Summary Plan Description

The City of St. Petersburg Health Reimbursement Account Plan

Effective: April 1, 2019
Group Number: 754079
HEALTH REIMBURSEMENT ACCOUNT PLAN ("HRA")

Notice To Employees

This booklet describes the Employer-sponsored Health Reimbursement Account Plan as of April 1, 2019.

City of St. Petersburg has entered into an arrangement with United Healthcare Services, Inc., Minnetonka, MN ("UnitedHealthcare") under which UnitedHealthcare will process reimbursements and provide certain other administrative services to the Plan.

UnitedHealthcare does not insure the benefits described in this booklet.
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SECTION 1 - WELCOME - HRA

Quick Reference Box

- Member services and claim inquiries, use the Customer Service number on the back of your ID card or call 1-800-331-0480;
- HRA Claims submittal address: Health Care Account Service Center, PO Box 981506, El Paso, TX 79998-1506; and
- Online assistance: www.myuhc.com

City of St. Petersburg is pleased to provide you with this Summary Plan Description (SPD), which describes the Health Reimbursement Account (‘HRA’) available to you and your eligible dependents enrolled in the Plan.

A Health Reimbursement Account is a financial account that allows City of St. Petersburg to reimburse you for eligible medical plan expenses paid by you.

The HRA maximizes the value of your health care dollars and allows you to become more engaged in managing your health care spending. UnitedHealthcare offers several online tools to help you make more informed health care decisions and manage your HRA account balance. Visit www.myuhc.com for access to health and wellness resources or the Treatment Cost Estimator. Once you spend your entire HRA fund balance, you are responsible for paying additional expenses as described in your Choice Plus HDP SPD. You can keep track of the funds in your HRA by going online to www.myuhc.com, by calling the toll-free number on the back of your ID card or by checking your monthly member statement sent to you by UnitedHealthcare.

The City of St. Petersburg intends to continue this Plan, but reserves the right, in its sole discretion, to modify, change, revise, amend or terminate the Plan at any time, for any reason, and without prior notice. This SPD is not to be construed as a contract of or for employment.

If there should be any inconsistency between the contents of this SPD and the contents of any of the following City of St. Petersburg documents, as amended from time to time, your rights shall be determined under the applicable document(s) and not under this SPD:

- Policy of the City of St. Petersburg Employee Group Insurance Program.
- Policy of the City of St. Petersburg Retiree Group Insurance Program.
- Insurance Coverage for Children Age 26 or Over Reference Guide.
- The City of St. Petersburg Premium Payment Document.
- Health Insurance Portability and Accountability Act of 1996 – Amendment to the Summary Plan Description.
- Determination of Full-Time Employee Status.

If there should be any inconsistency between the contents of this SPD and any other summary of health benefits, under the Plan, your rights shall be determined under this SPD.
This SPD supersedes any previous printed SPD or electronic SPD for the financial account component of the Plan. This SPD includes summaries of:

- Eligibility and enrollment;
- What the HRA is and how it works;
- What health expenses may be eligible for reimbursement;
- Claims processing, Appeals and Denials; and
- Your rights and responsibilities under the Plan.

UnitedHealthcare is a private healthcare claims administrator. Although UnitedHealthcare will assist you in many ways, it does not guarantee any Benefits. City of St. Petersburg is solely responsible for paying Benefits described in this SPD.

Please read this SPD thoroughly to learn how the Plan works. Capitalized terms not otherwise defined in this SPD have the meaning set forth in your Choice Plus HDP SPD, Section 14, Glossary. If you have questions contact City of St. Petersburg Benefits Division or call the number on the back of your ID card.

**What is a Health Reimbursement Account?**

The City of St. Petersburg allocates funds to your Health Reimbursement Accounts to pay eligible claims as they occur. The City of St. Petersburg is not required to prepay contributions to your HRA. All contributions allocated to your HRA are owned, controlled and payable solely from the general assets of City of St. Petersburg. You are not permitted to make any contribution to this HRA, whether made on a pre-tax or after-tax basis. In addition:

