



Town of Ashland City

# Summary Plan Description

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

## Nondiscrimination Notice

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2. Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

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You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-565-9140 (TTY: 1-800-848-0298).

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注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-565-9140 (TTY:1-800-848-0298)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-565-9140 (TTY:1-800-848-0298).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-565-9140 (TTY: 1-800-848-0298) 번으로 전화해 주십시오.

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-565-9140 (ATS : 1-800-848-0298).

បំណង: បើ អ្នក និយាយ ភាសា ខ្មែរ, មាន សេវា ជំនួយ ភាសា ឥត គិត ថ្លៃ ចំពោះ អ្នក។ ហៅ លេខ 1-800-565-9140 (TTY: 1-800-848-0298)។

ማሳሰቢያ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም አርዳታ ድርጅቶች በነጻ ሊያገዝዎት ተዘጋጅተዋል፡ ወደ ሚክላው ቁጥር ይደውሉ 1-800-565-9140 (መስማት ለተሳናቸው: 1-800-848-0298)፡፡

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-565-9140 (TTY: 1-800-848-0298).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-565-9140 (TTY:1-800-848-0298)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-565-9140 (TTY:1-800-848-0298) まで、お電話にてご連絡ください。

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-565-9140 (TTY:1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-565-9140 (TTY:1-800-848-0298) पर कॉल करें।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-565-9140 (телетайп: 1-800-848-0298).

-توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-565-9140 (TTY:1-800-848-0298) تماس بگیرید .

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-565-9140 (TTY: 1-800-848-0298).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-565-9140 (TTY: 1-800-848-0298).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-565-9140 (TTY: 1-800-848-0298).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-565-9140 (TTY: 1-800-848-0298).

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hólq, kojí' hódíílnih 1-800-565-9140 (TTY: 1-800-848-0298).

**NOTICE**

**PLEASE READ THIS SUMMARY PLAN DESCRIPTION CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUE CROSS BLUE SHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS HRA PLAN, PLEASE CONTACT:**

**CUSTOMER SERVICE DEPARTMENT  
BLUE CROSS BLUE SHIELD OF TENNESSEE, INC.  
THIRD-PARTY ADMINISTRATOR  
1 CAMERON HILL CIRCLE  
CHATTANOOGA, TENNESSEE 37402-2555  
(800) 565-9140**

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## **INTRODUCTION**

Your employer ("Plan Administrator" or "Employer") has established a Health Reimbursement Arrangement ("HRA Plan") for You. Details of the HRA Plan are outlined in this Summary Plan Description ("SPD").

Read this SPD carefully so that You understand the provisions of the HRA Plan and the benefits You will receive. You need to be fully informed before and during Your enrollment in the HRA Plan. You should direct any questions You have to the Plan Administrator, which is the Employer, who is identified in the "Administrative Information" section. There is an HRA Plan Document on file that contains more detail than this SPD, and that You may review upon request. In the event there is a conflict between this SPD and the HRA Plan Document, the HRA Plan Document will control. Also, if there is a conflict between the Administrative Services Agreement ("ASA") between the Third-Party Administrator and the Employer and either the HRA Plan Document or this SPD, the ASA will control.

## **GENERAL INFORMATION ABOUT THIS HRA PLAN**

### **Who is the Plan Administrator?**

The Employer is the Plan Administrator and the named Plan fiduciary for the HRA Plan. BlueCross BlueShield of Tennessee, Inc. is the Third-Party Administrator for the HRA Plan. As the Third-Party Administrator, BlueCross BlueShield of Tennessee, Inc. processes and pays HRA Plan claims on behalf of the Employer.

### **What is the purpose of the HRA Plan?**

The purpose of the HRA Plan is to reimburse, up to certain limits, Eligible Medical Expenses on behalf of HRA Plan Members. Reimbursements for Eligible Medical Expenses paid by the HRA Plan generally are excludable from taxable income.

