



# Summary Plan Description

**Retiree Health Reimbursement Arrangement — January 2023**

Offered under the Mayo Clinic Health & Welfare Benefits Plan  
(AMENDED)

*PROOF1: NOT FOR PRINT*

# **Benefits Booklet**

## **Retiree Health Reimbursement Arrangement**

**January 2023**

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## HOW TO USE THIS DOCUMENT

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The Table of Contents provides an overview of the detailed information for the Health Reimbursement Arrangement (HRA).

You will also find a glossary of terms used in the HRA document.

To quickly search for a specific word or phrase, simply press your “Ctrl” and “F” keys simultaneously to open the search function.

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# INTRODUCTION

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Mayo Clinic (Plan Sponsor) sponsors the Mayo Clinic Retiree Health Reimbursement Arrangement (HRA), also referred to in this document as the Plan, for the benefit of its retirees and the retirees of its affiliates participating in the Plan. The Plan Sponsor and participating affiliates are collectively referred to herein as the Employer. The purpose of the Plan is to reimburse eligible retirees for certain medical expenses which are not otherwise reimbursed. Reimbursements for eligible medical expenses paid by the Plan generally are excludable from the participant's taxable income.

The Plan is intended to qualify as a self-insured medical reimbursement plan for purposes of Sections 105 and 106 of the Internal Revenue Code, as amended (Code), as well as a health reimbursement arrangement as defined in IRS Notice 2002-45. This HRA is a group health plan for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Employee Retirement Security Act of 1974 (ERISA) and shall be administered in a manner consistent with HIPAA and ERISA. This HRA covers only retirees, and not active employees, of Plan Sponsor and participating affiliates. Therefore, it is not subject to part A of title XXVII of the Public Health Service Act (PHS Act) relating to group health plans and health insurance issuers in the group and individual markets, as amended by the Patient Protection and Affordable Care Act, Public Law 111-148, enacted on March 23, 2010; and the Health Care and Education Reconciliation Act, Public Law 111-152, enacted on March 30, 2010.

This document serves as both the Plan Document and the Summary Plan Description (SPD). This SPD describes the basic features of the HRA and how it operates. It is very important to review this document carefully to confirm a complete understanding of the benefits available, as well as responsibilities, under the HRA.

The HRA is a retiree-only general purpose HRA and is "self-insured," which means benefits are paid from the Employer's general assets. There is no trust or other fund from which benefits are paid. Plan Sponsor will allocate annual benefit credits to you and you can receive reimbursements for amounts paid by you based on your available benefit credits while you and your spouse are covered by the HRA. The benefit credits (including those already allocated) are subject to Mayo's generally reserved right to amend and or terminate the Plan at any time for any reason in its sole discretion.

Note that terms used in this SPD are defined the first time they are used or are defined in *Plan Administrative Information* at the end of this booklet. Please note that you, your and my when used in this SPD refer to you, the retiree.

## CONTACT INFORMATION

Via Benefits is the Claims Submission Agent for initial claims under the Plan and will be referred to as the Claims Submission Agent throughout this SPD.

For eligibility questions, please contact Mayo Clinic's HR Connect.

<b>CLAIMS SUBMISSION AGENT</b>
<p>Via Benefits PO Box 981155 El Paso, TX 79998-1155 Fax: 866-886-0878</p>
<b>QUESTIONS ON PLANS, PREMIUMS AND ENROLLMENT</b>
<p>Via Benefits Medicare-eligible retirees 855-873-0105 or <a href="https://myviabenefits.com/mayo">myviabenefits.com/mayo</a> M-F, 7a.m. – 6p.m. CT</p>
<b>QUESTIONS ABOUT ELIGIBILITY</b>
<p>Mayo Clinic HR Connect 200 First Street SW Rochester, MN 55905 507-266-0440 (local) 888-266-0440 (toll free) M-F, 7 a.m. - 6 p.m. CT (excluding holidays)</p>
<b>COBRA ADMINISTRATION</b>
<p>WEX Health, Inc WEX Health PO Box 2079 Omaha, NE 68108-2079 866-451-3399 M-F, 6 a.m. – 9 p.m. CT (excluding holidays) <a href="mailto:cobradmin@wexhealth.com">cobradmin@wexhealth.com</a></p>

HR Connect has access to translation services to meet the needs of non-English speaking persons.

