

Seattle Police Relief Association

Supplemental Medical Plan 4053D (to City of Seattle's "Preventive Plan") for Active and Retired members of SPRA

SUMMARY PLAN DESCRIPTION

If you have questions about specific benefit provisions or limitations of this Plan, please contact the Seattle Police Relief Association Office or Healthcare Management Administrators. The address and phone numbers are in this brochure.

SUPPLEMENTAL MEDICAL PLAN 4053D

The Seattle Police Relief Association (the “Association” or “SPRA”) hereby establishes this SPRA Supplemental Medical Plan D effective April 1, 1999 (the “Plan”). The purpose of the Plan is to promote the health and welfare of all covered persons through supplemental medical, prescription drug and vision benefits. The Plan reimburses your co-pay amounts (listed in Item 7) to a maximum of \$500.00 per person per calendar year, and your vision hardware expenses up to the maximum amounts listed in Item 7. The calendar year is January through December.

This Plan is always supplemental to the Seattle Police Department Plan, and any other health benefit plan under which a Member may be covered. Non-eligibility or non-payment of a benefit or claim expense by the City of Seattle Plan will also cause non-eligibility and non-payment by this Plan.

The following “SUMMARY PLAN DESCRIPTION” contains very important information about your rights under federal law, in the event you decide to purchase the benefits described herein.

SUMMARY PLAN DESCRIPTION

1) Name of Plan

This Plan is known as the SPRA Supplemental Medical Plan 4053D.

2) Name, address and telephone number of Plan Administrator

This Plan is administered by a board of trustees, the name, address and telephone number which is:

Board of Trustees
Seattle Police Relief Association
2517 Eastlake Avenue East #101
Seattle, WA 98102
206-726-9095 or fax 206-726-8767
Email: spra@reliefassociation.org
Website: reliefassociation.org

3) Identification Numbers

The Employer Identification Number assigned to the SPRA by the Internal Revenue Service is EIN 91-0403365.

The Plan Number is 501

4) **Type of Plan**

This Plan can be described as a self-insured welfare benefit plan providing supplemental medical and prescription drug benefits. This Plan is a voluntary plan, available to members as described in Item 6.

5) **Name and address for agent for service of process**

Each member of the Board of Trustees is an agent for purposes of accepting service of legal process on behalf of the Plan. The address for all of the Trustees is c/o the Seattle Police Relief Association, 2517 Eastlake Avenue East #101, Seattle, WA 98102. The Trustees names and titles are as follows¹:

Jim Dermody, President	Rob Blanco, Vice President
Walt Hayden, Secretary/Treasurer	Shane Anderson
Robert Besaw	Debra Brown
Bryan Grenon	Brian Lundin
Aaron Sausman	Peter Schrantz
Frances Smith	Paul Suguro

6) **Participation and eligibility**

a) **Member Eligibility:** The SPRA Bylaws govern membership in the Association. Members of the Seattle Police Relief Association and the following dependents shall be eligible to be covered under the Plan:

- Eligible dependents of active LEOFF I officers;
- LEOFF I vested officers and their eligible dependents;
- LEOFF I disabled officers and their eligible dependents;
- Active and Retired LEOFF II officers and their eligible dependents;
- LEOFF II disabled officers and their eligible dependents; and
- Any retired and vested eligible SPRA member who selects to be covered by the Supplemental Plan only.

b) **Member Definition:** A member is a qualifying regular member of the SPRA who is in active service on or subsequent to the effective date of the Plan.

c) **Dependent Definition:** A Dependent is: (1) The lawful spouse or registered domestic partner of an eligible member or deceased member; or (2) An eligible member's child(ren) from the child(ren)'s date of birth to age 26.

¹ To request the most current list of SPRA Trustees please call or write the SPRA Office.

The term child(ren) also includes any adopted child or stepchild. If both parents of an eligible dependent child are eligible members then the child is considered an eligible dependent of one member only.

In no event will the term eligible dependent include any person who is an eligible member, nor one who is on active full-time military duty.

- d) Domestic Partner Definition: A domestic partner is an individual named by an Eligible Member as his or her domestic partner in an affidavit filed with the City of Seattle's Personnel Director in accordance with SMC 4.30.020 and who with the Eligible Member meets the conditions of that statute: a) The Eligible Member and domestic partner share the same regular and permanent residence, have a close personal relationship, and have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership; b) They are not married to anyone; c) They are eighteen (18) years of age or older; d) They are not related by blood closer than would bar marriage in the State of Washington; e) They were mentally competent to consent to contact when their domestic partnership began; f) They are each other's sole domestic partner and are responsible for each other's common welfare; any prior domestic partnership in which the Eligible Member or his or her domestic partner participated with a third party was terminated not less than ninety (90) days prior to the date of filing their domestic partnership affidavit, or by death of that third party, whichever was earlier, and if such earlier domestic partnership had been acknowledged pursuant to SMC, that notice of the termination of such earlier domestic partnership was provide to the City pursuant to SMC Section 4.30.030 not less than ninety (90) days prior to the date of filing their domestic partnership affidavit.
- e) Qualified Medical Child Support Orders: Participants and beneficiaries can obtain without charge, a copy of such procedures from the Plan Administrator.

