

SHARD Healthcare Adventist Retirement Plan 2022

Supplemental

SHARP Ex

For SHARP Dental, Vision, Hearing and **Health Reimbursement Account Benefits**

9705 Patuxent Woods Drive · Columbia, MD 21046

Phone: 443-391-7338 | Fax: 443-259-4880 | Email: SHARP@NADAdventist.org

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Supplemental Healthcare Adventist Retirement Plan SHARP Ex Plan Year January 1 to December 31, 2022

INTRODUCTION

The North American Division of Seventh-day Adventists (NAD) offers a healthcare assistance plan for certain Eligible Retirees and their Eligible Spouses and Eligible Dependent children through the Adventist Retirement Plans office. The Adventist Retirement Board administers the Plan. The North American Division of Seventh-day Adventists ("NAD") established this "Supplemental Healthcare, Adventist Retirement Plan" as a church plan and an auxiliary benefit of the Seventh-day Adventist Retirement Plan of the North American Division to benefit vested retirees (and dependents of vested retirees) of the Adventist Retirement Plans. As a church plan, the Plan is exempt from ERISA and is subject to the Church Plan Parity and Entanglement Prevention Act of 1999. This document describes the Supplemental Healthcare Adventist Retirement Plan (SHARP Ex) for the 2022 Plan Year.

Capitalized terms used in this document are defined in the Glossary.

SHARP Options

Under SHARP Ex, retirees may choose among the following SHARP Options:

- Medical and Prescription Drug plans for those ages 65 and older will be chosen from the private Medicare Exchange Marketplace vendor, Aon Retiree Health Exchange, and
- SHARP DVH Option (Dental, Vision and Hearing)

Other healthcare assistance programs are available to certain retirees, eligible spouses and dependent children who are not entitled to Medicare. Refer to the 2022 SHARP Pre-Medicare / Non-Medicare document, and the SHARP document for participants less than age 65, who are eligible for Social Security disability and Medicare Part A and Part B, for information about those programs.

Aon Retiree Health Exchange

- Aon Retiree Health Exchange assists each Medicare-age Eligible Retiree and their Medicare-age Eligible Spouse with enrollment in a healthcare plan to supplement Medicare Part A, Part B and Medicare Part D benefits.
- Policy regarding the Health Reimbursement Account (HRA) is found on page 9 of this document.

Retirees Share in SHARP Cost

The Adventist Retirement Plan subsidizes a portion of the monthly cost for SHARP DVH coverage, based primarily on years of qualifying church service credit and the policies in place at retirement as described in the Earned Credit section. The Eligible Retiree pays the remainder of the monthly cost for SHARP DVH.

Timely Enrollment is Important

<u>There is no automatic enrollment in SHARP</u>. Retirees who do not enroll within thirty days of their eligibility will not be eligible for assistance with health care costs or the Health Reimbursement Account. An enrollment form is included at the end of this booklet.

Limited Options for Changing Benefits

There are limited opportunities to change benefit selections under SHARP Ex. It is important to read this document carefully to fully understand these limits and then select the benefit options that make sense for the Eligible Retiree and the Eligible Spouse and/or Eligible Dependent children.

ELIGIBILITY

Retiree Eligibility

To be an Eligible Retiree in the SHARP Ex Option and to enroll through the Aon Retiree Health Exchange, the Eligible Retiree must be enrolled in Medicare Parts A and B. An Eligible Retiree must have at least 15 years of qualifying service by July 1, 2020, and be:

- a beneficiary of one of the Seventh-day Adventist Retirement Plan of the North American Division and Auxiliary Benefits Z 15, The Seventh-day Adventist Hospital Retirement Plan Section Article I Section 1.26, 1.33, 1.34 (see page 10 for reference to years of service policy) or the Adventist Retirement Plan (Defined Contribution Plan), or
- 2. a beneficiary with Pre-2000 service in the Canadian Retirement Plan operated by the Seventh-day Adventist Church in Canada <u>and</u> have a retirement benefit resulting from Retirement Plan Service in either the Pre-2000 Defined Benefit Plan or the Adventist Retirement Plan. Defined Contribution Plan.

In addition, certain individuals who are otherwise eligible for healthcare assistance under special arrangements with foreign Seventh-day Adventist church entities for their resident retirees, or through other policy provisions, can remain eligible for SHARP. Non-NAD service in foreign divisions does not qualify a retiree for healthcare assistance under SHARP for those who transfer to and begin employment in the NAD after 1999.

A retired minister who has opted out of Social Security must still enroll in Medicare, paying the required rather substantial premiums Medicare may require. Without Medicare Part A and B, the retiree would not be eligible to participate in SHARP Ex. The SHARP DVH Option is the only benefit available to a retiree without Medicare Part A and B.

An Eligible Retiree who is:

1. less than age 65 may select coverage under Pre-Medicare SHARP, which offers choices of medical, DVH and Rx options. The Pre-Medicare SHARP Options are described in a separate document.

- 2. less than age 65 but is enrolled for Medicare Parts A and B because of a Social Security disability, may select coverage only from the SHARP Base, Rx and DVH Options. Please refer to the SHARP less than age 65 with Medicare as primary document.
- 3. age 65 or older may select coverage only from the SHARP Ex Option.

Spouse Eligibility

To be an Eligible Spouse in SHARP Ex, an Eligible Retiree's spouse:

- 1. must be entitled to Medicare Parts A and B, and
- 2. must be covered by a joint and survivor (J&S) spouse benefit by the Eligible Retiree under the Defined Benefit Plan, prior to July 1, 2020, (or have a similar status by election under the Defined Contribution Plan in accordance with procedures established by the Adventist Retirement Board) or be eligible under the special rules described in the section on Special Enrollment Rights Family Status Changes.

An Eligible Spouse who is:

- less than age 65 may select coverage under Pre-Medicare SHARP, which offers choices of medical, DVH and Rx Options. The Pre-Medicare SHARP Options are described in a separate document.
- 2. less than age 65 but is enrolled for Medicare Parts A and B because of Social Security disability, may select coverage only from the SHARP Options as found in the SHARP less than age 65 with Medicare as primary document.
- 3. age 65 or older may select coverage only from the SHARP Ex Option.

An Eligible Retiree's spouse who works full-time and is eligible for coverage under his/her employer's healthcare plan is not an Eligible Spouse unless he/she takes primary coverage under the employer's healthcare plan.

In instances of a previous marriage, the policy regarding retirement benefits, including healthcare, is directed by the NAD Retirement Plan policy and guidelines which may include a requirement for a court order (sometimes referred to as a QDRO). This may affect the healthcare eligibility for the current spouse and may also result in reduced healthcare assistance for the current spouse.

The Plan reserves the right to review and approve spouse eligibility in the year of the retiree's retirement. Retirees who have been married less than one year prior to retirement, may enroll their spouse in SHARP at full cost at their retirement effective date. No earned credit is applied.

Retirees who marry after their retirement effective date have a limited 30-day (from date of marriage) opportunity to enroll their new spouse in SHARP. The new non-eligible spouse is not eligible for Earned Credit, Medicare Part B reimbursement or the Health Reimbursement Account benefits. (See Section on Special Enrollment Rights).

Dependent Children Eligibility

A dependent child of an Eligible Retiree or Eligible Spouse may be eligible for coverage under Non-Medicare SHARP. An Eligible Dependent is:

- the child (including a child born to you and/or your spouse, adopted child or child under legal guardianship) of an Eligible Retiree or Eligible Spouse prior to the date of the Eligible Retiree's retirement, or a child who becomes eligible under the special rules described in the section on Special Enrollment Rights – Family Status Changes; and
- 2. under age 26;
- 3. a child who is covered under Medicare Disability benefits, until the child attains age 26.

An Eligible Dependent described above shall remain an Eligible Dependent for 60 days following the death of the Eligible Retiree (or the second to die of both the Eligible Retiree and Eligible Spouse) and shall remain covered by the then existing coverage options until the end of such 60 days, unless an earlier termination of coverage is requested in writing on behalf of the Eligible Dependent. If there is no monthly pension benefit to cover healthcare enrollment costs, payment will be required in advance for the remaining enrollment period.

Eligibility Exclusions

- 1. Beneficiaries who elect or receive healthcare benefits from the Regional Retirement Plan are not eligible to participate in SHARP Ex.
 - a. Policy Z 10 25 & Z 20 05 of the North America Division Working policy.
- 2. The SHARP Ex HRA, SHARP Pre-Medicare/Non-Medicare and SHARP less than age 65 Options are not available to individuals who have primary residence outside of the continental United States. (Enrollment in SHARP DVH, with eligible Earned Credit is allowed.)
- 3. Employees hired on or after July 1, 2020, are not eligible to participate in SHARP upon retirement.
- 4. Retirees who receive healthcare benefits under the Canadian Adventist Retirement Plan may not enroll under SHARP concurrently. [See Paragraph under Additional Accrued Pension Supplement section.]