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# CONTINUATION OF HEALTH CARE COVERAGE UNDER COBRA

## What is continuation coverage and how does it work

This section contains detailed information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan after you or your eligible family members lose coverage in certain circumstances. 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 when you and/or your eligible family would otherwise lose coverage under the Plan due to certain events. This notice generally explains COBRA continuation coverage, when it may become available to you and your spouse and what you can do to protect the right to receive it.

## Introduction

If you are eligible to elect COBRA continuation coverage under the HRA, you will be able to elect this coverage separately from any other coverage you have. If you are eligible for and elect COBRA under the HRA, you will have continued access to the balance in your account (if any) at the time you would otherwise lose coverage (less any reimbursements). You will however be required to pay 102% of the cost of coverage to maintain HRA coverage under COBRA. Read this section for additional information about your COBRA rights.

## COBRA Eligibility

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event (and any required notice of that event has been properly provided), COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You and your spouse could become qualified beneficiaries if coverage under the Plan is lost because of a qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

For purposes of this SPD, the following terms shall have the meanings set forth below:

**COBRA Continuation Coverage** means the continuation of the Plan benefits being provided to a qualified beneficiary immediately prior to a qualifying event.

**Election Period** means a period of at least 60 days’ duration that begins no later than the date on which the qualified beneficiary’s coverage under the Plan would otherwise terminate by reason of a qualifying event and that ends 60 days after the later of: (1) the date such coverage would otherwise end, or (2) the date the qualified beneficiary receives notice of his or her right to continued coverage under the Plan. Notwithstanding anything in this section to the contrary, the Outbreak Period will be disregarded in determining the deadline for electing COBRA continuation coverage, in accordance with applicable legal guidance.

**Qualified Benefits** means the HRA benefit under this Plan.

**Qualified Beneficiary** means the participant’s spouse (or former spouse).

**Qualifying Event** means any of the following events which would result in the loss of coverage of a qualified beneficiary:

1. The divorce or legal separation of a participant and his or her spouse or

2. Mayo Clinic files a proceeding in bankruptcy.

**Similarly Situated Beneficiary** means, in the case of a qualified beneficiary who has a qualifying event, an individual who has the same coverage options under the Plan that the qualified beneficiary would have had if the qualifying event had not occurred; provided that determinations of similar status shall be made by the Plan Administrator in accordance with and taking into account the factors permitted under Code Section 4980B and the regulations issued thereunder to the extent such law or regulations apply.

### **Notification of COBRA Continuation Coverage Election**

Note that the eligible dependent is required to notify the Plan Administrator in writing of a divorce or legal separation within 60 days of the event or they will lose the right to continue coverage under the Plan. The Employer must notify the Plan Administrator within 30 days of the qualifying event. Within fourteen days of its receipt of any notice required, the Plan Administrator shall notify the qualified beneficiary of his or her right to COBRA Continuation Coverage under the Plan. Any notification to a spouse or former spouse of a participant by the Plan Administrator shall also be treated as notification to all other qualified beneficiaries residing with said spouse at the time such notification is made. Notice from the Plan Administrator shall be deemed complete upon placement of the notice of election period in the United States mail, provide there is sufficient postage for first class mailing and said notice is addressed to the qualified beneficiary's last known primary residence (any address other than the qualified beneficiary's last know primary residence shall only be known to the Plan Administrator if the qualified beneficiary specifically notifies the Plan Administrator of the change in address).

Your written notice must include the following:

- The name of this Plan
- The type of qualifying event (e.g., divorce)
- The date of the event
- Your name and the name of your spouse.

Verbal notice, including by telephone, is not sufficient. You may deliver your written notice by mail, facsimile, or by hand.

