

**SUMMARY PLAN DESCRIPTION**

**CITY OF TACOMA  
FLEXIBLE BENEFITS PLAN**

**EFFECTIVE DATE:  
JANUARY 1, 2019**

**TPSC GROUP # 45000**

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## INTRODUCTION

City of Tacoma (the "Company") established the City of Tacoma Flexible Benefits Plan (the "Plan") effective May 1, 1989. This Summary Plan Description describes the Plan as amended and restated effective January 1, 2019.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

## ELIGIBILITY FOR PARTICIPATION

### A. Eligible Employee

You are an "Eligible Employee" if you are employed by City of Tacoma or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are any of the following:

1. A leased employee.
2. A non-resident alien who received no U.S. earned income.
3. A part-time employee who is expected to work less than 20 hours per week.
4. A temporary\* employee, an emergency hire or an event employee.

You are an "Eligible Employee" for purposes of the Premium Conversion Account on the date you become eligible to receive benefits from the contracts described for Premium Conversion Accounts in the Section titled "BENEFITS" below.

You are an "Eligible Employee" for purposes of the Health Savings Account if you enrolled in a City provided high-deductible health plan option. \*Note: Temporary employees are eligible for participation in the Health Savings Account. The IRS has strict guidelines that determine who is eligible to own and contribute to a Health Savings Account. Under IRC Sec. 223 an eligible individual cannot:

- be covered under any health plan that is not a qualified high-deductible health plan
- be enrolled in Medicare
- be claimed as a dependent on another individual's tax return

### B. Date of Participation

You will become a Participant eligible to receive benefits from the Plan on the first day of the calendar month coincident with or next following the date of hire. Note: Temporary employees are eligible for participation in the Health Savings Account the first of the month following sixty days (60) of continuous employment.

However, you will become a Participant eligible to make contributions and receive benefits from the Premium Conversion Account on the date you become eligible to receive benefits from the contracts described for Premium Conversion Accounts in the Section titled "BENEFITS" below.

You will stop being a participant eligible to receive benefits from the Plan on the date you are no longer an Eligible Employee or the date you terminate employment with the Company.

## ELECTIONS

### A. In General

When you become eligible to participate in the Plan, you may begin contributing to the Plan. Contributions pertaining to an account will be credited to the applicable account. Your contributions to the Plan are not subject to federal income tax or social security taxes.

Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your tax professional to determine the consequences of your participation in this Plan.

### B. Election Procedures

When you are first eligible to participate in the Plan, you must return a completed election form to the Plan Administrator on or before the date specified by the Plan Administrator.

After you are first eligible to participate in the Plan you will generally only be able to change your elections as of the beginning of each Plan Year. Prior to the start of each Plan Year, the Plan Administrator will provide an election form to you. In order to participate in the Plan for the next Plan Year, you must return the completed election form to the Plan Administrator on or before the date specified by the Plan Administrator. However, see "Modification of Elections" below for situations where you may modify elections at a time other than the beginning of a Plan Year.

If, as of the start of a Plan Year, you have not returned an election form by its due date, you will be deemed to have elected to continue with the same elections as the prior Plan Year for your Premium Conversion Account. You will be treated as having elected not to participate in the Plan with respect to any other Accounts.

As of the start of every Plan Year, you are deemed to elect to contribute the entire amount of any participant-paid premiums for the Premium Conversion Account unless you otherwise elect in writing.

### C. Modification of Elections

Generally speaking, you may only revise your elections as of the start of a Plan Year. However, in certain situations you may modify your elections upon a "change in status". A brief listing of events that constitute a change in status follows. Please note that there are several conditions and/or limitations that apply to the events listed below. Please contact the Plan Administrator if you have any questions or believe that you may qualify for an election change. A change in status includes:

1. Change in your marital status through marriage, death of spouse, divorce, legal separation, or annulment;
2. Change in the number of your dependents following birth, adoption, placement for adoption, or death;

3. Change in employment status by either termination or commencement of employment by the Participant, Spouse, or Dependent;
4. Reduction or increase in your hours of employment by the Participant, Spouse, or Dependent;
5. Change in your worksite;
6. Change in a dependent's eligibility due to attainment of age, status or any similar circumstance;
7. Change in your place of residence of the Participant, Spouse, or Dependent;
8. Court judgment, decree, or order that requires accident or health coverage for a Dependent child;
9. Become entitled to (or lose) Medicare or Medicaid coverage;
10. Significant changes in cost or other coverage benefits (does not apply to Health Care Reimbursement Account); or
11. Begin or end leave under the FMLA.