ENROLLMENT AND ENROLLMENT CHANGES

The effective date for SHARP Ex coverage is generally the same as the retirement effective date for the Eligible Retiree. An Eligible Retiree must select SHARP Ex Options for himself/herself, as well as for any Eligible Spouse or Eligible Dependent, within 30 days of the retirement effective date.

The SHARP Ex Option requires eligibility for and enrollment in original Medicare (Parts A and B). The Health Reimbursement Account effective date is the date the Eligible Retiree or Eligible Spouse

enrolls in a medical or prescription drug insurance product through Aon Retiree Health Exchange. HRA yearly amounts are prorated based on the actual enrollment date.

Without a timely (within thirty days of eligibility) submitted and signed enrollment form from the Eligible Retiree, healthcare assistance will <u>not</u> be provided under SHARP.

Limits for Enrollment Changes

Except as provided below in the section on Delayed Enrollment Due to Other Coverage and the section on Special Enrollment Rights, each Eligible Retiree and Eligible Spouse has only the following opportunities to *elect* SHARP benefits.

- Within 30 days of the Eligible Retiree's effective date of retirement (or loss of coverage as described under the new retiree Delayed Enrollment provision below). This is the only opportunity to enroll in SHARP benefits. If SHARP benefits are declined, it is considered a permanent opt-out of benefits.
- 2. Within 30 days of loss of other coverage as described under the New Retiree Delayed Enrollment provision below. If SHARP benefits are declined, it is considered a permanent opt-out of benefits.

Additionally, an Eligible Retiree or Eligible Spouse will be offered an enrollment in SHARP Ex within 30 days of reaching age 65. The Eligible Retiree or Eligible Spouse may select any of the SHARP Ex Options. SHARP abides by the Medicare enrollment rules for medical and prescription drug coverage. If SHARP Ex benefits are declined at age 65, it is considered a permanent op-out of benefits.

➤ **Important Note**: With very limited exceptions as identified below, the coverage selected during the above-listed enrollment opportunities will remain in effect during the life of the Eligible Retiree and the Eligible Spouse.

Delayed Enrollment Due to Other Coverage - New Retiree Only

A newly Eligible Retiree may choose to delay ALL SHARP coverage, for himself/herself or an Eligible Spouse or Eligible Dependent, if at his or her retirement effective date, other healthcare coverage (VA, Tricare, Medicaid, state/federal plan, other retirement plan healthcare coverage, employer coverage; this does not include other Medicare supplemental coverage elected by the retiree) is in place. If SHARP coverage is delayed for this reason, it can only be obtained in the future if one of the criteria listed in the section 'Loss of Coverage' are met.

For such a delay to be approved, the following must occur:

- 1. Within 30 days of retirement, the Eligible Retiree must provide the following information to the SHARP Office:
 - a. the name of each person with current other coverage
 - b. the effective date of the other coverage
- 2. Within 30 days of the loss of other coverage, the Eligible Retiree must contact the SHARP Office and complete all required SHARP enrollment forms.

Loss of Coverage

For the purposes of this section, a "loss of coverage" means an involuntary loss of healthcare coverage in any one of the following events:

- (i) loss of eligibility for coverage due to termination of employment (such as an Eligible Spouse's termination of employment), or
- (ii) loss of healthcare benefits from VA, Tricare, Medicaid, state/federal plan and other retirement plan healthcare coverage.
- (iii) loss of healthcare benefits by an Eligible Retiree or Eligible Spouse as a result of legal separation, divorce or death.

"Loss of Coverage" does not include the voluntary decision of an Eligible Retiree or Eligible Spouse to terminate other, primary healthcare coverage except as described above.

The Eligible Retiree must notify SHARP of a "loss of coverage" within 30 days of the loss. Failure to notify SHARP within 30 days of a loss of coverage results in a permanent forfeiture of SHARP and SHARP Ex benefits,

Any insurance carrier issues involving a residential move by an Aon Retiree Health Exchange participant, requires the Eligible Retiree to work directly with Aon Retiree Health Exchange to identify a network in the area they are moving to.

If an insurance carrier withdraws from the healthcare market exchange, the Retiree will work directly with Aon Retiree Health Exchange to identify a new insurance carrier in their region.

Special Enrollment Rights – Changes in Family Status

An Eligible Retiree may enroll his/her newly married non-eligible Spouse or any other Eligible Dependent in SHARP as a "special enrollee" if any one of the qualifying events happens:

- 1. Marriage
- 2. Birth of a newborn
- 3. Adoption or placement of a child in the home for adoption
- 4. Loss of other healthcare coverage as described under the Loss of Coverage section of the plan.

If any one of these events happens, the Eligible Retiree **must enroll** the newly acquired non-eligible Spouse and/or Eligible Dependent **promptly**, within 30 days of the qualifying event. (Refer to the Glossary for the definition and rules regarding a non-eligible spouse. Failure to notify SHARP within 30 days of the qualifying event results in a permanent forfeiture of SHARP and SHARP Ex benefits.

Discretionary Special Enrollment

The Adventist Retirement Board may find it necessary to make significant changes in SHARP Ex. Should this occur, SHARP may provide an opportunity to change some or all elections previously made under SHARP Ex.

High Inflation Special Enrollment

Healthcare costs can fluctuate significantly. The Adventist Retirement Board will monitor costs and reserves the right to adjust retiree contributions with appropriate notice. If the three-year average percentage increase of retiree contributions towards the Pre-Medicare, Non-Medicare and Dental/Vision/Hearing options exceeds the Consumer Price Index for the previous year, SHARP may allow a special enrollment period in which Eligible Retirees are permitted to permanently drop one or more options.

Pre-Medicare SHARP Expiration

If an Eligible Retiree or Eligible Spouse is enrolled in Pre-Medicare SHARP upon reaching age 65, Pre-Medicare SHARP coverage will be terminated. An open enrollment is available to the individual turning age 65 to enroll in the SHARP Ex Option. Refer to the SHARP Pre-Medicare/Non-Medicare document for plan guidelines.

Re-Employment

If an Eligible Retiree or Eligible Spouse returns to full-time employment for a participating church employer, subsequent to enrollment in SHARP Ex and becomes eligible for participating in the church employer healthcare coverage, SHARP requires the Eligible Retiree and/or Eligible Spouse to terminate benefits in SHARP Ex. To be reinstated into SHARP-Ex, a written request, with documentation of loss of coverage, must be submitted to the SHARP Office within 30 days of the loss of coverage.

Surviving Retiree or Eligible Spouse and Non-Eligible Spouse

Upon the death of either the covered Eligible Retiree or Eligible Spouse/Eligible Dependent, SHARP will cease deductions for the deceased beneficiary.

Your Spending Account (YSA) will transfer any remaining HRA funds to the surviving spouse.

A surviving Eligible Retiree, Eligible Spouse enrolled in SHARP DVH benefits or SHARP - less than age 65 with Medicare primary benefits, will have a 30-day open enrollment period during which he/she may amend the coverages which are in place at the covered beneficiary's date of death. The enrollment for coverage rules is described on page 5.

If an Eligible Retiree dies prior to retirement, the surviving Eligible Spouse may enroll in SHARP upon the deceased Eligible Retiree's 65th birthday and completion of a retirement application.

A surviving non-eligible or non-Joint and Survivor spouse SHARP benefits terminate 30 days following the death of the Eligible Retiree.

Requested Termination of Benefit

If, at the request of the Eligible Retiree or Eligible Spouse, SHARP Ex benefits are discontinued, the termination of the HRA benefit will be considered permanent and will not be reinstated. This termination rule applies even if the person otherwise meets the requirements for a SHARP Ex open enrollment period described in the Limits for Enrollment Changes section.

If an Eligible Retiree or Eligible Spouse currently enrolled in the SHARP DVH Option, then terminates the SHARP DVH Option, the termination is a permanent and lifetime stop of the benefit. This includes

requests to temporarily stop the benefit while residing outside the United States.

If coverage is terminated due to a return to employer healthcare coverage, the Eligible Retiree, Eligible Spouse and Eligible Dependent will be eligible to re-enroll upon meeting the Loss of Coverage rules outlined in this document.

Your Responsibility to Report Family Changes

Since SHARP may be unaware of family changes that might affect you and your family member's eligibility for the Plan or the proper administration of the Plan, it is your responsibility to report changes in eligibility of general family or other status to SHARP within 30 days of the change. Failure to do so may hamper SHARP's ability to effectively administer benefits under the Plan. Examples of the types of changes that you must report are marital status changes such as divorce, return to full time employment, disability status, loss of disability status of a dependent child, change in address/telephone number and eligibility for Medicaid or SCHIP premium assistance.

