



Benefits After Separation



A Guide in Transfer, Termination, & Retirement
Indiana University Residents & Fellows

JAN 2017



Foreward

Indiana University provides a variety of benefit plans to its IU Residents, including Group Life, Disability and Personal Accident Insurances; medical and dental coverage; and retirement plan options. This booklet describes participant rights and responsibilities associated with termination of coverage for each of these benefit plans.

Upon termination from the University or transfer to an ineligible employment class or position, active participation in group insurance and medical and dental care ceases; and participation status changes for retirement plans (i.e., no additional contributions or benefit accruals). However, participants in these plans have certain rights and privileges.

This booklet provides an overview of each benefit plan, the opportunities available after participation ceases, and contacts and follow-up actions that are required to

take advantage of any residual value that these benefit plans may provide. Follow-up is the responsibility of each IU Resident after coverage ceases. Some actions must take place within specific time frames, e.g. 30 days for conversion of insurance policies and 60 days for COBRA medical and dental plan continuation. Follow-up is the responsibility of each IU Resident after coverage ceases.

Material in this booklet is for informational purposes only and is not intended to serve as a legal interpretation of benefits. Indiana University reserves the right to amend or terminate all or any part of its benefit program. The information in this booklet describes termination rights and responsibilities for plans as of January 1, 2017.

Participants may direct questions to IU Human Resources Customer Care at (812) 856-1234, or visit the website at:

hr.iu.edu

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Group Life Insurance Coverage

Plan Summaries

Basic Life Insurance. Indiana University provides Basic Life Insurance to eligible IU Residents. The amount of coverage is \$20,000 for eligible IU Residents under 65. The benefit is reduced for those ages 65 and older. Indiana University pays the cost of this coverage.

Basic Accidental Death and Dismemberment (AD&D) Insurance. The university provides Basic AD&D Insurance to eligible IU Residents in an amount equal to the IU Resident's Basic Life benefit. Accident Insurance Benefits will reduce the same as the Life Insurance Benefits.

Eligibility

Basic Life and Accidental Death & Dismemberment insurance is available to all full-time IU Residents. The policy is underwritten by Cigna Life Insurance, Policy Number **FLX-960485**.

Discontinuation of Participation

Participation ends on the date that the IU Resident:

- terminates from the university; or
- ceases to be a member of the eligible class for coverage; or
- ceases to make any required contributions.

Rights After Participation Ends

All terminated IU Residents who were covered by the Basic Life and AD&D Insurance have conversion privileges as explained below.

Conversion of Life Insurance

Enrollee Conversion. When life insurance coverage ceases under this group policy due to one of the circumstances set forth below, coverage may be converted to an individual life insurance policy without providing proof of good health.

- *Enrollee terminates or ceases to be in an eligible class for coverage:* the amount of individual life insurance purchased may not be more than the amount for which the IU Resident was insured under this Group policy when coverage ceased.

The IU Resident must make application for an individual policy and pay the first premium for that policy within 31 days after the date life insurance coverage ends under the IU-sponsored Basic Life and AD&D Insurance Policy.

The insurance underwriter makes every effort to provide a conversion offer upon discontinuation of IU-sponsored Basic Life and AD&D Insurance coverage; however, it is the IU Resident's responsibility to convert the policy in a timely manner, whether or not a conversion offer is extended at the time of termination.

Participant Responsibilities

The following is a summary of actions the participant must take to convert or buy portable Life Insurance:

1. Return the conversion offer application to the address listed on the letter received from the policy underwriter. If a conversion offer is not received from the policy underwriter, contact Graduate Medical Education office at (317) 274-8282. In either case, the form must be submitted to the policy underwriter within 31 days after the date on which group coverage terminates.
2. Send the initial premium with the conversion form within 31 days after the date that group coverage terminates.
4. Pay subsequent premium payments on time.
5. Notify the policy underwriter of beneficiary, address, and/or name changes.

Customer Service

To obtain information on converting Basic Life and AD&D Insurance to an individual policy, contact Graduate Medical Education office at (317) 274-8282.

Disability Coverage

Plan Summary

Indiana University provides Disability Insurance coverage to IU Residents. The coverage offers a monthly benefit if for those that meet the definition of disabled, based on type of disability and age. There is a 90-day waiting period to begin receiving benefits after becoming disabled.

