

Eligibility

Tulsa FOP 93 Health Benefits Plan Eligibility, Enrollment and Termination Summary July 1, 2019

Overview

Tulsa FOP 93 Health and Welfare Trust (the “Trust”) sponsors the following health and welfare benefit plans (individually and collectively, the “Plan”) for active and retired police officers of the City of Tulsa (the “Employer”) who are or were members of the collective bargaining unit represented by the Lodge 93, Fraternal Order of Police (the “Union”) and their eligible dependents:

- Health Benefits Plan;
- Dental Benefits Plan;
- Vision Benefits Plan;
- Group Term Life Plan;
- Voluntary Life Plan; and
- Long Term Disability Plan.

Voluntary Products. In addition, Trust offers various voluntary products (individually and collectively, the “Voluntary Product”) for employees and retirees. Eligibility requirements for participation in any Voluntary Product are subject to the applicable carrier’s eligibility rules and requirements. Employees and retirees pay 100% of their premiums.

All funds contributed by the Employer, employees, retirees, and any other Plan participants are paid to and maintained by the Trust.

This is a summary of the eligibility requirements for participation in the Plan. Many of the terms used in this Summary are capitalized. These terms are important in understanding your eligibility, and are defined the applicable Plan document or policy.

Eligibility

Eligibility for participation in the Plan for an Employee or Retiree is based on information received by the Plan Administrator from your Employer.

Employee Benefits

Employee

Health, Dental, Vision, Group Term Life, Voluntary Life, and Long Term Disability Coverage

You are eligible for coverage described in the Plan if you are in an eligible class. You are in an eligible class, if (1) you were hired as a permanent, full-time sworn Employee of the Tulsa Police Department; (2) you are the Chief of Police; or 3) you are an Employee entering the police academy.*

**Eligibility under the Long Term Disability Plan is limited to Employees with less than 20 years of service. NOTE: Eligibility may be continued under the Plan while you are on an employer-approved leave of absence, subject to the applicable Plan’s eligibility rules and requirements.*

You become eligible on your “Eligibility Date”, which is the first of the month following the date you complete 30 days of continuous service for your Employer. Employees entering the police academy who are eligible for and have been covered on the City of Tulsa’s employee benefit plan(s) will not need to meet the eligibility waiting period, and the “Eligibility Date” will be the date the Employee enters the police academy program.*

**This provision does not apply to the Long Term disability Plan.*

Your coverage becomes effective on your Eligibility Date.*

**Group Term Life, Voluntary Life, and Long Term Disability Plans have additional eligibility requirements that may delay your coverage if you are not “actively -at-work” on your Eligibility Date.*

Employee and Dependents

Health, Dental, Vision and Voluntary Life Coverage

Your eligible Dependents* (described below) may be covered under the Health, Dental, Vision, and Voluntary Life Plans:

Your “Spouse” means any person who is lawfully married to you under any State law, including marriages recognized in States other than where the covered person resides. *The Plan Administrator may require documentation proving a legal marital relationship.*

Your “Child(ren)” includes (1) your own biological children; (2) stepchildren, if you live with the child(ren) and his/her/their custodial parent; and (3) other child(ren) who live with you in a parent child relationship and who depend on you for financial support and maintenance. Other child (ren) includes, but is not limited to: foster child(ren), adopted child(ren), or child(ren) “placed with you for adoption”, and grandchild(ren) of whom you have been awarded custody or guardianship by a court or agency of competent jurisdiction. Stepchildren and other child (ren) who do not live with you are eligible if a court or agency of competent jurisdiction has placed responsibility with you for relevant expenses. *A copy of a court order or a birth record may be required to demonstrate eligibility.* Child(ren) “placed with you for adoption” means a Child that you intend to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such adoption or placement. The term “placed” means assumption and retention by you of a legal obligation for total or partial support of the Child in anticipation for adoption of the Child. The Child must be available for adoption and the legal process must have commenced.

Eligibility cont...

A Dependent also includes your unmarried fully handicapped Child beyond age 26 subject to the following:

The Child must have been covered under the Plan immediately prior to reaching age 26 and have been unable to earn his or her own living prior to reaching age 26 because he or she is mentally or physically handicapped and depends on you for financial support. The employee must provide over one-half of the Child's support for the calendar year.

The Employee must provide written proof of incapacity and dependency to the Plan Administrator within the 31-day period beginning on the date the Child reaches age 26. *The Plan Administrator may require subsequent proof at reasonable intervals thereafter.*

If an individual who is covered as a Dependent under this provision terminates Dependent coverage, he or she will not be eligible to again become covered as a Dependent unless he or she furnishes written proof, for the period of non-coverage of: (i) continuous coverage under other medical insurance coverage; (ii) incapacity; and (iii) dependency on the Employee.

