

# **Short Term Disability Benefit Plan**



*January 1, 2008*

# TABLE OF CONTENTS

<b>IMPORTANT CONTACT INFORMATION</b> .....	<b>1</b>
<b>SHORT-TERM DISABILITY BENEFIT PLAN</b> .....	<b>2</b>
INTRODUCTION.....	2
ELIGIBILITY .....	3
WHEN BENEFITS BEGIN.....	3
DURATION OF BENEFITS .....	3
BENEFIT AMOUNT .....	3
CONDITIONS AND LIMITATIONS OF COVERAGE .....	4
WHEN COVERAGE ENDS.....	5
WHEN BENEFITS END.....	5
<b>CLAIMS PROCEDURES</b> .....	<b>6</b>
THE CLAIMS ADMINISTRATOR .....	6
FILING A CLAIM.....	6
CLAIMS APPEAL PROCEDURES .....	7
YOUR RIGHTS WHEN REQUESTING AN APPEAL OF A CLAIMS DENIAL .....	7
TIME LIMITS ON LEGAL ACTION.....	8
RIGHT OF RECOVERY.....	8
<b>DEFINITIONS</b> .....	<b>9</b>
<b>SUMMARY PLAN DESCRIPTION</b> .....	<b>11</b>
<b>ADOPTION</b> .....	<b>13</b>

# IMPORTANT CONTACT INFORMATION

---

## PLAN SPONSOR

---

### Clear Creek County

Physical Address  
405 Argentine St.  
Georgetown, CO 80444

(303) 679-2332 phone  
(303) 679-2417 fax

Mailing Address  
P.O. Box 2000  
Georgetown, CO 80444

---

## CLAIMS ADMINISTRATOR

---

### Lincoln Financial Group

Physical Address:  
8801 Indian Hills Dr.  
Omaha, NE 68114-4066

(800) 423-2765 phone  
(877) 843-3950 fax  
[claims@lfg.com](mailto:claims@lfg.com) email

Mailing Address:  
P.O. Box 2609  
Omaha, NE 68103-2609

# SHORT-TERM DISABILITY BENEFIT PLAN

## INTRODUCTION

One of your most valuable assets is your ability to provide yourself and your family with a regular income to meet the cost of day-to-day living. Obviously, it is important to keep this security even if a medical condition prevents you from working.

If you are unable to work due to "Illness," including pregnancy, or "Injury," you may be eligible to receive payment from the Short Term Disability (STD) Plan. Clear Creek County provides this benefit at no cost to you.

Clear Creek County is the Plan Administrator and herein referred to as the County, Plan Sponsor or Employer.

This description is the "Plan Document" and Summary Plan Description of the self-funded Short Term Disability Benefit Plan. It outlines all rules on "Plan" operations including eligibility, reimbursement and operational procedures. Words and phrases are normally described in context; however, if unique definitions apply, the words are in quotation marks (i.e. "Disability") and can be found in the *Definitions* section. If you require additional clarification, please contact the Clear Creek County Human Resources office.

***Clear Creek County reserves the right to amend or terminate all Plans at its sole discretion and to make administrative and interpretive decisions necessary to Plan operation.***

## ELIGIBILITY

“Regular Full-Time” “Employees” are enrolled for Short Term Disability (STD) upon the first of the month following sixty (60) days of service.

If you are not “Actively at Work” due to a medical condition on the day before the scheduled enrollment date your coverage would begin, coverage is delayed until you complete one (1) day of work on a full-time basis.

Employees who are laid off or who voluntarily terminate their employment and are rehired within 90 days of termination, will be enrolled on the date of rehire.

## WHEN BENEFITS BEGIN

After a “Disability” occurs, benefits start on:

- The fifteenth (15<sup>th</sup>) consecutive calendar day after the date of “Disability.”

The waiting period for benefits to begin can be reached by days totally disabled, partially disabled, or a combination of both.

## DURATION OF BENEFITS

The maximum period that STD benefits are payable is 11 weeks.

## BENEFIT AMOUNT

The amount of “Disability” benefit payable is as follows:

<u>DISABILITY BENEFIT AMOUNT</u>	<u>MAXIMUM WEEKLY BENEFIT</u>
60 percent of “Pay”	Up to \$500

Note: If benefits are due for less than one week, the Plan will pay 1/7th of the weekly STD benefit for each day of Disability.

