to continue (on a self-pay basis) the same coverage that he or she had under the HRA Account on the day before the qualifying event for the periods prescribed by COBRA (subject to all conditions and limitations under COBRA). However, in the event that such coverage is modified for all similarly situated non-COBRA Participants prior to the date continuation coverage is elected, Qualified Beneficiaries shall be eligible to continue the same coverage that is provided to similarly situated non-COBRA Participants. At the beginning of each month in the Period of Coverage, Qualified Beneficiaries shall be credited with the monthly reimbursement accrual (i.e., the maximum monthly reimbursement amount in that Period of Coverage) that is made available to similarly situated non-COBRA beneficiaries. A premium for COBRA continuation coverage shall be charged to Qualified Beneficiaries in such amounts and shall be payable at such times as are established by the Administrator and permitted by COBRA.

#### **6.8 Named Fiduciary; Compliance With ERISA, COBRA, HIPAA, etc.**

- a) *Named Fiduciary.* Legal Services Corporation is the named fiduciary for the Plan for purposes of ERISA §402(a).
- b) *Laws Applicable to Group Health Plans.* Benefits shall be provided in compliance with ERISA, COBRA, HIPAA, FMLA, USERRA, and other laws affecting group health plans to the extent required by such laws.

### **ARTICLE VII. HIPAA Provisions**

#### **7.1 General**

As a HIPAA Health Plan, the Plan shall comply with the standards for privacy of Protected Health Information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

#### **7.2 Definitions**

For purposes of this Article, the following definitions shall apply:

**"Breach"** shall mean the acquisition, access, use, or disclosure of an individual's PHI in a manner not permitted under the Privacy Rule. A Breach shall be presumed unless the Plan determines there is a low probability that the PHI has been compromised. A Breach does not include: (1) an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access, or use was in good faith and within the scope of authority and does not result in a further impermissible use or disclosure; (2) an inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement and the information received is not further used or disclosed in a manner not permitted under the Privacy Rule; or (3) a disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

**"Breach Notification Rule"** means the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.

**"Electronic Protected Health Information"** or **"Electronic PHI"** means PHI that is transmitted by or maintained in electronic media.

**"Health Care Operations"** is as defined under 45 CFR §160.501.

**"HIPAA Health Plan,"** means a "Health Plan" as defined under 45 CFR §160.103, including an individual or group plan that provides, or pays the cost of, medical care, and includes those plans and arrangements listed in 45 CFR §160.103.

**"Payment"** is as defined under 45 CFR §160.501, and means activities undertaken by a HIPAA Health Plan to obtain contributions or to determine or fulfill its responsibility for coverage and provision of benefits, or to obtain or provide reimbursement for the provision of health care.

**"Privacy Policy"** means LSC's HIPAA Privacy Policy.

**"Privacy Rule"** means the regulations issued under HIPAA set forth in subpart E of 45 CFR Part 164.

**"Protected Health Information"** or **"PHI"** means individually identifiable health information that (1) relates to the past, present, or future physical or mental condition of a current or former Participant, Spouse, or Dependent, provision of health care to a Participant, Spouse, or Dependent, or payment for such health care; (2) can either identify the Participant, Spouse, or Dependent, or there is a reasonable basis to believe the information can be used to identify the Participant, Spouse, or Dependent; and (3) is received or created by or on behalf of the Plan.

**"Responsible Employee"** means an employee (including a contract, temporary, or leased employee) of the Plan or of LSC whose duties (1) require that the employee have access to PHI for purposes of Payment or Health Care Operations; or (2) make it likely that the employee will receive or have access to PHI. Persons designated as Responsible Employees are described in Section 7.3. A Responsible Employee shall also include any other employee (other than a designated Responsible Employee) who creates or receives PHI on behalf of the Plan, even though the employee's duties do not (or are not expected to) include creating or receiving PHI. Responsible Employees are within LSC's HIPAA firewall when they perform Plan functions.

**"Security Incident,"** as defined under 45 CFR §164.304, means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**"Security Rule"** means the regulations issued under HIPAA set forth in subpart C of 45 CFR Part 164.

### **7.3 Responsible Employees**

Only Responsible Employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of the Plan. The use or disclosure of PHI or Electronic PHI by Responsible Employees shall be restricted to the Plan administration functions that LSC performs on behalf of the Plan pursuant to Section 7.4.

- a) Employees who perform the following functions on behalf of the Plan are Responsible Employees: (1) claims determination and processing functions; (2) Plan vendor relations functions; (3) benefits education and information functions; (4) Plan administration activities; (5) legal department activities; (6) Plan compliance activities; (7) information systems support activities; (8) internal audit functions; and (9) human resources functions.
- b) In addition to those individuals described in subsection (a), the Plan HIPAA privacy officer and security official, and employees to whom the Plan HIPAA privacy officer and security official have delegated any of the following responsibilities, shall also be Responsible Employees: (1) implementation, interpretation, and amendment of the Privacy Policy; (2) Privacy Rule, Breach Notification Rule, or Security Rule training for employees; (3) investigation of and response to complaints by Participants, Spouses, Dependents, and/or employees; (4) preparation, maintenance, and distribution of the Plan's privacy notice; (5) response to requests by Participants, Spouses, or Dependents to inspect or copy PHI; (6) response to requests by Participants, Spouses, or Dependents to restrict the use or disclosure of their PHI; (7) response to requests by Participants, Spouses, or Dependents to receive communications of their PHI by alternate means or in an alternate manner; (8) amendment and response to requests to amend the PHI of Participants, Spouses, or Dependents; (9) response to requests by Participants, Spouses, or Dependents for an accounting of disclosures of their PHI; (10) response to requests for information by the Department of Health and Human Services; (11) approval of disclosures to law enforcement or to the military for government purposes; (12) maintenance of records and other documentation required by the Privacy Rule, Breach Notification Rule, or Security Rule; (13) negotiation of Privacy Rule, Breach Notification Rule, and Security Rule provisions and/or reasonable security provisions into contracts with third-party service providers; (14) maintenance of Plan PHI or Electronic PHI security documentation; or (15) approval of access to Electronic PHI by Participants, Spouses, or Dependents.