If you have a change in status, you may modify an election in your Health Care Reimbursement Account but your new annual contribution amount may not be less than the amount previously reimbursed at the time of the election change. Election must be made within 31 days of the change in status (60 days for change due to newborn or adoption) and must be on account of and conform with the change in status.

In addition, your election for your premiums will be automatically adjusted for any change in the cost of contracts as permitted by applicable law.

If you elect to participate in the Health Savings Account, Contributions can prospectively start, stop, increase or decrease at any time.

D. Waiver of Participation

You can elect to waive all pre-tax benefits under the Plan. If you enroll in Employer Group Medical, Employer Dental or Employer Vision, your share of the contribution will be paid with after-tax payroll deductions. You may not elect pre-tax benefits until the next Open Enrollment Period.

## **BENEFITS**

A. Premium Conversion Account

When you become eligible to participate in the Plan, the Plan will establish a Premium Conversion Account in your name. This Account will be credited with your contributions and will be reduced by any payments made on your behalf. This account may be used to pay premiums on the contracts listed below:

1. Employer Group Medical
2. Employer Dental
3. Employer Vision

If a contract is offered in conjunction with a Company-sponsored benefit plan, you will be eligible to make contributions to the Premium Conversion Account only if you are also eligible to participate in the applicable Company-sponsored plan, it is described above and you are eligible to participate in this Plan.

In the event of a conflict between the terms of this Plan and the terms of a contract, the terms of the contract (or the benefit plan under which it is established) will control.

#### B. Health Care Reimbursement Account

When you become eligible to participate in the Plan, the Plan will establish a Health Care Reimbursement Account in your name. This Account will be credited with your contributions and will be reduced by any payments made on your behalf. You will be entitled to receive reimbursement from this account for eligible expenses incurred by you, your spouse and dependents, if any. A dependent is generally someone who you may claim as a dependent on your federal tax return and also includes a child until their 26th birthday. *Note: The IRS may not allow the use of a Health Care Reimbursement Account to pay for qualified health expenses for some dependents (e.g. domestic partner and children of a domestic partner), unless they are claimed on your tax return and meet the requirements of IRC Section 152.* You may receive reimbursement for eligible expenses incurred at a time when you are actively participating in the Plan.

The entire annual amount you elect to contribute for the Plan Year for the Health Care Reimbursement Account less any reimbursements already disbursed will be available for reimbursement. The maximum amount you may contribute each year is the maximum amount permitted (**\$2,700 for 2019**) (and as may be adjusted based on annual indexed dollar amounts).

Eligible expenses generally include all medical expenses that you may deduct on your federal income tax return, although health insurance premiums are not an eligible expense for the Health Care Reimbursement Account. Medicines or drugs are eligible expenses only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin (unless otherwise excluded). You will not be reimbursed for any expenses that are (i) not incurred in the Plan Year, (ii) incurred before or after you are eligible to participate in the Plan, (iii) attributable to a tax deduction you take in a prior taxable year, or (iv) covered, paid or reimbursed from any other source.

#### C. Health Savings Accounts

In addition, the Plan allows you to make pre-tax contributions to a Health Savings Account that is established and maintained outside the Plan by a trustee/custodian to which the Employer will forward contributions to be deposited. You must be enrolled on a high-deductible health plan in order to participate in the Health Savings Account. You cannot participate in a Health Savings Account if you are enrolled in the Health Care Reimbursement Account. If you elected the Health Care Reimbursement option during the preceding Plan Year and have unused funds for that Plan Year that

can be carried over for use in the next Plan Year, you and the Employer cannot make Contributions until April 1<sup>st</sup> of the next Plan Year, when the prior Plan Year funds are no longer accessible.

The maximum amount that may be contributed in any Plan Year is **\$3,500 for single and \$7,000 for family for 2019**. **If you are 55 or older you may contribute an additional \$1,000 catch-up contribution.** The maximum annual contribution will be reduced by any Employer contribution made on your behalf and will be prorated for the number of months in which you are eligible for the Health Savings Account.

If you sign up for a high-deductible health plan the Plan Sponsor will automatically contribute to the Health Savings Account on your behalf based on your level of coverage (single/family) and whether you participated in the City of Tacoma's Wellness Program and earned the wellness incentive.

2019 Annual Employer Contribution\*

Level of Coverage	With Wellness	Without Wellness
Single	\$1,250/yr.	\$ 500/yr.
Family	\$2,500/yr.	\$1,000/yr.

*\*Annual figures are prorated per pay period throughout the Plan Year while enrolled on the high-deductible health plan.*

The Health Savings Account Benefits under this Plan consist solely of the ability to make Contributions to the Health Savings Account on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) will be provided by and are set forth in the Health Savings Account, not this Plan. The terms and conditions of your Health Savings Account trust or custodial account are described in the Health Savings Account trust or custodial agreement provided by the applicable trustee/custodian to you, and are not a part of this Plan.

