CITY OF BENSON

HEALTH AND WELFARE WRAP PLAN

SUMMARY PLAN DESCRIPTION

JULY 1ST, 2024

CITY OF BENSON WRAP PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION 1
ADMINISTRATIVE INFORMATION 1
ELIGIBILITY 2
PAYMENTS FROM THIRD PARTIES 2
AMENDMENT AND TERMINATION 2
INCLUDED BENEFIT DOCUMENTS INCORPORATED BY REFERENCE 2
REFUNDS/INDEMNIFICATION 3
MILITARY SERVICE 3
YOUR RIGHTS UNDER ERISA 3
QUALIFIED MEDICAL CHILD SUPPORT ORDERS 4
WOMEN'S HEALTH AND CANCER RIGHTS ACT 4
NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT 4
LOSS OF BENEFIT 4
NON-ALIENATION 4
PLAN ADMINISTRATION DISCRETION 4

INTRODUCTION

City of Benson (the "Company") established the City of Benson Wrap Plan (the "Plan") effective 07/01/2024. This summary describes the Plan and together with the incorporated documents, describes the benefits offered under the Plan (the "Included Benefits").

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

ADMINISTRATIVE INFORMATION

1. The Plan's name is City of Benson Wrap Plan

   The Plan Year End is the 12 month period ending on 06/30

   The Plan is an "employee welfare benefit plan" for purposes of ERISA that includes a group health plan, a group dental plan, a group vision plan, a disability plan, a group life insurance plan, AD&D, Flexible Spending Account w/ HSA Feature and Health Reimbursement Arrangement.

   Note: "group health plan" may include a medical, EAP, wellness, expat medical, and Health FSA.

2. The Plan Sponsor is City of Benson
   101 E. 6th Street
   Benson, AZ 85602
   Phone: 520-586-2245
   Email: mmoreno@bensonaz.gov
   Employer Identification Number: 86-6000234

3. The Plan Administrator is the Company
   101 E. 6th Street
   Benson, AZ 85602
   Phone: 520-586-2245
   Email: mmoreno@bensonaz.gov

4. The agent for legal service is the President of the Board
   101 E. 6th Street
   Benson, AZ 85602
   Phone: 520-586-2245

   Service of legal process may also be made upon the Plan Administrator.

5. The Plan is not funded by a trust.

6. Funding
   The cost of benefits offered under the Plan is either covered by contributions from the Company, contributions by you, or will be shared by you and the Company. Where you and the Company share the cost of coverage, the Company will contribute the difference between your premium and the amount required to pay benefits under the Plan.

   Any dividends, retroactive rate adjustments, rebates, or other refunds of any type that may become payable under any Included Benefit or in connection with an Included Benefit do not become assets of the Plan but are the property of, and will be retained by, the Company unless otherwise mandated by law.

ELIGIBILITY

Your eligibility for participation and for benefits under the Plan is described in the documents summarizing the Included Benefits. These documents are available from the Plan Administrator.

PAYMENTS FROM THIRD PARTIES

The Plan has a specific and first right of reimbursement from any payment, amount, or recovery you receive from a third party relating to expenses covered by the Plan. By accepting the benefits of the Plan, you agree to these rights of the Plan, which are described in the Plan document. Below is a summary of these rights. If the reimbursement provisions in this "Payments from Third Parties" provisions conflict with subrogation, right of recovery, or reimbursement provisions in an insurance contract or other document governing the Included Benefit at issue, the provisions in the other document will govern.

The Plan's share of the recovery will not be reduced because the full damages or expenses claimed have not been reimbursed unless the Plan agrees in writing to the reduction. Further, the Plan's right to reimbursement will not be affected or reduced by any equitable defenses that may affect the Plan's right to reimbursement.

The Plan may enforce its rights by requiring you to assert a claim to any of the benefits to which you may be entitled. The Plan will not pay your attorneys' fees or costs associated with the claim or lawsuit without express written authorization from the Company.

If the Plan should become aware that a Participant has received a third party payment, amount or recovery and not reported such amount, the Plan, in its sole discretion, may suspend all further benefits payments related to the Participant and any covered dependents until the reimbursable portion is returned to the Plan or offset against amounts that would otherwise be paid to or on behalf of the Participant.

By participating in the Plan, you consent and agree:

- that a constructive trust, lien or an equitable lien by agreement in favor of the Plan exists with regard to any settlement or recovery from a third person or party.
- to cooperate with the Plan in reimbursing the Plan for costs and expenses.
- to notify the Plan if you have any reason to believe that the Plan may be entitled to recovery from any third party and to sign an agreement that confirms the prior acceptance of the Plan's subrogation rights and the Plan's right to be reimbursed for expenses arising from circumstances that entitle you payment, amount or recovery from a third party.
- to not assign your rights to settlement or recovery against a third person or party to any other party, including your attorney(s), without the Plan's consent.

If you fail or refuse to execute the required agreement, the Plan may deny payment of any benefits until the agreement is signed. Alternatively, if you fail or refuse to execute the required agreement and the Plan nevertheless pays benefits to you, your acceptance of such benefits shall constitute agreement to the Plan's right to subrogation or reimbursement.

