

APPROVED
STATE OF NEW YORK

MAY 17 2010

**AMENDMENT NO. SEVEN
TO THE CAYUGA/ONONDAGA AREA
SCHOOL EMPLOYEES' HEALTHCARE
TRADITIONAL PLAN DOCUMENT**

SUPERINTENDENT
JAMES J. WRYNIA

The Cayuga/Onondaga Area School Employees' Healthcare Plan (the "Plan") was established on July 1, 1981. The Plan Document was then amended and restated effective April 1990 and was subsequently amended and restated effective January 15, 1997. The Plan was again amended and restated effective January 1, 2001, and approved under Article 47 of the New York State Insurance Law on March 7, 2001. The Plan was subsequently amended by Amendment One effective April 24, 2001, Amendment Two effective October 9, 2001, Amendment Three effective April 24, 2002, Amendment Four effective April 14, 2003, Amendment Five effective May 14, 2003, and Amendment Six effective January 21, 2004.

1. The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) now desire to further amend the Plan as required under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to state the Security Policy of the Plan with regard to electronic Protected Health Information (ePHI).

NOW, THEREFORE, in accordance with the foregoing, the Plan is hereby amended by adding the language in italics to subparagraph (8) and adding a new subparagraph (f) to Section 13.5 (c) of the Plan document, entitled "Privacy Practices. Disclosure to the Cayuga/Onondaga Area Member," and by adding subparagraph (9) to be effective as of the date first required by HIPAA.

(8) Adequate Separation. The Member asserts that adequate separation will be maintained between the Plan and the Member *and supported by appropriate security measures to the extent that the designees have access to electronic PHI*. The following employees under the control of the Member have access to Participant PHI for the purposes identified in Section 13.5(b)(2):

- | | |
|-----------------------------|---|
| (A) Payroll Clerk | (G) Business Administrator |
| (B) District Treasurer | (H) Business Manager |
| (C) Principal Account Clerk | (I) Asst. Superintendent for Business
& Finance |
| (D) Human Resource Clerk | (J) Asst. Superintendent for Finance
& Management Services |
| (E) Treasurer | |
| (F) Senior Typist | |

(9) The Member further agrees that if it creates, receives, maintains or transmits any electronic PHI on behalf of the Plan (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions), it will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agree to implement reasonable and appropriate security measures to protect the information. The Member will report to the Plan any security incident of which it becomes aware.

2. The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) now desire to further amend the Plan's definition of "Well Child Care" to include the following provision.

NOW, THEREFORE, in accordance with the foregoing, the Traditional Plan is hereby amended effective as set forth below:

Effective Immediately, the first sentence of Section 8.11 (g) (3) of the Traditional Plan entitled "Well Child Care – Immunizations" is deleted and replaced with the following language in italics:

Traditional Plan. Sec. 8.11 (g) (3) Immunizations.

"Covered Services" include necessary immunizations as required by the New York State Superintendent of Insurance in consultation with the New York State Commissioner of Health, and as recommended by the American Academy of Immunization Practices.

(The remainder of paragraph (g) (3) follows as stated in the Traditional Plan document effective January 1, 2001.)

3. The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) also desire to amend the Plan to include coverage for certain State-mandated fertility benefits.

NOW, THEREFORE, in accordance with the foregoing, the Traditional Plan is hereby amended effective as set forth below:

Sec. 9.8 (Non-Basic Benefits) entitled "Fertility Drug Treatments," is deleted. Sec. 9.10, "Benefit Exclusions" is now numbered Sec. 9.11, and a new Section 9.10, "Fertility Treatment," is added as indicated in italics below:

Treatment of Infertility. The Plan will provide coverage for Medically Necessary services for the diagnosis and treatment of infertility, subject to the conditions explained below

Infertility Defined. Infertility is a disease defined by the failure to achieve a successful pregnancy after 12 months or more of regular unprotected intercourse. Earlier evaluation and treatment may be justified based on medical history and physical findings and is warranted after 6 months for women over age 35 years.

Coverage Provided for Individuals 21 to 44 Years of Age. The benefits provided by this paragraph are available only to Covered Persons who are between the ages of 21 and 44 as of the date the services are rendered.

