

**COBRA ENDORSEMENT B-
WAIVER OF COBRA ADMINISTRATOR**

This COBRA Endorsement B-Waiver of COBRA Administrator (“Endorsement”) by and between **Blue Cross and Blue Shield of New Mexico, a division of Health Care Service Corporation, a Mutual Legal Reserve Company (“Corporation”) and _____ (“Employer”)** hereby amends the parties’ Group Master Contract and shall have the same effective date at the parties’ Group Master Contract.

A. DEFINITIONS

1. “COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and related provisions which require certain employers to offer continuation of health care coverage to employees and their dependents who would otherwise lose coverage.
2. “Members” shall mean the same as provided for in the Group Master Contract.
3. “Qualified Beneficiaries” shall mean persons who are eligible to elect continuation coverage pursuant to COBRA.

B. OBLIGATIONS OF EMPLOYER

1. Employer hereby acknowledges that it is subject to the provisions of COBRA and hereby agrees that it shall be solely responsible for the administration of all aspects of the federal requirements for the continuation of health care coverage pursuant to COBRA.
2. Employer hereby acknowledges that Corporation shall have no responsibility for administering any aspect of the federal requirements for the continuation of health care coverage pursuant to COBRA.
3. Employer agrees to notify Corporation in writing at least 30 days in advance of the exhaustion of COBRA continuation benefits.
4. Employer agrees to defend and indemnify Corporation for any damage, claim or loss, including attorneys’ fees, the Corporation may suffer due to any action, litigation, suit or claim brought by any individual arising out of Employer’s duties under COBRA.

C. OBLIGATIONS OF CORPORATION

1. Corporation shall provide continuation of coverage to Qualified Beneficiaries to the extent required by COBRA provided Corporation receives the

applicable contribution for continuation of coverage and proper enrollment forms in a timely manner.

D. OTHER PROVISIONS

1. This Endorsement is not intended to and shall not be interpreted to grant any Member or Qualified Beneficiary any rights in excess of those required by the Group Master Contract and/or COBRA.
2. This Endorsement is not intended to and shall not be interpreted to extend, vary, alter, replace, or waive any of the provisions, benefits, exclusions, limitations or conditions contained in the Group Master Contract, other than as specifically provided for in this Endorsement.
3. In the event there are any statutory and/or regulatory changes, revisions or modifications to COBRA, the Group Master Contract and this Endorsement shall be deemed to have been changed, revised or modified so as to comply with COBRA.
4. Either party may terminate this Endorsement for any reason upon 30 days' prior written notice to the other party. Otherwise, this Endorsement shall terminate in accordance with the termination of the Group Master Contract.

AGREED:

Employer:

Blue Cross and Blue Shield of New Mexico, a division of Health Care Service Corporation, a Mutual Legal Reserve Company

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date