### **Who can participate in the HRA Plan?**

Any Subscriber in Employer's health plan ("Health Plan") is eligible to participate in this HRA Plan. Any Covered Dependents of the Employee (except domestic partners) are also eligible to participate. The Employer shall make final eligibility determinations.

### **What benefits are offered through the HRA Plan?**

Before the start of each Benefit Period, Employer will determine a maximum HRA Allocation amount that may be credited during that Benefit Period to the HRA Account. The HRA Allocation will be reduced by any amount paid to You, or for Your benefit, for Eligible Medical Expenses.

### **Are there any limitations on benefits available from the HRA Plan?**

Only Eligible Medical Expenses are Covered by the HRA Plan. Employer or Third-Party Administrator can provide You with more information about which expenses are eligible for reimbursement.

### **How do I become a Subscriber?**

Employees who meet eligibility requirements are eligible Employees and may become Subscribers in this HRA Plan.

### **What if Your employment terminates during the Benefit Period?**

If Your employment, or coverage under the Health Plan, terminates during the Benefit Period, participation in this HRA Plan terminates unless You elect COBRA or State Continuation Coverage for the Health Plan and the HRA Plan. Any Eligible Medical Expenses incurred prior to the termination date are reimbursable, up to the account balance in the HRA Account. You must still comply with the

reimbursement request procedures required under the HRA Plan. Any unused portions will be unavailable after termination of employment.



## **COBRA – CONTINUATION COVERAGE**

If Your Coverage under this HRA Plan terminates for reasons set forth in the law, Employer may be required to offer You the right to continue coverage. This right is referred to as “Continuation Coverage” and may occur for a limited time subject to the terms of this SPD, and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) or according to Tennessee state law (“State Continuation Coverage”). If You are eligible for Continuation Coverage, You may elect either COBRA or State Continuation coverage in accordance with the terms of the HRA Plan and any applicable law, but not both.

If You and Your Covered Dependents are enrolled under this HRA Plan at the time a Qualifying Event occurs, then You or Your Covered Dependents may be entitled to continue coverage under this HRA Plan. You and Your Covered Dependents will be able to elect Continuation Coverage under this HRA Plan in the same manner and under the same time restrictions and notice requirements set forth in the Health Plan.

### **Will I have any administrative costs under the HRA Plan?**

You may incur administrative costs if you are enrolled in the HRA Plan through COBRA or State Continuation.

### **How long will the HRA Plan remain in effect?**

Although Employer expects to maintain the HRA Plan indefinitely, Employer has the right to terminate the HRA Plan at any time. Employer also reserves the right to amend the HRA Plan at any time and in any manner that it deems reasonable, in its sole discretion.

### **Are my benefits taxable?**

The HRA Plan is intended to meet certain requirements of existing federal tax laws, making benefits that Subscribers and Members receive under the HRA Plan generally not taxable to the Subscriber. However, Employer cannot guarantee the tax treatment to any given Subscriber, since individual circumstances may produce differing results. If there is any doubt, consult Your own tax adviser.

### **What happens if Your claim for benefits is denied?**

If Your claim for benefits is denied, then You have the right to be notified of the denial and to appeal the denial, both within certain time limits. The rules regarding denied claims for benefits under the HRA Plan are the same as those in Your Health Plan.

## DEFINITIONS

Defined terms are capitalized. If a word is capitalized in this SPD, but it is not defined below, that word takes on the definition in the Medical Plan.