Coverage Only Provided for Appropriate Candidates. Coverage under this paragraph will only be provided to appropriate candidates, within the age group described above. An appropriate candidate is determined by the treating physician, in accordance with the standards and guidelines established and adopted by the New York State Insurance Department by regulation.

Covered Services. Subject to the other provisions of this paragraph and the Plan, benefits will be provided under this paragraph for:

Medical and surgical procedures, such as artificial insemination, intrauterine insemination, and dilation and curettage ("D&C"), that would correct malformation, disease or dysfunction resulting in infertility; and

Services in relation to diagnostic tests and procedures necessary to determine infertility or in connection with any surgical or medical procedures to diagnose or treat infertility. The diagnostic tests and procedures covered by this paragraph are hysterosalpingogram; hysteroscopy; endometrial biopsy; laparoscopy; sono-hysterogram; post-coital tests; testis biopsy; semen analysis; blood tests; ultrasound; and other Medically Necessary diagnostic tests and procedures, unless excluded by law.

Plan of Care Required. All services covered under this paragraph must be prescribed by a physician as part of an overall "plan of care." The plan of care must be in writing, and must be available for review by the Plan. Services or procedures that are inconsistent with or not included in the plan of care will not be covered.

Services must be received from Eligible Providers. Services covered by this paragraph must be received from "Eligible Providers" as determined by us in accordance with applicable regulations of the New York State Insurance Department. In general, an Eligible Provider is defined as a health care provider who meets the required training, experience and other standards established and adopted by the American Society for Reproductive Medicine.

Excluded Services. *The Plan will not pay benefits for any services related to or in connection with:*

- *In-vitro fertilization,*
- *Gamete intra-fallopian transfer (GIFT);*
- *Zygote intra-fallopian transfer (ZIFT);*
- *Sex change procedures;*
- *Cloning;*
- *Sperm banking and donor fees associated with artificial insemination or other procedures;*
- *Other procedures or categories of procedures excluded by statute.*

If a participant is undergoing an "excluded" procedure, such as in-vitro fertilization, the Plan will cover 6 cycles of infertility medication in that person's lifetime. A cycle is defined as a medication regime that is approximately one month in length. The treatment may consist of a single drug or combination of drugs, as long as the combination of drugs is considered Medically Necessary and is approved by the FDA for combination use. No other treatment is provided in connection with non-covered fertility procedures, including but not limited to those described in this section ("Excluded Services").

Experimental Procedures Are Not Covered. *This benefit does not cover services or procedures that are Experimental according to standards and guidelines that are no less favorable than those established and adopted by the American Society for Reproductive Medicine. You may appeal our determination that a service or procedure is experimental in accordance with Section 13 of the Plan.*

Sec. 8.16 (4) entitled "Benefit Exclusions" is amended by deleting the sentence in its entirety and substituting the following sentence in italics:

Fertility treatment [is excluded] except as outlined in Section 9.10.

3. The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) desire to amend the Plan to include coverage for certain State-mandated mental health benefits (known as Timothy's Law).

NOW, THEREFORE, in accordance with the foregoing, the Traditional Plan is hereby amended as set forth below:

Section 2 "Plan Definitions" is amended by the addition of the following definitions in italics:

BIOLOGICALLY BASED MENTAL ILLNESS – a mental, nervous or emotional disorder caused by a biological disorder of the brain which results in a clinically significant, psychological syndrome or pattern that substantially limits the functioning of the person

with the illness. Under the law, only the following disorders satisfy the definition of "biologically based mental illness": schizophrenia/psychotic disorders; major depression; bipolar disorder; delusion disorders; panic disorder; obsessive compulsive disorders; anorexia and bulimia.

CHILDREN WITH SERIOUS EMOTIONAL DISTURBANCES – means those persons under the age of 18 years who have a diagnosis of attention deficit disorders, disruptive behavior disorders, or pervasive development disorders and one or more of the following: serious suicidal symptoms or other life-threatening self-destructive behaviors; significant psychotic symptoms (hallucinations, delusion, bizarre behaviors); behavior caused by emotional disturbances that place the child at risk of causing personal injury or significant property damage; or behavior caused by emotional disturbances that place the child at substantial risk of removal from the household.