You must provide notice in a timely manner. If mailed, a notice must be postmarked no later than the last day of the 60-day notice period described above. If not mailed, it must be received no later than that day. If you, your spouse or your eligible family member fails to provide notice to the COBRA Administrator during this 60-day period, your spouse or dependent children who lose coverage will not be offered the option to elect continuation coverage. Notwithstanding anything in this section to the contrary, the Outbreak Period will be disregarded in determining the deadline for electing COBRA continuation coverage, in accordance with applicable legal guidance.

### **Who May Elect COBRA Continuation Coverage**

Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. You (and any qualified beneficiary) will have 60 days after the date of the COBRA election notice (or if later, 60 days after the date coverage is lost) to decide whether you want to elect COBRA under the Plan (but see the note regarding the Outbreak Period above). For each qualified beneficiary who elects COBRA continuation coverage, COBRA coverage will begin the first day of the month following the qualifying event.

### **How to Elect COBRA Continuation Coverage**

After proper notice of a qualifying event, you will be sent an election form. To elect COBRA continuation coverage, you must complete the election form and furnish it (within 60 days from the date of the election notice or, if later, the loss of coverage) according to the directions on the form. If you or your spouse does not elect continuation coverage within this period, you will not receive continuation coverage. If mailed, your election form must be postmarked no later than the last day of the 60-day election period. Otherwise it must be actually received by the entity indicated on the election form no later than that day. Notwithstanding anything in this section to the contrary, the Outbreak Period will be disregarded in determining the deadline for electing COBRA continuation coverage, in accordance with applicable legal guidance.

### **Special Considerations in Deciding Whether to Elect COBRA**

There may be other coverage options for you and your family through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

You may have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of a qualifying event. You may also have the same special enrollment right at the end of COBRA continuation coverage if you remain covered under COBRA continuation coverage for the maximum time available to you.

### **Duration of COBRA Continuation Coverage**

COBRA continuation coverage is temporary continuation of coverage. When the qualifying event is divorce COBRA continuation coverage lasts for up to 36 months.

There are two ways in which the 18-month period of COBRA continuation coverage can be extended.

#### **1. Disability extension of 18-month period of continuation coverage**

If a qualified beneficiary in your family is determined by the Social Security Administration to be disabled and you notify the COBRA Administrator in a timely fashion, you may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started some time before the sixty-first day after termination of employment or reduction in hours and must last at least until the end of the 18-month period of COBRA continuation coverage.

To obtain the 11-month extension, you must notify the COBRA Administrator in writing of the Social Security Administration's determination within 60 days of the latest of

- The date of the disability determination
- The date of the qualifying event
- The date on which you lose (or would lose) coverage under the terms of the Plan as a result of the qualifying event. You must also provide the notice before the end of the 18-month period of COBRA continuation coverage. If notice is not made within the required period, there will be no disability extension of COBRA continuation coverage.

To obtain the 11-month disability extension, you must notify the COBRA Administrator that you are requesting the extension by sending written notice to the address listed in the Contact Information section on page 4. Your written notice must be postmarked no later than the 60-day deadline described above.

You do not need to complete a specific form, but you need to provide certain information. Your written notice must include:

- The name of this Plan
- The date of the Social Security disability determination, and
- Your name and the name and address of your spouse.

You may be required to submit a copy of the Social Security Awards Determination letter or other evidence of the Social Security disability determination.

You also must notify the COBRA Administrator immediately if the Social Security Administration determines that you are no longer disabled.

### **Cost of COBRA Continuation Coverage**

Each qualified beneficiary may be required to pay the entire cost of COBRA continuation coverage (including Employer contributions) plus a two percent administrative fee. The amount of your COBRA premiums can be increased from time to time during your period of COBRA continuation coverage.

### **Payment for COBRA Continuation Coverage**

You will not be considered to have made any payment if your check is returned due to insufficient funds or otherwise.

### **First Payment for COBRA Continuation Coverage**

If you elect COBRA continuation coverage, you do not have to send payment with the COBRA Continuation Coverage Election Form. However, you must make your first payment for COBRA continuation coverage not later than 45 days after the date of your election. (This is the date the election form is postmarked, if mailed.) If you do not make the first payment for COBRA continuation coverage in full not later than 45 days after the date of your election, you will lose all COBRA continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact the COBRA Administrator to confirm the amount of your first payment.