Eligibility

Group disability coverage for IU Residents of the IU

School of Medicine is provided at no cost. This policy known as Med Plus Advantage was designed with the specific needs of Resident Physicians kept in mind. This is an AMA-sponsored group disability policy underwritten by Standard Insurance Company of Oregon.

Discontinuation of Participation

Participation ends on the date that the IU Resident:

- terminates from the university; or
- ceases to be a member of the eligible class for coverage; or
- ceases to make any required contributions.

Rights After Participation Ends

If coverage ceases, it will not affect benefits for a disability existing on or before that date.

Conversion of Long-Term Disability Insurance

When Disability Insurance ceases under the group policy due to termination of employment with the university or transfer to an ineligible class, coverage may be converted to an individual policy without providing proof of good health. Conversion coverage is only available if the following conditions have been met:

- The IU Resident must have been insured under the group policy for at least 12 continuous months. These months must directly precede the date the IU Resident's insurance ceases.
- The IU Resident is not disabled on the date Disability Insurance ends.
- The IU Resident must apply for insurance under the conversion policy and pay the first premium within 60 days after group coverage ends.

Participant Responsibilities

Summary of actions the participant must take to convert to an individual policy:

1. Return the conversion offer application to the address listed on the letter received from the policy underwriter. If a conversion offer is not received from the policy underwriter, contact Lee D. Moore at 317-558-1012. In either case, the form must be submitted to the policy underwriter within 31 days after the date on which group coverage terminates.

2. Send the initial premium with the conversion form within 60 days after the date that group coverage terminates.
3. Pay subsequent premium payments on time.
4. Notify the policy underwriter of beneficiary changes, address changes, and/or name changes.

Customer Service

To obtain information on converting Disability Insurance to an individual policy, contact Lee D. Moore at (317) 558-1012.

Personal Accident Insurance (PAI) Coverage

Plan Summary

Indiana University provides the opportunity for IU Residents to purchase optional Personal Accident Insurance from \$30,000 to \$500,000 of coverage. The plan covers IU Residents and their eligible dependents. Premiums are based on the level of coverage selected and are deducted from the IU Resident's salary on a pre-tax basis.

Eligibility

All full-time IU Residents may purchase Personal Accident Insurance for themselves and their eligible dependents. A dependent is a legal spouse, registered domestic partner, unmarried child under the age of 19 (or under age 25 if enrolled in school as a full-time student) and continues to be the IU Resident's or IU Resident's spouse's Federal income tax dependent. No one may be covered more than once under the plan. Those covered as an IU Resident cannot also be covered as a spouse or dependent child. Coverage for disabled dependents may be kept in force beyond the age limit if proof of incapacity and dependence are provided within 31 days of the date when coverage would have ended due to the age limit.

Discontinuation of Participation

Participation in Personal Accident Insurance ends on the date that the IU Resident:

- terminates from the university; or
- ceases to be a member of the eligible class for coverage; or

- ceases to make any required contributions.

A dependent's coverage terminates:

- when a dependent becomes eligible for IU Resident coverage; or
- when an individual ceases to meet the definition of a dependent; or
- when the IU Resident's coverage terminates; or
- when required contributions are not made.

Rights After Participation Ends

The IU Resident, and dependents in some cases, has the right to convert Personal Accident Insurance to an individual policy without showing proof of good health.

Conversion of Personal Accident Insurance

IU Resident Conversion. When Personal Accident Insurance ceases under the group policy due to termination of employment with the university or transfer to an ineligible class, coverage may be converted to an individual policy without providing proof of good health. Conversion coverage is only available if the IU Resident is under age 70.

Dependent Conversion. Dependents may also convert group coverage when they cease to be eligible for any reason except age. Dependents must apply for conversion within 31 days after their group coverage ends.

Participant Responsibilities

Summary of actions the participant must take to convert to an individual policy:

1. Obtain a conversion form from CIGNA or IU Human Resources. Send the initial premium with the conversion form within 31 days after the date that group coverage terminates.
2. Pay subsequent premium payments on time.
3. Notify the policy underwriter of beneficiary changes, address changes, and/or name changes.

Customer Service

To obtain an application to convert Personal Accident Insurance to an individual policy, contact IU Human Resources at (812) 856-1234 or call CIGNA at (800) 441-

1832. Have the IU Human Resources office complete the employer portion of the application form.

CIGNA can also assist with questions about:

- completing the forms for converting,
- payment options,
- term insurance options, and/or
- changing beneficiaries.