TIMOTHY'S LAW – means the legislation that mandates benefits for persons suffering from "biologically based mental illness" and/or "children with serious emotional problems" as defined in this section of the Plan.

Section 9.7 (a) entitled "Mental and Nervous Disorder Care" (Outpatient Care) is amended by adding the following language in italics at the end of the second paragraph:

Notwithstanding the above, Timothy's Law requires that if a patient is suffering from a "biologically based mental illness" as defined in this document, or is a "child with serious emotional disturbances" as defined in this document, the outpatient mental health care benefit will be consistent with the benefit payable as an office visit to any other Professional Provider. However, the claim will be subject at all times to review and/or retrospective denial by the plan's case management consultant.

Any benefits provided pursuant to "Timothy's Law" will not apply to 1) individuals who are incarcerated, confined or committed to a local correctional facility or prison, or a custodial facility for youth operated by the office of children and family services; 2) services solely because such services are ordered by a court; or 3) services determined to be cosmetic on the grounds that changing or improving an individual's appearance is justified by the individual's mental health needs.

Section 9.7 (a) Outpatient Care is further amended by adding the following to the list of approved outpatient mental health providers:

university faculty practice corporations

Section 9.7 is further amended by adding the following language in italics at the end of paragraph (b [Inpatient Care]):

Notwithstanding any of the above, Timothy's Law requires that If a patient is suffering from a "biologically based mental illness" as defined in this document, or is a "child with serious emotional disturbances" as defined in this document, the inpatient hospital benefit will be the same as for any other illness. (Two partial outpatient hospital visits equal one inpatient day.) However, the claim will be subject at all times to review and/or retrospective denial by the plan's case management consultant.

Any benefits provided pursuant to "Timothy's Law" will not apply to 1) individuals who are incarcerated, confined or committed to a local correctional facility or prison, or a custodial facility for youth operated by the office of children and family services; 2) services solely because such services are ordered by a court; or 3) services determined to be cosmetic on the grounds that changing or improving an individual's appearance is justified by the individual's mental health needs.

IN WITNESS WHEREOF, the Plan Administrator has caused this Plan Document Amendment to be executed by its duly authorized officer on the 4th day of February, 2008, effective as of the dates written above.

By: Dail T. Boyle
Title: Chairperson

COASEHP-PD7

AMENDMENT NO. EIGHT

**TO THE CAYUGA/ONONDAGA AREA SCHOOL EMPLOYEES'
HEALTHCARE TRADITIONAL PLAN DOCUMENT**

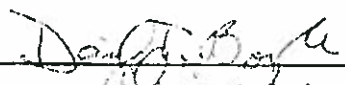
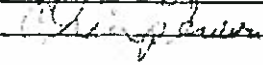
The Cayuga/Onondaga Area School Employees' Healthcare Plan (the "Plan") was established on July 1, 1981. The Plan Document was then amended and restated effective April 1990 and was subsequently amended and restated effective January 15, 1997. The Plan was again amended and restated effective January 1, 2001, and approved under Article 47 of the New York State Insurance Law on March 7, 2001. The Plan was subsequently amended by Amendment One effective April 24, 2001, Amendment Two effective October 9, 2001, Amendment Three effective April 24, 2002, Amendment Four effective April 14, 2003, Amendment Five effective May 14, 2003, Amendment Six effective January 21, 2004, and Amendment Seven effective February 4, 2008.

The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) now desire to further amend the Plan as required under the New York State Insurance Law to provide health benefits to eligible same sex spouses.

NOW, THEREFORE, in accordance with the foregoing, the Plan is hereby amended by deleting the definition of "Spouse" found in Section 2.94 of the plan document, and substituting the definition below in italics:

SPOUSE – means a person to whom you are legally married under the laws of the State or country in which the marriage took place. Neither a "common law" marriage partner, a "domestic partner", nor a partner in a "civil union" will be considered a "spouse" for purposes of dependent eligibility under the Plan. Proof of marriage acceptable to the Plan will be required for enrollment of a spouse.