Your first payment for COBRA continuation coverage should be sent to the Cobra Administrator at the address listed in the Contact Information section on page 4. Notwithstanding anything in this section to the contrary, the Outbreak Period will be disregarded in determining the deadline for making your first payment for COBRA continuation coverage, in accordance with applicable legal guidance.

### **Periodic Payments for COBRA Continuation Coverage**

After you make the first payment for COBRA continuation coverage, you will be required to make payments for each subsequent month of coverage. Under the Plan, these periodic payments for COBRA continuation coverage are due on the first of each month. If mailed, payment must be postmarked on or before the first of the month to be timely. If you make a periodic payment on or before the first day of the month to which it applies, your coverage under the Plan will continue for that month without any break. The Plan will not send periodic notices of payments due each month. Periodic payments for COBRA continuation coverage should be sent to the same address as the first payment. Notwithstanding anything in this section to the contrary, the Outbreak Period will be disregarded in determining the deadline for making your periodic payments for COBRA continuation coverage, in accordance with applicable legal guidance.

### **Grace Periods for Periodic Payments**

Although periodic payments are due on the first of each month, you will be given a grace period of 30 days to make each periodic payment. Your COBRA continuation coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. If mailed, payment must be postmarked on or before the end of the grace period.

If you fail to make a periodic payment before the end of the grace period for that month, you will lose all rights to COBRA continuation coverage under the Plan. If COBRA continuation coverage is cancelled for nonpayment, coverage will not be reinstated, and you will have no further rights to COBRA continuation coverage.

### **Termination of COBRA Continuation Coverage Before the End of the Maximum Coverage Period**

COBRA continuation coverage will be terminated before the end of the maximum period if any of the following occurs:

- Any required premium is not paid on time.
- After electing COBRA continuation coverage a qualified beneficiary becomes covered under another group health plan (but only after any pre-existing condition exclusions of the other plan for a pre-existing condition of the qualified beneficiary have been exhausted).
- The Employer ceases to provide a group health plan for its employees.

COBRA continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving COBRA continuation coverage (such as fraud). COBRA continuation coverage may also be terminated if you recover from a disability that extended your COBRA continuation coverage.

If you or a qualified beneficiary becomes covered under any other group health plan or recovers from a disability, you must notify the COBRA Administrator immediately and provide (1) the name of this Plan, (2) the type of event, and (3) the date of the event. You or your spouse should contact the COBRA Administrator.

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

In order to protect your rights and your family's rights, you should keep the COBRA Administrator informed of any changes in your address and the addresses of family members. You should also keep a copy for your records of any notices you send to or receive from the COBRA Administrator.

### **What is alternative coverage**

The Plan Sponsor may make available to a qualified beneficiary coverage in lieu of the continued coverage described above. The Plan Sponsor will provide more information on any alternative coverage that may be available under the Plan upon the occurrence of a qualifying event.

If the qualified beneficiary chooses the continuation coverage above, they waive the right to the alternative coverage. If the qualified beneficiary chooses the alternative coverage, they waive the right to continuation coverage as described above.

### **Who do I contact if I have questions about the Plan**

If you have any questions about the Plan, you should contact the Third Party Administrator or the Plan Administrator. Contact information for the Third Party Administrator and the Plan Administrator is provided in *Plan Administrative Information*.

















**Lost Distributees**

Any benefit payable hereunder shall be deemed forfeited if, after reasonable efforts, the Plan Administrator is unable to locate the participant to whom payment is due.

**QMCSO**

In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA Section 609(a)(2)(B)), the Plan Administrator shall notify the affected participant and any alternate recipient identified in the order of the receipt of the order and the Plan's procedures for determining whether such an order is qualified medical child support order (within the meaning of ERISA Section 609(a)(2)(A)). Within a reasonable period, the Plan Administrator shall determine whether the order is qualified medical child support order and shall notify the participant and alternate recipient of such determination.