The Health Savings Account is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by a Health Savings Account trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code §223(d)(2). *Note: The IRS may not allow the use of an HSA account to pay for qualified health expenses for some dependents (e.g. domestic partners and adult children), unless they are claimed on your tax return and meet the requirements of IRC Section 152.* The Employer has no authority or control over the funds deposited in a Health Savings Account. Even though this Plan may allow pre-tax Salary Reduction contributions to a Health Savings Account, the Health Savings Account is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

You can contact the Health Savings Account administrator (trustee/custodian) selected by the health insurance carriers for the high-deductible health plan at the following:

HealthEquity  
Phone: 866-346-5800 (toll-free)  
Website: [www.healthequity.com/HSAlearn](http://www.healthequity.com/HSAlearn)

#### D. Dependent Care Assistance Account

When you become eligible to participate in the Plan, the Plan will establish a Dependent Care Assistance Account in your name. This Account will be credited with your contributions and will be reduced by any payments made on your behalf. You will be entitled to receive reimbursement from this account for dependent care assistance.

Dependent care assistance is defined as expenses you incur for the care of a qualifying individual. A qualifying individual is a Dependent child who is under age 13. A spouse or a Dependent adult (elder care) who lives with you and is physically or mentally incapable of caring for himself/herself may also qualify. *Note: The IRS may not allow the use of a Dependent Care Assistance Account to pay for qualified dependent care expenses for some dependents (e.g. domestic partner and children of a domestic partner), unless they are claimed on your tax return and meet the requirements of IRC Section 152.* However, dependent care expenses only qualify for reimbursement if the care services allow you to be gainfully employed.

Not all expenses qualify as dependent care assistance. Some examples of expenses that qualify are:

1. Before and after school programs
2. Care in your home or someone else's home (provided the care giver is not your spouse or dependent and is age 19 or older)
3. Licensed child care center
4. Summer day care (excluding overnight camps)
6. Elder day care

Programs that have an educational component to their day (e.g. nursery or pre-school and some summer care programs) are deductible only for the portion of services that qualify as "daycare." Except for child care provided for parents on a swing or overnight shift, any program in which the Dependent spends an overnight is not qualified.

You will not be reimbursed for any expenses that are (i) not incurred in the Plan Year, (ii) incurred before you are eligible to participate in the Plan, or (iii) covered, paid or reimbursed from any other source.

The maximum amount of expense that may be contributed/reimbursed in any Plan Year is **\$5,000 (\$2,500 if you are married and filing a separate return)**. The amount payable may also not be greater than the amount of your earned income or the earned income of your spouse. Special rules apply in the case of a spouse who is a student or who is incapable of caring for himself/herself.

Please contact the Plan Administrator before enrolling in Dependent Care Assistance to discuss whether the expenses for which you will seek reimbursement may qualify for dependent care assistance. You should also consult with your tax professional to determine the tax consequences of your participation in this Plan.



E. Coordination with Other Plans

All claims for benefits that are covered by an insurance policy must be made to the insurance company issuing such insurance policy.

In addition, you must first submit claims to this Plan and receive your maximum reimbursement in the Health Care Reimbursement Account before you may receive reimbursement in a Company sponsored health reimbursement plan for expenses that are reimbursable under both the Health Care Reimbursement Account and the health reimbursement plan.

F. Limits on Certain Employees

If you are a highly paid employee or an owner of the Company, federal law may impose limits on your eligibility to participate in the Plan and/or the benefits you may receive from the Plan.

### FORFEITURES

A. Plan Year

Any amounts remaining in your account at the end of the Plan Year will be forfeited after all claims are paid, except as discussed below.

B. Grace Period

The grace period is the 2-1/2 month period after the end of the Plan Year (i.e., March 15). During the “grace period,” you may incur additional health care expenses that may be reimbursed by any amounts remaining in your Health Care Reimbursement account at the end of the Plan Year. Claims for reimbursement must be submitted by April 30<sup>th</sup>.

There is no “grace period” for Dependent Care Expenses. Only expenses incurred during the Plan Year are eligible for reimbursement.

C. Termination of Employment

If you cease to be a participant in the cafeteria plan (because of termination of employment or other reason), eligible health care expenses incurred before the end of the month in which you are terminated may be submitted as claims against your Health Care Reimbursement Account. Claims may be submitted until April 30<sup>th</sup> as discussed below. Any balance remaining after all claims are paid is forfeited.