IN WITNESS WHEREOF, the Plan Administrator has caused this Plan Document Amendment to be executed by its duly authorized officer on the 18th day of December 2008, to be effective as of November 21, 2008.

By: 
Title: 

COASEHP-PD8

APPROVED
STATE OF NEW YORK

MAY 17 2010

SUPERINTENDENT
JAMES J. WRYNN

AMENDMENT NO. NINE

**TO THE CAYUGA/ONONDAGA AREA SCHOOL EMPLOYEES'
HEALTHCARE TRADITIONAL PLAN DOCUMENT**

The Cayuga/Onondaga Area School Employees' Healthcare Plan (the "Plan") was established on July 1, 1981. The Plan Document was then amended and restated effective April 1990 and was subsequently amended and restated effective January 15, 1997. The Plan was again amended and restated effective January 1, 2001, and approved under Article 47 of the New York State Insurance Law on March 7, 2001. The Plan was subsequently amended by Amendment One effective April 24, 2001, Amendment Two effective October 9, 2001, Amendment Three effective April 24, 2002, Amendment Four effective April 14, 2003, Amendment Five effective May 14, 2003, Amendment Six effective January 21, 2004, Amendment Seven effective February 4, 2008 and Amendment 8 effective November 21, 2008.

The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) now desire to further amend the Plan as required under the Children's Health

NOW, THEREFORE, in accordance with the foregoing, the Plan is hereby amended by a new paragraph, 3.8, entitled "Special Enrollment Rights under the Children's Health Insurance Program Reauthorization Act of 2009" to Article 3, Eligibility for Coverage, as follows:

Employees and Dependents who are eligible for, but not already enrolled in this Plan may enroll when either

- (a) the Employee or Dependent loses eligibility under Medicaid or the state's Children's Health Insurance Program (CHIP) and the Employee requests coverage under this Plan within 60 days after the date of termination of the other coverage, or*
- (b) the Employee or Dependent becomes eligible for premium assistance under Medicaid or the state's Children's Health Insurance Program (CHIP) to subsidize the cost of coverage in this Plan, and the Employee requests coverage within 60 days after the eligibility for premium assistance subsidy is determined.*

IN WITNESS WHEREOF, the Plan Administrator has caused this Plan Document Amendment to be executed by its duly authorized officer on the 20th day of May, 2009, to be effective as of April 1, 2009.

By: *J. M. Boyle* Title: *Chairman*
COASEHP-PD9

APPROVED
STATE OF NEW YORK

MAY 17 2010

SUPERINTENDENT
JAMES J. WRVNN

AMENDMENT NO. TEN

**TO THE CAYUGA/ONONDAGA AREA SCHOOL EMPLOYEES'
HEALTHCARE TRADITIONAL PLAN DOCUMENT**

The Cayuga/Onondaga Area School Employees' Healthcare Plan (the "Plan") was established on July 1, 1981. The Plan Document was then amended and restated effective April 1990 and was subsequently amended and restated effective January 15, 1997. The Plan was again amended and restated effective January 1, 2001, and approved under Article 47 of the New York State Insurance Law on March 7, 2001. The Plan was subsequently amended by Amendment One effective April 24, 2001, Amendment Two effective October 9, 2001, Amendment Three effective April 24, 2002, Amendment Four effective April 14, 2003, Amendment Five effective May 14, 2003, Amendment Six effective January 21, 2004, Amendment Seven effective February 4, 2008; Amendment 8 effective November 21, 2008 and Amendment 9, effective April 1, 2009.

The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) now desire to further amend the Plan as required under State COBRA laws.

NOW, THEREFORE, in accordance with the foregoing, the Plan is hereby amended by adding the following paragraph to Article 16, COBRA Coverage, as follows:

16.4 (c) 2009 Amendment to COBRA Continuation Coverage. As of July 1, 2009, the State of New York passed a law extending COBRA coverage to qualified beneficiaries for a total of 36 months regardless of the nature of the qualifying event. All persons receiving COBRA coverage as July 1, 2009, or those who experience a qualifying event after that date will be entitled to a total of 36 months of COBRA coverage. Other rules affecting COBRA coverage remain the same. If the State of New York amends or appeals this COBRA extension, your benefits may be changed accordingly, after approval by the State Insurance Department.