**Section Titles**

Section titles are for convenience only and are not to be considered in interpreting the Plan.

**Severability**

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

**Status of Benefits**

Neither the Employer nor the Plan Administrator makes any commitment or guarantee that any amounts paid to or for the benefit of a participant under this Plan will be excludable from the participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each participant to determine whether each payment under this Plan is excludable from the participant's gross income for federal, state and local income tax purposes and to notify the Plan Administrator or Employer if the participant has any reason to believe that such payment is not so excludable. Any participant, by accepting a benefit under this Plan, agrees to be liable for any tax that may be imposed with respect to those benefits, plus any interest as may be imposed.

**Mothers' and Newborns' Health Protection Act (NMHPA)**

The Plan may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of the above periods. Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated and maintained in a manner consistent with NMHPA.

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# ERISA STATEMENT OF RIGHTS

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As a participant in the Plan you are entitled to certain rights and protection under ERISA. ERISA provides all Plan participants, shall be entitled to:

## Receive Information about Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may apply a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

## Continue Plan Coverage

Continue Plan coverage for your eligible family members if there is a loss of coverage under the Plan as a result of a qualifying event. However, you or your eligible family members may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan for the rules governing COBRA continuation coverage rights.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of the participants and beneficiaries. No one, including your former employer, your former union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the Plan, or from exercising your rights under ERISA.

## Enforcement of Your Rights

If your claim for a welfare benefit is denied in whole or in part, you have a right to know why, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of

Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about the Plan, contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. Live assistance is available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time by calling 1-866-4-USA-DOL (1-866-487-2365) or TTY 1-877-889-5627.

# PLAN ADMINISTRATIVE INFORMATION

The following information applies to the Plan.

Name of Plan:	Mayo Clinic Retiree Health Reimbursement Arrangement
Effective Date:	January 1, 2015
Name, address, and telephone number of the Plan Sponsor and Plan Administrator:  The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals or committees.	Mayo Clinic 200 First Street SW Rochester, MN 55905 (507) 266-0440
Named Fiduciary:	Salary and Benefits Committee Mayo Clinic 200 First Street SW Rochester, MN 55905
Agent for Service of Legal Process:	Mayo Clinic c/o William A. Brown, Assistant Treasurer 200 First Street SW Rochester, MN 55905 (507) 266-0440  <i>The Plan Administrator may also be served with process</i>
Plan Sponsor's federal tax identification number:	41-6011702
Plan Number:	524
Plan Year:	January 1 – December 31
Type of Plan:	Retiree-only general purpose health reimbursement arrangement
Third Party Administrator:	Via Benefits by Willis Towers Watson Health Reimbursement Account 10975 South Sterling View Drive South Jordan, UT 84095-4074
Sources of Contributions:	The Plan is funded with Employer contributions from its general assets.
Claims Submission Agent for Initial Claims:  All reimbursement forms, and supporting documentation, must be provided to the Claims Submission Agent. Forms should not be mailed to the Third Party Administrator.	Via Benefits Health Reimbursement Account P.O. Box 981156 El Paso, TX 79998-1156 Fax: 866-886-0878
Level I Appeals Administrator:	Via Benefits HRA Health Reimbursement Account PO Box 981156 El Paso, TX 79998-1156 Fax: 866-886-0878 No Cover Page Required
Components of Retiree Health Reimbursement Arrangement Account Document	Retiree Health Reimbursement Arrangement Privacy Rules



**Employers Participating in the HRA**

Charterhouse
Franklin Heating Station
Mayo Clinic Ambulance Service
Mayo Clinic
Mayo Clinic Arizona
Mayo Clinic Florida (a non-profit corporation)
Mayo Clinic Health System-Decorah Clinic Physicians
Mayo Clinic Health System-Lake City Medical Center
Mayo Clinic Hospital-Rochester
Mayo Clinic Jacksonville (a non-profit corporation)
Mayo Collaborative Services, LLC
Mayo Foundation for Medical Education and Research
Rochester Airport Company

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# GLOSSARY

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**Appeal**

A request for the Plan to review an adverse claim decision.