**Eligibility for your Dependents under the Voluntary Life Plan is subject to the applicable carrier's eligibility rules and requirements.*

Court Ordered Coverage for a Child

Federal law requires the Plan, under certain circumstances, to provide coverage for your Child(ren). The details of these requirements are summarized below.

The Plan Administrator shall enroll for immediate coverage under the Plan any Child, who is the subject of a "qualified medical child support order" ("QMCSO"). If you are ordered to provide such coverage for a Child and you are not enrolled in the Plan at the time the Plan Administrator receives a QMCSO, the Plan Administrator shall also enroll you for immediate coverage under the Plan. Coverage under the Plan will be effective as of the later of the date specified in the order or the date the Plan Administrator determines that the order is a QMCSO. Any required contribution for coverage pursuant to this provision will be deducted from your pay in accordance with the Employer's payroll schedule and policies.

A QMCSO is defined as a child support decree or order issued by a court (or a state administrative agency that has the force and effect of law under applicable state law) that obligates you to support or provide health care coverage to your child and includes certain information concerning such coverage. The Plan Administrator will determine whether any child support order it receives constitutes a QMCSO. Except for QMCSO's, no child is eligible for Plan coverage, even if you are required to provide coverage for that child under the terms of a separation agreement or court order, unless the child is an eligible child under the Plan. Procedures for determining a QMCSO may be obtained, free of charge, by contacting the Plan Administrator.

When You and Your Spouse Are Both Covered Employees

When both you and your Spouse are covered Employees, each of you must choose coverage as either an Employee or Dependent. You may not be covered under the Plan as both an Employee and a Dependent.

Employee Contributions

Health, Dental and Vision Coverage

Cost of coverage is funded in part by Employer contributions and in part by Employee contributions.

Group Term Life Coverage

Your Employer pays 100% of the premiums.

Voluntary Life Coverage

Employee pays 100% of their premiums.

Long Term Disability Coverage

Trust pays a portion of the premiums and Employees pay a portion of their premiums.

Retiree Benefits

Retiree

Health, Dental and Vision Coverage

Individuals who retire from the Tulsa Police Department are eligible for retiree coverage under the Health, Dental and Vision Plans.

You are eligible to continue your coverage to age 65 on the non-Medicare rate tiers. When Medicare (Medicare Part A and/or Part B) benefits are not available, you may remain on the non-Medicare rate tiers beyond age 65 until you do qualify. If you do not maintain continuous coverage after your retirement date or deferred retirement termination date you will lose eligibility. Retirees who turn 65 and have Medicare Parts A and B may continue their coverage under the Plan as their secondary coverage. Coverage may be elected as either Medical and RX or Medical Only. These plans have their own rates and are only available to retired officers at the single rate.

Effective July 1, 2004, Retirees who do not maintain continuous coverage shall not be eligible for Plan re-entry at a later date. Retiree includes individuals receiving a retirement benefit, and those individuals who defer retirement, including disabilities, after ten years of vesting service.

A special eligibility rule for specifically identified Tulsa Police Department Retirees who were employed with the Employer as of 12/1/07 and who had not yet accumulated five years of service with the Employer. If these named Employees retired from the Employer with less than five years of service, they would be allowed to elect Retiree benefits from the Plan. Once these named Employees had accumulated five years of service with the Employer, they would no longer be eligible for Retiree benefits from the Plan per this rule.

Eligibility cont...

Retiree and Dependents

Health, Dental and Vision Coverage

Your Spouse to age 65 on the non-Medicare rate tiers, except when Medicare (Medicare Part A and/or Part B) benefits are not available, in which case you may remain on the non-Medicare tier rates until you qualify for Medicare.

Retiree spouses who turn 65 and have Medicare Parts A and B may continue their coverage under the Plan as their secondary coverage. Coverage may be elected as either Medical and RX or Medical Only. These plans have their own rates and are only available to the Medicare eligible spouse. Continuing dependents who are not Medicare eligible will be covered under the non-Medicare rate tiers.

Spouses and Child(ren) to age 26 may be covered under the Health, Dental and Vision Plans, including your unmarried handicapped Child as described above under **Employee and Dependents**

Enrollment Procedures for Retiree Coverage

Election to continue Retiree coverage must be made within 30 days of your retirement date. If you do not elect to continue Retiree coverage during this period, you are not eligible to enroll in Retiree coverage at a later date. The open enrollment period and Special Enrollment Events (described in the Plan) do not entitle a Retiree to enroll in Retiree coverage, however they do allow a Retiree to add Dependents, as applicable, to his or her Retiree coverage.