### **7.4 Permitted Uses and Disclosures**

Responsible Employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the Plan, consistent with the Privacy Policy. This includes:

- a) uses and disclosures for the Plan's own Payment and Health Care Operations functions;



- b) uses and disclosures for another HIPAA Health Plan's Payment and Health Care Operations functions;
- c) disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;
- d) disclosures to LSC, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- e) disclosures of a Participant's, Spouse's, or Dependent's PHI to the Participant or the Dependent or his or her personal representative, as defined under 45 CFR §164.502(g);
- f) disclosures to a Participant's, Spouse's, or Dependent's family members or friends involved in the Participant's, Spouse's, or Dependent's health care or payment for the Participant's, Spouse's, or Dependent's health care, or to notify a Participant's, Spouse's, or Dependent's family in the event of an emergency or disaster relief situation;
- g) uses and disclosures to comply with workers' compensation laws;
- h) uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- i) disclosures to the Secretary of Health and Human Services to demonstrate the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- j) uses and disclosures for other governmental purposes, such as for national security purposes;
- k) uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;
- l) uses and disclosures to identify a decedent or cause of death, or for tissue donation purposes;
- m) uses and disclosures required by other applicable laws; and
- n) uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508.

### **7.5 Prohibited Uses and Disclosures**

Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health Information is prohibited in the following situations.

- a) *Genetic Information.* Use or disclosure of Protected Health Information that is genetic information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility for benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.
- b) *Employment-Related Actions.* Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.
- c) *Other Benefits.* Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of LSC, except as expressly permitted in Section 7.4, shall not be a permitted use or disclosure.

## **7.6 Certification Requirement**

The Plan shall disclose PHI, including Electronic PHI, to Responsible Employees only upon receipt of a certification by LSC that LSC agrees:

- a) not to use or further disclose PHI other than as permitted or required by this Article and the Privacy Policy or as required by law;
- b) to take reasonable steps to ensure that any agents to whom LSC provides PHI or Electronic PHI received from the Plan agree: (1) to the same restrictions and conditions that apply to LSC with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;
- c) not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of LSC other than another HIPAA Health Plan;
- d) to report to the Plan any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures described in Section 7.4, or any Security Incident, of which LSC becomes aware;
- e) to make available PHI for inspection and copying in accordance with 45 CFR §164.524;
- f) to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;
- g) to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- h) to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Plan, available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, or the Security Rule;
- i) if feasible, to return or destroy all PHI and Electronic PHI received from the Plan that LSC still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible and Electronic PHI;
- j) to take reasonable steps to ensure that there is adequate separation between the Plan and LSC's activities in its role as Plan sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and
- k) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that LSC creates, receives, maintains, or transmits on behalf of the Plan.

## **7.7 Mitigation**

In the event of noncompliance with any of the provisions set forth in this Article:

- a) The HIPAA privacy officer or security official, as appropriate, shall address any complaint promptly and confidentially. The HIPAA privacy officer or security official, as appropriate, first will investigate the complaint and document the investigation efforts and findings.
- b) If PHI, including Electronic PHI, has been used or disclosed in violation of the Privacy Policy or inconsistent with this Article, the HIPAA privacy officer and/or the security official, as appropriate, shall take immediate steps to mitigate any harm caused by the violation and to minimize the possibility that such a violation will recur.
- c) If a Responsible Employee or other employee is found to have violated the Privacy Policy and/or policy developed under the Security Rule, such personnel shall be subject to disciplinary action up to and including termination.

## **7.8 Breach Notification**

Following the discovery of a Breach of unsecured PHI, the Plan shall notify each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of Unsecured PHI involving more than 500 residents of a State or jurisdiction, the Plan shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

# **ARTICLE VIII. Appeals Procedure**

## **8.1 Procedure If Benefits Are Denied Under This Plan**

If a claim for reimbursement under this Plan is wholly or partially denied, claims shall be administered in accordance with the claims procedure set forth in the SPD and LSC Employee Handbook. The Committee acts on behalf of the Administrator with respect to appeals.

# **ARTICLE IX. Recordkeeping and Administration**

## **9.1 Administrator**

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

## **9.2 Powers of the Administrator**

The Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Administrator with respect to any matter hereunder shall be

conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of Benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 9.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 8.1);
- b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to enroll in and submit claims pursuant to this Plan;
- c) to prepare and distribute information explaining this Plan and the Benefits under this Plan in such manner as the Administrator determines to be appropriate;
- d) to request and receive from all Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- f) to receive, review, and keep on file such reports and information concerning the Benefits covered by this Plan as the Administrator determines from time to time to be necessary and proper;
- g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan; and
- i) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

### **9.3 Reliance on Participant, Tables, etc.**

The Administrator may rely upon the information submitted by a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Administrator.

