

Disclaimers & Notices

Disclaimer Notices

Every effort has been made to ensure the accuracy of the summary information on this website for Concordia Plan Services. However, if there is any conflict between the information on this website and the actual terms and conditions of the Plans, as set out in the official documents which control the Plans, the latter will govern. To view plan documents, visit the “Resources/Plan Booklets” section of this website. To request printed copies of the plan documents, email info@concordiaplans.org or call Concordia Plan Services toll free at 888-927-7526.

Links to other websites are provided solely as a courtesy to Plan members for finding and utilizing benefit information, but are not under the control of Concordia Plan Services. These sites are neither supported nor endorsed by The Lutheran Church—Missouri Synod.

Special Enrollment Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in the Concordia Health Plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 60 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 60 days after the marriage, birth, adoption or placement for adoption.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Concordia Plan Services, the administrator of the Concordia Health Plan and the Be Well . . . Serve Well wellness program will never disclose any of your personal information either publicly or to your employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as

expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is a health coach with the Concordia Total Health Team in order to provide you with services under the wellness program. You will be asked to provide additional consent in order for this information to be shared with the Concordia Total Health Team.

All medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be secured and appropriate precautions will be taken to avoid any data breach, and employees will be trained on appropriate privacy and security practices.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

Special Disclaimer Notice Regarding the Concordia Retirement Plan

The Concordia Retirement Plan is funded by contributions made by its participating employers. The contributions are held in a trust and invested by Trustees in a manner intended to provide sufficient funds to pay all benefits under the Plan. The Trust funds are held for the exclusive benefit of Plan members and beneficiaries and to defray the reasonable costs of administering the Plan. As defined in the Employee Retirement Income Security Act, this Plan is a “church plan” and, as a result, benefits are not insured by the Pension Benefit Guaranty Corporation. Benefit payments are backed only by the assets of the Trust, which may fluctuate in value from time to time, and are not guaranteed by The Lutheran Church–Missouri Synod or any participating employer.

Special Securities Law Notice

As a church plan, the Concordia Retirement Savings Plan is exempt from the registration, regulation, and reporting requirements of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and

state securities laws. CRSP account holders are not afforded the protection of those laws with respect to their interest in the CRSP.

Women's Health and Cancer Rights Act of 1998

The Concordia Health Plan provides coverage for mastectomy-related services, including reconstruction of the breast on which a mastectomy is performed; surgery and reconstruction of the other breast for symmetrical appearance; and prosthesis and treatment of physical complications at all stages of the mastectomy, including lymphedemas. (Annual notification is required by the Women's Health and Cancer Rights Act of 1998.)

Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

CHIPRA

The Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA) has caused an addition to the Special Enrollment qualifying events of the Concordia Health Plan. Under the provisions, effective April 1, 2009, health insurance carriers and group health plans (including the Concordia Health Plan) are required to permit an eligible worker (or dependent of the worker) to enroll for coverage, if the following occurs:

- The worker (or dependent) is covered under a state Medicaid or state children's health insurance plan and coverage is terminated as the result of the loss of eligibility for Medicaid or state children's health insurance coverage; or
- The worker (or dependent) becomes eligible for premium assistance—to purchase coverage under the group health plan—provided by the applicable state Medicaid or state children's health insurance plan; and
- The worker requests coverage no later than 60 days after the date that eligibility for state Medicaid or state children's health insurance plan coverage is lost or the date the worker (or dependent) is determined to be eligible for state premium assistance.

Note: All other provisions of Special Enrollment qualifying events (COBRA coverage exhausted, loss of other health coverage, or new dependent due to marriage, birth, adoption, or placement for adoption) require that the worker requests coverage for himself/herself (or dependents) no later than 30 days after the qualifying event.

Grandfathered Status Notice

Concordia Plan Services believes the Concordia Health Plan (CHP) 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 the CHP may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement to provide an internal and external appeal review process. 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 Concordia Plan Services at 888-927-7526. You may also contact the U.S. Department of Health and Human Services at www.HealthCare.gov.

Alternate Dispute Resolution Provision

Effective January 1, 2014, an external Alternate Dispute Resolution (ADR) process was added to supplement the dispute resolution process described in the Concordia Disability and Survivor Plan, Concordia Retirement Plan, and Concordia Retirement Savings Plan (the Plans). Under the ADR process, any unresolved dispute a member or employer may have that is related to one of the Plans may be considered and resolved by an impartial party (either JAMS* or U.S. Arbitration and Mediation).

The ADR process provides for binding arbitration but also allows non-binding mediation. The Plans allow a limited time period to bring a dispute to ADR, and the dispute first must have been considered by the Concordia Plan Services (CPS) Appeals Review Committee. Any decision rendered through the ADR process is considered final and is the exclusive method of resolving such disputes. Previously the Plans provided that all determination made by the CPS Appeals Review Committee were considered final, subject to the synodical dispute resolution section of the Synod Handbook (and the ADR process likewise will be subject to that section of the Handbook).

Concordia Plan Services will pay any case management fees associated with the ADR. The professional fees of the arbitrator or mediator are to be equally shared. Other details of the ADR provision may be found in the Plans.

**Founded in 1979, JAMS is an acronym for Judicial Arbitration and Mediation Services.*