**[INSERT NAME OF PLAN SPONSOR]**

**SUPPLEMENTAL POLICY FOR**

**THE MEDICARE MARKETPLACE & HRA PROGRAM**

*[Insert name of Plan Sponsor] has adopted the Medicare Marketplace & HRA Program (the “Plan”) administered by Via Benefits. This document reflects [insert name of Plan Sponsor]’s policies that supplement the terms of the Plan. Certain terms used in this policy are defined in the Plan. [Insert name of responsible group] is responsible for amending and implementing this policy.*

**Eligibility**

1. **Eligible Categories.** The following categories of individuals are eligible to participate in the Plan:[[1]](#footnote-1)
	* **Retired Clergyperson.** For this purpose, “Retired” means [insert definition[[2]](#footnote-2)].
	* **Retired Lay Employee.** For this purpose, “Retired” means [insert definition].
	* **Disabled[[3]](#footnote-3) Clergyperson.**
	* **Disabled Lay Employee.**
	* **Spouse or Dependent.** The Spouse or Dependent must be eligible for Medicare due to [age and/or disability].
	* **Actively Working Clergyperson or Lay Employee under the Medicare Secondary Payer Small Employee Exception.**

However, to become and remain a Participant, an eligible individual must be enrolled in Medicare Part A and B as well as a Medicare Supplement or Advantage Plan with Via Benefits. Individuals who opt out of Social Security and are not eligible for Medicare are not eligible for Via Benefits and [will be handled how].

1. **Impact of Annual Conference Transfers.** [Describe the impact of an eligible clergy member transferring to service in another annual conference, if any. For example, is a clergyperson who has any applicable years-of-service threshold with your conference required to retire from your conference? Or does he/she retain the right to HRA contributions in retirement if he/she services in another conference after serving in your conference and before retirement?]
2. **Impact of Surrendering Credentials.** If a clergyperson *who has already retired and started receiving HRA* contributions under the Plan surrenders his/her United Methodist Church credentials, the clergyperson [will / will not] lose eligibility for future HRA contributions. [Describe the impact on the clergyperson’s existing HRA balance.] If a clergyperson *who has not yet retired and, as such, has not started receiving HRA contributions under the Plan* surrenders his/her United Methodist Church credentials, the clergyperson [will / will not] lose eligibility for future HRA contributions.

**HRA Contributions**[[4]](#footnote-4)

1. **Amount of Contributions.**
	* For [insert year], an eligible Participant who is a Retired Clergyperson shall receive an HRA contribution equal to [insert amount or formula].
	* For [insert year], an eligible Participant who is a Retired Lay Employee shall receive an HRA contribution equal to [insert amount or formula]. *OR*Lay Employees shall not be eligible for HRA contributions.
	* [Insert rules for HRA contributions for other categories of individuals, e.g., Disabled Participants, Surviving Spouses].

HRA contributions and benefits are *not* vested, which means that they are not guaranteed to continue and there is no contractual right to receive HRA contributions or benefits. [Insert name of Plan Sponsor] reserves the right to stop or decrease contributions to or benefits from an HRA at any time.

1. **HRA Carryover Provision.[[5]](#footnote-5)** A Participantmay carryover all of their unused HRA balance from one calendar year to the next.
2. **Impact of Divorce on HRA.[[6]](#footnote-6)** If a Participant divorces, any HRA contributions to the Participant’s former Spouse [will *or* will not] terminate effective on the date of the divorce.
3. **Impact of Return to Active Employment from on HRA.** If a Participant is rehired by [insert name of Plan Sponsor and Salary-Paying Unit] to active employment status after retirement, HRA contributions [will *or* will not[[7]](#footnote-7)] be frozen such that no new contributions and no reimbursements for Eligible Medical Care Expenses incurred during the return to service can be made.

**Appeals of Denied HRA Claims[[8]](#footnote-8)**

If a Claim is denied by Via Benefits, the Claimant may submit a written appeal to [insert name of plan sponsor] requesting a review of the decision. The written appeal must be submitted to [insert mailing and/or email address] within [insert number[[9]](#footnote-9)] days of the Claimant receiving the initial Claim denial. The written appeal should clearly state the reason or reasons why the Claimant disagrees with Via Benefits’ decision. The Claimant may submit written comments, documents, records and other information relating to the Claim even if such information was not submitted in connection with the initial Claim for eligibility. Additionally, upon request and free of charge, the Claimant may have reasonable access and copies of all Plan documents, records and other information relevant to the Claim.

[Insert name of plan sponsor] will generally decide an appeal within [insert number[[10]](#footnote-10)] days. If special circumstances require an extension of time for reviewing the Claim, the Claimant will be notified in writing. The notice will be provided prior to the commencement of the extension, describe the special circumstances requiring the extension and set forth the date the Plan Sponsor will decide the appeal, which date will be no later than [insert number] days from the end of the first [insert number]-day period. If the Claim on appeal is denied in whole or in part, the Claimant will receive a written notification of the denial. The notice will include the specific reason(s) for the denial.

**Other Rules**

[Insert name of Plan Sponsor] reserves the right to amend, modify, or terminate the polices described in this document in any manner, for any reason permitted by law, at any time and without prior notification. [Add detail on whose approval is required to change policies, e.g. Annual Conference vote or Board of Pension and Health Benefits vote.]

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| **[Insert name of Plan Sponsor]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

1. You are not required to include all of these categories. Delete any that are not applicable for your policy. For each category that you do include, you should explicitly note any additional requirements (e.g., years of service with the conference), limits, or events that could cause a loss of eligibility. [↑](#footnote-ref-1)
2. You should explicitly note any limits and service requirements. For example, what if a clergyperson who has significant services with the Plan Sponsor is transferred to another annual conference shortly before retirement and retires from that annual conference? Also, what if a clergyperson moves to a disaffiliated church? [↑](#footnote-ref-2)
3. Section 2.16 of the Medicare Marketplace and HRA Plan Document defines “Disabled” to include disabled as determined by the Social Security Administration, under the CPP, BPP, or UMLifeOptions, or Wespath. [↑](#footnote-ref-3)
4. Section 4.02(b) of the Plan provides that the Plan Sponsor’s policy will determine the amount of HRA contributions. The policy must be in writing. A Plan Sponsor can change the amount each calendar year and should communicate any change to Participants. [↑](#footnote-ref-4)
5. Plan Sponsors are not required to impose a limit, and most do not. Section 4.02(d) of the Plan provides: “Unless a Plan Sponsor’s policy provides otherwise, there is no limit on amounts which may be rolled over from year to year as long as the Participant remains eligible for the HRA; there also is no maximum limit on an accumulated balance in an HRA.” [↑](#footnote-ref-5)
6. Section 4.03(b) of the Plan defers to the policy of the Plan Sponsor regarding the impact of divorce. We did not include impact of death on HRA in the policy because the Section 4.03(a) of the Plan fully addresses that (i.e., eligible survivors can use the HRA until their deaths or it is exhausted.) [↑](#footnote-ref-6)
7. Possible considerations are summarized here*:* [*https://www.wespath.org/assets/1/7/4956.pdf*](https://www.wespath.org/assets/1/7/4956.pdf). [↑](#footnote-ref-7)
8. Under Section 4.04 of the Plan, Plan Sponsors are responsible for handling appeals. [↑](#footnote-ref-8)
9. 60 days is a common approach. [↑](#footnote-ref-9)
10. 60 days is a common approach. [↑](#footnote-ref-10)