- The HRA is established by City of St. Petersburg and administered by UnitedHealthcare in accordance with applicable provisions of the Internal Revenue Service Code and associated guidance issued by the IRS/Treasury Department.
- City of St. Petersburg determines which Internal Revenue Code 213d health expenses will be eligible for reimbursement through the HRA.
- The City of St. Petersburg in its’ sole discretion determines the amount to allocate to your account.
- Employer Contributions allocated to your HRA are not included in your gross income.
- City of St. Petersburg will decide how to handle any unused funds at the end of any Policy year. Unused funds are not transferable or distributable to you if your employment with City of St. Petersburg ends for any reason except retirement.
- The City of St. Petersburg in its sole discretion may or may not offer a Health Incentive Program for HRA members. The contribution amount to be allocated to your HRA upon completion of any Health Incentive Program activity has been determined by City of St. Petersburg and depends on the number and type of activities a covered member chooses to complete.
- You can participate in an HRA and a Flexible Spending Account (FSA) at the same time.
How To Use This SPD

- Read the entire SPD, and share it with your family. Then keep it in a safe place for future reference.

- Many of the sections of this SPD are related to other sections. You may not have all the information you need by reading just one section.

- You can find copies of your SPD and any future amendments or request printed copies by contacting City of St. Petersburg – Benefits Division

- Capitalized words in the SPD have special meanings and are defined in Section 7, HRA Glossary.

- If eligible for coverage, the words "you" and "your" refer to Covered Persons as defined in Section 7, HRA Glossary.

- City of St. Petersburg is also referred to as Company.

- If there is a conflict between this SPD and any benefit summaries (other than Summaries of Material Modifications) provided to you, this SPD will control.
SECTION 2 - INTRODUCTION TO THE HRA

What this section includes:
- Who Is Eligible;
- Cost of Coverage;
- How To Enroll; and
- Coverage changes.

Who Is Eligible for the HRA And How To Enroll

You must be covered under the Choice Plus HDP sponsored by the City of St. Petersburg and administered by UnitedHealthcare in order to participate in the HRA. You are enrolled in the HRA at the same time you enroll in the Choice Plus HDP. You cannot elect HRA participation separately and you cannot stop participating unless you also withdraw from the Choice Plus HDP. Eligibility to participate in the Medical Plan is described in the Choice Plus HDP SPD Section 2, Introduction. Contact the Benefits Division if you have questions about eligibility and enrollment.

Important
Active employees who wish to change their benefit elections following marriage, birth of a child, adoption of a child, placement for adoption of a child or other family status change, you must contact the Benefits Division within 31 days of the event. Otherwise, they will need to wait until the next annual Open Enrollment to change their elections. Retirees who wish change their benefit elections due to a family status change as described in this document must contact the Benefits Division within 31 days of the event; retirees may not change their elections after the 31 day election period ends.

Cost of Coverage

There is no charge to you for participation in the HRA.

Changing Your HRA Coverage

If you are hired during the Plan year or are enrolling in the Plan mid-year during a special enrollment period, coverage will become effective as described in the Choice Plus HDP SPD, Section 2, Introduction under the heading Changing Your Coverage.

For details on the Employer Contribution to your HRA for mid-year enrollment and/or status changes see Section 3, How the Plan Works in this SPD.

For information on ending your coverage please refer to Section 6, When HRA Coverage Ends.
SECTION 3 - HOW THE HRA PLAN WORKS

What this section includes:
- How much money is allocated to your HRA - Employer Contributions;
- Health Incentive Program;
- New Hires And Adjustments For Status Changes;
- What Type of expenses Qualify for Reimbursement from the HRA;
- Order of Accounts; and
- What happens to remaining balances in the HRA.

How much money is allocated to your HRA – Employer Contributions
City of St. Petersburg will allocate $250 to your HRA on a Plan year basis.

Health Incentive Program
Incentives are provided when employees and retirees (and their covered spouses) complete up to three activities:

- taking a health risk assessment - $125 for employee or retiree, $125 for spouse
- receive a biometric screening - $200 for employee or retiree, $200 for spouse
- attest to being tobacco free - $125 for employee or retiree, $125 for spouse

Members have until December 31, 2019 to complete the activities and receive an allocation to the HRA. The health risk assessment may be completed at www.myuhc.com

NOTE: Employees or retirees with dependent children but no covered spouse have $450 automatically credited to a dependent HRA. The dependent child does not need to complete the Health Incentive activities. However, the employee or retiree must complete the activities to receive credit.

Mid-Year Enrollment
If you are hired during the Plan year or are enrolling in the Plan mid-year during a special enrollment period as a result of a change in status, the amount of the Employer Contribution allocated to your HRA and the amount you may earn from completing Health Incentive Program activities will not be prorated.