Medical & Dental Plans

Health Care Plan Summary

Indiana University sponsors a comprehensive medical care plan for eligible IU Residents. Benefits under the plan include medical, prescription drug, mental health/substance abuse, and transplant coverage. The university also sponsors a dental plan.

Eligibility

All IU Residents appointed full time and part time but not less than 50% are eligible to participate in IU-sponsored health care plans. Spouses and children who meet the definition of eligible dependents may also be covered by health plans.

Discontinuation of Participation

Participation by the employee in an IU-sponsored health care plan ends on the date that the IU Resident:

- terminates from the university; or
- ceases to be a member of the eligible class for coverage; or
- fails to make required contributions if prior to the date of termination.

A dependent's coverage will terminate on the date of the earliest of the following occurrences:

- the covered dependent ceases to meet the definition of dependent,
- the IU Resident's coverage terminates,
- all dependent coverage is discontinued under the plan,
- the IU Resident ceases to be in the eligible class,
- a dependent becomes eligible for IU Resident coverage, or

- the IU Resident fails to make required contributions if prior to the date of termination.

Rights After Participation Ends

Under federal law, employees have the right to continue health care coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), and in the case of termination for reason of military service, under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

COBRA Continuation Coverage

IU Residents and their covered dependents have the opportunity for a temporary extension of health coverage (called COBRA continuation coverage) at group rates in instances where coverage under the plan would otherwise end. The IU Resident or dependent is responsible for the entire premium for COBRA coverage, plus a 2% administrative charge. IU Residents have a right to choose COBRA benefits when coverage is lost due to:

- a reduction in work hours, or
- termination of employment (other than for gross misconduct), including retirement.

Covered dependents also have a right, independent of the IU Resident's right, to COBRA coverage. The covered dependent may elect COBRA even if the IU Resident does not. A spouse or dependent child covered under an IU Resident's IU-sponsored health care plan has the right to elect COBRA continuation if they lose coverage due to:

- the IU Resident's death;
- the IU Resident's termination (other than for gross misconduct) or reduction in work hours at IU;

- divorce or legal separation from the IU Resident;
- the IU Resident's entitlement to Medicare; or
- if a covered individual ceases to meet the definition of a dependent.

The university must depend on notice from the IU Resident when certain events occur that would qualify the IU Resident or dependent for COBRA.

Under COBRA regulations, the IU Resident or family member has the responsibility to inform Indiana University of these events, such as divorce. Notice must be given within 30 days of the later of the following dates: date of the event, or the date on which coverage would end under the plan because of the event.

When Indiana University determines that an IU Resident or dependent has experienced an event that qualifies the enrollee for continuation coverage, IU provides a written notice of COBRA rights and an application for the IU Resident and dependents. The IU Resident and/or dependents have 60 days from:

- the date of the qualifying event; or
- the date of the COBRA offer letter, whichever is later.

The length of COBRA coverage is between 18 and 36 months depending on the circumstances:

- 18 months when coverage is lost due to termination or reduction in hours;
- 36 months when coverage is lost due to death, divorce, legal separation, or dependent losing eligibility due to age;
- 29 months if the enrollee becomes disabled within 60 days of termination.



If the IU Resident does not elect COBRA within 60 days, the option to reinstate coverage under the IU-sponsored health plan ends and there is no coverage beyond the date that the active IU Resident's coverage ended. If the enrollee elects COBRA, coverage may also end when:

- premiums are not paid on time;
- the enrollee becomes covered under another group health plan which does not limit coverage for an enrollee's pre-existing condition;
- the enrollee becomes entitled to Medicare;
- IU no longer provides group health coverage to any IU Resident;
- the enrollee's COBRA coverage was extended due to disability, and there is a final determination that the enrollee is no longer disabled.

In considering whether to elect continuation coverage, take into account that a failure to continue group health coverage will affect future rights under federal law. Also, take into account that there are special enrollment rights under federal law. An IU Resident has the right to request special enrollment in another group health plan for which s/he is otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after group health coverage ends because of a qualifying event. An IU Resident will also have the same special enrollment right at the end of continuation coverage if continuation coverage is maintained for the maximum time available.

COBRA benefits are provided subject to continued eligibility for coverage. Indiana University has the right to terminate COBRA coverage retroactive to the date on which eligibility ends.