### **9.4 Provision for Third-Party Plan Service Providers**

The Administrator, subject to approval of LSC, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of LSC.

### **9.5 Fiduciary Liability**

To the extent permitted by law, the Administrator shall not incur any liability for any acts or for failure to act except for the Administrator's own willful misconduct or willful breach of this Plan.

### **9.6 Compensation of Plan Administrator**

Unless otherwise determined by LSC and permitted by law, any Administrator who is also an Employee of LSC shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of the Administrator's duties shall be paid by LSC.

### **9.7 Bonding**

The Administrator shall be bonded to the extent required by ERISA.

### **9.8 Insurance Contracts**

LSC shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any Benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and be retained by, LSC, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

### **9.9 Inability to Locate Payee**

If the Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due.

### **9.10 Effect of Mistake**

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the HRA Account of any Participant, or the amount of Benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code §105, the regulations issued thereunder or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the HRA Account or distributions to which he or she is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due to the Plan or LSC from Compensation paid by LSC.

## **ARTICLE X. General Provisions**

### **10.1 Expenses**

All reasonable expenses incurred in administering the Plan are currently paid by LSC.

### **10.2 No Contract of Employment**

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and LSC to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of LSC.

### **10.3 Amendment and Termination**

This Plan has been established with the intent of being maintained for an indefinite period of time. Such changes may include, but are not limited to, the right to (1) change or eliminate benefits, (2) increase or decrease employer contributions, and (3) change the class(es) of employees and/or dependents covered by the Plan. No amendment, termination or partial termination of the Plan will affect claims incurred for which items or services have been provided prior to the date of amendment, termination or partial termination.

Nonetheless, LSC may amend or terminate all or any part of this Plan at any time for any reason by resolution of LSC's Board of Directors or by any person or persons authorized by the Board of Directors to take such action, and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

### **10.4 Governing Law**

This Plan shall be construed, administered and enforced according to the laws of the District of Columbia, to the extent not superseded by the Code, ERISA or any other federal law.

### **10.5 Code and ERISA Compliance**

It is intended that this Plan meet all applicable requirements of the Code and ERISA, and of all regulations and guidance issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA, the provisions of the Code and ERISA shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

### **10.6 No Guarantee of Tax Consequences**

Neither the Administrator nor LSC makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

### **10.7 Indemnification of Employer**

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse LSC for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

### **10.8 Non-Assignability of Rights**

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

**10.9 Headings**

The headings of the various Articles and Sections (but not subsections) are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

**10.10 Plan Provisions Controlling**

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

**10.11 Severability**

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

**Adoption and Execution**

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Legal Services Corporation Health Reimbursement Arrangement Plan, Legal Services Corporation has caused this Plan to be executed in its name and on its behalf, on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**LEGAL SERVICES CORPORATION**

By: \_\_\_\_\_  
LSC President

Witness:

Signature: \_\_\_\_\_

**Appendix A**

**Related Employers That Have Adopted This Plan,  
With the Approval of Legal Services Corporation**

No Related Employers have adopted this Plan. As of January 1, 2014, Legal Services Corporation is the only employer participating in this Plan.



**Legal Services Corporation**

**Health Reimbursement Arrangement (HRA) Plan**

**Summary Plan Description**

**As Adopted Effective January 1, 2014.**

**Legal Services Corporation**  
**Health Reimbursement Arrangement (HRA) Plan**  
**Summary Plan Description**

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## Introduction

Legal Services Corporation (LSC) is pleased to provide the Legal Services Corporation Health Reimbursement Arrangement (HRA) Plan (the HRA Plan) for Eligible Employees. Under federal tax law, the HRA Plan is known as a "Health Reimbursement Arrangement" or "HRA" plan. Only Eligible Employees who are enrolled in non-HRA retiree coverage under a group health plan other than the LSC Health Plan can become Participants in the HRA Plan. This HRA Plan is integrated with the group health plans of the Employee's former employer or the Employee's Spouse's employer or former employer that provide coverage to HRA Plan Participants.

This booklet describes the basic features of the HRA Plan, how it operates, and how you can get the maximum advantage from it. It is only a summary of the key parts of the HRA Plan and a brief description of your rights as a Participant. Definitions of capitalized terms used in this booklet are contained in Part V. If there is a conflict between the official, complete HRA Plan document and this booklet, the official HRA Plan document will control.

### **PART I. General Information About the Plan**

#### *I-1. What is the purpose of the HRA Plan?*

The purpose of the HRA Plan is to reimburse Participants, up to certain limits, for their own and their covered Spouses' Retiree Premium Expenses. Reimbursements for Retiree Premium Expenses paid by the HRA Plan generally are excludable from taxable income.

#### *I-2. When did the HRA Plan take effect?*

The HRA Plan became effective January 1, 2014.

#### *I-3. Who can become a participant in the HRA Plan?*

If you are an Employee who works thirty (30) or more hours per week; are eligible for, but not covered by, the LSC Health Plan; and are enrolled in a Retiree Plan, then you are an Eligible Employee and may become a Participant in the HRA Plan.