It is your responsibility to report changes in eligibility or general family or other status changes to SHARP. This includes divorces and children turning age 26. It is considered fraud on the Plan if you fail to report events that result in an individual's ceasing to be eligible for the Plan. You may repay to the Plan any benefits that were erroneously paid for an ineligible family member (such as a child who lost eligibility for the Plan) due to your failure to report family changes to the Plan.

HEALTH REIMBURSEMENT ACCOUNT (HRA) AND EARNED CREDIT ELIGIBILITY AND AMOUNTS

SHARP Ex Health Reimbursement Account (HRA) and Earned Credit

The Adventist Retirement Board has established a Health Reimbursement Account (HRA) to be administered through the SHARP Ex Option. An HRA is a tax-free reimbursement account established for each Eligible Retiree and Eligible Spouse based upon the rules as stated below. An HRA and Earned Credit is calculated for Eligible Retirees based on years of Retirement Plan Service. The HRA and Earned Credit is the monthly amount that is made available to assist an Eligible Retiree with the costs of the SHARP DVH Option if selected and provide the HRA amount for the SHARP Ex Option.

Each Eligible Retiree and each Eligible Spouse will receive his/her own HRA or Earned Credit. That means that both the Eligible Retiree and Eligible Spouse who are covered under SHARP Ex, will each receive an HRA or Earned Credit for SHARP Ex and SHARP DVH. To receive the HRA, you must enroll in a medical or prescription drug plan through the Aon Retiree Health Exchange. (See Appendix A regarding Medicare guidelines) If an Eligible Retiree or Eligible Spouse terminates a qualifying insurance product through the Aon Retiree Health Exchange mid-year, the HRA benefit terminates as well. This includes termination of the insurance product for lack of premium payment. The HRA termination will be considered a lifetime termination of the HRA benefit. Any remaining and/or rolled over HRA funds are only available thru the end of the current Plan year.

If eligible for a Pre-Medicare SHARP Earned Credit, an Eligible Retiree or Eligible Spouse who selects benefits under the Pre-Medicare SHARP will receive two Earned Credits: an Earned Credit for Pre-Medicare SHARP and another Earned Credit for Pre-Medicare DHV and Rx SHARP. The Non-Medicare SHARP receives a separate Earned Credit.

The Earned Credit is applied to the total cost of the DVH Option. If the cost of the SHARP DVH selection exceeds the Earned Credit, the balance will be withheld from the Eligible Retiree's monthly retirement benefits (or direct billing arrangements are made if no retirement benefit is available). If the cost of the SHARP DVH Option is less than the Earned Credit, the amount left over is neither paid to the Eligible Retiree, nor can it be used to cover another family member.

SHARP DVH Earned Credit may only be used for SHARP DVH. This applies to Pre-Medicare SHARP and Non-Medicare SHARP as well. Pre-Medicare and Non-Medicare SHARP covered members may only use their Earned Credit for that category of coverage.

Determining the Earned Credit Category

The category in the Earned Credit Table is determined based on the sum of years of Retirement Plan Service from the following sources:

- Pre-2000 years under the Defined Benefit Plan
- Post-1999 years under the Defined Contribution Plan for employees hired before January 1, 2000
- Years from January 1, 2000, through June 30, 2020, under the Defined Contribution Plan, for employees hired on or after January 1, 2000. Employees with only Defined Contribution Plan service cease accruing service credit for SHARP healthcare assistance beginning July 1, 2020.

- 2000-2004 under the "career completion option" under the Defined Benefit Plan
- Pre- 2000 years under the Canadian Retirement Plan
- Non-NAD service in foreign divisions for certain of those who transferred to and began employment in the NAD <u>before</u> 2000.
- Pre-2000 years under the Bermuda Retirement Plan
- Pre-2000 years under the Kettering College of Medical Arts

Important Note for retirees with Adventist hospital service: Years of service with the Adventist hospital system generally do not count as Retirement Plan Service under SHARP. Exceptions to this exclusion include those who retired prior to 1991 and those 'grandfathered' employees who, on December 31, 1991, were in denominational employment and were 55+ years of age with 25+ years of service credit, as determined under SHARP in effect in 1991.

Eligibility for the HRA or Earned Credit

Those eligible to participate in SHARP are eligible for a Health Reimbursement Account (HRA) or Earned Credit as follows:

• For an Eligible Retiree:

- o The Eligible Retiree is at least age 65, or
- The Eligible Retiree is less than age 65 but has 40 years of qualifying Retirement Plan Service, or
- The Eligible Retiree was eligible for early retirement prior to 2003, regardless of when retirement occurred, and was determined eligible for healthcare assistance with 15 or more years of Retirement Plan Service.
- o The Eligible Retiree's primary residence is within the United States.

• For an Eligible Spouse:

- o The Eligible Retiree must be eligible for an HRA or Earned Credit,
- o The Eligible Spouse must have been an Eligible Spouse as of the Eligible retiree's retirement effective date, and
- No age requirement applies for the Eligible Spouse.
 The Eligible Retiree/Spouse's primary residence is within the United States.

• For an Eligible Dependent:

- o The Eligible Retiree must be eligible for an HRA or Earned Credit,
- o The Eligible Dependent must be under age 26, and
- The child must have been determined to be an Eligible Dependent as of the retiree's retirement effective date or meet the rules of Special Enrollment Rights-Change in Family Status requirements.
- o The Eligible Dependent's primary residence is within the United States.

• Future Eligibility for Earned Credit

- Eligible Retirees who are under age 65 and have fewer than 40 years of Retirement Plan Service (who are thus not eligible for an Earned Credit) may participate in Pre-Medicare SHARP, and the DVH or Rx Options, at their own cost.
- o An Eligible Retiree will become entitled to an HRA or Earned Credit once he/she meets the HRA and Earned Credit eligibility as described above.

o An Eligible Spouse and/or Eligible Dependent will qualify for an HRA or an Earned Credit *only* when the Eligible Retiree qualifies for an Earned Credit.

SHARP Ex Catastrophic Prescription Drug HRA Benefit

Eligible Retirees who attain a prescribed level of Medicare D prescription drug costs, may be eligible for a Catastrophic HRA Benefit through Aon Retiree Health Exchange. The Retiree must qualify for the standard HRA based upon the rules listed on page 9 of this document. The Eligible Retiree must use the set guidelines outlined at Aon Retiree Health Exchange and apply for the Catastrophic Benefit through Aon Retiree Health Exchange's Your Spending Account. Retirees are not obligated to exhaust the standard HRA for the Catastrophic HRA benefits to begin.

	2022 HRA ANNUAL CONTRIBUTION TABLE*				
Category	Years of qualifying church service	DVH Annual Contribution per member	HRA Annual Contribution per member	Total Annual Contribution per member	
Α	35+	\$780	\$1620	\$2400	
В	30-34	\$696	\$1464	\$2160	
С	25-29	\$612	\$1308	\$1920	
D	20-24	\$528	\$1152	\$1680	
E	15-19	\$444	\$996	\$1440	
F	8-14*	\$360	\$840	\$1200	
G	1-7*	\$276	\$624	\$900	

^{*}Divorce shared service

If the Retiree opts out of DVH, the DVH contribution will be added to the HRA contribution. This is a life-time decision and the Retiree cannot enroll in SHARP DVH in the future, unless they have an age-65 open enrollment.

2022 DVH TABLE							
Years of qualifying church service	35+	30-34	25-29	20-24	15-19	8-14*	1-7*
Category	Α	В	С	D	E	F	G
DVH Cost/Month	\$102	\$102	\$102	\$102	\$102	\$102	\$102
(Less EC)	(\$65)	(\$58)	(\$51)	(\$44)	(\$37)	(\$30)	(\$23)
Total Cost	\$37	\$44	\$51	\$58	\$65	\$72	\$79

*Based on eligibility

**Note: The columns above showing less than 15 years of service credit are for special situations such as divorce and pre-retirement re-marriage where a residual amount of healthcare is available to a new spouse. Eligibility for SHARP participation requires 15 years of service credit as defined in the Glossary under Retirement Plan Service.

Additional Accrued Pension Supplement

The Eligible Retiree or Eligible Spouse with combined Defined Benefit and Defined Contribution service credit is eligible to receive reimbursement for a percentage of the regular Medicare Part B premium if the <u>individual</u> is at least age 65 <u>and</u> the Eligible Retiree has 15 or more years of service credit, as defined in the Glossary under Retirement Plan Service, and is eligible for an Earned Credit (Pre-65 retirees must have 40 years of service credit to be eligible for an Earned Credit, which would then grant the Eligible spouse over age 65 partial reimbursement for Medicare Part B premiums). Notwithstanding the foregoing, neither (i) a retiree who receives a benefit from the Adventist Retirement Plan in the form of a lump sum, not (ii) any spouse in respect of such a retiree, shall receive an Additional Accrued Pension Supplement under SHARP.

If the effective retirement date is January 1, 2015, or later, and the Eligible Retiree has only post-1999 service (Defined Contribution), there is no Additional Accrued Pension Supplement benefit for the Eligible Retiree or Eligible Spouse.