IN WITNESS WHEREOF, the Plan Administrator has caused this Plan Document Amendment to be executed by its duly authorized officer on the 21st day of October, 2009, to be effective as of July 1, 2009.

By: David T. Boyle Title: Chairman

COASEHP-PD10

APPROVED
STATE OF NEW YORK

MAY 17 2010

SUPERINTENDENT
JAMES J. WRYNN

AMENDMENT NO. ELEVEN
TO THE CAYUGA/ONONDAGA AREA SCHOOL EMPLOYEES'
HEALTHCARE TRADITIONAL PLAN DOCUMENT

The Cayuga/Onondaga Area School Employees' Healthcare Plan (the "Plan") was established on July 1, 1981. The Plan Document was then amended and restated effective April 1990 and was subsequently amended and restated effective January 15, 1997. The Plan was again amended and restated effective January 1, 2001, and approved under Article 47 of the New York State Insurance Law on March 7, 2001. The Plan was subsequently amended by Amendment One effective April 24, 2001, Amendment Two effective October 9, 2001, Amendment Three effective April 24, 2002, Amendment Four effective April 14, 2003, Amendment Five effective May 14, 2003, Amendment Six effective January 21, 2004, Amendment Seven effective February 4, 2008; Amendment 8 effective November 21, 2008, Amendment 9 effective April 1, 2009, and Amendment 10 effective July 1, 2009.

The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) now desire to further amend the Plan as required under the New York State Insurance Law.

NOW, THEREFORE, in accordance with the foregoing, the Plan is hereby amended by adding the following sub-section 3.8 to Section 3, "Eligibility for Coverage":

Coverage for Young Adult Children of Employees. Young adult children of Employees may be eligible for coverage under the Plan if the following requirements are met:

1. The Employee must be actively enrolled in the Plan or covered by the Plan's COBRA provision.

2. The Young Adult must be under the age of 30; must be single; and must live, work or reside in the Plan's coverage area.

3. The Young Adult may not be eligible for Medicare or for coverage under his/her own employer's health plan. The young adult is eligible for single coverage only, not coverage for his/her dependents.

Proof of Eligibility will be required by the Plan at the time of enrollment. The cost of coverage will be equal to the total contribution for coverage (employer and employee combined) for other single coverage under the Plan.

Enrollment Dates for Coverage. Eligible young adults may enroll in the Plan under the following circumstances:

1. **Loss of Dependent Coverage under the Plan.** If the young adult is currently covered as a dependent under the employee's policy, he/she may enroll within 60 days of the date that coverage would otherwise end due to reaching the maximum age for dependent coverage. Coverage will be retroactive to the date that coverage would otherwise have terminated.

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SEP 23 2010

SUPERINTENDENT
JAMES J. WRYNN

Note: Coverage will be *retroactive* only if elected within 60 days of the date the young adult would otherwise age off a parent's policy. In all other cases, coverage will be *prospective* and will start no more than 30 days from the date that the Plan receives notice of election and payment for coverage.

2. Changes in Circumstances. The young adult may enroll within 60 days of newly meeting the eligibility requirements because of a change in circumstance. Coverage will be prospective and will start within 30 days of when the employer receives notice of the election and payment for coverage. Examples of changes in circumstances are losing health insurance coverage sponsored by an employer and losing student status.

3. During the Annual Open Enrollment Period. Young adults who meet eligibility requirements may enroll in the Plan during the Plan's annual open enrollment period. Coverage will be prospective and will start on the first effective date associated with the Annual Open Enrollment Period after the Plan receives notice of the election and payment for coverage.

4. During the Initial 12-Month Open Enrollment Period. There is an initial 12-month open enrollment period, which will begin July 1, 2010 during which adults can enroll if they meet the eligibility requirements. Coverage will be prospective and will start within 30 days of when the Plan receives notice of the election and payment for coverage.