#### *I-4. What Benefits are offered through the HRA Plan?*

Once you become a Participant, the HRA Plan will maintain an "HRA Account" in your name to keep a record of the amounts available to you for the reimbursement of eligible Retiree Premium Expenses. These records will track the available amounts separately for each month. Amounts credited, but not claimed, in one month will not be available as credits in any other month. Your HRA Account is merely a recordkeeping account; it has no cash value, is not funded (all reimbursements are paid from the general assets of LSC), and it does not bear interest or accrue earnings of any kind. It may be used to reimburse eligible Retiree Premium Expenses only. Benefits that are reimbursed from, or reimbursable by, any other source are not payable from this Plan.

Before the start of each Plan Year, LSC will determine a maximum amount that may be credited to Participants' HRA Accounts for each month during that Plan Year. The maximum amount will be the amount of the Retiree Premium Expense that a) exceeds the monthly premium contribution amount

that you would have paid as a participant in the LSC Health Plan (the “employee’s share”), and b) does not exceed the monthly premium contribution amount LSC would have paid for you to participate in the LSC Health Plan (the “employer’s share”) as described in Section I-6. Any Retiree Premium Expense above the maximum amount, including the employee’s share, is the Participant’s responsibility. If the maximum amount changes, you will be provided advance notice. If your Retiree Premium Expense changes, you must notify the Administrator immediately.

For each calendar month that you are a Participant, your HRA Account will be credited with the maximum monthly amount, so long as you are still an Eligible Employee on the first day of that month. For example, if the maximum amount is determined by LSC to be \$600 per month in that Plan Year, your account will be credited with \$600 at the beginning of each month during which you are a Participant, but no credit will be applied if you no longer qualify as an Eligible Employee on the first day of that month. Your HRA Account will be reduced by any amount paid to you for eligible Retiree Premium Expenses incurred by you or your Spouse. The amount available for reimbursement of Retiree Premium Expenses in any given month will be the total amount credited to your HRA Account for that month. If there is a difference remaining in the HRA Account at the end of the month due to a change in the Retiree Premium Expense amount or the maximum amount, such balance will be forfeited.

After thirty (30) days following the end of the month, the unused amount (if any) in your HRA Account will be forfeited.

#### *I-5. How will the HRA Plan work?*

The HRA Plan will reimburse you for eligible Retiree Premium Expenses only to the extent that you are eligible for the HRA Plan for that month. The following procedure should be followed:

- You must submit a plan registration form showing you are enrolled in a Retiree Plan and the Retiree Plan monthly premium by January 15 of the Plan Year in which you plan to incur Retiree Premium Expenses;
- You must submit a claim to the Administrator within thirty (30) days following the close of a period of coverage for which reimbursement is requested;
- Attest that you are covered under a Retiree Plan and the expenses you seek reimbursement for are limited to reimbursements for premiums under that plan;
- Provide any additional information requested by the Administrator;
- Your request for reimbursement must relate to Retiree Premium Expenses incurred by you or your Spouse during the time you were a Participant under this Plan; and
- A request for payment must be submitted within thirty (30) days following the end of the month in which the Retiree Premium Expense was incurred.

Participants submit claims on a form provided by the Administrator. The claim must set forth-

- The individual(s) on whose behalf the Retiree Premium Expenses were incurred;
- The nature and date of the Retiree Premium Expenses so incurred;
- The amount of the Retiree Premium Expenses for that month; and
- A statement that such Retiree Premium Expenses have not otherwise been reimbursed, are not reimbursable through any other source, and were not paid on a nontaxable or pre-tax basis.

Each claim must be accompanied by bills, invoices, or other statements from an independent third party (e.g., the Retiree Plan or insurance carrier) showing that the Retiree Premium Expenses have been incurred and showing the coverage date and amounts of such Retiree Premium Expenses, along with any additional documentation that the Administrator may request. Generally, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement total at least \$25, although there is an exception made for the final reimbursement claim for a Plan Year.

*I-6. Are there any limitations on Benefits available from the HRA Plan?*

Only Retiree Premium Expenses are covered by the HRA Plan. A Retiree Premium Expense is an expense incurred by a Participant, or his or her Spouse, for their health insurance coverage through a Retiree Plan.

Retiree Premium Expenses are eligible for reimbursement to a Participant by the HRA Plan only to the extent that the amount:

- a) Exceeds the monthly premium amount the employee would have paid as a participant in the LSC Health Plan, and
- b) Does not exceed the monthly premium amount LSC would have paid for the employee to participate in the LSC Health Plan.

For example, if the total monthly premium for employee only coverage in the LSC Health Plan is \$700, and employees pay \$70 while LSC pays \$630 for that coverage, then an HRA Plan Participant with a \$550 monthly premium for retiree only coverage in a Retiree Plan would be eligible for reimbursement of \$480 through the HRA Plan (\$550 minus the \$70 employee share). However, an HRA Plan Participant with a \$900 monthly premium for retiree only coverage in a Retiree Plan would be eligible for reimbursement of \$630 through the HRA Plan. In this scenario, the HRA Plan does not reimburse the first \$70 of the expense because employees pay \$70 to participate in the LSC Health Plan, and the HRA Plan also does not reimburse more than \$630 because LSC pays \$630 for employees who participate in the LSC Health Plan.