1. **Benefit Period** – Plan Year under which the Members' benefits are administered and also refers to the initial Benefit Period of July 1, 2021 to June 30, 2022, as appropriate.
2. **Covered Dependent** - A Subscriber's family members who: (1) meet the eligibility requirements of this SPD; and (2) has been enrolled for Coverage.
3. **Covered Services, Coverage or Covered** – Those services and supplies that are Covered under the Health Plan.
4. **Eligible Medical Expenses** – Benefits payable from Your HRA Plan that are Covered by Your Health Plan. Eligible Medical Expenses are expenses listed in Section 213 of the Internal Revenue Code. Eligible Medical Expenses:
  - Must not be paid or reimbursed from another source.
  - Must be incurred by You or Your Covered Dependent.
  - Must be incurred during the Benefit Period for which Your election is made.
  - Must be incurred while You are a Subscriber in the HRA Plan.
5. **Eligible Prescription Drug Expenses** – Prescription Drug benefits payable from Your HRA Plan that are Covered Services.
6. **Embedded Medical Deductible** – An embedded (per-person) medical deductible is an individual deductible level within a family contract. When one family member meets the individual medical deductible limit, benefits become available under the medical plan for that individual.
7. **Employee** - A person who fulfills all eligibility requirements established by Employer.
8. **Employer** – The sponsoring Employer listed in the Administrative Information section. A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with Third-Party Administrator to provide Coverage to its Employees and their eligible dependents.
9. **Enrollment Form** – A form or application, that must be completed in full by the eligible Employee before he or she will be considered for Coverage under the HRA Plan. The form or application may be in paper form, or electronic, as determined by the Plan Administrator or Third-Party Administrator.
10. **Health Reimbursement Arrangement ("HRA")** – An arrangement funded by the Employer with money You can use to pay Eligible Medical Expenses.
11. **HRA Account** – Keeps a record of the amounts available for reimbursement of Eligible Medical Expenses. It is merely a recordkeeping account; it is not funded (all reimbursements are paid from the general assets of Employer) and it does not bear interest or accrue earnings of any kind.
12. **HRA Allocation** – An amount Employer sets aside for Your HRA Account. Details concerning the HRA Allocations can be found in the Schedule of Benefits.
13. **Member** - Any person enrolled as a Subscriber or Covered Dependent under the Health Plan and the HRA plan.

14. **Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in the Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The Third-Party Administrator or Plan Administrator may require proof that HRA dollars were used for Eligible Medical Expenses.
15. **Member Pays First** – The employee/family pays a specified deductible for HRA reimbursable expenses before HRA funds can be used.
16. **Open Enrollment Period** – Those periods of time established by the HRA Plan during which eligible Employees and their dependents may enroll as Members.
17. **Plan Year** - The period of time beginning at 12:00 A.M. on July 1, 2021 and ending 11:59 P.M. on June 30, 2022.
18. **Qualifying Events** – Certain types of events that would cause, except under the application of COBRA or State Continuation Coverage rules, an individual to lose his or her health insurance coverage.
19. **Shared HRA** – A Shared HRA allows each member of a family to be reimbursed from the HRA allocation up to the full HRA allocation amount. It also requires that the full HRA Member Pays First amount be satisfied before any family members can access the shared HRA allocation.
20. **You/Your** - Any person enrolled as a Member.

## **ELIGIBILITY**

Any Member of the Health Plan administered by BlueCross is eligible to enroll in the HRA Plan. To enroll in the HRA Plan, You must complete an Enrollment Form, and give it to Employer.

If there is any question about whether a person is eligible for the Health Plan or the HRA Plan, the Employer shall make final eligibility determinations.

## **ENROLLMENT**

Eligible Employees may enroll in the HRA Plan as set forth in this section. No person is eligible to re-enroll if the HRA Plan Member was previously terminated for cause. You may enroll only if You are also enrolled in the Health Plan.

### **A. Initial Enrollment Period**

Eligible Employees may enroll in the HRA Plan within the first Thirty-One (31) days after becoming eligible for the HRA Plan. The Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during this initial enrollment period.

### **B. Open Enrollment Period**

Eligible Employees shall be entitled to apply for the HRA Plan for themselves and their eligible dependents during the Open Enrollment Period for the Health Plan. The eligible Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to Employer during the Open Enrollment Period. Employees who become eligible for the HRA Plan other than during an Open Enrollment Period may apply for the HRA Plan during a subsequent Open Enrollment Period.