The Additional Accrued Pension Supplement was frozen January 1, 2015 and is based on \$104.90. A copy of the Medicare Health Insurance card must be submitted to the SHARP Office for the reimbursement to be included in the monthly retirement benefits. Cards submitted after the Medicare Part B effective date will be retroactively reimbursed to the later of the Medicare Part B effective date or the Eligible Retiree's retirement effective date, but for no more than 12 months of retroactive reimbursement per covered member.

Participants in the Canadian Retirement Plan <u>and</u> the Adventist Retirement Plan who are eligible for healthcare assistance may only participate in one healthcare plan at a time. They must choose between SHARP and the Canadian healthcare plan. Based upon primary residence they may change from one plan to the other no more frequently than every 18 months. The Additional Accrued Pension Supplement may be reimbursed to those who qualify even if they are not participating in SHARP and are participating in the Canadian healthcare plan, if they remain enrolled in Medicare B.

	Addition	al Accrued *Based	d Pension on \$104.9		ent		
SHARP Category	Α	В	С	D	Е	F	G
Years of Retirement Plan Service	35+	30-34	25-29	20-24	15-19	8-14**	1-7**
Reimbursement	90%	80%	70%	60%	50%	40%	30%
Monthly Reimbursement	\$94.41	\$83.92	\$73.43	\$62.94	\$52.45	\$41.96	\$31.47

^{**}Note: The columns above showing less than 15 years of service credit are for special situations such as divorce and pre-retirement re-marriage where a residual amount of healthcare is available to a new spouse.

DENTAL, VISION, HEARING (DVH) OPTION

The DVH Option includes coverage for dental, vision and hearing services.

A retiree must make the decision to enroll in the SHARP DVH Option within 30 days of the retirement effective date or the Loss of Coverage effective date. If the retiree/spouse will be billed by SHARP for the monthly cost of the DVH Option, the ACH Authorization Form must be completed before the DVH Option will be activated. Once enrolled the retiree/spouse must remain enrolled in the benefit for the full calendar year* and make the required monthly payments. Non-payment of the SHARP DVH Option monthly costs may impact access to other benefits. If a retiree/spouse terminates the SHARP DVH Option during a non-open enrollment period, the termination will be a permanent and lifetime stop of the benefit.

A retiree or eligible spouse who enrolls in the SHARP DVH Option at any time during a plan year must remain in the benefit and pay the premiums for the benefit, for the full year. Failure to pay premiums will result in a permanent termination of the benefit.

*NOTE: Enrollment in Hospice and/or Medicaid allows for a mid-year termination of benefits with the option to re-enroll should the Eligible retiree/spouse lose the Hospice and/or Medicaid benefit.

The Dental benefit provides coverage for dental services based upon reasonable and customary fees for the geographical area in which the services are rendered. SHARP will pay 80% of reasonable and customary fees, subject to a calendar year SHARP maximum paid amount of \$2,200. Any expenses above this maximum amount are not eligible expenses under SHARP. Unused dental benefits may not be rolled over into the next calendar year. Services that begin in one calendar year will have a date of service in that calendar year. Prior authorization is not required.

The covered member is responsible for the 20% coinsurance on approved charges. Fees above the annual SHARP maximum paid amount and any charges above reasonable and customary fees are the responsibility of the member.

Covered Dental Benefits

- Two cleanings per calendar year. Up to two additional cleanings may be authorized if recommended by a dentist for treatment of periodontal disease
- One set of bite wing x-rays per calendar year
- Extractions and periodontal treatment
- Full mouth/panorex x-ray every 3 calendar years
- Implants (Caution: one implant may take your full annual limit)
- Application of fluoride twice per calendar year
- Fillings
- Root canal therapy
- Crowns/bridges/partials/dentures
- Anesthesia, if medically necessary

Dental Exclusions

- Orthodontic treatment
- TMJ/TMD treatment
- Jaw surgery
- Temporary crowns or bridges
- Experimental treatments/procedures
- Cosmetic services
- Toothbrushes
- Treatment by Household Members. The Plan does not cover services of a person who ordinarily resides in the home of the patient.

The Vision benefit provides coverage for services including refraction exam, corrective lenses, frames and related expenses. SHARP will pay 80% of the billed costs subject to a calendar year SHARP maximum paid amount of \$400.

The covered member is responsible for the 20% coinsurance on approved charges. Fees above the calendar year SHARP maximum paid amount are the responsibility of the member. Surgery or other procedures considered to be medical in nature are not covered under the Vision benefit but may be covered by Medicare. Unused Vision benefits may not be rolled over into the next calendar year.

The Hearing benefit provides coverage for services including hearing tests, hearing aids and the repair of hearing aids. SHARP will pay 80% of the costs subject to a calendar year SHARP maximum paid amount of \$2,200. The covered member is responsible for the 20% coinsurance and charges above the calendar year SHARP maximum paid amount. The Hearing benefit has a **one year 'look-back' provision** which allows the payment of any unused benefits from the previous calendar year to be used in the current calendar year.

Schedule of SHARP DVH Benefits			
January 1 - December 31 SHARP You			You
Dental	\$2,200 person/year*	80%	20%
Vision	\$400 person/year*	80%	20%
Hearing	\$2,200 person/year*	80%	20%

Note: * refers to the payment rules as noted above.

SHARP BILLING PROCESS

SHARP Monthly Statement/Invoice Process

SHARP deducts the monthly cost for the SHARP coverage selected from the retiree pension. If there are no monthly pension funds or the pension funds are insufficient to cover the cost, the retiree must make advance monthly payments to SHARP. This payment must be received by the SHARP department prior to the start of coverage. If there is a default on payment of the monthly cost, the SHARP coverage will be terminated. This will be a lifetime termination of coverage.

Retirees are required to participate in an ACH/Automatic Debit payment to be enrolled in SHARP Billing. Upon enrollment, the retiree will provide SHARP with a signed ACH Authorization form including bank information for the ACH withdrawal.

Retirees are billed monthly. Payments are withdrawn/debited by the 15th of each month prior to coverage. If the initial enrollment is such that a retroactive payment is required, the retroactive payment will be separate from the regular monthly payment.

An enrollment letter will provide the retiree with the guidelines and the ACH process. See Appendix for additional information.

COORDINATION OF BENEFITS

SHARP DVH is an employer-sponsored plan for retirees. A member who enrolls in SHARP DVH during the Plan year will have access to full limits and will be subject to full deductibles without pro-ration.

SHARP is not insurance. It is a retirement healthcare benefit available to those who have met certain requirements described in this document and cannot be required to be primary for any other healthcare benefits the retiree may be enrolled in (including a retiree supplemental reimbursement program for Medicare Part B premium, an auto policy or Worker's Compensation, etc.).

SHARP DVH Coordination Rule:

SHARP DVH Option is considered the primary DVH benefit for the member and does not coordinate with other DVH plans.

SHARP Medical Coordination Rules:

SHARP Ex medical and prescription drug coordination of benefit rules are determined by the insurance carrier the member enrolled with through the Aon Retiree Health Exchange. SHARP Ex does not participate in medical or prescription drug coordination of benefits with these carriers.

Medicare is primary for all medical services for a covered member who has reached age 65, regardless of whether or not the member has applied for and /or obtained Medicare Part A and B coverage.

Medicaid

Covered members who are receiving Medicaid benefits should consult with the appropriate state agency to determine whether SHARP Ex should be retained. The Medicaid program may be dual-eligible with the Medicare program. SHARP Ex will abide by state rules and regulations to determine primary responsibility and may terminate SHARP benefits. Please contact the Aon Retiree Health Exchange for assistance with coordinating Medicare and Medicaid benefits.

FILING CLAIMS

All claims for the SHARP Ex Option will be managed by the insurance carrier the member is enrolled with.

Timely Filing Requirements - SHARP DVH Option:

All dental, vision and hearing claims must be filed within one year of the date of service. Misplaced or uncashed reimbursement checks are not re-issued after more than 12 months after the date of issue.

Dental, Vision and Hearing providers may bill ARM directly.

Paper Claims Address (on the SHARP ID card):

WebTPA/Adventist Risk Management PO Box 1928 Grapevine, TX 76099-1928

- WebTPA/Adventist Risk Management will provide an Explanation of Benefits for claims processed.
- Claims paid first by the covered member should be submitted with clear proof of payment and a request for reimbursement to be paid to the covered member. Such claims should be mailed to Adventist Risk Management, Inc. at the address listed above or as shown on the back of the SHARP ID card.

APPEALS OF DENIED DVH CLAIMS

The following measures have been adopted to ensure that an appeal of denied eligibility or a claim for the SHARP DVH Option will be handled promptly in a fair, reasonable and consistent manner.