Some examples of expenses that are not Retiree Premium Expenses and are not eligible for reimbursement include the following:

- Health insurance premiums for individual policies (i.e., “exchange” or “marketplace” coverage), COBRA continuation coverage offered under the LSC Health Plan, non-retiree group health plan coverage, or a plan or policy that does not provide coverage for major medical expenses (i.e., limited scope dental and vision coverage that qualifies as excepted benefits).
- Health insurance premiums that a Participant pays on a nontaxable or pre-tax basis.
- Health insurance premiums that are reimbursed by, or reimbursable through, any other source.
- Health insurance premiums in excess of LSC’s employer share for the same level of coverage in the LSC Health Plan or equal to the employee’s share for the same level of coverage in the LSC Health Plan as described in Section I-4.
- Any expenses that do not constitute premiums (including co-payments, co-insurance, deductibles, or medical care (as defined under Code § 213(d)).
- Any expense incurred before you became a Participant.

*1-7. How do I become a Participant?*

If you meet the eligibility requirements described in Section 1-3, you will become a Participant in the HRA Plan on the first day of the calendar month following your submission of a properly completed enrollment form, or the first day of the later month indicated on your enrollment form, in accordance with procedures established by LSC, but only if you are an Eligible Employee on that day.

*1-8. What if I cease to be an Eligible Employee?*

If you cease to be an Eligible Employee because the HRA Plan terminates, your participation will terminate immediately. If you cease to be an Eligible Employee for any other reason (for example, if you die, retire, terminate employment, or your Retiree Plan coverage terminates), your participation in the HRA Plan will terminate at the end of the month in which the terminating event occurs, unless you are eligible for and elect COBRA continuation coverage as described below. In either case, you will be reimbursed for any Retiree Premium Expenses prior to the date your participation terminates, up to your monthly HRA Account balance, provided that you comply with the reimbursement request procedures required under the HRA Plan (see Section 1-5 for more information on the reimbursement request process). Any unused portions will not be available after termination of employment. However, if you are rehired within thirty (30) days after your termination, your HRA Account will be reinstated under the terms and conditions that were in effect prior to your termination.

*1-9. What is COBRA continuation coverage? If I or my Spouse or Dependent has a COBRA Qualifying Event, can I continue to participate in the HRA Plan?*

COBRA is a federal law that gives certain employees, spouses, and dependent children of employees the right to temporary continuation of their health care coverage under an employer's group health benefits, including this HRA Plan. If you, your Spouse, or your Dependent children experience an event known as a "Qualifying Event," and if such individual is covered under the HRA Plan when the Qualifying Event occurs, then the individual incurring the Qualifying Event will be entitled under COBRA (except in the case of certain small employers) to elect to continue his or her coverage under the HRA Plan if he or she pays the applicable premium for such coverage. "Qualifying Events" are certain types of events that would cause, except for the application of the COBRA rules, an individual to lose his or her group health insurance coverage. A Qualifying Event includes the following events:

- Your termination from employment or reduction of hours;
- Your divorce or legal separation from your Spouse;
- Your becoming eligible to receive Medicare benefits;
- Your Dependent child ceasing to qualify as a Dependent.

If the Qualifying Event is termination from employment, then the COBRA continuation coverage runs for a period of 18 months following the date that regular coverage ended. COBRA continuation coverage may be extended to 36 months if another Qualifying Event occurs during the initial 18-month period. You are responsible for informing the Administrator of the second Qualifying Event within 60 days after the second Qualifying Event occurs. COBRA continuation coverage may also be extended to 29 months in the case of an individual who becomes disabled within 60 days after the date the entitlement to COBRA continuation coverage initially arose and who continues to be disabled at the end of the 18 months. (In the event that family coverage is continued under COBRA, the Employee, Spouse, and

Dependents may all extend coverage to 29 months regardless of which individual has become disabled.) In all other cases to which COBRA applies, COBRA continuation coverage shall be for a period of 36 months.

*I-10. Will I have any administrative costs under the HRA Plan?*

Generally, no. LSC is currently bearing the entire cost of administering the HRA Plan while you are an Employee.

*I-11. How long will the HRA Plan remain in effect?*

Although LSC expects to maintain the HRA Plan indefinitely, it has the right to terminate the HRA Plan at any time. LSC also reserves the right to amend the HRA Plan at any time and in any manner that it deems reasonable, in its sole discretion. An amendment or termination of the Plan could result in the reduction or elimination of HRA Account balances under this Plan.

*I-12. Are my Benefits taxable?*

The HRA Plan is intended to meet certain requirements of existing federal tax laws, under which the Benefits that you receive under the HRA Plan generally are not taxable to you. However, LSC cannot guarantee the tax treatment to any given Participant, since individual circumstances may produce differing results. If there is any doubt, you should consult your own tax advisor.

*I-13. What happens if my claim for Benefits is denied?*

If your claim for Benefits is denied, then you have the right to be notified of the denial and to appeal the denial, both within certain time limits. The rules regarding denied claims for Benefits under the HRA Plan are discussed below.

**A. When must I receive a decision on my claim?**

You are entitled to notification of the decision on your claim within thirty (30) days after the Administrator's receipt of the claim. This 30-day period may be extended by an additional period of up to 15 days if the extension is necessary due to conditions beyond the control of the Administrator. The Administrator is required to notify you of the need for the extension and the time by which you will receive a determination on your claim. If the extension is necessary because of your failure to submit the information necessary to decide the claim, then the Administrator will notify you regarding what additional information you are required to submit, and you will be given at least 45 days after such notice to submit the additional information. If you do not submit the additional information, the Administrator will make the decision based on the information that it has.

