



Kaiser Foundation Health Plan, Inc.
Hawaii Region

Delegation Agreement – Group Delegation to Health Plan of Clerical COBRA Functions

Group hereby delegates to Kaiser Foundation Health Plan, Inc., Hawaii Region ("Health Plan") the following clerical COBRA functions:

- Billing and collecting COBRA premiums under the *Group Medical and Hospital Service Agreement ("Agreement")* between Group listed on this Delegation Agreement and Health Plan. Group authorizes Health Plan to increase monthly premiums up to the maximum permitted by COBRA law.
- Terminating the memberships of Group's COBRA Health Plan members for nonpayment of COBRA monthly premiums, or for expiration of the expected time limit that Group specified for the member's COBRA coverage.

Group retains all other COBRA responsibilities, such as notifying qualified beneficiaries of COBRA rights and processing COBRA elections. In addition, it is understood that Group relies on its own sources (for example, Group's legal counsel) for information about Group's responsibilities under COBRA law. Health Plan is not responsible for advising Group about Group's responsibilities. Health Plan is not a named fiduciary for purposes of administration of COBRA coverage.

When a COBRA qualified beneficiary makes a COBRA election and enrolls through Group in Health Plan, Group will notify Health Plan of the enrollment, the COBRA qualifying event (for example, termination of employment), and the expected time limit for the COBRA membership (for example, 36 months for a spouse if the COBRA qualifying event is divorce). Health Plan will then bill and collect monthly premiums from the appropriate member for the family unit's COBRA members.

Group will notify Health Plan when a member's COBRA membership terminates (except for terminations that Health Plan initiates) or changes status (for example, if a subscriber requests any membership change or there is a disability determination that makes a COBRA member eligible for the disability extension of COBRA eligibility).

Starting in January 2008, Health Plan will send Group a revamped monthly report of the membership status of COBRA members. This report will include the names and the current billing addresses (according to Health Plan's records) of all COBRA members. The report will also list the following:

- Members whose COBRA premiums are delinquent. Unless Group notifies Health Plan that Group does not want Health Plan to terminate the membership of one or more of these members, Health Plan will terminate the membership of these members for nonpayment if Health Plan does not receive payment by the due date specified in Health Plan's notice to the member.
- Members whose membership Health Plan has terminated for nonpayment or for expiration of the expected time limit that Group specified for the member's COBRA coverage.

Group will notify Health Plan immediately if one of the following occurs:

- Group disagrees with a member's COBRA expiration date listed on the report
- The report lists a COBRA member whose premiums are delinquent or whose membership has been terminated for nonpayment, and Group does not want that member's membership terminated for nonpayment

Note: Nothing in this *Delegation Agreement* is intended to prohibit Health Plan from terminating memberships without Group's consent in accord with the *Group Medical and Hospital Service Agreement*, for example, in the case of termination for cause.

Termination on notice

Group or Health Plan may terminate this delegation agreement by giving at least 15 days prior written notice to the other.

Signatures

Group Name

Group/Subgroup Number

Authorized Group Officer Signature

Please Print Your Name and Title

Date Signed



Christina K. Hause
Authorized Officer
VP, Marketing, Sales & Business
Development
Kaiser Foundation Health Plan, Inc.

Please make a copy of the signed *Delegation Agreement* and keep the copy with your Group's *Agreement* for future reference. **Please mail the original signed agreement to the following address:**

Client Service Unit
Kaiser Permanente
711 Kapiolani Blvd.
Honolulu, HI 96813