When does Coverage End? Coverage will end when any one of the following situations occurs:

1. Coverage is terminated pursuant to the terms of the Plan.
2. The parent-employee is no longer enrolled in the Plan or in COBRA.
3. The young adult no longer meets the eligibility requirements.
4. The cost of coverage is not paid on time or within the 30-day grace period.
5. The school district's health plan is terminated and not replaced.

Note: Once benefits under this option have ended, there is no COBRA extension available to the young adult.

IN WITNESS WHEREOF, the Plan Administrator has caused this Plan Document Amendment to be executed by its duly authorized officer on the 30th day of Sept. 2010, to be effective as of July 1, 2010.

By: David T. Boyle Title: Chairperson

Cayuga-Onondaga Area School Employees'

HEALTHCARE PLAN
1879 West Genesee Street Road
Auburn, New York 13021 .
(315) 253-0361

APPROVED
STATE OF NEW YORK

OCT 21 2011

AMENDMENT NO. TWELVE (12)
TO THE CAYUGA/ONONDAGA AREA SCHOOL EMPLOYEES
HEALTHCARE PLAN
PLAN DOCUMENT

SUPERINTENDENT
BENJAMIN M. LAWSKY

The Cayuga/Onondaga Area School Employees' Healthcare Plan (the "Plan") was established on July 1, 1981. The Plan Document was then amended and restated effective April 1990 and was subsequently amended and restated effective January 15, 1997. The Plan was again amended and restated effective January 1, 2001, and approved under Article 47 of the New York State Insurance Law on March 7, 2001. The Plan was subsequently amended by Amendment One effective April 24, 2001, Amendment Two effective October 9, 2001, Amendment Three effective April 24, 2002, Amendment Four effective April 14, 2003, Amendment Five effective May 14, 2003, Amendment Six effective January 21, 2004, Amendment Seven effective February 4, 2008; Amendment 8 effective November 21, 2008, Amendment 9, effective April 1, 2009, Amendment 10, effective July 1, 2009, Amendment 11, effective July 1, 2010.

The Cayuga/Onondaga Area Members (as such term is defined in the Plan Document) now desire to further amend the Plan as required under the New York State Insurance Law.

NOW, THEREFORE, in accordance with the foregoing, the Plan is hereby amended as follows:

1. Effective July 1, 2011, the Plan's inside cover page is amended by adding the following statement in italics:

The Cayuga/Onondaga Area School Employees' Healthcare Plan believes it is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to Katherine Bartolotta at 315-255-7650. You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

2. Effective July 1, 2011, Sec. 2.18 is deleted in its entirety, and replaced with the following definition of "Child":

Cayuga-Onondaga Area School Employees'

HEALTHCARE PLAN
1879 West Genesee Street Road
Auburn, New York 13021
(315) 253-0361

"Child" means any of the following children of an Employee or Retiree described in (1) - (4) below:

- (1) *A biological child under the age of 26 as long as he/she is not eligible for any other employer sponsored health insurance or plan,*
- (2) *A step-child, under the age of 26 as long as he/she is not eligible for any other employer sponsored health insurance or plan,*
- (3) *A pre-adoptive* or adopted child under the age of 26 as long as he/she is not eligible for any other employer sponsored health insurance or plan, and/or*
- (4) *a foster child under the age of 26 as long as he/she is not eligible for any other employer sponsored health insurance or plan.*

*Coverage for the above categories of children does not depend upon (a) the marital status of the child**, (b) the child's financial dependence on the Employee or Retiree, (c) the child's residence, or (d) the child's student status.*

However (until July 1, 2014) if the child described in (1) through (4) above is eligible for any other employer-sponsored health insurance or plan (for example, through his/her own or his/her spouse's employer), he/she is not eligible for coverage under this Plan. It does not matter whether the child is actually enrolled in the other coverage or what the cost of the other coverage is; if the coverage is available to the child, he/she is not eligible for coverage in the Cayuga/Onondaga Area School Employees' Healthcare Plan.