USERRA Health Plan Protection

If an IU Resident terminates employment in order to perform military service, the IU Resident has the right under USERRA to elect to continue existing IU-sponsored health plan coverage including coverage for his or her dependents for up to 24 months while in the military. The university administers this coverage by extending the IU Resident COBRA eligibility period to a total of 24 months. The IU Resident is responsible for the entire premium plus a 2 percent administration fee.

Even if the IU Resident doesn't elect to continue coverage during military service, he or she has the right to be reinstated in an IU-sponsored health plan upon reemployment, generally without any waiting periods

or exclusions except for service-connected illnesses or injuries.

This is an overview of USERRA health plan coverage rights and actual coverage may vary depending on circumstances.

For additional information on USERRA health plan rights, contact VETS at 1-866-4-USA-DOL or visit their web site at www.dol.gov/vets. An interactive online USERRA Advisor is also at www.dol.gov/elaws/userra.htm.

Participant Responsibilities

Summary of actions that the participant must take:

1. Notify the university within 30 days of a life event such as divorce, or when a child loses eligibility.
2. Notify the university if termination is for military service.
3. Submit application to elect COBRA within 60 days of:
 - the date coverage ended; or
 - the date of the COBRA offer letter, whichever is later.
4. Pay initial COBRA premiums to-date within 45 days of electing COBRA.
5. Pay monthly COBRA premiums on time.
6. During COBRA coverage, notify the university of changes that will affect communications or eligibility, including:
 - address changes;
 - changes in marital status;
 - changes in disability status;
 - entitlement under Medicare; or
 - coverage under another group health plan.

Customer Service

Questions about initiating COBRA coverage may be directed to:

IU Human Resources (812) 856-1234 or askhr@iu.edu

For health claim questions, call the respective health plan claim administrator:

Anthem (844) 736-0920

Cigna Dental (800) 244-6224

Tax Saver Benefit Plan

Plan Summary

The Tax Saver Benefit (TSB) Plan is a program that allows reduction of the IU Resident's salary to purchase certain benefits with pre-tax dollars. The plan is offered in three distinct parts:

- **Premium Conversion.** IU Resident contributions for their IU-sponsored health care plan and Personal Accident Insurance are automatically taken from the enrollee's salary on a pre-tax basis.
- **Health (medical, dental, and vision) Expense Reimbursement Account.** An IU Resident may elect to set aside pre-tax dollars in a reimbursement account to pay for IRS-qualified medical, dental, and vision expenses that are not covered by any type of insurance program.
- **Dependent Care Reimbursement Account.** The IU Resident is entitled to be reimbursed for dependent care expenses (up to the amount contributed prior to termination) incurred through the end of the calendar year. Claims for expenses incurred during the year must be submitted by April 15th following the end of calendar year. Any unclaimed portion of the account is forfeited.

The plan is subject to IRS regulations. Mid-year changes in contributions are limited to those consistent with IRS-defined Qualifying Life Event, such as marriage, birth of a child, or change in dependent care provider rates. Reimbursement accounts and claims for expense reimbursement accounts are administered by The Nyhart Company.

Eligibility

All full-time Academic (including IU Residents) and Staff employees are eligible to participate in the Tax Saver Benefit Plan (TSB).

Discontinuation of Participation

Participation in the TSB plan ends on the date that the IU Resident:

- terminates from the university; or
- ceases to be a member of the eligible class for coverage.

For Health Expense Reimbursement Accounts only, the

IU Resident may continue to participate under COBRA provisions, on an after-tax basis for the remainder of the calendar year.

Rights After Participation Ends

Premium Conversion. There is no residual value to Premium Conversion after participation stops.

Health Expense Reimbursement Account. The enrollee is entitled to be reimbursed for qualified expenses incurred after the date that eligible employment terminates, only if the enrollee elects to continue participation in the plan by continuing to make contributions on an after-tax basis. Upon termination, IU Residents with a remaining balance will receive a COBRA notice, election form, and instructions for this option from Nyhart. Claims for expenses incurred during participation in the plan must be submitted by February 28th of the following plan year. Any unclaimed portion of the account is forfeited.

Dependent Care Reimbursement Account. The IU Resident is entitled to be reimbursed for dependent care expenses (up to the amount contributed prior to termination) incurred through the end of the calendar year. Claims for expenses incurred during the year must be submitted by April 15th following the end of calendar year. Any unclaimed portion of the account is forfeited.