**B. What information will a notice of denial of a claim contain?**

If your claim is denied, the notice that you receive from the Administrator will include the following:

- Information about your claim, including the date of coverage, to the extent such information is available;
- The specific reason for the denial;
- A reference to the specific HRA Plan provision(s) on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;

- A description of the HRA Plan's internal review procedures and the applicable time limits applicable, including a statement of your right to bring a civil action under ERISA §502(a) following a denial on review; and
- If the Administrator relied on an internal rule, guideline, protocol, or similar criteria in making its determination, either a copy of the specific rule, guideline, or protocol, or a statement that such a rule, guideline, protocol, or similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request.

***C. Do I have the right to appeal a denied claim?***

Yes, you have the right to an internal appeal.

***D. Do I have to appeal a denied claim before I can go to court?***

You will not be allowed to take legal action against the Plan, the Employer, the Administrator, or any other entity to whom administrative or claims processing functions have been delegated unless you exhaust your internal appeal rights.

***E. What are the requirements of my internal appeal?***

Your internal appeal must be in writing, must be provided to the Administrator, and must include the following information:

- Your name and address;
- The fact that you are disputing a denial of a claim or the Administrator's act or omission;
- The date of the notice that the Administrator informed you of the denied claim; and
- The reason(s), in clear and concise terms, for disputing the denial of the claim or the Administrator's act or omission.

You should also include any documentation that you have not already provided to the Administrator.

***F. Is there a deadline for filing my internal appeal?***

Yes. Your internal appeal must be delivered to the Administrator within 180 days after receiving the denial notice or the Administrator's act or omission. If you do not file your internal appeal within this 180-day period, you lose your right to appeal. Your internal appeal will be heard and decided by the Committee.

***G. How will my internal appeal be reviewed?***

Anytime before the internal appeal deadline, you may submit copies of all relevant documents, records, written comments, testimony, and other information to the Committee. The HRA Plan is required to provide you with reasonable access to and copies of all documents, records, and other information related to the claim. When reviewing your internal appeal, the Administrator will take into account all relevant documents, records, comments, and other information that you have provided with regard to the claim, regardless of whether or not such information was submitted or considered in the initial determination.

If the Administrator receives new or additional evidence that it considered, relied upon, or generated in connection with the claim, other than evidence that you have provided to it, you will be provided with this information and given a reasonable opportunity to respond to the evidence before the due date for



the Administrator's notice of final internal adverse benefit determination. Similarly, if the Administrator identifies a new or additional reason for denying your claim, that new or additional reason will be disclosed to you and you will be given a reasonable opportunity to respond to that new rationale before the due date for the Administrator's notice of final internal adverse benefit determination.

The internal appeal determination will not afford deference to the initial determination and will be conducted by a fiduciary of the HRA Plan who is not: (1) the individual who made the original determination; (2) an individual who is a subordinate of the individual who made the initial determination; or (3) an individual whose terms and conditions of employment are affected by the results of his or her decision.

If the internal appeal determination will be based on the medical judgment of a health care professional retained by the Administrator, the health care professional retained for purposes of the internal appeal will not be an individual who was consulted in connection with the determination that is being appealed or any subordinate of that individual.

***H. When will I be notified of the decision on my internal appeal?***

The Committee must notify you of the decision on your internal appeal within 60 days after receipt of your request for review.

***I. What information is included in the notice of the denial of my internal appeal?***

If your internal appeal is denied, the notice that you receive from the Committee will include the following information:

- Information about your claim, including the date of coverage, to the extent such information is available;
- The specific reason for the denial upon review;
- A reference to the specific HRA Plan provision(s) on which the denial is based;
- A statement providing that you are required to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; and
- If an internal rule, guideline, protocol, or similar criterion was relied upon in making the review determination, either the specific rule, guideline, or protocol, or a statement that such a rule, guideline, protocol, or similar criterion was relied upon in making the review determination and that a copy of such rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request.

***J. Do I have the right to seek a review of a denied claim to an external third party?***

No. Since claims denied under this HRA Plan do not involve medical judgment or a rescission of medical coverage and will be generally based on your or your Spouse's failure to meet the HRA Plan's eligibility requirements, the HRA Plan is not required to provide for an external review of denied claims.

***I-14. Who is the Administrator?***

Legal Services Corporation is the Administrator and the named fiduciary for the HRA Plan.

*I-15. May I elect to suspend or permanently opt out of my HRA Account?*

Yes. If you participate in the HRA Plan, you will be ineligible to receive federal premium tax assistance for individual coverage purchased on an exchange or marketplace. You can remove the HRA as an obstacle to or premium tax assistance for a Plan Year if you elect to "suspend" your HRA Account before the beginning of that Plan Year. Whether you elect to suspend your HRA Account is up to you.

You may elect to suspend your HRA Account for any future Plan Year by submitting a Suspension Election Form to the Administrator before the beginning of that Plan Year. Your suspension election will remain in effect for the entire Plan Year to which it applies, and you may not modify or revoke the election during that Plan Year, unless there is a subsequent HIPAA special enrollment opportunity allowing for re-enrollment.