Status Changes
When you have an eligible status change, the City of St. Petersburg's contribution amount allocated to your HRA may increase or decrease based on the eligibility of the dependent. If you add a covered spouse your spouse may earn Health Incentive Program contributions. You will retain credit for any funds in your HRA that had rolled over from previous Plan years.

If you delete a dependent (e.g. you change from family to individual coverage) the Employer Contribution to your HRA is adjusted to your new category for that Plan year minus any
amounts already used in that Plan year. The amount in your HRA can not have a negative balance. You are responsible for reimbursement of the account if reimbursements have exceeded the adjusted contribution. Any funds in your HRA that had rolled over from previous Plan years will remain with you.

You can keep track of the funds in your HRA by going online to www.myuhc.com, by calling the toll-free number on the back of your ID card or by checking your monthly member statement sent to you by UnitedHealthcare.

What Type of Medical Expenses Qualify for Reimbursement From The HRA

The City of St. Petersburg determines which qualified medical expenses as defined by Section 213(d) of the Internal Revenue Code are eligible for reimbursement from your HRA. Eligible expenses include the Annual Deductible and Coinsurance as defined in the Choice Plus HDP SPD.

What happens to remaining balances in the HRA

If you don't spend all the funds in your HRA during the initial Plan year, and you re-enroll in the Plan for the following year, the remaining HRA balance rolls over for the next Plan year.

If you don’t re-enroll in the Plan for the following year, you will forfeit any unused funds remaining in your HRA.

The maximum amount that you may rollover is $700 for you and $450 for your covered spouse or eligible child. Your HRA account balance may not exceed $2,300 at any time.
SECTION 4 - HRA CLAIMS PROCEDURES

What this section includes:

- How HRA claims payments work;
- Requesting Reimbursement from Your HRA; and
- What to do if your claim is denied, in whole or in part.

Claims Submission

City of St. Petersburg has designed your HRA to allow claims for medical deductibles and coinsurance amounts to be automatically submitted for reimbursement ("auto-rollover"). You can turn auto rollover "off" and back "on" via myuhc.com. (If you have both an HRA and an FSA, the feature will disabled for both spending accounts.)

If you turn off auto rollover you will need to submit a manual claim form for all your HRA eligible expenses.

Also, there are some types of claims that will not be processed automatically if auto rollover is turned on for which you will need to submit a claim; for additional information on these claims see the section When to Submit a Claim.

When auto (rollover) is elected all payments from an HRA will be sent to the provider directly. You will, however, receive the reimbursement when no provider information is available. In addition you will receive the reimbursement from the HRA in the 3 situations below:

- Manually submitted claims.
- Non-Network provider claims.
- Claims adjustments.

Network Benefits

In general, if you receive Covered Health Services from a Network provider, as described in the Choice Plus HDP SPD, UnitedHealthcare will process the payment for the medical plan portion of the cost of the Covered Health Services and send it directly to the Physician or facility.

Funds allocated to your HRA will be available to help you pay a portion of your out-of-pocket costs under the medical plan as described in this SPD in Section 3, How the HRA Plan Works. UnitedHealthcare will process the payment for a portion of your cost of the Covered Health Services from available funds in your HRA and send it directly to the Physician or facility. There are some types of claims that will not be paid directly to the provider.

Non-Network Benefits

If you receive a bill for Covered Health Services from a non-Network provider, you (or the provider if they prefer) must send the bill to UnitedHealthcare for processing. To make sure
the claim is processed promptly and accurately, a completed claim form must be attached and mailed to UnitedHealthcare to the address on the back of your ID card.

If you receive Covered Health Services from a non-Network provider funds from your HRA will automatically be reimbursed to you, up to the amount available in your HRA.

**When to Submit a Claim and How to File Your Claim for Reimbursement from the HRA**

When Auto-rollover feature does not apply, you must submit a claim for reimbursement from your HRA including any health expenses not submitted to UnitedHealthcare.

If you receive a bill for Covered Health services from a provider, you must send the claim form) to UnitedHealthcare.

To be reimbursed from your HRA simply submit a reimbursement form, called a Request for Withdrawal Form, for the HRA Eligible Expenses that have been incurred. A Request for Withdrawal Form is available from City of St. Petersburg or on the Internet at [www.myuhc.com](http://www.myuhc.com). For reimbursement from your HRA, you must include proof of the expenses incurred as indicated on the Request for Withdrawal Form. For HRA Eligible Expenses, proof can include a bill, invoice, or an Explanation of Benefits (EOB) from any group medical plan under which you are covered. An EOB will be required if the expenses are for services usually covered under group medical plans, for example, charges by surgeons, doctors and hospitals. In such cases, an EOB will verify what your out-of-pocket expenses were after payments under other group medical plans.