At the time of retirement you may elect to enroll in COBRA Continuation Coverage in lieu of Retiree coverage. If you elect COBRA Continuation Coverage in lieu of Retiree coverage for yourself and any eligible Dependents or if you fail to make any election under the Plan, you and/or your Dependents will not be eligible to enroll in the Retiree coverage under the Plan at a later time. If however, you elect Retiree coverage in lieu of COBRA Continuation Coverage, the Retiree coverage under the Plan will be treated as alternative coverage and you will not be eligible to continue under COBRA once Retiree coverage under the Plan has ended.

If you decide to enroll yourself and your eligible Dependents in Retiree coverage, you must enroll by completing all required election and enrollment forms and submitting them to the Plan Administrator within 30 days after your retirement date. Participation in the Plan will begin for you and your eligible Dependents as of your date of retirement provided all required election and enrollment forms are properly submitted to the Plan Administrator. You are required to pay the entire cost of Retiree coverage for yourself and any eligible Dependents in accordance with the policies and procedures established by the Plan Sponsor. The amount of any required contribution will be communicated to you prior to the date of your retirement. This Plan's Open Enrollment Period and Special Enrollment Events (described in the Plan) apply to Dependents of covered Retirees.

Your Dependent(s) who retains the coverage will be subject to the same rules, rates, and administrative procedures as those Participants covered by COBRA, except for COBRA insurance retention time limit.

Retiree Contributions

Health, Dental and Vision Coverage

Retirees pay 100% of their premiums.

Timely Enrollment

Once you are eligible to participate in the Plan, you must enroll for coverage by completing all election and enrollment forms and submitting them to the Plan Administrator within 30 days after satisfaction of the eligibility requirements. If you are required to contribute towards the cost of coverage you must complete and submit a payroll deduction authorization for the Plan Administrator to notify your Employer to deduct the required contribution from your pay. *In addition, as part of the enrollment requirements, you will be required to provide your social security number, as well as the social security numbers of your enrolled Dependents. The Plan Administrator may request this information at any time for continued eligibility under the Plan. Failure to provide the required social security numbers may result in loss of eligibility or loss of continued eligibility under the Plan.*

If you fail to complete and submit the appropriate election and enrollment forms within the 30-day period described above, you will not be eligible to enroll in the Plan until the next Open Enrollment Period or unless you experience a Special Enrollment Event or a Status Change Event (described in the Plan).

Termination of Coverage

Termination of Employee Coverage

Health, Dental, Vision, Life and Long Term Disability Coverage

Coverage under the Plan will terminate on the earliest of the following dates:

The date the Plan terminates, in whole or in part;

If you fail to make any contribution when it is due, the beginning of the period for which a required contribution has not been paid;

Eligibility cont...

The date you report to active military service, unless coverage is continued through the Uniformed Services Employment and Reemployment Rights Act (USERRA);

The end of the month in which you cease to be eligible for coverage under the Plan;*

The end of the month in which you terminate employment or cease to be included in an eligible class of Employees;*

The date you (or any person seeking coverage on your behalf) performs an act, practice or omission that constitutes fraud; and

The date you (or any person seeking coverage on your behalf) makes an intentional misrepresentation of a material fact.

** An insured's basic and supplemental life insurance coverage may be continued if you no longer meet the eligibility requirements, provided you make a written request and make the first premium payment within 31 days after your life insurance coverage would otherwise terminate, subject to certain exceptions and minimum/maximum amount restrictions that may apply. If you elect to continue your own life insurance coverage, you may also elect to continue contributory dependent life insurance for any other individual insured under your coverage. Coverage under the Long Term Disability Plan will terminate on the earliest of the date you cease to be a "Member" or the date your employment terminates.*

Termination of Dependent Coverage

Health, Dental and Vision Coverage

Coverage under the Plan will terminate on the earliest of the following dates:

The date the Plan terminates, in whole or in part;

The date the Plan discontinues coverage for Dependents;

The date your Dependent Spouse becomes covered as an Employee under the Plan;

The date coverage terminates for the Employee;

If you and/or your Dependents fail to make any contribution when it is due, the beginning of the period for which a required contribution has not been paid;

The date your Dependent Spouse reports to active military service;

The end of the month in which your Dependent ceases to be a Dependent as defined by the Plan;

The date your Dependent (or any person seeking coverage on behalf of your Dependent) performs an act, practice or omission that constitutes fraud; and

The date your Dependent (or any person seeking coverage on behalf of your Dependent) makes an intentional misrepresentation of a material fact.