Notice: Dependents of Employees and Retirees who meet the above qualifications and who were terminated from the plan prior to July 1, 2011 (including those who may have elected COBRA coverage) may re-enroll as dependents during the Plan's regular open enrollment period, or during the initial 30-day open-enrollment period beginning July 1, 2011.

In addition to those children described in (1) through (4) above, coverage under this plan may also be available for certain other children supported by an Employee or Retiree. They include the following children:

- (1) *An unmarried child who -*
 - (a) *is a permanent resident in the Employee's or Retiree's household, and who*
 - (b) *is chiefly dependent on the Employee or Retiree for support (meaning the child can be claimed as a dependent under IRS regulations), and who*

Cayuga-Onondaga Area School Employees'

HEALTHCARE PLAN

1879 West Genesee Street Road

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(315) 253-0361

(c) *is under the age of 19 years old or 25 years old if*

(i) *he/she is a full-time student at an accredited educational institution, and*

(ii) *he/she qualifies as a dependent under IRS regulations, and*

(iii) *he/she is not eligible for any other employee group medical insurance.*

Up to four years of time spent in military service may be deducted from the age of a student dependent in determining his/her eligibility for dependent status, if he/she would otherwise qualify as a dependent under IRS regulations.

(2) *Coverage may also be extended to a Child who is incapable of self-sustaining employment because of a physical handicap, mental illness, developmental disability, or mental retardation (as defined in Sec. 1.03[21] of the New York Mental Hygiene Law), if*

(a) *the child became disabled before reaching the age when coverage would otherwise have terminated (19, 25, or 26, depending on his/her category of coverage), and if*

(b) *the child resides with the Employee or Retiree and is chiefly (51%) dependent upon the Employee for support and maintenance, and can be claimed as a tax dependent under IRS regulations.*

Dependent status in such a case will be maintained as long as the child remains incapable. The Employee or Retiree must submit proof of the child's incapacity within 31 calendar days of the child's limiting age for coverage. The Plan has the right to check whether a child is and continues to qualify under this paragraph, including requiring the child to undergo an annual physical exam, and providing tax returns showing the child as a dependent.

** A "pre-adoptive child" refers to a child (under the age of 18 as of the date of the placement for adoption) whom an Employee intends to adopt, whether or not the adoption has become final. The Employee must assume and retain a legal obligation for total or partial support of the child in anticipation of the adoption of the child. The child must be "available" for adoption and the legal process of adoption must have begun.*

*** Coverage is available to the Employee's child only, not to that child's spouse or children.*

Important Notices:

Cayuga-Onondaga Area School Employees'

HEALTHCARE PLAN

1879 West Genesee Street Road

Auburn, New York 13021

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Proof of Dependent status (including full-time student status, and lack of alternative coverage) is required by the Plan and must be provided at enrollment and any time later if requested by the Plan.

It is the Employee's responsibility to notify their Employer when a Dependent or Child no longer qualifies for coverage, such as when a Spouse is divorced from the Employee, or a child reaches the limiting age for coverage or loses student status. If the Employee fails to notify the Employer of eligibility changes, he/she may be required to repay the Plan for any benefits paid in error on behalf of the ineligible Dependent.

3. Effective July 1, 2011, Sec. 5.4 (b)(2), Termination of Coverage, entitled "Dependent Ceases to be Eligible," is modified by adding the following language in italics:

[Coverage of a child ends] the last day of the calendar month in which he/she turns age 26 (if he/she is a biological, step-, foster, or adopted child of the Employee as defined in Sec. 2.18 [1] - [4]); otherwise, coverage ends the last day of the calendar month in which the child turns 19 (or 25, if a full-time student).

4. Effective July 1, 2011, Section 7.13, entitled "Lifetime Maximums," is amended by adding the following language in italics:

Where the Plan sets forth a "lifetime maximum" benefit, that limitation shall be applied to each individual Covered Person notwithstanding that he/she may be entitled to Coverage as a Participant and as a Dependent under another person's Coverage at the same time or at different times in his/her lifetime. However, beginning July 1, 2011, lifetime maximums will no longer be applied to essential health benefits. "Essential" health benefits include but are not necessarily limited to the following: ambulatory patient services, emergency services, hospitalization, maternity & newborn care, mental health and substance use disorder services, prescription drugs, rehabilitative and habilitative services & devices, laboratory services, preventive and wellness services and chronic disease management, and pediatric services.