## CONDITIONS AND LIMITATIONS OF COVERAGE

1. No Short Term "Disability" benefits will be paid for any period of Disability that results from work-related "Injuries" or "Illnesses."
2. Partial Disabilities are covered if you lose at least 20% of "Pay" due to the "Disability." In such case, the benefit amount you shall receive will be calculated based on the amount of your lost pay only.
3. You must be under the care of a "Physician," and your inability to work due to the "Disability" must be attested to in writing by a "Physician."
4. Clear Creek County can require an independent review by a "Physician" of the County's choice, which will be paid for by the County.
5. A relapse will be considered a continuation of an existing "Disability" unless you have been back to work on a continuous basis for more than two weeks, in which case it will be considered a new "Disability." Any applicable waiting period will apply to the new "Disability."
6. PTO and/or Compensatory Time maybe be used in coordination with Short Term Disability to attain 100% of your "Pay". This combination may not exceed 100% of your "Pay".
7. STD payments will occur on a Bi-weekly basis, and coincide with the current payroll pay dates.
8. Deductions from the Short Term Disability payments will include: Federal, State, and FICA taxes; garnishments and attachments according to the terms of the orders.
9. Short Term Disability payments are not compensation for which retirement and deferred compensation benefits contributions (employer or employee) are made and no contributions for those plans will be deducted from the STD benefits payments.
10. Disabilities caused or contributed to by War or any act of War are not covered. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
11. Disabilities caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot are not covered. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
12. You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

## **WHEN COVERAGE ENDS**

Participation in this “Plan” will continue until the earlier of the following dates:

1. “You” are no longer an eligible employee;
2. You retire;
3. Your employment terminates;
4. The “Plan” is discontinued;

## **WHEN BENEFITS END**

Benefits in this “Plan” will continue until the earlier of the following dates:

1. Your “Disability” ends;
2. You reach the maximum period for which STD benefits are payable.
3. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.
4. The date Long Term Disability benefits become payable to you under a group Long Term Disability policy, even if that occurs before the end of the STD maximum benefit period.

---

# CLAIMS PROCEDURES

---

## THE CLAIMS ADMINISTRATOR

Please refer to the *Important Contact Information* Section at the beginning of this document.

### FILING A CLAIM

To receive benefits under this “Plan,” you must file a claim no later than 90 days after the end of the benefit waiting period. Short Term Disability benefit claims will be processed after written proof of “Disability” is submitted to the Claims Administrator. However, additional written proof of Disability may be required upon request of the Claims Administrator. Contact the Claims Administrator for the proper claim forms or any other information you need.

The Claims Administrator will evaluate your claim promptly after it is filed. The date the claim is considered *filed* is the date that it is received by the Claims Administrator. Within 45 days after receipt of your claim, the Claims Administrator will send you: (a) a written decision of your claim; or (b) a notice that the Claims Administrator is extending the period to decide your claim for an additional 30 days. If the extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

Should an extension be necessary, you will be notified of the following: (a) the reason(s) for the extension; (b) when your claim is expected to be decided; and (c) any additional information needed to decide the claim.

If additional information is needed, you will have 45 days to provide the information. If you do not provide the information within 45 days, the Claims Administrator may decide your claim based on the information received.

*Note: The Claims Administrator may request a second 30-day extension for matters beyond their control. In such case, you will be notified of the circumstances requiring the extension and the date as of which the “Plan” expects to render a decision.*

If your claim is denied in whole or in part, you will receive a written notice of denial containing:

1. The specific reason(s) for the denial, referencing the plan provision(s) which the decision is based, as well as references to any internal rule(s) or guideline(s) relied upon in making the decision.

2. Information concerning your right to receive an explanation of the scientific or clinical judgment relied upon in making the determination.
3. Request and describe any additional information necessary to support your claim.
4. Information concerning your right to appeal the claims decision with applicable time frames you must follow.

## CLAIMS APPEAL PROCEDURES

If all or part of a claim for Disability is denied, "You" may request an appeal of the claims denial. You must request an appeal **in writing within 180 days** after receiving notice of the denial. When appealing a claim You should:

1. State the reason you feel the claim is valid;
2. Submit any written comments, documents, or other information you wish to be considered to support your claim;
3. Include the name of the Employee, his or her Social Security number, the name of the patient and the Group Identification Number, if any.
4. Send written appeals to the Claims Administrator. For contact information, please refer to the *Important Contact Information* Section at the beginning of this document.

*Note: The date that an appeal is considered "filed" is the date that it is stamped "received" by the Claims Administrator.*

## YOUR RIGHTS WHEN REQUESTING AN APPEAL OF A CLAIMS DENIAL

1. You may review all "Relevant Information" to the claim and copies shall be provided free of charge, upon request.
2. You may review all of the Plan's internal rules, guidelines, and scientific or statistical research relevant to the claim, upon request.
3. The "Plan" must disclose the name of any "Physician(s)" who were consulted during the claim review process, upon request.
4. No prior approval is needed to appeal claims and no fees may be charged.
5. An authorized representative may advocate or act on your behalf in pursuing or appealing a claim. You must provide written authorization designating the authorized representative to act as such for the "Plan" participant.

The individual(s) conducting the appeal will be the Named Plan Fiduciary (NPF) and will not be the same individual(s) who denied the claim originally. The NPF will not give deference to the initial denial decision. If the denial was based on the judgment of a "Physician," the NPF will consult with another qualified Physician. This Physician will be someone other than the Physician who made the original judgment and will not be subordinate to that person. All written comments or other items you submit will be taken into consideration to support your claim.

