

CITY OF FRISCO ONSITE EMPLOYEE WELLNESS CENTER

(Effective August 1, 2022)

INTRODUCTION

This document constitutes the official plan document for the City of Frisco Employee Wellness Center (“Wellness Center”) and is effective August 1, 2022.

The Wellness Center is maintained for the exclusive purpose of providing on-site medical services to eligible employees and their dependents and is designed so that the services provided to participants are excluded from taxable income pursuant to Sections 104 and 105 of the Internal Revenue Code of 1986, as amended. The Wellness Center will be administered and construed at all times to satisfy these objectives.

ELIGIBILITY

“Eligible Employees” include all full-time, W-2 employees of the City working 30 or more hours per week. Access to the Wellness Center is effective as of the Eligible Employee’s date of hire.

An Eligible Employee’s spouse and dependent children (age 2 through age 26) are also eligible to receive services from the Wellness Center; provided the spouse and dependent children are also enrolled in the City’s group medical plan.

Dependent children who have a mental or physical handicap and rely primarily on the Eligible Employee for support may continue coverage beyond the Plan age 26 limiting age. Dependent children include an Eligible Employee’s biological children, step-children, foster children, adopted children, children placed for adoption, and children the Employee is legally obligated to support.

Eligibility to receive benefits at the Wellness Center will end on the last day of the month in which the Eligible Employee terminates employment or a dependent ceases to be eligible, subject to COBRA discussed below.

Individuals classified as a non-W-2 employees are not eligible. The City’s employment classification of an individual will be conclusive for all purposes and will apply irrespective of any contrary employment classification of an individual by any other governmental agency, a court of competent jurisdiction or any other person or entity.

USING THE WELLNESS CENTER

The City has entered into a contract with Premise Health Employer Solutions, LLC together with Healthworks Medical Group of Texas, Darlington, P.A. (collectively “Premise Health”) to operate the Wellness Center. Premise Health has sole responsibility for providing

medical services, staffing the Wellness Center and administering the day-to-day operations of the Wellness Center.

The Wellness Center may be accessed as follows:

Location	Hours
7589 Preston Road, Suite 300 & 400 Frisco, Texas 75034	Monday through Friday, excluding holidays from 8 a.m. through 5 p.m. with closure from 12 p.m. to 1 p.m. These hours are subject to change.

Eligible Employees and their dependents are encouraged to schedule an appointment for services in advance. Walk-in appointments will be accepted only if an open appointment is immediately available. Aside from appointments, use of the Wellness Center is on a first-come first-serve basis and must be used in a manner which is consistent with the City's leave policies.

COST OF THE PLAN

All costs for the Wellness Center are paid by the City. There is no separate employee or dependent premium or charge for services received from the Wellness Center. Any prescribed medications will be subject to the City's medical and prescription drug plan or, if not enrolled in the City's plan, any other medical and prescription drug insurance. Any prescribed drugs that are not covered by the individual's medical and prescription drug insurance plan will be the sole responsibility of the individual.

COVERED SERVICES

The following medical services are available through the Wellness Center:

- Primary Care
 - Preventive Services
 - Health Risk and Condition Management
 - Acute/Urgent Care
 - Pediatric Care
 - Referral Management
 - Lifestyle Medicine
 - Health Promotion and Health Education Services
 - Emergency Response
- Biometric Screening
- Drug/Alcohol Testing
- Hearing Conservation
 - Hearing Evaluations
 - Audiograms as necessary

- Laboratory Services
- Medical Evaluation of Fire Fighters
- Medical Evaluation of Law Enforcement Officers
- Occupational Health
 - Injury Prevention
 - Regulatory Testing and Recordkeeping
 - Medical Surveillance Exams and Related Services
- Travel Medicine
 - Vaccinations
 - Post-travel Triage
- Vaccines, including seasonal influenza vaccine
- Vision Screening
- Women’s Health

Premise Health reserves the right to exercise its professional medical judgment in providing or denying treatment for any medical injuries or illnesses, including but not limited to occupational health matters.

CLAIMS AND APPEALS

In the event that an employee or dependent has a claim concerning eligibility for benefits or a covered benefit, the employee or dependent (“Claimant”) may file a claim with 60 days (the “Claims Administrator”) with the City’s Human Resources Department (972-292-5000).

The Claims Administrator will generally review and respond to the Claimant within 30 days of the date the claim is filed. If a claim is denied for any reason, the Claimant may request a second review within 60 days following the receipt of the initial denial. The City will designate a person or persons who were not involved in the original claim to review and respond to the appeal. The decision on appeal will be delivered in writing within 30 days and will be binding and final for all purposes.

AMENDMENT AND TERMINATION

Notwithstanding any provision in this document to the contrary, the City reserves the right to amend, modify or terminate the benefits described in this document from time to time in any manner it deems appropriate.

ADMINISTRATION

The City has sole authority to interpret the provisions of this document. The decisions of the City may not be overturned unless found by a court to be arbitrary and capricious.

As described in this document or otherwise, the City may delegate responsibilities for the operation and administration of the plan, may employ persons to assist in fulfilling its responsibilities under the Plan, may designate fiduciaries other than those named in this document, and may allocate or reallocate fiduciary responsibilities under the document.

CONTINUATION OF COVERAGE

Retirees. If you are a retiree of the City of Frisco, you will continue to have access to the Wellness Center as long as you timely elect to continue your coverage under the City's group medical and prescription drug plan through direct billing. If you are eligible for but do not elect retiree medical coverage, your access to the Wellness Center will be limited to the same post-termination period as non-retirees described below.

Non-Retirees. If you terminate employment with the City other than for gross misconduct, you will be entitled to continue to have access to the Wellness Center for a limited period, at your own expense, pursuant to the health plan continuation provisions under the Public Health Services Act (commonly referred to as "COBRA"). If you want to elect COBRA coverage, you must do so within 60 days following your termination of employment.

The duration of COBRA is generally 18-months. However, if you are disabled (within the meaning of the Social Security Act) at the time of your termination of employment, or become so disabled during the first 60 days of COBRA coverage following your termination of employment, COBRA coverage can continue for up to 29 months.

You must pay for the COBRA coverage you elect, on an after-tax basis, in monthly amounts. The cost of your COBRA coverage will be separately communicated to you. Payments are due monthly. There is a grace period of at least 30 days for payment of the regularly scheduled premium.

Your COBRA continuation coverage may be terminated for any of the following reasons:

- The City terminates the benefits offered through the Wellness Center for all employees;
- You fail to pay any required premium on time;
- You become covered, after the date of the election of COBRA coverage, under Medicare or under another group health plan; or
- Fraud or misconduct.

MISCELLANEOUS

Governing Law: This document will be construed, regulated and administered according to the laws of the State of Texas.

Construction: The headings and subheadings in this document have been inserted for convenience of reference only and will not affect the construction of the provisions of the program. In any necessary construction of this document, the masculine gender will include the feminine gender and the singular will include the plural where applicable and vice versa.

No Guarantee of Employment: This document will not be deemed to constitute a contract between the employer and any employee or to be consideration or an inducement for the employment of any employee. No participant will acquire any right to be retained in an employer's employ by virtue of the program; nor upon his dismissal or upon his voluntary

termination of employment, will he have any right or interest in the program other than as specifically provided in the program.

No Guarantee of Tax Treatment: The plan administrator and the employer do not guarantee that any amounts paid for the benefit of any participant are excludable from the participant's income for federal, state, or local income tax purposes or from wages for FICA purposes.

Severability: If any provision of this document is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of the document, and the document will be construed and enforced as if such provision had not been included.