### **C. Adding Dependents**

If a Subscriber in the HRA Plan adds an eligible dependent under the Health Plan, that dependent's Eligible Medical Expenses are automatically eligible under the HRA Plan.

## **WHEN COVERAGE BEGINS**

If You are eligible and have enrolled, Your enrollment in the HRA Plan shall become effective on the earliest of the following dates:

### **A. Effective Date of the HRA Plan**

Your enrollment shall be effective on the effective date of the HRA Plan, if all eligibility requirements are met as of that date; or

### **B. Enrollment During an Open Enrollment Period**

Your enrollment shall be effective on the same date as Coverage under the Health Plan, following the Open Enrollment Period, unless otherwise agreed to by Employer; or

### **C. Enrollment During an Initial Enrollment Period**

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan; or

### **D. Newly Eligible Employees**

Your enrollment shall be effective on the effective date of Your enrollment in the Health Plan.

#### **E. Enrollment of Newly Eligible Dependents**

Employees should follow the same procedure to enroll dependents in the HRA Plan as is described in the Health Plan. If Your status changes from individual to family, Your HRA Allocation may be prorated. This is determined by Employer.

#### **TERMINATION**

If Your Employer terminates the HRA Plan, You may ask for reimbursement for Eligible Medical Expenses incurred before the HRA Plan terminated. You must submit those claims to BlueCross within 180 days after the HRA Plan termination date. BlueCross will not process any claim submitted more than 180 days after the date the HRA Plan terminated.

In some cases, Your Employer and BlueCross may agree on a different process (which may include a different time period) for submitting claims after the HRA Plan has terminated. You will be notified if a different process is established.

Regardless, expenses You incur after the HRA Plan terminated are not eligible for reimbursement.

You may contact your Employer or BlueCross if you have any questions about your right to reimbursement after the HRA Plan terminates.

#### **NOTIFICATION OF CHANGE IN STATUS**

Members must notify Employer of any eligibility or status changes for themselves or Covered Dependents; see Your Health Plan for more information.

#### **SUBROGATION AND RIGHT OF REIMBURSEMENT**

##### **A. Subrogation Rights**

The HRA Plan assumes and is subrogated to Your legal rights to recover any payments the HRA Plan makes on Your behalf, when Your illness or injury resulted from the action or fault of a third party. The HRA Plan's subrogation rights include the right to recover the reasonable value of prepaid services rendered by Network Providers.

The HRA Plan has the right to recover any and all amounts equal to the HRA Plan's payments from:

1. the insurance of the injured party;
2. the person or company (or combination thereof) that caused the illness or injury, or their insurance company; or
3. any other source, including uninsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The HRA Plan's recovery will not be reduced by Your negligence, nor by attorney fees or costs You incur.

##### **B. Priority Right of Reimbursement**

Separate and apart from the HRA Plan's right of subrogation, the HRA Plan shall have first lien and right to reimbursement subject only to the subrogation rights of the Health Plan. The HRA Plan's first lien supersedes any right that You may have to be "made whole." In other words, the HRA Plan is entitled to the right of first reimbursement out of any recovery You might procure regardless of whether You have received compensation for any of Your damages or expenses, including Your attorneys' fees or costs, subject only to the subrogation rights of the Health Plan.

This priority right of reimbursement supersedes Your right to be made whole from any recovery, whether full or partial. In addition, You agree to do nothing to prejudice or oppose the HRA Plan's right to subrogation and reimbursement and You acknowledge that the HRA Plan precludes operation of the "made-whole," "attorney-fund," and "common-fund" doctrines. You agree to reimburse the HRA Plan 100% first for any and all benefits provided through the HRA Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

1. Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
2. Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured motorist coverage;
3. Business and homeowner medical liability insurance coverage or payments; or
4. Any other source.

The HRA Plan may notify those parties of its lien and right to reimbursement without notice to or consent from You or other Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for damages, including, but not limited to, pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees or costs you incur.