The Plan's reimbursement will not be reduced by attorneys' fees and expenses without express written authorization from the Plan.

These rights apply even after you are no longer a Participant in the Plan. The Plan Administrator has the authority and discretion to resolve all disputes regarding the Plan's subrogation and reimbursement rights and to make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

AMENDMENT AND TERMINATION

The Company intends to continue the Plan indefinitely, but reserves the right to amend or terminate the Plan or an Included Benefit, in whole or in part, at any time and for any reason. No participant or beneficiary has a vested right in or to any future Plan benefits.

INCLUDED BENEFIT DOCUMENTS INCORPORATED BY REFERENCE

This Plan incorporates the terms of all welfare benefit plans subject to ERISA sponsored by Company and any affiliate who has adopted the Plan ("Included Benefits"). Certain documents describing these Included Benefits include information about eligibility,

benefits, and employee/employer contributions for each of the separate Included Benefits, which are incorporated by reference into this summary plan description. These documents may include summary plan descriptions for the Included Benefits, as well as summary benefit booklets, certificates of coverage, enrollment materials, etc. These documents, together with this document, constitute the entire summary plan description for the Plan.

REFUNDS/INDEMNIFICATION

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

MILITARY SERVICE

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

YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

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 and 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.

Obtain, upon written request to the Plan Administrator, copies of 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 make a reasonable charge for the copies.

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.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, 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 Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. 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.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement

or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should 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 Avenue 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.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

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

WOMEN'S HEALTH AND CANCER RIGHTS ACT

To the extent required by the Women's Health and Cancer Rights Act (WHCRA) of 1998, this Plan provides coverage for all stages of reconstruction of the breast on which the mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses and physical complications of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient.

Such coverage may be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and are consistent with those established for other benefits under the Plan or coverage. Written notice of the availability of such coverage shall be delivered to Participants upon enrollment and annually thereafter. Contact the Plan Administrator for more information.

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Group health plans and health insurance issuers generally may not, under Federal law, 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 vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

LOSS OF BENEFIT

You may lose all or part of any payment due to you if we cannot locate you when your benefit becomes payable to you.

NON-ALIENATION

You may not alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

PLAN ADMINISTRATOR DISCRETION

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

SUBSIDIARY CONTRACT ADDENDUM

SUBSIDIARY CONTRACT ADDENDUM – CITY OF BENSON

HEALTH AND WELFARE BENEFIT PLAN ADDENDUM

The following are Component Plans included in the CITY OF BENSON Health & Welfare Wrap Plan subject to ERISA, and summarized below:

MEDICAL PLANS:

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
Medical	Aetna https://www.banneraetna.com/	Aetna PPO 5000	Aetna Level Funded Plan	Aetna & Plan Sponsor	800.381.6789
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment.				

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
Medical	Aetna https://www.banneraetna.com/	Aetna HSA 5500	Aetna Level Funded Plan	Aetna & Plan Sponsor	800.381.6789
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment.				

DENTAL PLANS:

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
Dental	Aetna https://www.banneraetna.com/	Aetna Dental PPO 100/80/50	Aetna Level Funded Plan	Aetna & Plan Sponsor	800.381.6789
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment.				

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
Dental	Principal https://www.principal.com/dental-providers	Aetna Dental PPO 100/80/50	Principal Level Funded Plan	Principal & Plan Sponsor	800.247.4695
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment.				

VISION PLAN:

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
Vision	VSP Vision Care https://www.vsp.com/	VSP 12/12/24	VSP Level Funded	VSP & Plan Sponsor	800.877.7195
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment				

BASIC AND VOLUNTARY LIFE WITH AD&D PLAN:

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
Basic, Voluntary Life with AD&D	Principal https://www.principal.com/	Principal Group Term Life with AD&D Guaranteed Issue Benefit: $20,000 AD&D: Full benefit $20,000 (life, both hands or feet, sight) Half benefit $10,000 (one hand, foot, eye) 1/4th benefit $5,000 (thumb or index finger same hand)	Principal Level Funded Plan	Principal & Plan Sponsor	877.657.7587
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment				

HEALTH REIMBURSEMENT ARRANGMENT PLAN:

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
HRA	Employee Solutions Group (ESG) https://employeesolutionsgroup.com/	Health Reimbursement Arrange Plan	Plan Sponsor	ESG & Plan Sponsor	877.668.8522
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment				

FLEXIBLE SPENDING ACCOUNT PLAN:

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
FSA	Employee Solutions Group (ESG) https://employeesolutionsgroup.com/	Flexible Spending Account Plan	Plan Sponsor	ESG & Plan Sponsor	877.668.8522
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment				

HEALTH SAVINGS ACCOUNT PLAN:

Plan	Provider	Plan Name	Funding	Administration	Provider Phone
HSA	Employee Solutions Group (ESG) https://employeesolutionsgroup.com/	Health Savings Account Plan	Plan Sponsor	ESG & Plan Sponsor	877.668.8522
Eligibility	Full Time Salary – A salaried employee working ≥ 30 hours per week is eligible				
Entry Date	An employee meeting Eligibility may join the plan on the 1st day of the following month				
Termination	Coverage thru end of the month of termination of employment				