Participant Responsibilities

Summary of actions the participant must take:

Premium Conversion

1. No action is needed. Premium contributions stop with the enrollee's last paycheck.

Health Expense Reimbursement Account

1. To continue participation, submit the COBRA election form to Nyhart within 60 days of the date that coverage would have otherwise ended.
2. Pay initial COBRA contributions to date to Nyhart within 45 days of electing COBRA.
3. Pay monthly COBRA contributions to Nyhart on time.

Health Expense and Dependent Care Reimbursement Accounts

1. Submit claims for eligible expenses to Nyhart by the deadline (listed in the previous section) following the

end of the calendar year. Any unclaimed portions of reimbursement accounts are forfeited after that time.

2. Notify Nyhart of address changes.
3. Notify Nyhart of a "change in status" within 30 days of the event.

Customer Service

Forms for filing claims for health or dependent care reimbursement can be obtained from the IU Human Resources office or Web site (hr.iu.edu), or by calling Nyhart, the plan administrator.

The Nyhart Company, Inc.
8415 Allison Pointe Boulevard, Suite 300
Indianapolis, IN 46250-4201
(800) 284-8412 phone
(888) 887-9961 fax
iu.nyhart.com

IU Tax Deferred Account

Plan Summary

The IU Tax Deferred Account is a defined contribution plan established in accordance with Internal Revenue Code Section 403(b). A defined contribution plan is a plan which provides an individual account for each participant, and benefits are based solely on the value of the account.

The TDA Plan allows an IU Resident to save money for retirement by contributing salary deferrals to the TDA Plan. A salary deferral is a pre-tax deduction from an eligible IU Resident's compensation that is contributed to the TDA Plan. This means that the IU Resident determines the amount of compensation, if any, that he or she wishes to defer to the TDA Plan. Salary deferrals made to the TDA Plan are immediately 100% vested and non-forfeitable.

The TDA Plan is a participant directed plan. This means that each IU Resident is responsible for directing the investment of his or her TDA Plan account. An IU Resident may only withdraw funds from his or her TDA Plan account upon attainment of age 59 1/2 or termination of employment with Indiana University.

Eligibility

To be eligible to participate in the TDA Plan, an employee must be:

- An Academic (including Residents) or Staff employee appointed at 50% or more full-time equivalent (FTE); or
- A Temporary employee who is appointed as "Temporary with Retirement."

The following individuals are prohibited from participating in the TDA Plan:

- Students with non-FICA status; and
- Non-resident aliens; and
- Independent contractors.

An employee is not required to satisfy any age or service condition (e.g., complete a year of service) in order to be eligible to participate in the Plan.

Restricted Participation

An IU Resident is no longer eligible to make salary deferrals to the TDA Plan if:

- The IU Resident terminates employment with Indiana University; or
- The IU Resident ceases to be a member of an eligible class of employees.



In the event an individual becomes ineligible to contribute to the TDA Plan, salary deferrals will stop being made to the TDA Plan with the IU Resident's last regular paycheck or the last paycheck attributable to employment in an eligible class of IU Residents. Participants who are ineligible to contribute to the TDA Plan, including those who terminate employment with Indiana University, have the same rights as participants who are eligible to contribute to the TDA Plan, except that no additional salary deferral contributions can be made to the TDA Plan.

Rights After Termination of Employment

A participant remains 100% vested in his or her TDA Plan account after termination of employment with Indiana University. A participant is not required to cash-out or transfer his or her TDA Plan account upon termination of employment.

Upon termination of employment, a participant may:

- Leave accumulations in the TDA Plan account and continue to manage investments;
- Withdraw all or a portion of TDA Plan account accumulations (subject to income taxes and/or penalty taxes); or
- Roll over all or a portion of TDA Plan account accumulations to an eligible retirement plan (e.g., an individual retirement account (IRA)).

After terminating employment with Indiana University, most transactions related to a participant's TDA Plan account are handled directly by the participant with the applicable investment company.

Plan Distributions and Withdrawals

A participant may withdraw funds from his or her TDA Plan account upon termination of employment or attainment of age 59½ while employed at Indiana University. TDA Plan distributions are generally subject to a 20 percent mandatory federal income tax withholding rate. This mandatory withholding will reduce the amount a participant actually receives upon withdrawing funds from the TDA Plan. However, the amount withheld will be credited against any taxes the participant owes for the year when the participant files his or her annual tax return.