The HRA Plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

#### **Notice and Cooperation**

You are required to notify Employer promptly if You are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable Employer to protect the HRA Plan's rights under this section. Members are also required to cooperate with Employer and to execute any documents that Employer deems necessary to protect the HRA Plan's rights under this section.

You shall not do anything to hinder, delay, impede or jeopardize the HRA Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the HRA Plan to withhold any and all benefits due You under the HRA Plan. This is in addition to any and all other rights that the HRA Plan has pursuant to the provisions of the HRA Plan's subrogation rights and/or priority right of reimbursement.

If the HRA Plan files suit, or otherwise litigates to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the HRA Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

#### **Legal Action and Costs**

If You settle any claim or action against any third party, You shall be deemed to have been made whole by the settlement and the HRA Plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. You shall hold any such proceeds of settlement or judgment in trust for the benefit of the HRA Plan. The HRA

Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the HRA Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the HRA Plan.

#### **Settlement or Other Compromise**

You must notify Employer prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the HRA Plan's rights so that the HRA Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The HRA Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against you.

**The right of subrogation and the right of reimbursement are based on the HRA Plan language in effect at the time of judgment, payment or settlement.**

The HRA Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

#### **Subcontractor's Rights**

Any party that performs any or all of the HRA Plan's duties is also entitled to its rights of reimbursement.

## HOW THE HRA PLAN WORKS

Each Benefit Period Employer allocates money to the HRA Plan that You may use for Eligible Medical Expenses. Throughout the Benefit Period You can use the money in your HRA Account to pay for Eligible Medical Expenses that apply to Your Deductible or Coinsurance.

As long as there is money in your HRA Account, You can be reimbursed for any required expenses, such as Deductible or Coinsurance You pay out of Your pocket for Eligible Medical Expenses. If You use all of the money in Your HRA Account, You pay the rest of Your Deductible and other out-of-pocket expenses directly.

## REIMBURSEMENT ORDER

**Member Pays First Dollar:** You pay the initial Health Plan Deductible amount (as described in the "Member Pays First" section of the Schedule of Benefits located in the back of this SPD) established by Employer. Your HRA Plan reimburses 100% Eligible Medical Expenses up to the point at which the HRA Allocation is exhausted.

## REIMBURSEMENT METHOD

**Automatic Reimbursements.** With Automatic Reimbursement, when You use a Network Provider, Your Network Provider will submit a claim to the Third-Party Administrator. The Third-Party Administrator will process the claim in accordance with Your Health Plan and pay the Network Provider any HRA amount that applies. You will receive an explanation of benefits ("EOB") form showing how payment was applied. If Your HRA Plan applies to prescription drugs, You will need to pay for Your prescriptions out-of-pocket, and the HRA Plan will reimburse You without Your filing a claim for reimbursement.

This Shared HRA is paired with an Embedded Medical Deductible. While there are individual limits on the medical deductible, there are no individual limits within the family HRA. One family member or a combination of family members can use the entire family HRA Allocation amount. Likewise, the HRA Member Pays First family limit must be met by one family member or a combination of family members before the HRA Allocation becomes available for the family.

## COORDINATION OF BENEFITS

Coordination of Benefits was established as a method by which two or more carriers or plans could coordinate their respective benefits so the total benefit paid does not exceed 100% of the total allowable expenses incurred. If You are Covered by only Employer's Health Plan, the Health Plan will pay primary and the HRA Plan will pay as part of the primary benefits. If You are covered by other health plan coverage(s), those coverages should pay before this HRA Plan pays. The Third-Party Administrator will coordinate between the plans, if Third-Party Administrator knows You have other coverage.

If Your HRA Plan has automatic reimbursement, You must notify Third-Party Administrator if You have other coverage and request that automatic reimbursement be turned off to allow the other health plan coverage(s) to pay or the plans will not pay in the appropriate order.

## CLAIMS SUBSTANTIATION

Employer or Third-Party Administrator can require that You provide documentation proving the claim is for an Eligible Medical Expense. Your documentation must set forth:

1. the individual(s) on whose behalf Eligible Medical Expenses have been incurred; and
2. the nature and date of the Eligible Medical Expenses so incurred; and



3. the amount of the requested reimbursement.