To make sure the claim is processed promptly and accurately, a completed claim form must be attached and mailed to UnitedHealthcare HRA Claims submittal address:

Health Care Account Service Center
PO Box 981506
El Paso, TX  79998-1506
Fax: (915) 781-1085

<table>
<thead>
<tr>
<th>If you have funds available in your HRA you may submit a claim for reimbursement for the HRA Eligible Expenses from your HRA. If you do choose to submit a request for reimbursement for Network claims, the request must be received no later than 90 days following the end of the Plan year in which you are eligible under this Plan. Important - Timely Filing of Non-Network Claims</th>
</tr>
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<tbody>
<tr>
<td>All claim forms for non-Network claims must be submitted within 12 months after the date of service. Otherwise, the Plan will not pay any claims for eligible expenses, or the reimbursement will be reduced, as determined by UnitedHealthcare. This 12-month requirement does not apply if you are legally incapacitated.</td>
</tr>
</tbody>
</table>

You cannot be reimbursed for any expense paid under your medical plan; any expenses for which you are reimbursed from your HRA cannot be included as a deduction or credit on your federal income tax return.
Important
You can view EOB's and Health Statements online via myuhc.com. Myuhc.com includes many features such as the option to:
- View your HRA summary page detailing contributions and amount left in your HRA;
- View your HRA Claims Summary including claim transaction details.

Health Statements
Each month in which UnitedHealthcare processes at least one claim for you or a covered Dependent, you will receive a Health Statement in the mail. (You may elect to discontinue receipt of paper Health Statements by making the appropriate selection on www.myuhc.com).

Health Statements make it easy for you to manage your family’s medical costs by providing claims information in easy-to-understand terms.

If you would rather track claims for yourself and your covered Dependents online, you may do so at www.myuhc.com.

Explanation of Benefits (EOB)
You may request that UnitedHealthcare send you a paper copy of an Explanation of Benefits (EOB) by calling the toll-free number on your ID card. The EOB will let you know if there is any portion of the claim you need to pay. If any claims are denied in whole or in part, the EOB will include the reason for the denial or partial payment. You can also view and print all of your EOBs online at myuhc.com. See Section 7, HRA Glossary for the definition of Explanation of Benefits.

Claim Denials and Appeals

If Your Claim is Denied
If a claim for benefits is denied in part or in whole, you may call UnitedHealthcare before requesting a formal appeal. If UnitedHealthcare cannot resolve the issue to your satisfaction over the phone, you have the right to file a formal appeal as described below.

How to Appeal a Denied Claim
If you wish to appeal a denied claim, you must submit your appeal in writing within 180 days of receiving the denial. This written communication should include:
- the patient's name and ID number as shown on the ID card;
- the provider's name;
- the date of medical service;
- the reason you think your claim should be paid; and
- any documentation or other written information to support your request.

Appeals for your HRA should be submitted to:
UnitedHealthcare – HRA Group Claims  
PO Box 981178  
El Paso, TX 79998-11178

**Review of an Appeal**

UnitedHealthcare will conduct a full and fair review of your appeal. The appeal may be reviewed by:

- an appropriate individual(s) who did not make the initial benefit determination; and
- a health care professional who was not consulted during the initial benefit determination process.

Once the review is complete, if UnitedHealthcare upholds the denial, you will receive a written explanation of the reasons and facts relating to the denial.

**Filing a Second Appeal**

Your Plan offers two levels of appeal. If you are not satisfied with the first level appeal decision, you have the right to request a second level appeal from UnitedHealthcare within 60 days from receipt of the first level appeal. UnitedHealthcare must notify you of the benefit determination within 30 days after receiving the completed appeal.

UnitedHealthcare – HRA Group Claims  
PO Box 981178  
El Paso, TX 79998-11178

**Note**: Upon written request and free of charge, any covered persons may examine documents relevant to their claim and/or appeals and submit opinions and comments. UnitedHealthcare will review all claims in accordance with the rules established by the U.S. Department of Labor. UnitedHealthcare's decision will be final.