There are exceptions to the mandatory federal income tax withholding rule, including receiving the TDA Plan distribution as a life-time annuity payment or directly rolling over the TDA Plan distribution to an eligible retirement plan (e.g., an IRA). In addition, TDA Plan

distributions made prior to attainment of age 59½ are generally subject to a 10 percent early withdrawal penalty tax, even if the withdrawal was made after the participant terminated employment with Indiana University.

There are exceptions to the 10 percent early withdrawal penalty tax, including: receiving the TDA Plan distribution as a life-time annuity payment, receiving the TDA Plan distribution after terminating employment at age 55 or older, or receiving the TDA Plan distribution after terminating employment due to a permanent disability.

Finally, federal law requires that a participant begin to receive at least a partial distribution of his or her TDA Plan account on or before the "required beginning date." The required beginning date is April 1st of the calendar year following the calendar year in which the participant attains age 70½ or terminates employment with Indiana University, whichever is later. This rule is known as the minimum required distribution rule.

Participant Responsibilities

Upon termination of employment with Indiana University, a TDA Plan participant must:

1. Handle withdrawals and rollovers directly with the investment company.
2. Continue to direct the investment of the TDA Plan account.
3. Notify the investment company of any name, address, and/or beneficiary changes.
4. Begin to receive minimum required distributions on or before the required beginning date.

Investment Companies

Indiana University has approved the following investment companies under the Plan:

Fidelity Investments
900 Salem Street
Smithfield, RI 02917
(800) 343-0860
www.netbenefits.com/indiana

TIAA
730 Third Avenue
New York, NY 10017
(800) 842-2252
www.tiaa.org/indiana



IU 457(b) Retirement Plan

Plan Summary

The IU 457(b) Retirement Plan is a defined contribution plan established in accordance with Internal Revenue Code Section 457(b).

A defined contribution plan is a plan which provides for an individual account for each participant, and benefits are based solely on the value of the account.

The 457(b) Retirement Plan allows IU Residents to save money for retirement by making salary deferrals to the plan. A salary deferral is a pre-tax deduction from an eligible enrollee's compensation that is contributed to the plan. This means that the enrollee determines the amount of compensation, if any, that he or she wishes to defer to the plan. Salary deferrals made to the plan are immediately 100% vested and nonforfeitable.

This is a participant directed plan which means that each enrollee is responsible for directing the investment of his or her plan account. An enrollee may only withdraw funds from their plan account upon termination of employment with Indiana University.

Eligibility

All IU employees are eligible to participate.

Discontinuation of Active Participation

An IU Resident is no longer eligible to make salary deferrals to the plan if:

- The IU Resident terminates employment with Indiana University; or
- The IU Resident ceases to be a member of an eligible class of employees.

In the event an individual becomes ineligible to contribute to the 457(b) Plan, salary deferrals will stop being made to the plan with the IU Resident's last regular paycheck or the last paycheck attributable to employment in an eligible class of IU Residents. Participants who are ineligible to contribute to the 457(b) Plan, including those who terminate employment with Indiana University, have the same rights as participants who are eligible to contribute to the 457(b) Plan, except that no additional salary deferral contributions can be made to the plan.

Rights After Termination of Employment

A participant remains 100% vested in his or her IU 457(b) Retirement Plan account after termination of employment with Indiana University. A participant is not required to cash-out or transfer his or her account upon termination of employment. Upon termination of employment, a participant may:

- Leave accumulations in the account and continue to manage the investments;
- Withdraw all or a portion of account accumulations (subject to income taxes); or
- Roll over all or a portion of account accumulations to an eligible retirement plan (e.g., an individual retirement account (IRA)).

After terminating employment with Indiana University, most transactions related to a participant's 457(b) Retirement Plan account are handled directly by the participant with the applicable investment company.

Plan Distributions and Withdrawals

A participant may withdraw funds from his or her plan account upon termination of employment with Indiana University. Plan distributions are generally subject to a 20 percent mandatory federal income tax withholding rate.

This mandatory withholding will reduce the amount a participant actually receives upon withdrawing funds from the plan. However, the amount withheld will be credited against any taxes the participant owes for the year when the participant files his or her annual tax return.

There are exceptions to the mandatory federal income tax withholding rule, including receiving the plan distribution as a life-time annuity payment or directly rolling over the plan distribution to an eligible retirement plan (e.g., an IRA).