By electing to suspend your HRA Account for a Plan Year, you agree to permanently forgo reimbursements from your HRA Account for Retiree Premium Expenses incurred during the months that the suspension election applies. Retiree Premium Expenses incurred in the Plan Year before the suspended Plan Year may be reimbursed, so long as there was no suspension in effect for that prior Plan Year. You must apply for reimbursement, by submitting an application in writing to the Administrator, no later than thirty (30) days following the end of the month in which the Retiree Premium Expense was incurred.

In lieu of a suspension of your HRA Account, you may elect to permanently opt-out of and waive any right to reimbursements from your HRA Account for expenses incurred after the election takes effect. This opportunity will be offered at least annually by the HRA Plan.

LSC will not contribute to your HRA Account after any opt-out election takes effect or for any months for which you have suspended your participation in the HRA Plan.

## **PART II. Administrative Information**

The Administrator administers the HRA Plan and has the discretionary authority to interpret all HRA Plan provisions and to determine all issues arising under the HRA Plan, including issues of eligibility, coverage, and Benefits. The Administrator's failure to enforce any provision of the HRA Plan shall not affect its right to later enforce that provision or any other provision of the HRA Plan. The Administrator may delegate some of its administrative duties to agents.

Name of Plan: Legal Services Corporation Health Reimbursement Arrangement Plan

Sponsoring Employer: Legal Services Corporation

Plan Administrator: Legal Services Corporation

Contact Person: Sophia Mason

Plan Administrator's Address: 3333 K Street, NW 3<sup>rd</sup> Floor  
Washington, D.C. 20007

Plan Administrator's Telephone Number: (202) 295-1575

Plan Administrator's Employer Identification Number (EIN): 52-1039060

Plan Number: 5

Plan Year: January 1 through December 31

Agent for Service of Process: Service may be made on the Administrator at the address listed above.

Maintenance of HRA Plan financial records: Records are kept on a Plan Year basis. The Plan Year ends on each December 31<sup>st</sup>.

Type of Plan: The HRA Plan is intended to qualify as an employer-provided medical reimbursement plan under Code §§105 and 106 and the regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45. The HRA Plan is intended to qualify as an integrated HRA pursuant to IRS Notice 2013-54 and DOL Tech. Rel. 2013-03.

Type of Administration: The Administrator pays applicable Benefits from the general assets of LSC.

Funding: The HRA Plan is paid for by LSC out of LSC's general assets. There is no trust or other fund from which Benefits are paid.

### **PART III. ERISA Rights**

As a Participant in the HRA Plan, you may be entitled to certain rights and protection under the Employee Retirement Income Security Act (ERISA). ERISA provides that all plan participants are entitled to:

- Examine, without charge, at the Administrator's office and at other specified locations (such as worksites and union halls) all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the HRA Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, such as detailed annual reports;
- Obtain copies of all plan documents and other plan information upon written request to the Administrator (the Administrator may charge a reasonable amount for the copies); and
- Receive a summary of the HRA Plan's annual information report (the Administrator is required by law to furnish each Participant with a copy of this summary annual report).

You are entitled to continue health care coverage under COBRA for yourself, your Spouse, or your Dependents if there is a loss of coverage under the HRA Plan as a result of a qualifying event. You, your Spouse, or your Dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the HRA Plan for the rules governing your COBRA continuation rights.

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

If your claim for a Benefit is ignored or denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial,

all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the HRA Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the HRA 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 HRA Plan Administrator. If you have a claim for Benefits that is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the HRA Plan, then you may file suit in state or federal court. In addition, if you disagree with the HRA Plan's decision or lack thereof regarding 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 HRA 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 (for example, if it finds that your claim is frivolous).

If you have any questions about the HRA Plan, you should contact the HRA Plan Administrator. If you have any questions about this part of the Summary Plan Description or about your rights under ERISA, or if you need assistance in obtaining documents from the HRA Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue 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.

#### **PART IV. HIPAA Privacy Rights**

Group health plans, including the HRA Plan, are required to take steps to ensure that certain "protected health information" (PHI) is kept confidential. You may receive a separate notice from LSC that outlines its health privacy policies, including with regard to electronic PHI.

#### **PART V. Definitions**

In this document, the following terms, when capitalized, shall have the following meanings unless a different meaning is clearly required by the context.

- *Administrator*. Legal Services Corporation.
- *Benefits*. The reimbursement benefits for Retiree Premium Expenses described in the HRA Plan.
- *COBRA*. The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- *Code*. The Internal Revenue Code of 1986, as amended.
- *Committee*. The Benefit Committee of LSC, or such other person or Committee as may be appointed by the President of LSC to supervise the administration of the Plan or decide appeals.
- *Compensation*. The wages or salary paid to an Employee by LSC.