**Affiliate**

Any entity which, with the Plan Sponsor, is a member of a controlled group of corporations, a group of trades or businesses under common control, an affiliated service group, or a group of corporations otherwise required to be aggregated, as provided in Code Sections 414(b), (c), (m) and (o), respectively.

**Benefit Credit**

The amount credited to a participant's HRA Account for the provision of benefits under the Plan.

**Claims Submission Agent**

The Claims Submission Agent's responsibilities typically consist of initially determining the validity of claims and administering benefit payments under the Plan.

**COBRA**

The Consolidated Omnibus Reconciliation Act of 1985, as amended from time to time.

**Code**

The Internal Revenue Code of 1986, as amended from time to time.

**Continuous Service**

Period of unbroken service from hire date to termination date with the Employer or an affiliated company by an employee who is classified as a regular employee and is scheduled to work at least half-time (.5 FTE).

**Dependent**

The spouse of an eligible retiree who is a dependent of the eligible retiree within the meaning of Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof.

**Eligible Family Member**

Your eligible family member who qualifies under this Plan in accordance with the requirements specified below:

- A spouse

**Employer**

Mayo Clinic and any subsidiary or affiliated entities recognized by Mayo Clinic as eligible to participate and that agree to participate in the Plan. In this document employer shall mean the participating employers listed in *Plan Administrative Information*.

**ERISA**

Employee Retirement Income Security Act of 1974, as amended from time to time.

**Expenses Incurred**

When the service or the supply is provided.

**Health Care Expense**

An expense incurred by a participant or by an eligible dependent, for medical care as defined in Code Section 213(d) and the rules, regulations and Internal Revenue Service interpretations thereunder, including premiums for health care insurance coverage and premiums for long-term care insurance coverage. Health Care Expenses shall not include expenses reimbursed or reimbursable under any private, employer-provided, or public health care reimbursement or insurance arrangement or any amount claimed as a deduction on the federal income tax return of the participant or the participant's dependent. In addition, and notwithstanding anything herein to the contrary, Health Care Expenses are incurred when the medical care is provided, not when the participant is formally billed, charged for, or pays the expense.

**Health Reimbursement Arrangement (HRA) Account**

The hypothetical account established for a participant to hold his or her benefit credits.

**HIPAA**

Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

**Medicare**

Title XVIII of the Social Security Act, as amended from time to time.

**Outbreak Period**

The period from March 1, 2020 through the date that is 60 days after the announced end of the national emergency related to the COVID-19 pandemic, or through such other date announced by the federal agencies.

**Participant**

An eligible retiree and dependent whose enrollment form has been accepted, coverage is in force, and whose coverage has not terminated. This includes a former employee or dependent who is otherwise entitled to coverage and properly enrolled under the Plan. May be referred to as you/your.

**Plan**

The Mayo Clinic Retiree Health Reimbursement Arrangement, that may be amended from time to time.

**Plan Administrator**

The Plan Administrator is the Plan Sponsor. The Plan Administrator retains ultimate authority for the Plan including final appeal determinations and is the named fiduciary for purposes of ERISA.

**Plan Sponsor**

Mayo Clinic is the Plan Sponsor.

**Plan Year**

The period from the effective date through the next following December 31. Thereafter, Plan Year means the 12 month period commencing on each January 1.

**Protected Health Information (PHI)**

Protected health information as described in 45 C.F.R. § 164.103, and generally includes individually identifiable health information held by or on behalf of the Plan.

**Provider**

Any entity with which the Plan Sponsor or Plan Administrator has entered into a contract for the purpose of processing claims under the Plan or otherwise administering benefits under the Plan.

**Spouse**

An individual who is legally married to an eligible retiree under the law of the domestic state or foreign jurisdiction having legal authority to sanction the marriage.

**Willis Towers Watson**

The Claims Submission Agent for the Plan retained by the Plan Administrator and Plan Sponsor. The actual responsibilities of Willis Towers Watson are described in a contract between the Plan Administrator, Plan Sponsor, and Willis Towers Watson.

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