The table below describes the time frames in an easy to read format which you and UnitedHealthcare are required to follow.

<table>
<thead>
<tr>
<th>Claim Denial and Appeals</th>
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<tbody>
<tr>
<td><strong>Type of Claim or Appeal</strong></td>
</tr>
<tr>
<td>If your claim is incomplete, UnitedHealthcare must notify you within:</td>
</tr>
<tr>
<td>You must then provide completed claim information to UnitedHealthcare within:</td>
</tr>
</tbody>
</table>
Claim Denial and Appeals

<table>
<thead>
<tr>
<th>Type of Claim or Appeal</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>If UnitedHealthcare denies your initial claim, they must notify you of the denial:</td>
<td></td>
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<tr>
<td>■ if the initial claim is complete, within:</td>
<td>30 days</td>
</tr>
<tr>
<td>■ after receiving the completed claim (if the initial claim is incomplete), within:</td>
<td>30 days</td>
</tr>
<tr>
<td>You must appeal the claim denial no later than:</td>
<td>180 days after receiving the denial</td>
</tr>
<tr>
<td>UnitedHealthcare must notify you of the first level appeal decision within:</td>
<td>30 days after receiving the first level appeal</td>
</tr>
<tr>
<td>You must appeal the first level appeal (file a second level appeal) within:</td>
<td>60 days after receiving the first level appeal decision</td>
</tr>
<tr>
<td>UnitedHealthcare must notify you of the second level appeal decision within:</td>
<td>30 days after receiving the second level appeal</td>
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*UnitedHealthcare may require a one-time extension of no more than 15 days only if more time is needed due to circumstances beyond their control.

Limitation of Action

You cannot bring any legal action against City of St. Petersburg or the Claims Administrator to recover reimbursement until 90 days after you have properly submitted a request for reimbursement as described in this section and all required reviews of your claim have been completed. If you want to bring a legal action against City of St. Petersburg or the Claims Administrator, you must do so within three years from the expiration of the time period in which a request for reimbursement must be submitted or you lose any rights to bring such an action against City of St. Petersburg or the Claims Administrator.
SECTION 5 - HRA COORDINATION OF BENEFITS (COB) AND SUBROGATION AND REIMBURSEMENT

For information on how your Benefits under this Plan coordinate with other medical plans and how coverage is affected if you become eligible for Medicare, refer to the Choice Plus HDP SPD, Section 10, Coordination of Benefits

Subrogation and Reimbursement

The Plan has a right to subrogation and reimbursement, as defined in the Choice Plus HDP SPD, Section 11, Subrogation and Reimbursement.
SECTION 6 - WHEN HRA COVERAGE ENDS

Your coverage under the Plan ends as described in the Choice Plus HDP SPD, Section 12, When Coverage Ends.

Continuation of Coverage - Consolidated Omnibus Budget Reconciliation Act ("COBRA")

The requirements of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") may apply to the Health Reimbursement Account. You should call City of St. Petersburg to find out whether this Plan is subject to COBRA. If the Plan is subject to COBRA see "Optional Continuation Coverage under your Health Care Spending Account (COBRA)".

COBRA continuation coverage must be offered with respect to a participant's HRA when the Plan is subject to COBRA. If your employment terminates for any reason the funds in your HRA will revert back to the City of St. Petersburg after your claim run-out period, unless you elect COBRA coverage as described in the Choice Plus HDP SPD, Section 12, When Coverage Ends under the heading Changing Your Coverage. If you elect COBRA coverage, HRA funds will remain available to assist you in paying your out-of-pocket costs under the medical plan while COBRA coverage is in effect. The HRA balances under COBRA are recalculated using the methods elected by City of St. Petersburg for mid-year enrollment and/or status changes; as described in Section 3, How the HRA Plan Works.

Optional Continuation Coverage Under Your Health Reimbursement Account

This provision is intended to comply with the law and any pertinent regulations, and its interpretation is governed by them. Ask City of St. Petersburg to find out if and how this continuation coverage and continuation coverage under USERRA described below applies.

In no event will UnitedHealthcare be obligated to provide continuation coverage to a participant if City of St. Petersburg or its designated plan administrator fails to perform its responsibilities under federal law. These responsibilities include but are not limited to notifying the participant in a timely manner of the right to elect continuation coverage and notifying UnitedHealthcare in a timely manner of the participant's election of continuation coverage.