The Eligible Retiree or Eligible Spouse enrolled through the SHARP Ex Option, must follow the appeal process as listed by the insurance carrier they enrolled with through the Aon Retiree Health Exchange for all medical and prescription drug claims. The Aon Retiree Health Exchange provides an advocacy service to assist the retiree with disputes. Call 1-844-360-4714 or contact your Aon Benefit Advisor directly. SHARP will not be involved in medical or prescription drug claim disputes.

If an Eligible Retiree or Eligible Spouse/Eligible Dependent disputes a SHARP eligibility denial or a SHARP DVH claim denial as incorrect, he/she may have the denial reconsidered by submitting an appeal in writing.

Any appeal must be submitted within the timeline of 12 months from the date of service for the claim.

Adventist Retirement Appeals Procedures

The following appeal procedures apply to SHARP eligibility or SHARP DVH claims denied for benefits under SHARP. Plan information may be downloaded¹ by Eligible Retirees and Eligible Spouses. The documents are maintained and amended from time to time by the Adventist Retirement Board, under authority delegated to it by the NAD.

An Eligible Retiree or Eligible Spouse/Eligible Dependent or his/her authorized representative (also referred to as the "claimant") may request a review of a denial of eligibility, dental, vision or hearing benefits under SHARP. The SHARP Office (in this section referred to as the "Plan Administrator" including the person or committee who has been designated by the Plan Administrator) shall have without limitation, discretionary power to make all determinations that SHARP requires for its administration, and to construe and interpret SHARP whenever necessary to carry out its intent and purpose and to facilitate its administration, including but not by way of limitation, the discretion to grant or deny claims for benefits under SHARP.

Subject to the claimant's right to have the denial of a formal claim reviewed (as explained below), all rules, regulations, determinations, constructions and interpretations made by the Plan Administrator (including the person or committee who has been designated by the Plan Administrator) shall be conclusive and binding.

The Plan Administrator will process claim and appeal determinations in accordance with the HIPAA privacy rules. The Plan Administrator will use and disclose protected health information in accordance with HIPAA obligations. Generally, all identifiable health information will be removed before the appeal is submitted to the Level II and Level III review committees (described below). To the extent, it is not feasible to remove identifiable health information; the information will be disclosed to the committees only to the extent permitted by HIPAA. In final appeals, it may be necessary for the claimant to submit a HIPAA-compliant authorization in order for the committees to consider an appeal. All medical information submitted by a claimant with respect to an appeal will be treated as confidential information.

The terms of SHARP govern the administration of SHARP. The Plan Administrator must interpret SHARP in accordance with its terms. The Plan Administrator cannot grant variance from Plan terms and policies. For example, the Plan Administrator cannot change the terms of SHARP to overturn a benefit determination based upon:

- Documentation of employer promises to provide service credit for ineligible employment;
- Testimonials by employers that an employee qualified for credit when the employee's service record does not support such testimony;
- Requests for benefit enhancements because of proximity to a benefit threshold; or
- Need-based enhancement of benefits.

Review Process

There are three levels of appeal. All appeal levels must be exhausted prior to filing any civil action for benefits under SHARP.

¹ Plan information may be found on the Retirees tab at <u>www.adventistretirement.org</u>

Level I: Plan Administrator ReviewLevel II: SHARP Committee Review

• Level III: Board Appeal Committee Review

Level I Appeal

A claimant may file a request for a review of the initial claim determination by submitting a request in the form required by the Plan Administrator. The request for appeal must be submitted in writing to the address below and must be filed within 45 days after the date of SHARP's initial claim determination.

Attn: Administrative Appeal Adventist Retirement 9705 Patuxent Woods Dr. Columbia, MD 21046

The appeal request should include the claimant's name, address, contact phone number, email address and SHARP DVH member ID number. If a claimant is an authorized representative of the Eligible Retiree or Eligible Spouse/Eligible Dependent, the claimant must present evidence of his or her authority to act on behalf of the Eligible Retiree or Eligible Spouse/Eligible Dependent.

The claimant should also include a copy of SHARP's initial claim determination and the basis upon which the appeal is being made. If appropriate, this information will include a reference to SHARP policy provisions which the claimant believes supports his or her claim for benefits. The claimant may also submit any other information to the Plan Administrator in support of the claimant's position.

A designated Administration team for the Plan Administrator will review the appeal and relevant information provided by SHARP to make a determination with respect to whether SHARP policy was appropriately interpreted, and calculations appropriately done. The Plan Administrator's Level I decision will be provided to the claimant in writing within 30 days of the receipt of the appeal, unless the Administration team determines that special circumstances require an extension of time to consider the claim. A claimant will be notified in the event an extension is necessary or additional information must be provided. Once all necessary information is provided by the claimant, the designated Administration team will consider the claim and respond to the claimant in writing within 30 days.

Level II Appeal

If the Plan Administrator does not grant the claimant's Level I appeal, the claimant may submit a Level II appeal to:

Secretary, SHARP Committee Adventist Retirement 9705 Patuxent Woods Dr. Columbia, MD 21046

The appeal must be sent in writing to the applicable address above within 45 days of the date of the Level I appeal determination notification. The appeal must include a description of the basis upon which the Level II appeal is being made.

A claimant may submit any additional written documentation in support of his or her claim but is not permitted to appear in person before the committee. The SHARP Committee generally will not consult an independent medical examiner to review a claim; however, a claimant may submit any additional evidence in support of his or her position with respect to the claim, including the opinion of a medical examiner.

The SHARP Committee generally meets on a quarterly basis and will review the facts of the determination to determine whether the Level I response was appropriate and in accordance with the terms of SHARP. The SHARP Committee will consider the appeal at the next scheduled meeting which occurs so long as the Level II appeal information is received at least 10 days prior to the date of the regularly scheduled meeting.

The SHARP Committee will review the Level II appeal record provided by the Plan Administrator. The applicable committee may request additional information from the claimant. The SHARP Committee will notify the claimant of its decision regarding the appeal in writing and within 10 days after the committee meeting in which the appeal was considered, unless special circumstances require an extension of time in which to consider the claim. A claimant will be notified in the event an extension is necessary or additional information must be provided.

Level III Appeal

A claimant may request a final appeal by submitting a written request to the Retirement Appeals Committee for review of a determination made by the SHARP Committee under a Level II Appeal.

A written request for appeal must be submitted within 45 days of the date of the Level II appeal determination notification to:

Chairman, Retirement Appeals Committee Adventist Retirement 9705 Patuxent Woods Dr. Columbia, MD 21046

The appeal must include a description of the basis upon which the appeal is being made. A claimant requesting a final appeal of a claim must complete a HIPAA-compliant authorization in order to authorize the release of appeal information to the Retirement Appeals Committee. A claimant may submit any additional written documentation in support of his or her claim but is not permitted to appear in person before the committee. The Retirement Appeals Committee will review the Level I and the Level II appeal records provided by the Plan Administrator. The Retirement Appeals Committee generally will not consult an independent medical examiner to review a claim; however, a claimant may submit any additional evidence in support of his or her position with respect to the claim, including the opinion of a medical examiner.

The Retirement Appeals Committee is made up of individuals appointed by the Adventist Retirement Board. The Retirement Appeals Committee does not include any employees who work with Plan administration, although the Plan Administrator will meet with the Retirement Appeals Committee to assist the committee members in understanding SHARP policies and the history of this and similar cases.

The Retirement Appeals Committee will meet on an as-needed basis and will respond to the claimant in writing within 60 days of receipt of the Level III appeal, unless special circumstances require an extension of time in which to consider the appeal. A claimant will be notified in the event an extension is necessary or additional information must be provided.

Medicare Appeal Process

The Medicare appeal process can be found by visiting www.medicare.gov/publications in the booklet "Medicare Appeals." You may also call Medicare at 1-800-MEDICARE (1-800-633-4227).

HIPAA

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") protects the privacy of certain types of individual health information, regulates the use of such information by SHARP and imposes certain security protection measures concerning electronic health information. The Department of Health and Human Services has issued regulations on this subject that can be found at 45 CFR parts 160 and 164 ("HIPAA Regulations"). The individual health information that is protected ("Protected Health Information" or "PHI") is any information created or received by SHARP that relates to:

- 1. your past, present or future physical or mental health or your past, present or future physical or mental condition,
- 2. the provision of health care to you, or
- 3. past, present, or future payment for health care.

However, HIPAA allows medical information, including PHI, to be disclosed by SHARP to the Adventist Retirement Board for uses permitted under HIPAA. Details regarding uses of PHI are available in the Adventist Retirement Plans *Notice of Privacy Practices*. This notice explains how certain health information about you and your covered dependents may be used or released by SHARP. If you wish to obtain a copy of the *Notice of Privacy Practices*, it is located on the Retirement website at www.adventistretirement.org. You may print it or call 443-391-7301 to request a copy.