Those reviewing your claim must make their final determination within forty five (45) days of receiving the appeal. However, should special circumstances exist, they are allowed an extension of an additional forty-five (45) days. The final decision will be sent to you in writing, together with an explanation of how the decision was made.

### **TIME LIMITS ON LEGAL ACTION**

No action at law or in equity may be brought until 60 days after you have given us proof of loss. No such action may be brought more than three years after the earlier of:

1. The date we receive proof of loss; and
2. The time within which proof of loss is required to be given.

### **RIGHT OF RECOVERY**

If benefits have been overpaid on any claim, full reimbursement to the Plan is required within 60 days. If reimbursement is not made, the County has the right to:

1. Reduce future benefits until full reimbursement is made, and
2. Recover such overpayments from the person, his beneficiaries, or estate

Such reimbursement is required whether the overpayment is due to fraud, the Plan's error in processing a claim, or any other reason.

## DEFINITIONS

As used in this Plan, the following words shall have the meaning indicated in this section:

**“Active Work” and “Actively at Work”** means an employee’s full time performance of all customary duties of his or her job at a location designated by the Employer.

**“Disability”** means the inability, due to injury, illness, or pregnancy, to do your job or other jobs the County may make available, and you suffer a loss of at least 20% of your Pay.

**“Employee”** shall mean a person employed by the employer on a Regular Full-Time basis.

**“Illness”** means a sickness or pregnancy.

**“Injury”** means bodily damage other than illness, including all related conditions and recurrent symptoms.

**“Pay”** means the Employee’s average gross weekly base salary or hourly pay on the last day worked prior to Disability. It does not include: bonuses, overtime pay, your employer’s contributions on your behalf to any retirement plan, deferred compensation arrangement, or any other extra compensation.

**“Physician”** means a person, other than the Employee or a relative of the Employee, acting within the scope of his license and holding the degree of Doctor of Medicine (M.D.).

**“Plan”** means the plan of benefits detailed in this Plan Document.

**“Plan Document”** means the document detailing this plan of benefits.

**“Regular Full-Time”** means an Employee who is regularly scheduled to work thirty (30) or more hours per week. Regular Full-Time does not include part-time, seasonal, temporary or contract employees nor Elected Officials.

**“Relevant Information”** shall mean any information if it:

1. Was relied upon in making the benefit determination;
2. Was submitted, considered or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in the making of the benefit determination;

3. Demonstrates compliance with the plan's administrative processes and consistency safeguards required in making the benefit determination; or
4. Constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Plan participant or beneficiary's diagnosis, without regard to whether such advice or statements were relied upon in making the benefit determination

**“Waiting Period”** shall mean the period you must be continuously disabled before STD benefits become payable. No STD benefits are payable for the benefit waiting period.

**“You” or “Your”** means a person employed by the County on a Regular Full-Time basis and who is included in a class or group of employees to which the Plan extends.

## SUMMARY PLAN DESCRIPTION

**1. Name of the Plan:**

Clear Creek County Short Term Disability Benefit Plan

**2. Name and address of employer whose employees are covered by the Plan:**

Clear Creek County  
405 Argentine St.  
Georgetown, CO 80444

**3. Employer Identification Number:**

EIN: 84-6000751

**4. Clear Creek County** contributes 100% towards the cost of this benefit plan

**5. Short Term Disability** benefits are self-funded by Clear Creek County

**6. The Plan Year** begins each January 1 and ends the following December 31. Financial records of the Plan are kept on a Calendar Year basis.

**7. Plan Administrator\*:**

Human Resources Manager  
Clear Creek County  
405 Argentine St.  
Georgetown, CO 80444

*\* Also serves as the named Plan Fiduciary for all Claims Appeals*

**8. Agent for service of legal process:**

The Plan Administrator has authority to control and manage the operation and administration of the Plan and is the agent for service of legal process.

**9. Type of Administration of the Plan:**

The Plan is administered directly by the Plan Administrator.

**10. Eligibility:**

Employees may participate in this Plan based on eligibility requirements set forth herein.

## **11. Plan Termination:**

Clear Creek County reserves the right to terminate, suspend, withdraw, amend or modify the program in whole or in part at any time, for any reason.

### **Your Rights to Information about the Plan:**

Clear Creek County feels strongly about all Plan participants having access to complete information about the Plan. You are entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all "Plan Documents."
2. Obtain copies of all "Plan Documents" and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report.

In addition, the people who operate your plan, called *fiduciaries* of the Plan, have a duty to do so prudently and in your interest as well as that of other Plan participants and beneficiaries.

If your claim for a welfare benefit is denied in whole or in part, you will receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

## ADOPTION

*Plan Sponsor:* Clear Creek County

*Plan Document:* Short Term Disability Benefit Plan

*Summary Plan Description:* Short Term Disability Benefit Plan

*Replacement:* This Plan replaces all prior STD Plans sponsored by Clear Creek County, as of the effective date stated herein.

*Effective Date:* January 1, 2008

*Adoption:* Signature: \_\_\_\_\_

Name: Harry Dale

Title: Chairman, Board of County Commissioners

Date: April 9, 2008