Termination of Retiree Coverage

Health, Dental and Vision Coverage

Coverage under the Plan will terminate for you and any Dependents on the earliest of the following dates:

The date in which a required contribution has not been paid;

The date the Plan terminates or no longer provides Retiree coverage;

The date in which a Dependent no longer satisfies the eligibility requirements as a Dependent under the terms of the Plan;

The plan terminates as primary coverage and becomes secondary to Medicare on the date a member or eligible spouse becomes Medicare eligible.

The date you or your Dependent (or any person seeking coverage on behalf of you or your Dependent) performs an act, practice or omission that constitutes fraud;

The date you or your Dependent (or any person seeking coverage on behalf of you or your Dependent) makes an intentional misrepresentation of a material fact.

Retroactive Termination of Coverage

Health, Dental and Vision Coverage

Except in cases where you and/or your covered Dependents fail to pay any required contribution to the cost of coverage, the Plan will not retroactively terminate coverage under the Plan unless you and/or your covered Dependents (or a person seeking coverage on behalf of you and/or your covered Dependents) performs an act, practice or omission that constitutes fraud with respect to the Plan or unless the individual makes an intentional misrepresentation of material fact. In such cases, the Plan will provide at least 30 days advance written notice to you or your covered Dependent who is affected before coverage will be retroactively terminated. As provided above, coverage may be retroactively terminated in cases where required Employee contributions have not been paid by the applicable deadline.

COBRA Continuation Coverage

Health, Dental and Vision Coverage

COBRA continuation coverage can become available to an Employee and his or her covered Spouse and Dependent children when group health plan coverage would otherwise be lost due to certain "qualifying events" described in the Plan. You may also have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace, or qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees,

Eligibility cont...

Survivor Benefits

Survivor Benefits for Employees

Health, Dental and Vision Coverage

In the event of death of a covered Employee, the eligible Dependent(s) will be allowed to retain continuous coverage under the Health, Dental and Vision Plans until the earlier of the following:

The date the Dependent fails to satisfy the eligibility requirements for coverage under the Plan;

The plan terminates as primary coverage and becomes secondary to Medicare on the date a surviving spouse becomes Medicare eligible.

The date the monthly premium is not paid.

Survivor Benefits for Retirees

Health, Dental and Vision Coverage

If you (the Retiree) die while enrolled in Retiree coverage under the Health, Dental and/or Vision Plans, your covered surviving Dependents may elect to continue Retiree coverage until the earlier of the following:

The date your Dependent fails to satisfy the eligibility requirements for coverage under the Plan;

Plan terminates as primary coverage but is available as secondary to Medicare after surviving spouse becomes Medicare eligible.

The date the monthly premium is not paid.

Enrollment Procedures for Survivor Coverage

If your surviving Spouse and/or any eligible surviving Dependents decide to continue their enrollment in coverage (including Retiree coverage) under the Plan, they must enroll by completing all required election and enrollment forms and submitting them to the Plan Administrator within 30 days after the date of your death. Survivor coverage will begin for your Spouse and any eligible surviving Dependents as of the date of your death provided all required election and enrollment forms are properly submitted to the Plan Administrator. The cost of Plan coverage (including Retiree coverage) under this survivor benefit will be communicated to you by the Plan Administrator. Surviving Dependents (including surviving Dependents of Retirees) who retain their coverage will be subject to the same rules, rates and administrative procedures as those who are covered by COBRA Continuation Coverage, except for the COBRA Continuation Coverage insurance retention time limit. The surviving Spouse becomes the Retiree upon the death of the Retiree and is subject to the same limitations as the Retiree concerning termination of coverage. If the surviving Spouse (now Retiree) leaves the Plan, he or she is not allowed to re-enroll.

At the time of your death, your surviving Dependents may elect COBRA Continuation Coverage in lieu of Plan coverage (including Retiree Coverage). If any of your surviving Dependents elect COBRA Continuation Coverage in lieu of Plan coverage (including Retiree coverage) available under this survivor benefit, they will not be eligible to enroll in the Plan at a later time. If however, they elect to continue Plan coverage (including Retiree coverage) under this survivor benefit in lieu of COBRA Continuation Coverage, the coverage (including Retiree coverage) available under this survivor benefit will be treated as alternative coverage and they will not be eligible to continue coverage under COBRA once Plan coverage available under this survivor benefit has ended.

Survivor Contributions

Health, Dental and Vision Coverage

Surviving participants pay 100% of their premiums.

The Trust reserves the right, in its sole discretion, to terminate the Plan, in whole or in part, including any Voluntary Product offered by the Trust, at any time, including the right to modify, alter or amend any and all rules of the Plan or any Plan benefits, including any Voluntary Product.

For more details regarding eligibility, enrollment, continuation of coverage, and termination requirements please refer to applicable Plan document or policy. In the event of a conflict between this Summary and the applicable Plan document or policy, the terms of the applicable Plan document or policy apply.