The North American Division of Seventh-day Adventist Retirement Plans is the plan sponsor of the Supplemental Healthcare Adventist Retirement Plan. The Adventist Retirement Board of Trustees has been given the authority by the North American Division to oversee and administer the Plan. The Board, in turn, has authorized Adventist Risk Management, Inc. to administer the Plan claims on a day-to-day basis. The Plan is required by law to provide you with a copy of this Notice.

NOTICE OF PRIVACY PRACTICES

General Provisions

This Article of the Plan applies to the uses and disclosures of Protected Health Information ("PHI") made on or after April 14, 2004.

Uses and Disclosures of PHI

The North American Division of Seventh-day Adventist Retirement Plans/SHARP may use and disclose a Participant's PHI for Plan Administration Functions, including, but not limited to, Treatment, Payment, and Health Care Operations. Notwithstanding anything to the contrary herein, the Sponsor may only use and disclose PHI to the extent of, and in accordance with, the uses and disclosures described in the Plan's notice of privacy practices (as in effect at the time in question), as permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or as otherwise Required by Law.

Restriction on Plan's Disclosure to the Sponsor

Except as otherwise permitted or required by Law, neither Plan, nor any of its Business Associates, shall disclose PHI to the Sponsor except upon receipt of a certification from the Sponsor that the Plan has been amended to include the provisions of this Article.

Privacy Agreements of the Sponsor

As a condition for obtaining PHI from the Plan and its Business Associates, the Sponsor agrees it will:

- a. Not use or further disclose such PHI other than
 - 1) as permitted or required by Section of this Article,
 - 2) as permitted by 45 Code of Federal Regulations ("CFR") Section 164.508, 45 CFR Section 164.512, or other sections of the regulations under HIPAA, or
 - 3) as Required by Law.
- b. Ensure that any of its agents, subcontractors, and other parties to whom it provides PHI received from the Plan agrees to the same or substantially similar restrictions and conditions that apply to the Sponsor with respect to such information. To be considered substantially similar, such restrictions and conditions must meet the requirements of 45 CFR Section 164.504(f)(2)(ii)(B).
- c. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Sponsor.
- d. Report to the Plan any use or disclosure of PHI inconsistent with this Article of which the Sponsor becomes aware.
- e. Make available PHI in accordance with the access requirements in 45 CFR Section 164.524 and for amendment in accordance with 45 CFR Section 164.526; and incorporate any amendments to PHI in accordance with the requirements of 45 CFR Section 164.526.
- f. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528.
- g. Make the Sponsor's internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining

- compliance by the Plan with HIPAA's administrative simplification requirements. No attorney-client, accountant-client, or other legal privilege or the work product rule shall be or shall be deemed to have been waived by complying with this provision.
- h. If feasible, return or destroy all PHI received from the Plan that the Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made. If such return or destruction is not feasible, the Sponsor shall limit further uses and disclosures to those purposes that meet the requirements of HIPAA and that make the return or destruction of the information infeasible.
- i. Ensure that there is adequate separation between the Plan and the Sponsor by implementing the terms of Section of this Article.

Adequate Separation between the Plan and the Sponsor

Any officer or employee of the Sponsor who serves as a fiduciary with respect to the Plan, and any officer or employee of the Sponsor (including, but not limited to, benefits, audit, legal, accounting, and systems personnel) who, from time to time in the ordinary course of business of the Sponsor, perform Plan Administration Functions related to the Plan, may be given access to PHI received from the Plan, subject to the following restrictions:

- a. These persons may only have access to, and use and disclose, PHI for Plan Administration Functions that are performed by the Sponsor for or on behalf of the Plan; and
- b. These persons shall be subject to disciplinary action and sanctions in accordance with the policies of the Sponsor, up to and including termination of employment, for any use or disclosure of PHI in breach of, or in violation of, or in noncompliance with, the provisions of this Article or the law. The Sponsor shall arrange to maintain records of such violations, as well as disciplinary and corrective measures taken with respect to each incident.

Privacy Amendment and Security

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") protects the privacy of certain types of individual health information, regulates the use of such information by the Plan and imposes certain security protection measures concerning electronic health information. The Department of Health and Human Services has issued regulations on this subject that can be found at 45 CFR parts 160 and 164("HIPAA Regulations"). The individual health information that is protected ("Protected Health Information" or "PHI") is any information created or received by the Plan that relates to:

- 1. Your past, present or future physical or mental health or your past, present or future physical or mental condition
- 2. the provision of health care to you or
- 3. past, present, or future payment for health care

However, HIPAA allows medical information, including PHI, to be disclosed by the Plan to the Plan Sponsor and to be used by the Plan Sponsor (the North American Division of Seventh-day Adventist Retirement Committee). The permitted disclosures to and uses by the Plan Sponsor of medical information are as follows:

- The Plan may disclose summary health information to the Plan Sponsor if the Plan Sponsor requests the summary information for the purpose of a) obtaining premium bids for providing insurance coverage; or b) modifying, amending, or terminating the Plan ("Summary Information"). The Plan Sponsor may use Summary Information so received from the Plan only for these two listed purposes.
- 2. The Plan may disclose to the Plan Sponsor, and the Plan Sponsor may use, information on whether an individual is participating in the Plan or is enrolling or dis-enrolling in the Plan.
- 3. The Plan may disclose PHI to the Plan Sponsor and/or the Plan Sponsor may use such PHI if you have specifically authorized in writing such disclosure and/or use.
- 4. The Plan may disclose PHI to the Plan Sponsor, and the Plan Sponsor may use PHI, to carry out plan administration functions, such as activities relating to:
 - a. obtaining premiums or to determining or fulfilling responsibility for coverage and provision of benefits under the Plan
 - b. payment for or obtaining or providing reimbursement for health care services – Payments under this Plan generally are made either to the health care provider or to the retiree. All Participants should be aware that the Plan and the Plan Sponsor will be providing PHI concerning all dependents of an employee to the employee as part of the Explanation of Benefits and when reimbursing the employee for covered services under the Plan. If there is some reason why a dependent (spouse or child) of a retiree does not want the retiree to receive PHI, the dependent should so inform his or her healthcare provider and should also contact the Plan Administrator
 - c. determining eligibility for the Plan or eligibility for one or more types of coverage or benefits provided under the Plan
 - d. coordination of benefits or determinations of co-payments or other cost sharing mechanisms
 - e. adjudication and subrogation of claims, billing, claims management, collection activities and related health care data processing
 - f. payment under a contract for reinsurance
 - g. review of health care services with respect to medical necessity, coverage under the health plan, appropriateness of care, or justification of charges
 - h. utilization review activities, including precertification and preauthorization of services and concurrent and retrospective review of services
 - disclosure to consumer reporting agencies of any of the following PHI regarding collection of premiums or reimbursement: name and address, date of birth, Social Security Number, payment history, account number and name and address of the health plan

- j. medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs
- k. business planning and development, such as conducting costmanagement and planning-related analyses relating to managing and operating the Plan, including formulary development and administration and/or the development or improvement of methods of payment
- I. resolution of internal grievances
- m. prosecution or defense of administrative claims or lawsuits involving the Plan or Plan Sponsor
- n. conducting quality assurance and improvement activities, case management and care coordination
- o. evaluating health care provider performance or Plan performance
- p. securing or placing a contract for reinsurance of risk relating to health care claims, other activities relating to the renewal or replacement of stop-loss or excess of loss insurance
- q. contacting health care providers and patients with information about treatment alternatives These uses and disclosures are consistent with HIPAA Regulations.

The Plan Sponsor has agreed to (and the Plan has received a certification from the Plan Sponsor evidencing such agreement) the following restrictions:

- 1. The Plan Sponsor will not use or further disclose the PHI except a) as described above or b) as otherwise required by law.
- 2. Any agents or subcontractors of the Plan Sponsor to whom the Plan Sponsor provides PHI will agree to the same restrictions and conditions on the use and disclosure of PHI that apply to the Plan Sponsor. Any agents or subcontractors of the Plan Sponsor to whom the Plan Sponsor provides electronic PHI must agree to implement reasonable and appropriate security measures to protect the information.
- 3. The Plan Sponsor will not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- 4. The Plan Sponsor will report to the Plan any use or disclosure of the PHI that is inconsistent with the permitted uses and disclosures of which the Plan Sponsor becomes aware. The Plan Sponsor will report to the Plan any security incident of which the Plan Sponsor becomes aware.
- 5. The Plan Sponsor will give you access and provide copies to you of your PHI in accordance with the HIPAA Regulations.
- 6. The Plan Sponsor will allow you to amend your PHI in accordance with the HIPAA Regulations.
- 7. The Plan Sponsor will make available PHI to you in order to make an accounting of PHI in accordance with the HIPAA Regulations.
- 8. The Plan Sponsor will make available its internal practices, books and records relating to the use and disclosure of PHI received from the Plan to

- the Secretary of Health and Human Services (or the Secretary's designee) for determining compliance by the Plan with the HIPAA Regulations.
- 9. The Plan Sponsor will, if feasible, return or destroy all protected PHI received from the Plan and retain no copies of the PHI when no longer needed for the purpose for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
- 10. The Plan Sponsor will, if feasible, return or destroy all protected PHI received from the Plan and retain no copies of the PHI when no longer needed for the purpose for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
- 11. The Plan Sponsor will ensure that adequate separation between the Plan and Plan Sponsor is established. Only the following employees or classes of employees or other persons under the control of the Plan Sponsor will be given access to the PHI to be disclosed:
 - a. Officers of the Plan Administrator
 - b. Employees of the Plan Administrator (NAD Retirement Plans Office)
 - c. Plan Sponsor's designated Benefit Coordinator and Controlling Committee
- 12. The Plan Sponsor will ensure that this adequate separation is supported by reasonable and appropriate security measures to the extent that these individuals have access to electronic PHI.
- 13. The Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Plan, except enrollment/disenrollment information and Summary Information, which are not subject to these restrictions.