Finally, federal law requires that a participant begin to receive at least a partial distribution of his or her plan account on or before the "required beginning date." The required beginning date is April 1st of the calendar year following the calendar year in which the participant attains age 70½ or terminates employment with Indiana University, whichever is later. This rule is known as the minimum required distribution rule.

Participant Responsibilities

Upon termination of employment with Indiana University, a 457(b) Retirement Plan participant must:

1. Handle withdrawals and rollovers directly with the investment company.
2. Continue to direct the investment of their plan account.
3. Notify the investment company of any name, address, and/or beneficiary changes.
4. Begin to receive minimum required distributions on or before the required beginning date.

Investment Companies

Indiana University has approved the following investment companies under the Plan:

Fidelity Investments
900 Salem Street
Smithfield, RI 02917
(800) 343-0860
www.netbenefits.com/indiana

TIAA
730 Third Avenue
New York, NY 10017
(800) 842-2252
www.tiaa.org/indiana

Notes:



Indiana University Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Effective Date: April 14, 2003

Updated: October 15, 2016

As the Plan Sponsor of employee health care plans, Indiana University is required by law to maintain the privacy and security of your individually identifiable health information. We protect the privacy of that information in accordance with federal and state privacy laws, as well as the university's policy. We are required to give you notice of our legal duties and privacy practices, and to follow the terms of this notice currently in effect.

This notice applies to all employees covered under an IU-sponsored health plan, but particularly to employees enrolled in IU self-funded plans.

How The Plan May Use and Disclose Protected Health Information about Members

Protected Health Information (PHI) is health information that relates to an identified person's physical or mental health, provision of health care, or payment for provision of health care, whether past, present or future and regardless of the form or medium, that is received or created by the Plan in the course of providing benefits under these Plans.

The following categories describe different ways in which Indiana University uses and discloses health information. For each of the categories Indiana University has provided an explanation and an example of how the information is used. Not every use or disclosure in a category will be listed. However, all of the ways Indiana University is permitted to use and disclose information will fall within one of the categories.

Treatment

Health information may be reviewed to provide authorization of coverage for certain medical services or shared with providers involved in a member's treatment. For example, the Plan may obtain medical information from or give medical information to a hospital that asks the Plan for authorization of services on the member's behalf, or in conjunction with medical case management, disease management, or therapy management programs.

Payment

Medical information may be used and disclosed to providers so that they may bill and receive payment for a member's treatment and services. For example, a member's provider may give a medical diagnosis and procedure description on a request for payment made to the Plan's claim administrator; and the claim administrator may request clinical notes to determine if the service is covered. Similarly, a physician may submit medical information to a Business Associate for purposes of administering wellness program financial incentives. Medical information may also be shared with other covered entities for business purposes, such as determining the Plan's share of payment when a member is covered under more than one health plan.

Explanations of Payments are also mailed to the address of record for the employee, the primary insured.

Health Care Operations

Health information may be used or disclosed when needed to administer

the Plan. For example, Plan administration may include activities such as quality management, administration of wellness programs and incentives, to evaluate health care provider performance, underwriting, detection and investigation of fraud, data and information system management; and coordination of health care operations between health plan Business

Associates. Genetic information will not be used or disclosed for health plan underwriting purposes.

Medical information may also be used to inform members about a health-related service or program, or to notify members about potential benefits. For example, we may work with other agencies or health care providers to offer programs such as complex or chronic condition management.

Individuals Involved in Your Care or Payment of Care

Unless otherwise specified, the plan may communicate health information in connection with the treatment, payment, and health care operations to the employee and/or any enrolled individual who is responsible for either the payment or care of an individual covered under the plan. Also, when a member authorizes another party in writing to be involved in their care or payment of care, the Plan may share health information with that party. For example, when an employee signs an authorization allowing a close friend to make medical decisions on his or her behalf, the Plan may disclose medical information to that friend.

Legal Proceedings, Government Oversight, or Disputes

Health information may be used or disclosed to an entity with health oversight responsibilities authorized by law, including HHS oversight of HIPAA compliance. For example, we may share information for monitoring of government programs or compliance with civil rights laws. Health information may also be disclosed in response to a subpoena, court or administrative order, or other lawful request by someone involved in a dispute or legal proceeding.

Health – Related Services and Research

Medical information may be used to inform members about an upcoming health-related service or program to help members better manage a chronic condition. For example, a diabetes or asthma management program.