If you cease to be a participant in the cafeteria plan (because of termination of employment or other reason), you may continue to be reimbursed for eligible Dependent Care expenses, up to the total amount you contributed prior to your termination. Claims may be submitted until April 30<sup>th</sup> as discussed below. Any balance remaining after all claims are paid is forfeited.

### CLAIMS

A. Deadlines

You must submit all claims for reimbursement by April 30<sup>th</sup> following the end of the Plan Year.

B. Debit Cards

The Company will provide you with a debit card for purposes of making purchases that may be reimbursed from your Health Care Reimbursement Account. You can use the debit card to access the pre-tax amount set aside in your Health Care Reimbursement Account.

When you swipe your debit card at a health care provider business or participating merchant, it eliminates most out-of-pocket cash outlays, paperwork and the waiting period for reimbursement checks. You can find out which merchants are participating by visiting <http://apps.sig-is.org/SIGISPublicRpts/IIASMerchantList.aspx>.

You should always save itemized receipts for Health Care purchases made with the debit card. The IRS requires that every debit card transaction be substantiated. In most cases, you will not receive requests for receipts for Health Care purchases made using the swipe of a debit card. However, if the swipe is unable to be substantiated via the automated process, you may receive a request to submit an itemized receipt.

The Plan Administrator will provide you with more information about debit cards at the time you enroll in the Plan.

C. Documentation of Claims

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

D. Method and Timing of Payment

To the extent that the Plan Administrator approves a claim, the Company may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

E. Where to Submit Claims

All claims must be submitted to Trusteed Plans Service Corp.

Mailing Address: PO Box 2950  
Tacoma WA 98401-2950

Street Address: 1101 Pacific Ave., Ste 300  
Tacoma WA 98402

Phone: 253-564-5850  
Fax: 253-564-5881  
Email: BenefitSupport@tpscbenefits.com

F. Refunds/Indemnification

You must immediately repay any excess payments/reimbursements. You must reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable under this Plan.

G. Beneficiary

If you die, your beneficiaries or your estate may submit claims for Eligible Expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose. If you do not name a beneficiary, the Plan Administrator may pay any amount to your spouse, one or more of your dependents or a representative of your estate.

## CONTINUATION RIGHTS

A. Military Service

If you serve in the United States Armed Forces and must miss work as a result of such service, you may be eligible to continue to receive benefits with respect to any qualified military service.

B. COBRA

Under Federal law, you, your spouse, and your dependents may be entitled to COBRA continuation coverage in certain circumstances. Please see the "COBRA NOTICE" that is attached to the end of this Summary Plan Description for important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The COBRA NOTICE generally explains COBRA continuation coverage and when it may become available to you. The Plan Administrator will inform you of these rights, if any, when you terminate employment.

C. FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits.

You may elect to continue coverage on a pre-tax or after tax basis for non medical benefits when on leave of absence under the FMLA.

D. Non FMLA Leave

In addition, you may elect to continue coverage on a pre-tax or after tax basis when on leave of absence **other** than the FMLA.

## YOUR RIGHTS

As a participant in this Plan, you are entitled to certain rights and protections. You have the right to:

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

## MISCELLANEOUS

A. Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO) and/or National Medical Support Notice. You may obtain a copy of the medical child support procedures from the Plan Administrator, free of charge.

B. Loss of Benefit

You are responsible for maintaining a current address with the Plan Administrator. If you have submitted claims for reimbursement, and we cannot locate you when your benefit is payable, you may lose all or part of your reimbursement, in addition to any unused balance remaining.

If a Participant dies, his beneficiaries or his estate may submit claims for expenses for benefits for the portion of the Plan Year preceding the Participant's death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may pay any amount due hereunder to the Participant's spouse, one or more of his or her dependents, or the personal representative of the Participant's estate.

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except as provided in the event of a Participant's death.

C. Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

D. Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

E. Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

F. Privacy

The Plan is required under federal law to take sufficient steps to protect any individually identifiable health information to the extent that such information must be kept confidential. The Plan Administrator will provide you with more information about the Plan's privacy practices.

## ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is City of Tacoma.

Address: 747 Market Street, Room 1420  
Tacoma, WA 98402-3764  
Phone: 253-573-2345  
Email: [benefits@cityoftacoma.org](mailto:benefits@cityoftacoma.org)

Employer Identification Number (EIN): 91-6001283.

2. The Plan is a cafeteria plan under section 125 of the Internal Revenue Code and, to the extent the Plan provides for Health Care Reimbursement Account benefits, the Plan is also a welfare benefit plan. The Plan number is 000.
3. The Plan's designated agent for service of legal process is the chief officer of the entity named above. Any legal papers should be delivered to him or her at the address listed above. However, service may also be made upon the Plan Administrator.
4. The Plan Sponsor's fiscal year and the plan year end on December 31.