The access to and use by the employees described above is limited to the plan administration functions that the Plan Sponsor performs for the Plan. Employees who violate this section are subject to disciplinary action by the Plan Sponsor, including, but not limited to, reprimands and termination.

The Plan has issued a Privacy Notice which explains the Plan's privacy practices and your rights under HIPAA. This Notice is available by contacting the Plan's Privacy/Security Officer at the following address:

Adventist Retirement Privacy/Security Officer 9705 Patuxent Woods Dr. Columbia, MD 21046

GENERAL INFORMATION

Administration

SHARP is governed by the Adventist Retirement Board and administered by the Adventist Retirement Board. Claims for SHARP DVH are managed by Adventist Risk Management, Inc. (ARM).

Plan Amendment and Termination

The SHARP Ex Plan may be amended at any time without prior notice by a resolution of the Adventist Retirement Board. The right to amend includes the right to curtail or eliminate coverage for any treatment, procedure, or service, regardless of whether any covered employee is receiving such treatment for an injury, defect, illness, or disease contracted prior to the effective date of the amendment. Amendments may be made retroactively. The Plan may be terminated by action of the North American Division Committee.

Plan Year

The SHARP Plan Year is January 1 to December 31. All benefit limits and deductibles are based on the Plan Year. A covered member who enrolls in SHARP during the Plan Year will have access to full limits and will be subject to full deductibles without pro-ration.

GLOSSARY

"Adventist Retirement Board" means the board established by the NAD to maintain and amend from time to time SHARP and the various other NAD programs available to NAD retirees.

"Adventist Retirement Plan" means Seventh-day Adventist Retirement Plan of the North American Division and Auxiliary Benefits and the Adventist Retirement Plan.

"Aon" means Aon Retiree Health Exchange.

"ARM" means Adventist Risk Management, Inc.

"Canadian Retirement Plan" means the retirement plan sponsored by the Seventh-Day Adventist Church in Canada.

<u>"Defined Benefit Plans"</u> means the pre-2000 Seventh-day Adventist Retirement Plan of the North American Division and/or the Seventh-day Adventist Hospital Retirement Plan

"Defined Contribution Plan" means the post-1999 defined contribution for Adventist Retirement Plan.

"<u>DVH Option</u>" means the SHARP dental, vision and hearing coverage option described in this document.

"<u>Earned Credit</u>" means the amount of health care assistance under SHARP based on Retirement Plan Service described in this document. <u>"Eligible Dependent"</u> means a child of an Eligible Retiree who satisfies the requirements for eligibility described in the Eligibility section of this document.

"<u>Eligible Retiree</u>" means a retiree of an NAD participating employer organization hired before July 1, 2020, who satisfies the requirements for eligibility described in the Eligibility section of this document.

"Eligible Spouse" means a spouse of an Eligible Retiree who satisfies the requirements for eligibility described in the Eligibility section of this document, or an ex-spouse who is an Eligible Spouse with rights to coverage as an Eligible Spouse pursuant to a court order recognized by SHARP. A Spouse must be married to retiree at least one year prior to the effective date of retirement. A Spouse married after the retiree's effective retirement date is considered a non-eligible spouse for purposes of the Plan. [See "Spouse"]

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HRA" means a Health Reimbursement Account set up for certain Eligible Retiree or Eligible Spouse, based upon qualifying years of church service rules. These rules are explained in the HRA and Earned Credit section of this document.

"Non-Medicare SHARP" means the health care plan offered to a child of an Eligible Retiree who is under age 26.

"North American Division" or "NAD" means the North American Division of the General Conference of Seventh-day Adventists.

"Plan Year" means the calendar year.

"<u>Pre-Medicare SHARP</u>" means the health care plan offered to retirees and their spouses who are not currently entitled to enroll for Medicare benefits, but who otherwise meet the requirements for eligibility described in the Eligibility section.

<u>"Retirement Plan"</u> means Seventh-day Adventist Retirement Plan of the North American Division and Auxiliary Benefits and the Adventist Retirement Plan.

"Retirement Plan Service" means the service credited under the NAD Defined Benefit Plan, the NAD Defined Contribution Plan or Pre-2000 service in the Canadian Retirement Plan as described in this document and the NAD Retirement policy documents. Qualifying service records are maintained in the eAdventist Personnel database. Service under the Seventh-day Adventist Hospital Plan does not count as Adventist Retirement Plan Service for purposes of SHARP Earned Credit.

- Employees hired before January 1, 2000, with Defined Benefit Plan service shall continue to accrue service credit toward SHARP healthcare assistance.
- Employees hired between January 1, 2000, and June 30, 2020, with only Defined Contribution Plan service shall cease accruing service credit toward SHARP healthcare assistance beginning July 1, 2020.
- Employees hired on or after July 1, 2020, are not eligible to participate in SHARP.

"Rx Option" means the SHARP Pre-Medicare/Non-Medicare prescription drug coverage option described in this document.

"SHARP" means the Supplemental Healthcare Adventist Retirement Plan and the plan of benefit options described in this document.

"SHARP Ex" means the medical and prescription drug benefits offered through the private Medicare Exchange Marketplace vendor, Aon Retiree Health Exchange.

"SHARP Office" means the SHARP administrative staff of the NAD Adventist Retirement Plans office listed in the Contact Information section of this document.

"Spouse" shall mean a participant's spouse, as determined under the policies of the participating employer or parent organization of the participant.

APPENDIX A

Important Medicare Rules You Need to Understand Relating to Aon Retiree Health Exchange There are specific Medicare-mandated enrollment windows called "Special Enrollment Periods" or "SEP." You are limited in when and how often you can join, change, or leave a Medicare plan depending on the type of plan or certain qualifying events.

Due to some "qualifying events," usually a retiree becoming eligible for new coverage, or losing their current coverage, retirees may enroll in a new plan outside of IEP (Initial enrollment period)/AEP (Annual Enrollment Period). The details depend on the specific qualifying event.

Enrolling in a Medicare Advantage Plan or Medicare Prescription Drug Plan (Part D, or PDP): Your chance to enroll begins prior to your retirement date and lasts for two (2) full months after your coverage ends.

Exchange: You may enroll up to 63 days after the date your qualifying coverage ends with Guaranteed Issue in <u>select</u> plans through Aon Retiree Health Exchange. Guaranteed Issue means you cannot be denied coverage, or have a premium increase based on past or present health issues. If you had creditable coverage, the carrier also cannot exclude any preexisting conditions, with limited exceptions. Please contact Aon Retiree Health Exchange at 1-844-360-4714.

It is important to select your new plans and enroll within the appropriate time frame, to avoid a lapse in your insurance coverage.

If you are moving: You must notify Social Security of the move date to create an SEP. If you are enrolled in a Medigap plan, the plan will follow you to the new state of residence. You may pay a higher or lower premium based upon the insurance carrier offerings in that state. If you are enrolled in a Medicare Advantage plan and move out of state or to a new region within a state, you are entitled to an SEP to enroll into another Med-Advantage or Medigap plan of your choice. Again, you may pay a higher or lower premium based upon the insurance carrier offerings in that state. Aon Retiree Health Exchange participants are responsible for contacting a benefits advisor at Aon to discuss your move and whether or not enrollment in a new plan is necessary. Please call 1-844-360-4714 and ask to speak to a benefits advisor about your move.

Medicare Part D Late Enrollment Penalty (LEP)

If you do not join a Medicare Prescription Drug Plan (PDP) when you are first eligible OR if you have a period of 63 or more days in a row without "creditable drug coverage," Medicare will assess a penalty for every month you were not covered under a drug plan. This LEP is permanent and is an amount added to your Medicare Part D monthly premium. The penalty depends on how long you went without Part D or other creditable prescription drug coverage.