Uses and Disclosures Requiring Your Written Authorization

In all situations, other than the categories described above, we will ask for your written authorization before using or disclosing personal information about you. The Plan will not share member information for marketing purposes, including subsidized treatment communications, or the sale of member information without written permission. Members can also opt-out of fundraising communications with each solicitation. If you have given us an authorization, you may revoke it at any time. This revocation does not apply to any uses or disclosures already made in reliance on the authorization.

Mental health information, including psychological or psychiatric treatment records, and information relating to communicable diseases are subject to special protections under Indiana law. Release of such records or information requires written authorization or an appropriate court order.

Member Rights Regarding Protected Health Information

Right to Inspect and Copy

Members have the right to inspect and obtain a copy of the Protected Health Information maintained by the Plan including medical records and billing records.

To inspect and copy PHI, members must submit in writing a request to the

plan administrator. Requests to inspect and copy PHI may be denied under certain circumstances. If a member's request to inspect and copy has been denied written documentation stating the reason for the denial will be sent to the member.

Right to Amend

Members have the right to request an amendment to PHI if they feel the medical information is incorrect for as long as the information is maintained. To request an amendment, members must submit requests, along with a reason that supports the request, in writing to the plan administrator.

The Plan may deny a member's request for an amendment if it is not in writing or does not include a reason to support the request. Additionally the Plan may deny a member's request to amend information that:

- Is not part of the information in which the member would be permitted to inspect or copy;
- Is not part of the information maintained by the Plan
- Is accurate and complete

Right to an Accounting of Disclosures

Members have the right to an accounting of PHI disclosures during the six years prior to the date of a request.

To request an accounting of disclosures, members must submit requests in writing to the plan administrator. Requests may not include permitted PHI disclosures made to carry out treatment, payment or health care operations included in the six categories listed above. The member's written request must include a date or range of dates and may not include any dates before the April 14, 2003, compliance date.

Right to Request Restrictions

Members have the right to request restrictions on certain uses and disclosures of Protected Health Information to carry out treatment, payment or health care operations. Members also have the right to request a limit on the information the Plan discloses to someone who is involved in the payment of your care; for example: a family member covered under the plan.

The Plan is not required to agree to your request. To request restrictions, members must submit requests in writing to the Plan. Requests must include the following: (1) information the member wants to limit; (2) whether the member wants to limit our use, disclosure or both; and (3) to whom the member wants the limit to apply, for example, disclosures to a spouse.

Right to Request Confidential Communications

Members have the right to request that the Plan communicate with them about health information in a certain way or at a certain location. For example, asking that the Plan to contact members only at work.

To request confidential communications, members must submit requests in writing to the health plan administrator and must include where and how members wish to be contacted. The Plan will accommodate all reasonable requests.

Right to Receive Breach Notification

If the Plan components or any of its Business Associates or the Business Associate's subcontractors experiences a breach of health information (as defined by HIPAA laws) that compromises the security or privacy of health information, members will be notified of the breach and any steps members

should take to protect yourself from potential harm resulting from the breach.

Right to a Copy of This Notice

Members have the right to a copy of this Notice by e-mail. Members also have the right to request a paper copy of this notice. To obtain a copy, please contact the Privacy Administrator or visit <http://hr.iu.edu/benefits/privacynotice.pdf>.

Changes Made to This Notice

The Plan reserves the right to change this Notice. The Plan reserves the right to make the revised or changed notice effective for Protected Health Information the Plan already has about members as well as any information received in the future. The Plan will make the notice available to members at all times.

Right to File a Complaint

If a member believes that their privacy rights have been violated, they may file a complaint to the Privacy Administrator with Indiana University's Health Care Plans, see contact information below.

Members may file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to: 200 Independence Avenue S.W., Washington, D.C., 20201; calling 1-877-696-6775, or visiting <http://www.hhs.gov/ocr/privacy/hipaa/complaints/>.

Indiana University will not retaliate against any member for filing a complaint.

Contact Information

Members may contact the health plan with any requests, questions or complaints. We will respond to all inquiries within 30 days after receiving a written request. The Plan will accommodate all reasonable requests.

Privacy Administrator
Poplars E165
400 E. Seventh Street
Bloomington, Indiana 47405-3085
812-855-6709
enews@iu.edu

Personal Representatives

Members may exercise their rights through a personal representative. This person will be required to produce evidence of his/her authority to act on a member's behalf before they will be given access to PHI or allowed to take any action for a member. Proof of this authority may be one of the following forms:

- A power of attorney notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.



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