Uniformed Services Employment and Reemployment Rights Act

An employee who is absent from employment for more than 30 days by reason of service in the Uniformed Services may elect to continue Plan coverage for the employee and the employee's dependents in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

The terms "Uniformed Services" or "Military Service" mean the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.
If qualified to continue coverage pursuant to the USERRA, employees may elect to continue coverage under the Plan by notifying the Plan Administrator in advance.

An employee may continue Plan coverage under USERRA for up to the lesser of:

- the 24 month period beginning on the date of the employee's absence from work; or
- the day after the date on which the employee fails to apply for, or return to, a position of employment.

Regardless of whether an employee continues the HRA, if the employee returns to a position of employment, the employee's HRA and that of the employee's eligible dependents will be reinstated under the Plan. No exclusions or waiting period may be imposed on an employee or the employee's eligible dependents in connection with this reinstatement, unless a Sickness or Injury is determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of military service.

You should call the City of St. Petersburg Benefits Division if you have questions about your rights to continue the HRA under USERRA.

UnitedHealthcare is not City of St. Petersburg's designated Plan Administrator and does not assume any responsibilities of a Plan Administrator pursuant to federal law.
## SECTION 7 - HRA GLOSSARY

<table>
<thead>
<tr>
<th>What this section includes:</th>
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<tr>
<td>■ Definitions of terms used throughout this SPD.</td>
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Many of the terms used throughout this SPD may be unfamiliar to you or have a specific meaning with regard to the way the Plan is administered and how benefits are paid. This section defines terms used throughout this SPD, but it does not describe the benefits provided by the Medical Plan. Capitalized terms not otherwise defined in this section have the meaning set forth in your Choice Plus HDP SPD.

**Addendum** – any attached written description of additional or revised provisions to the Plan. The benefits and exclusions of this SPD and any amendments thereto shall apply to the Addendum except that in the case of any conflict between the Addendum and SPD and/or Amendments to the SPD, the Addendum shall be controlling.

**Amendment** – any attached written description of additional or alternative provisions to the Plan. Amendments are effective only when distributed by the Plan Sponsor or the Plan Administrator. Amendments are subject to all conditions, limitations and exclusions of the Plan, except for those that the amendment is specifically changing.

**Benefits** – Plan payments for Eligible Expenses, subject to the terms and conditions of the Plan and any Addendums and/or Amendments.

**Claims Administrator - HRA** – UnitedHealthcare (also known as United Healthcare Services, Inc.) and its affiliates, who provide certain claim administration services for the Plan.

**COBRA** – see Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

**Coinsurance** – the percentage of Eligible Expenses you are required to pay for under a health plan.

**Company** – City of St. Petersburg.

**Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)** – a federal law that requires employers to offer continued health insurance coverage to certain employees and their dependents whose group health insurance has been terminated.

**Covered Person** – either the Employee or an enrolled Dependent only while enrolled and eligible for Benefits under the Plan. References to "you" and "your" throughout this SPD are references to a Covered Person.

**Dependent** – an individual who meets the eligibility requirements specified under the Plan, as described in your Choice Plus HDP SPD offered by City of St. Petersburg.

**Eligible Expenses** – as defined in your Choice Plus HDP SPD.

**Employer** – City of St. Petersburg.
EOB – see Explanation of Benefits (EOB).

Experimental or Investigational Services – medical, surgical, diagnostic, psychiatric, substance abuse or other health care services, technologies, supplies, treatments, procedures, drug therapies, medications or devices that, at the time UnitedHealthcare and City of St. Petersburg make a determination regarding coverage in a particular case, are determined to be any of the following:

- not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use;
- subject to review and approval by any institutional review board for the proposed use (Devices which are FDA approved under the Humanitarian Use Device exemption are not considered to be Experimental or Investigational); or
- the subject of an ongoing Clinical Trial that meets the definition of a Phase 1, 2 or 3 Clinical Trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

If you have a life threatening Sickness or condition (one that is likely to cause death within one year of the request for treatment), UnitedHealthcare and City of St. Petersburg may, at their discretion, consider an otherwise Experimental or Investigational Service to be a Covered Health Service for that Sickness or condition. Prior to such consideration, UnitedHealthcare and City of St. Petersburg must determine that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or condition, and that the service would be provided under standards equivalent to those defined by the National Institutes of Health.