Medicare Part B Late Enrollment Penalty (LEP)

In most cases, if you don't sign up for Part B when you're first eligible, you'll have to pay a late enrollment penalty. You'll have to pay this penalty for as long as you have Part B. Your monthly premium for Part B may go up 10% for each full 12-month period that you were eligible for Part B but didn't sign up for it. Also, you may have to wait until the General Enrollment Period (from January 1 to March 31) to enroll in Part B. Coverage will start July 1 of that year.

INSTRUCTIONS FOR COMPLETING THE SHARP FORM

The Eligible Retiree and/or Eligible Spouse must be enrolled in Medicare.

- 1. The SHARP form completion depends upon meeting the eligibility requirement for the SHARP Ex. Refer to the Eligibility section of this document to determine which coverage is the correct one for your needs.
- 2. For each individual seeking healthcare benefits please complete Name, Date of Birth (DOB) and the last four digits of your Social Security Number (SSN) on the form. Use the SHARP Dental/Vision/Hearing Form on the following page. Enter the dollar amount for the options selected.
- 3. Total ALL monthly selections.
- 4. If the retiree meets the eligibility requirements refer to the Earned Credit Table in the Earned Credit section. Enter the Earned Credit for the retiree, spouse and dependent child. Remember, only spouses who are eligible on the date the retiree has retired are eligible for the Earned Credit. Special enrollees are not eligible for Earned Credit.
- 5. Add the total cost of all Options selected. Subtract the Earned Credit if eligible. The "Total" will be the monthly cost for the retiree's elected benefits.
- 6. For each individual who selects SHARP Options, Step 6 should be completed.
- 7. **Read all conditions carefully and sign the form**. Return the form within **30** days of retirement to the SHARP Office for processing. If there is no signature, the application and enrollment will NOT be processed.
- 8. For assistance with the enrollment process please contact the SHARP Office at: 443-391-7338 / Monday–Thursday / 8 a.m. 5 p.m. Eastern Standard Time.

SHARP DENTAL/VISION/HEARING (DVH)

Enrollment Form -- 2022

Retiree Name:			SSN:	
	Retiree Na	ime		Spouse Name
	BOB		200	
	DOB: SSN:		DOB: SSN:	
l	33N.		33N.	
SHARP DVH (age 65+)				
DVH - \$102/month/person				
Gross SHARP DVH Cost	\$	-	\$	-
Minus SHARP Earned Credit	-		-	
1			1	
Total SHARP DVH Cost:	\$	-	\$	-
Total:				\$ -
Please enroll me in the SHARP DVH coverage as requested above. I authorize SHARP to deduct monthly contributions from my pension. If there are no monthly pension funds to cover this amount, I will make advance monthly payments. I understand that: • SHARP provides Medical and Prescription Drug assistance for age 65+ enrollees only through funding into a Healthcare Reimbursement Account (HRA). I will work with Aon Retiree Health Exchange (ARHE) to enroll in a medical and/or prescription plan(s) that best meet my needs separately from this SHARP enrollment. • Enrollments through ARHE are subject to limited timeframes per Medicare rules. Failure to enroll in a medical or prescription drug plan through ARHE in a timely manner will result in a permanent forfeiture of the HRA. • For age 65+ enrollees, SHARP only provides a DVH option. I may opt out of DVH now, resulting in a larger contribution to my HRA. I will not have a future DVH open enrollment. SHARP does not provide annual or three-year anniversary open enrollments. • My non-eligible spouse may participate in SHARP, but will not receive financial assistance towards options selected. • SHARP's DVH option includes calendar year deductibles and maximums, neither of which will be prorated during enrollment year. • Age 65+ enrollees must also enroll directly in Medicare A and B. Medicare rules regarding delayed enrollment in Medicare B (outpatient) or Medicare D (prescription drug coverage) may result in a Medicare premium penalty. It is my responsibility to enroll with Medicare on a timely basis. • All service credit and other information will be reviewed by the Retirement Office before finalization. A SHARP Assistant will contact me to review my selections.				
Retiree Signature			Dat	e
Effective Date of Options Selected:			-	

Phone: 443-391-7338

Fax: 443-259-4880

Application must be signed and returned within 30 days of retirement effective date.

Adventist Retirement 9705 Patuxent Woods Drive Columbia, MD 21046

Authorization Agreement For Recurring Direct Payments (ACH Debits)

I hereby authorize Adventists Retirement to electronically collect standard SHARP fees (contributions) from my bank account indicated below. Adventist Retirement will debit my bank account either annually or monthly as I have indicated below. BANK INFORMATION ALL FIELDS MUST BE COMPLETED Bank Name: Type of Account: □ Checking Savings (Please contact your bank for the correct routing number) Routing Number: Account Number: Joe Smith 1234 Anystreet Court Anycity, AA 12345 1234 ☐ I acknowledge that my account will to be debited monthly in 12 Pay to the order of . equal payments beginning on December 15 for January's fees, and Dollars then monthly on the 15th day of every month thereafter. Bank Anywhere HOW TO CONTACT ME 123456789 123456789123 11234 My email address: Routing Account Check My phone numbers Home: Number Number Number My mailing Last 4 digits of Social Security Number: address: PLEASE PRINT THE NAMES OF TWO (2) PERSONS WE CAN CONTACT IF WE CANNOT REACH YOU Alternate Designee #1 Name: Phone number: Email address: Alternate Designee #2 Name: Phone number: Email address: MY SIGNATURE OF AUTHORIZATION Date: (Check here) I have read the TERMS AND CONDITIONS on the reverse side of this form. Print Name: My Signature: Return Form To: Adventist Retirement/SHARP OR FAX: (443) 259-4880 Seventh-day 9705 Patuxent Woods Drive Adventist Church NORTH AMERICAN DIVISION Columbia, MD 21046 **FOR SECURITY REASONS PLEASE DO NOT EMAIL THE COMPLETED FORM**

AUTHORIZATION

Authorization Agreement For Recurring Direct Payments (ACH Debits)

Initial	I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Adventist Retirement in writing of any changes in my account or termination of this authorization at least 15 days prior to the next billing date.
Initial	SHARP fees are required to be paid in advance of receiving coverage. Persons paying monthly will have their account debited on the 15th day of the preceding month (i.e., the fee for January 2019 coverage will be paid on December 15, 2018.)
Initial	If the regularly scheduled payments fall on a weekend or holiday, I understand that the payments will be executed on the next business day.
Initial	For ACH debits to my bank account, I understand that as these are electronic transactions, these funds may be withdrawn from my account as early as the regularly scheduled payment date (i.e., the 15^{th} day of every month).
Initial	In the case of an ACH transaction being rejected by my bank for Non-Sufficient Funds (NSF) or any other reason, I understand that Adventist Retirement may attempt to process the charge again within fifteen (15) days. I agree to an additional fifteen-dollar (\$15.00) charge for each transaction rejected by my bank. This additional charge will also be initiated by Adventist Retirement as an ACH transaction separate from the authorized recurring payment. I understand that Adventist Retirement is not responsible for any fees charged to me by my bank for rejected ACH transactions, whether for NSF or for some other reason.
Initial	If my bank rejects the first and second attempts to process a payment, I understand that my coverage will be terminated, and the termination is a lifetime termination with no opportunity for reinstatement or future coverage.
Initial	I acknowledge that the origination of ACH transactions to my bank account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank so long as the transactions correspond to the terms indicated on this authorization form.

AdventistRetirement

9705 Patuxent Woods Drive, Columbia, MD 21046 PHONE: (443) 391-7300 FAX: (443) 259-4880

Notes

Contact Information

SHARP Office - Adventist Retirement

Email (preferred method of contact): SHARP@nadadventist.org

Phone: 1-443-391-7338

Web site: <u>www.adventistretirement.org</u>

Fax: 1-443-259-4880

Address: Adventist Retirement

Attn: SHARP

9705 Patuxent Woods Dr Columbia. MD 21046

Reasons to contact the SHARP Office:

Enrollment questions, Eligibility appeals

Aon Retiree Health Exchange 1-844-360-4714 (TTY use 711 Relay)

www.retiree.aon.com/adventistretirement

Your Spending Account (YSA) Service Center

PO Box 64012

The Woodlands, TX 77387-4012

Phone: 1-844-360-4714 (TTY use 711 Relay)

Fax: 1-888-211-9900

Reasons to contact YSA:

Claim Forms, HRA reimbursement, Direct Deposit, Catastrophic HRA

WebTPA/Adventist Risk Management, Inc. (ARM)

Customer Service – DVH Option 1-800-447-5002

DVH Claims Address: WebTPA/Adventist Risk Management, Inc.

PO Box 1928

Grapevine, TX 76099-1928

Fax: 469-417-1949

Reasons to contact WebTPA/ARM:

DVH claim payment issues, DVH Verification of benefits, Replacement SHARP DVH card

Medicare: www.medicare.gov

1-800-633-4227

Contact for the SHARP Privacy Officer 1-443-391-7301

1.13.22