5. Effective July 1, 2011, Sec. 9.1 of the Plan, entitled "Co-Insurance, Annual Deductible, and Lifetime Maximum Benefits" is amended by adding the following language in italics to sub-section (c):

(c) Non-Basic Benefit Lifetime Limit. Benefits for non-essential non-basic services are subject to a lifetime maximum of \$1,000,000.00 per Covered Person. There is no lifetime maximum for essential health benefits.

6. Effective July 1, 2011, Sec. 7.4 of the plan entitled "Pre-Existing Conditions" is amended by adding a new sub-section (c)(5) in italics:

(5) The pre-existing condition exclusion shall not be applied to participants who are under the age of 19. After July 1, 2014, the pre-existing exclusion shall not be applied to any new enrollee in the Plan.

Cayuga-Onondaga Area School Employees'

HEALTHCARE PLAN

1879 West Genesee Street Road

Auburn, New York 13021

(315) 253-0361

7. Section 4.1(c), "Election of Coverage" is clarified by adding the language below in italics:

Disabled Participant. A Disabled Participant may make Annual Enrollment Period Elections and Change in Status Elections. A Disabled Participant who is not an Employee (by reason of Disability other than end-stage renal disease) shall be deemed to make an election of Option 2 (*Medicare Supplemental coverage*) on the effective date of coverage under Medicare. *This means that any former employee, Retiree or Dependent of a Retiree who becomes eligible for Medicare must enroll in both Medicare Part A (Hospital) & Part B (Medical) at the earliest possible opportunity. If the person does not enroll when first eligible, his/her claims will be paid as if he/she had actually enrolled.*

8. Section 7.3 entitled "Limitation on Benefits for Persons Eligible for Medicare Who Do Not Elect Medicare Coverage" is amended and clarified by adding the language below in italics:

The Benefits for a Covered Person who is eligible for Medicare due to Age or Disability but who fails to actually enroll (or who has allowed Medicare coverage to lapse) shall be subject to the following limitation in addition to all other terms of the Plan: Benefits will be limited to the amounts payable under Article 10 as if the Covered Person was enrolled in Medicare. This means that any Covered Person who becomes eligible for Medicare must enroll in both Medicare Part A (Hospital) & Part B (Medical) at the earliest possible opportunity. If the person does not enroll when first eligible, his/her claims will be paid as if he/she had actually enrolled.

9. Effective immediately Section 7.9 entitled "Subrogation" is deleted in its entirety and replaced with the following new Sec. 7.9 entitled, "Other Party Responsibility for Claims":

Other Party Responsibility. If you suffer injuries for which another party or payer may be primarily responsible for the loss or payment of the medical expenses, the Plan has an independent right to file a claim or pursue other legal remedies from or against the party that caused the loss, or any entity which may be responsible for payment of the medical expenses, to recoup benefits paid by the Plan that were caused by a third party, or for which payment is potentially the responsibility of another party. If you suffer injuries for which another party may be responsible, or incur medical expenses whose payment may be the responsibility of another party, please notify the claims administrator. The Plan will determine whether it will bring an action against the potentially responsible party for payment of medical benefits it has provided for your treatment. You will not personally be responsible to repay the Plan for these benefits, but the Plan can file a claim or take action directly against parties which may be potentially responsible for the loss or potentially responsible for payment of the medical expenses.

10. Appendix B, "Change in Status Events" is amended by adding a new event as indicated in italics, below:

Cayuga-Onondaga Area School Employees'

HEALTHCARE PLAN
1879 West Genesee Street Road
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(25) Change in Status Event: Retiree who has not elected coverage with this Plan at the time of retirement (due to being covered under another plan) loses his/her other coverage after retirement. Elections Available: None

IN WITNESS WHEREOF, the Plan Administrator has caused this Plan Document Amendment to be executed by its duly authorized officer on the 10th day of Nov, 2011.

By: *Dale G. [Signature]*

Title: *Chairperson*