The documentation must be accompanied by bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the Eligible Medical Expenses have been incurred and the amounts of such Eligible Medical Expenses, together with any additional documentation that the Employer or Third-Party Administrator may request.

### **GRIEVANCE PROCEDURE**

If You have a dispute under this HRA Plan, You will follow the same grievance procedure that is described in Your Health Plan.

### **MISCELLANEOUS PROVISIONS**

#### **Effect of HRA Plan on Your Employment Rights**

The HRA Plan is not to be construed as giving You any rights against the HRA Plan except those expressly described in this SPD. The HRA Plan is not a contract of employment between You and Employer.

#### **Prohibition Against Assignment of Benefits**

No benefit payable at any time under this HRA Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

#### **Overpayments or Errors**

If there is an error in administering reimbursements under this HRA Plan, additional reimbursements may be provided or overpayments may be recovered from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this HRA Plan.

If You do not refund the overpayment, the HRA Plan and the Employer reserve the right to offset future reimbursement equal to the overpayment or, if that is not feasible, to withhold such funds from Your pay.

#### **Independent Licensee of the BlueCross BlueShield Association**

BlueCross BlueShield of Tennessee, Inc. is an independent corporation operating under a license from the BlueCross BlueShield Association ("Association"). That license permits BlueCross to use the Association's service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

### ADMINISTRATIVE INFORMATION

Employer administers the HRA Plan and has the discretionary authority to interpret all HRA Plan provisions and to determine all issues arising under the HRA Plan, including issues of eligibility, Coverage, and benefits. Employer's failure to enforce any provision of this HRA Plan shall not affect its right to later enforce that provision or any other provision of the HRA Plan. Employer may delegate certain duties to agents.

**Name of Plan:** Town of Ashland City Group Health Reimbursement Arrangement Plan

**Sponsoring Employer:** Town of Ashland City

**Employer:** Town of Ashland City

**Contact Person:** Sandy Cannon

**Employer's Telephone Number:** (615) 792-4211, Ext. 228

**Employer's Employer Identification Number (EIN):** 62-6000239

**Employer's Address:** 233 Tennessee Waltz Parkway, Ashland City, TN 37015

**Plan Number:** 501

**Plan Year:** July 1, 2021 through June 30, 2022

**Agent for Service of Process:** Service may be made on Employer at the address listed above.

The financial records of the HRA Plan are kept on a Plan Year basis. The Plan Year ends on each June 30, 2022.

**Type of Plan:** This HRA Plan is a component plan of the Employer's Health Plan and is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Code and the regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45.

**Type of Administration:** The Employer pays applicable benefits from the general assets of the Employer.

**Funding:** The HRA Plan is paid for by the Employer out of the Employer's general assets. There is no trust or other fund from which benefits are paid.

**SCHEDULE OF BENEFITS****Group Name:** Town of Ashland City**Group Number:** 125011**Effective Date:** July 1, 2021

Your HRA Plan will reimburse Deductible or Coinsurance. Reimbursement is made as detailed below:

<b>Reimbursement Order for HRA Allocation July 1, 2021 to June 30, 2022</b>	<b>Individual</b>	<b>Individual and Spouse</b>	<b>Individual and Child(ren)</b>	<b>Family</b>
Member Pays First:	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00
	<b>Individual</b>	<b>Individual and Spouse</b>	<b>Individual and Child(ren)</b>	<b>Family</b>
Plan Pays Next:	\$4,900.00	\$9,800.00	\$9,800.00	\$9,800.00
<b>This HRA Plan reimburses 100% of Eligible Medical Expenses per claim up to when the HRA Allocation is depleted after You pay an initial Health Plan deductible amount established by the Employer.</b>				



BlueCross BlueShield of Tennessee  
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[bcbst.com](http://bcbst.com)

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