7) **Benefits**

Benefits will be paid under the Plan according to the following schedule:

SCHEDULE OF BENEFITS

Aetna Preventive Plan Benefits

SPRA Supplemental Benefits

In-Network Eligible Medical Expenses:
Illness, accident, and preventive care
Outpatient Mental Health (20 visit limit)
Chiropractic Treatment (20 visit limit)
Physical Therapy (20 visit limit)
Naturopathic Care
Alcohol/Chemical Dependency Treatment
Urgent Care
Emergency Room

Up to \$10 per co-pay

Out-of-Network/Non-Preferred Providers:

No Benefits

Claims denied by primary insurance

No Benefits

Prescriptions:

Generic
Brand Name
Non-preferred drugs
Mail order, 90-day supply

Up to \$15 per co-pay
Up to \$15 per co-pay
Up to \$15 per co-pay
Up to \$30 per 90-day prescription

Vision:

Exam	In-Network	
Vision Hardware*	Lenses & Frames	
	Contacts	

Up to \$10 per co-pay
\$50 per year
\$40 per year

*Vision hardware is an additional benefit and is not included in the \$500 annual plan maximum

Annual Plan Maximum:

Per Individual

\$500

Adding/Deleting Dependents: To add or delete dependents to the Plan, you must complete the SPRA Enrollment/Change form, which may be obtained at the SPRA office.

Please note: there is a limited sign-up period of 60 days for adding newborns and new spouses to this Plan, with the newborn's effective date retroactive to his/her date of birth, and new spouse's effective date retroactive to the date of marriage.

8) **Circumstances which may result in ineligibility or denial of benefits**

Circumstances that may result in disqualification, ineligibility, denial or the loss of benefits include:

- a) failure to pay your SPRA dues;
- b) failure to pay your Medical Plan dues;
- c) termination of your membership in SPRA;
- d) fraudulent claim filing; or
- e) modification or termination of the Plan. The Board of Trustees retains the authority to modify or terminate the Plan.

9) **Source of contributions**

Contributions to this Plan are made by members who elect to enroll in the Plan.

10) **Entities used for accumulation of assets and payment of benefits**

The contributions are received and held by the Board of Trustees in SPRA's bank and investment accounts pending the payment of benefits and administrative expenses.

11) **End of Plan year**

The Plan runs from January 1 to December 31.

12) **Procedures to be followed in presenting claims for benefits and remedies**

a) Filing Medical Co-Pay Claims:

In order to receive payment from the SPRA Supplemental Medical Plan, you must attach the co-pay receipt from your provider (which should include provider name, address & phone, date of service, your name and amount paid), or a print-out from the provider's office, or the Aetna E.O.B. to a co-pay reimbursement form and send it to SPRA at the location listed above. The co-pay reimbursement forms are available from the SPRA office and are downloadable on the SPRA website at www.reliefassociation.org. Submit these to:

Seattle Police Relief Association
Supplemental Medical Plan 4053D
2517 Eastlake Avenue East #101
Seattle, WA 98102

206/726-9095 or fax 206/726-8767
spra@reliefassociation.org

A copy of your claims submissions will be placed in your file and the claims will be forwarded to HMA for payment.

b) Filing Prescription Co-Pay Claims:

Your primary insurance does not reimburse prescription co-pays. To obtain reimbursement, attach pharmacy receipts or a print-out of prescriptions from your pharmacy to a co-pay reimbursement form and send it to SPRA at the location listed above. The co-pay reimbursement forms are available from the SPRA office and are downloadable on the SPRA website at www.reliefassociation.org.

PLEASE NOTE: There is a 12-month timely filing limitation from the date of service on all claims under the Plan (medical and prescription).

13) Statement of legal rights

As a participant in the SPRA Benefit Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine without charge at the SPRA office, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as the annual reports (form 5500), and Plan descriptions.
- Obtain copies of all Plan documents, including the annual report (form 5500), and other Plan information upon written request to the Plan Administrator at the SPRA office. SPRA may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. SPRA is required by law to furnish each enrollee with this summary annual report.
- Continue supplemental medical coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents will have to pay for such coverage.
- Review this Summary Plan Description and the rules governing your federal continuation coverage (COBRA) rights.
- Reduce or eliminate exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your federal continuation coverage ceases, if you request it before losing

coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to pre-existing condition exclusions for up to 12 months (and up to 18 months for late enrollees) after your enrollment date in your coverage.

In addition to creating rights for Plan enrollees, ERISA imposes obligations on the persons who are responsible for the operation of the benefit Plan. These persons are referred to as “fiduciaries” in the law. Fiduciaries must act solely in the interest of the Plan enrollees and they must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan. No one, including your employer, may fire you or otherwise discriminate against you to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done and to receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is ignored or denied in whole or in part, you have the right to a hearing before the Board of Trustees, provided you make such a request within 181 days after learning of the denial. The trustees will conduct a hearing during which you may present your position and any evidence in support thereof. You may be represented at the hearing by an attorney or by any other representative of your choice. Thereafter, the Trustees shall issue a written decision affirming, modifying or setting aside the former decision no later than five days after the benefit determination related to the hearing is made. If you exhaust the claims and appeal procedure, you may bring an action in federal court pursuant to ERISA Section 502 (A). In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan Administrators misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim frivolous).

If you have any questions about this statement or your rights under ERISA or if you should need assistance obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 300 Fifth Avenue, Suite 1050F, Seattle, Washington 98104, phone (206) 757-6781 or the Division of Technical Assistance and Inquiries, Employee Benefits

Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. If you should have any questions about your plan, you should contact the Seattle Police Relief Association.

RESERVATION OF RIGHTS

Although the Trustees hope to provide benefits for the indefinite future, the Trustees nonetheless reserve the right and power to adjust benefit levels up or down, and to terminate the Plan. Such adjustments or termination could apply to current as well as future retirees. In case of termination, plan assets will be distributed to plan participants according to IRS rules.