## COBRA NOTICE

### Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**You may 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. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may 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 that plan generally doesn't accept late enrollees.

### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

## **When is COBRA Continuation Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Company at 747 Market Street, Room 1544, Room 1420, Tacoma, WA 98402-3764. The Company's telephone number is 253-573-2345.**

## **How is COBRA Continuation Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

## **Are there other coverage options besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as payment to maintain coverage for the remainder of that plan year's spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

The COBRA continuation coverage lasts only until the end of the plan year in which the qualifying event occurs. COBRA continuation coverage may only be elected under this plan if, as of the date of the qualifying event, the maximum benefit available under the plan for the remainder of the plan year is more than the maximum amount that the Plan could require as payment to maintain coverage for the remainder of that plan year.

## **If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

## **Keep Your Plan Informed of Address Changes**

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## **Plan Contact Information**

City of Tacoma  
747 Market Street, Room 1420  
Tacoma, WA 98402-3764  
(253) 573-2345  
[benefits@cityoftacoma.org](mailto:benefits@cityoftacoma.org)

V-3.00



**COVID-RELATED AMENDMENT TO THE  
CITY OF TACOMA  
FLEXIBLE BENEFITS PLAN**

City of Tacoma (the “Employer”) hereby amends the City of Tacoma Flexible Benefits Plan (the “Plan”), in good-faith compliance with the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), IRS Notice 2020-29, IRS Notice 2020-33 and other applicable law and guidance, to be effective as of the dates stated below. This amendment supersedes any inconsistent provisions of the Plan.

The Plan is hereby amended as follows:

**1. HEALTH CARE FSA REIMBURSEMENT OF OVER-THE-COUNTER AND MENSTRUAL CARE EXPENSES**

**(OPTIONAL, BUT ADOPTED BY MOST THIRD PARTY ADMINISTRATORS, AND PERMANENT)**

The Plan is amended to allow the health care FSA to reimburse:

- permitted over-the-counter medicines and drugs that are qualified medical expenses under Code Section 213(d) without a prescription, effective for purchases made on or after *January 1, 2020*.
- the cost of menstrual care products within the meaning of Code Section 106(f), effective for purchases made on or after *January 1, 2020*.

**2. CHANGES TO HEALTH AND DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS (FSAs)**

**(OPTIONAL AND APPLIES ONLY TO CALENDAR YEAR 2020)**

The Plan is amended to allow the following prospective changes to flexible spending account elections during calendar year 2020, regardless of whether the basis for the election change satisfies the criteria in Treas. Regs. §1.125-4 (*check those provisions adopted by the Plan*):

- An eligible employee may revoke a **health care FSA (including a limited purpose health FSA)** election, make a new election, or decrease or increase an existing election on a prospective basis, effective *October 1, 2020*;
- No revocation or decrease in election below the amount already reimbursed from the health care FSA is permitted.

- An eligible employee may revoke a **dependent care FSA** election, make a new election, or decrease or increase an existing election on a prospective basis, effective **October 1, 2020**.
- No revocation or decrease in election below the amount already reimbursed from the dependent care FSA is permitted.

The Employer is not required to allow unlimited election changes but may determine the extent to which such changes are permitted and applied.

**3. EXTENDED CLAIMS PERIOD FOR HEALTH FSAs AND DEPENDENT CARE FSAs THROUGH 2020**


**(OPTIONAL AND APPLIES ONLY TO PLAN YEARS OR GRACE PERIODS ENDING IN 2020)**

- A participant may apply unused amounts remaining in his or her **health care FSA (including a limited purpose health FSA)** in the Plan as of the end of the grace period ending in 2020 or a non-calendar Plan year ending in 2020, to pay or reimburse qualified medical care expenses incurred through December 31, 2020. This provision is effective **October 1, 2020**.
- Participants may apply unused amounts remaining in his or her **dependent care FSA** in the Plan as of the end of the grace period ending in 2020 or a non-calendar Plan year ending in 2020, to pay or reimburse qualified dependent care expenses incurred through December 31, 2020. This provision is effective **October 1, 2020**.

Health care FSA amounts may only be used for eligible medical care expenses, and dependent care FSA amounts may only be used for eligible dependent care expenses.

IN WITNESS WHEREOF, the Employer has caused this amendment to be executed as of December 21, 2020.

**CITY OF TACOMA**

By:   
 Name: Gary Buchanan  
 Its: Human Resources Director