- *Dependent.* A dependent is a Participant's child as defined in Code §152(f)(1) who has not attained age 26, or a dependent as defined in Code §105(b); provided, however, that any child to whom Code §152(e) applies shall be treated as a dependent of both parents. Note that the Code §105(b) definition is similar to the Code §152 definition that is used to determine your tax dependents, except that an individual's status as a Dependent is determined without regard to the gross income limitation for a "qualifying relative" and certain other provisions of Code §152. The HRA Plan will provide Benefits in accordance with the applicable requirements of any qualified medical child support order, even if the child does not meet the definition of Dependent.
- *Eligible Employee.* An Employee who works at least thirty (30) hours per week for LSC; is eligible for coverage under, but not enrolled in, the LSC Health Plan; and is enrolled in retiree coverage under a group health plan other than the LSC Health Plan.
- *Employee.* An Employee of LSC who receives Compensation from LSC. The term shall not include (1) any individual employed by LSC at a location outside the United States; (2) an independent contractor; and (3) self-employed individuals.
- *Employer or LSC.* Legal Services Corporation or its successor(s).
- *ERISA.* The Employee Retirement Income Security Act of 1974, as amended.
- *HIPAA.* The Health Insurance Portability and Accountability Act of 1996, as amended.
- *HRA Account.* The recordkeeping account established in your name by LSC on the basis of which your eligible Retiree Premium Expenses will be paid or reimbursed.
- *HRA Plan.* The Legal Services Corporation Health Reimbursement Arrangement (HRA) Plan, as amended or restated from time to time.
- *Retiree Plan.* A non-HRA group health plan that is sponsored by an employer other than LSC in which the Participant is enrolled and receiving retiree or COBRA continuation coverage that does not consist solely of excepted benefits.
- *Retiree Premium Expenses.* See Section I-6 for a description of Retiree Premium Expenses.
- *Participant.* An Eligible Employee who has become and not ceased to be a Participant in the Plan.
- *Plan Year.* The 12-month period ending on December 31.
- *Spouse.* An individual who is treated as a spouse for federal tax purposes.
- *Suspension Election Form.* The form provided by the Administrator for the purpose of allowing a Participant to suspend his or her HRA Account

## **PART VI. Miscellaneous**

### **Effect of the HRA Plan on Your Employment Rights**

The HRA Plan is not to be construed as giving you any rights against the HRA Plan except those expressly described in this document. The HRA Plan is not a contract of employment between you and LSC.

### **Prohibition Against Assignment of Benefits**

No Benefit payable at any time under the HRA Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

**Overpayments or Errors**

If it is later determined that you and/or your Spouse received an overpayment or a payment was made in error, you will be required to refund the overpayment or erroneous reimbursement to the HRA Plan.

If you do not refund the overpayment or erroneous payment, the HRA Plan and LSC reserve the right to offset future reimbursement equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from your pay.

# Legal Services Corporation

## Health Reimbursement Arrangement (HRA) Plan

### Permanent Opt-Out Election Form

By completing this HRA Permanent Opt-Out Election Form (the Form), I hereby terminate my ability to receive reimbursements from my HRA Account under the Legal Services Corporation Health Reimbursement Arrangement (HRA) Plan for Retiree Premium Expenses, effective \_\_\_\_\_.

I understand that:

- By permanently opting out of my HRA Account, my HRA Account will be terminated and I am waiving any right to reimbursements for any Retiree Premium Expenses incurred by myself or my Spouse from the effective date of my permanent opt-out election.
- My Employer will no longer contribute to my HRA Account.
- I still will be able to be reimbursed for any Retiree Premium Expenses incurred in the Plan Year before my permanent opt-out election becomes effective, so long as no suspension election was in effect for that prior Plan Year. To receive reimbursement for Retiree Premium Expenses incurred in the prior Plan Year, I must submit my claim in writing no later than thirty (30) days following the close of the applicable Period of Coverage.
- Instead of permanently opting-out of the HRA Plan, I understand that I could have made an alternate election to temporarily suspend my HRA Account for the Plan Year.
- I must complete this Form and return it to the Legal Services Corporation Office of Human Resources for it to be effective.
- Once I have signed and submitted this Form, I may not modify or revoke this Form.

\_\_\_\_\_  
Participant's Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

**For Administrator's Use Only:** Received this Form on \_\_\_\_\_, 20\_\_.

# Legal Services Corporation

## Health Reimbursement Arrangement (HRA) Plan

### HRA Suspension Election Form

By completing this HRA Suspension Election Form (the Form), I hereby suspend my ability to receive reimbursements from my HRA Account under the Legal Services Corporation Health Reimbursement Arrangement (HRA) Plan for Retiree Premium Expenses incurred during the upcoming Plan Year, beginning on January 1, 20\_\_\_\_ and ending on December 31, 20\_\_\_\_.

I understand that:

- By suspending my HRA Account for the upcoming Plan Year, I will not be able to receive reimbursements from my HRA Account for any Retiree Premium Expenses incurred by myself or my Spouse during that Plan Year (except as described below), regardless of whether I submit those Retiree Premium Expenses during the upcoming Plan Year or any other Plan Year.
- I still will be able to be reimbursed for any Retiree Premium Expenses incurred in the Plan Year before my suspension election becomes effective, so long as no suspension election was in effect for that prior Plan Year. To receive reimbursement for Retiree Premium Expenses incurred in the prior Plan Year, I must submit my claim in writing no later than thirty (30) days following the applicable Period of Coverage.
- I may not modify or revoke this Form during the upcoming Plan Year, unless I have a subsequent special enrollment opportunity allowing for re-enrollment.
- My Employer will not contribute to my HRA Account during the upcoming Plan Year, unless I have re-enrolled due to a special enrollment election.
- I must complete this Form and return it to the Legal Services Corporation Office of Human Resources before January 1, 20\_\_\_\_.

\_\_\_\_\_  
Participant's Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

**For Administrator's Use Only:** Received this Form on \_\_\_\_\_, 20\_\_\_\_.