Explanation of Benefits (EOB) – a statement provided by UnitedHealthcare to you, your Physician, or another health care professional that explains:

- the benefits provided (if any);
- the allowable reimbursement amounts;
- any other reductions taken;
- the net amount paid by the Plan; and
- the reason(s) why the service or supply was not covered by the Plan.

Health Statement(s) - a single, integrated statement that summarizes EOB information by providing detailed content on account balances and claim activity.

HRA - Health Reimbursement Account or HRA. Internal Revenue Code sections 105 and 106 define the standard regulations and tax benefits for a HRA.

HRA Eligible Expense – an expense that you incur specific to health care on or after the date you are enrolled in the HRA Plan and include the following:
a medical expense not paid for under your active medical Plan as it represents your portion of responsibility for the cost of health care such as the Annual Deductible and Coinsurance; and

- a medical expense not reimbursable through any other plan covering health benefits, other insurance, or any other accident or health plan.

**Physician** – any Doctor of Medicine or Doctor of Osteopathy who is properly licensed and qualified by law.

Please note: Any podiatrist, dentist, psychologist, chiropractor, optometrist or other provider who acts within the scope of his or her license will be considered on the same basis as a Physician. The fact that a Provider is described as a Physician does not mean that Benefits for services from that Provider are available to you under this Plan or any health plan.

**Pharmaceutical Product(s)** – FDA-approved prescription pharmaceutical products administered in connection with a Covered Health Service by a Physician or other health care provider within the scope of the provider's license, and not otherwise excluded under the Plan.

**Plan** – The Health Reimbursement Account portion of the City of St. Petersburg Choice Plus HDP.

**Plan Administrator** – City of St. Petersburg or its designee.

**Plan Sponsor** – City of St. Petersburg.

**Provider** – a health care professional or facility operating as required by law.

**Sickness** – physical illness, disease or Pregnancy.

**Unproven Services** – health services, including medications that are determined not to be effective for treatment of the medical condition and/or not to have a beneficial effect on health outcomes due to insufficient and inadequate clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature.

- Well-conducted randomized controlled trials are two or more treatments compared to each other, with the patient not being allowed to choose which treatment is received).

- Well-conducted cohort studies are studies in which patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.

**UnitedHealthcare** has a process by which it complies and reviews clinical evidence with respect to certain health services. From time to time, UnitedHealthcare issues medical and drug policies that describe the clinical evidence available with respect to specific health care services. These medical and drug policies are subject to change without prior notice. You can view these policies at **www.myuhc.com**.

Please note:
If you have a life-threatening Sickness or condition (one that is likely to cause death within one year of the request for treatment), UnitedHealthcare and City of St. Petersburg may, at their discretion, consider an otherwise Unproven Service, under the Medical Plan, to be a covered health service for that Sickness or condition. Prior to such a consideration, UnitedHealthcare and City of St. Petersburg must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or condition, and that the service would be provided under standards equivalent to those defined by the National Institutes of Health.

The decision about whether such a service can be deemed a Covered Health Service is solely at UnitedHealthcare and City of St. Petersburg's discretion. Not all similar services may qualify.
SECTION 8 - HRA ADMINISTRATIVE INFORMATION

What this section includes:

- Plan administrative information.

This section includes information on the administration of the Plan. While you may not need this information for your day-to-day participation, it is information you may find important.

Additional Plan Description

Claims Administrator: The company which provides certain administrative services for the Plan Benefits described in this Summary Plan Description.

United Healthcare Services, Inc.
Attn: Claims
9900 Bren Road East
Minnetonka, MN 55343

The Claims Administrator shall not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Plan Sponsor's Plan. The Claims Administrator shall not be responsible for fulfilling any duties or obligations of an employer with respect to the Plan Sponsor's Plan.

Type of Administration of the Plan: The Plan Sponsor provides certain administrative services in connection with its Plan. The Plan Sponsor may, from time to time in its sole discretion, contract with outside parties to arrange for the provision of other administrative services including arrangement of access to a Network provider; claims processing services, including coordination of benefits and subrogation; utilization management and complaint resolution assistance. This external administrator is referred to as the Claims Administrator. For Benefits as described in this Summary Plan Description, the Plan Sponsor also has selected a provider network established by United Healthcare Services, Inc. The named fiduciary of Plan is City of St. Petersburg, the Plan Sponsor.

The Plan Sponsor retains all fiduciary responsibilities with respect to the Plan except to the extent the Plan Sponsor has delegated or allocated to other persons or entities one or more fiduciary responsibility with respect to the Plan.