



**COUNTY OF KENT**

**SHORT TERM DISABILITY  
PLAN DESCRIPTION  
FOR**

**PLAN 1**

**REINSTATED DATE: January 1, 2019**

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## INTRODUCTION

This document is a description of Kent County Short Term Disability Plan (the Plan). No oral interpretations can change this Plan. The Plan described is designed to protect Plan Participants against lost income during periods of disability.

Your Short Term Disability Plan is intended to be a payroll practice of the County of Kent and is not governed by Employee Retirement Income Security Act of 1974, as amended (ERISA).

Coverage under the Plan will take effect for an eligible Employee when the Employee satisfies the Elimination Period and all the eligibility requirements of the Plan.

The Employer fully intends to maintain this Plan indefinitely. However, it reserves the right to terminate, suspend, discontinue or amend the Plan at any time and for any reason.

Changes in the Plan may occur in any or all parts of the Plan including benefit coverage, exclusions, limitations, definitions, eligibility and the like. Failure to follow the eligibility requirements of this Plan may result in delay of coverage or no coverage at all. Benefits from the Plan can be reduced or denied because of certain provisions in the Plan, such as a lack of medical evidence to support the need for leave, late filing of a claim, a Plan Exclusion.

If the Plan is terminated, amended, or benefits are eliminated, the rights of Employees covered under this Plan are limited to covered benefits incurred before termination, amendment or elimination.

This document summarizes the Plan rights and benefits for coverage and is divided into the following parts:

**Eligibility.** Explains eligibility for coverage under the Plan, funding of the Plan and when the coverage takes effect and terminates.

**Coordination of Benefits and Family & Medical Leave.** Shows the Plan payment order when an Employee qualifies for paid sick or vacation time during the Elimination Period. Explains when approved leave runs concurrent with the Family & Medical Leave Act or state-mandated medical leave laws.

**Elimination Period, Amount of Benefits, FICA/Income Tax.** Explains when an Employee qualifies for benefits, the amount and withholdings.

**Schedule of Benefits.** Provides an outline of the Plan's benefit payment formulas as well as payment limits.

**Period of Disability.** The period of Total Disability that meets the Plan's requirements and is approved by the Third Party Administrator or Employer.

**Exclusions, Special Limitations.** Shows what types of situations or conditions are not covered.

**Claim Procedure.** Explains the rules for filing claims and the claim appeal process.

**Responsibilities of Plan Administrator.** Explains the obligations of the Plan Administrator for administration of the Plan.

**Plan Administrator, Funding.** Outlines the Plan's Administrator and funding of the Plan.

## DEFINITIONS

**Active Employee** is an Employee who is on the regular payroll of the Employer and who is at the place of employment and is performing all the essential functions of his or her occupation, with or without accommodation, on a full-time or part-time basis.

**Active Work** means an Employee is regularly employed by the Employer and performing all the essential functions of his or her occupation, with or without accommodation, for the regularly scheduled work week.

**Appropriate Care** means the determination of an accurate and medically supported diagnosis of your Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

**Days** mean calendar days unless otherwise noted.

**Employee** means a person who is an Active, regular Employee of the Employer, regularly scheduled to work for the Employer in an Employee/Employer relationship.

**Employer** is County of Kent.

**FML** means state-mandated medical leave laws in the state where the Employee works for the Employer.

**FMLA** means Family and Medical Leave Act of 1993, as amended.

**Illness** means a bodily disorder, disease, physical sickness or mental disorder. Illness includes pregnancy, childbirth, miscarriage or complications of pregnancy.

**Injury** means an accidental physical injury to the body caused by unexpected external means.

**Physician** means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to you that is appropriate for your condition and locality. The term does not include a chiropractor, you, your spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or spouse, or a person living in your household

**Plan** means Kent County Short Term Disability Plan, which is a benefit plan for certain Employees of County of Kent and is described in this document.

**Plan Year** is January through December.

**Short Term Disability** is also referred to as "STD".

**Total Disability (Totally Disabled)** means an Active Employee is unable to perform the material duties of his or her regular job or a similar occupation for which the person is reasonably capable due to education and training, as a result of Injury or Illness. In evaluating the Disability, the Third Party Administrator will consider the duties of the job as it is normally performed for the Employer. The Employer or its Third Party Administrator will determine Total Disability.

**Weekly Earnings** means an Employee's weekly base salary, excluding bonuses, commissions or other non-regular pay, immediately prior to Total Disability and limited to 40 hours per week.

## SHORT TERM DISABILITY BENEFITS

### **ELIGIBILITY**

An Employee shall be eligible to receive Short Term Disability benefits upon satisfying all of the following requirements. The Employee:

1. is a covered Employee as described in Attachment A;
2. is classified by the Employer as an Employee, is scheduled to work at least 20 hours per week, and is NOT a temporary, seasonal or substitute Employee;
3. is eligible for benefits:
  - A. The first day after six (6) months of consecutive employment from the date of hire.
  - B. If the Employee is not actively at work on his or her effective date of coverage then the effective date will be delayed until he or she returns to Active Work in a full-time or part-time position;
4. the Eligibility Waiting Period does not apply if either apply:
  - A. an Employee was a former Employee rehired within 90 days after their termination date and had previously satisfied the Eligibility Waiting Period prior to their termination date
  - B. an Employee was an active full-time or part-time Employee of a company acquired by the Employer and satisfied the Eligibility Waiting period under the former company's plan.

If the Employee did not fully satisfy the Eligibility Waiting Period, credit will be given for any time that was satisfied;

5. must be Totally Disabled and the Employee's disability started after the Employee is covered for this benefit. For this purpose, Totally Disabled means the Employee has an Illness or Injury which renders them incapable of performing all of the essential functions of his or her job;
6. is under the continuous care of a Physician;
7. has satisfied the Elimination Period described below;
8. meets all other eligibility requirements of this Plan;
9. has submitted a claim for Short Term Disability benefits to the appointed Third Party Administrator, within thirty-one (31) days from the date of Total Disability and has submitted satisfactory proof of his or her Total Disability.

### **ELIMINATION PERIOD**

The Elimination Period starts with the first date of the Employee's Total Disability. If the Injury results in Total Disability within 30 days after the Injury, the Elimination Period for "Injury" shall apply. If the Injury does not meet these requirements, then the Elimination Period for "Illness" shall apply.

1. Injury (non-occupational).....0 days
2. Inpatient hospital admission or outpatient surgery performed within the first seven days of Total Disability.....0-7 days
3. Illness or pregnancy.....7 days

**SCHEDULE OF BENEFITS**

Benefits are payable after the Elimination Period has been satisfied for:

1. Injury (non-occupational).....	1 <sup>st</sup> day
2. Inpatient hospital admission or outpatient surgery performed within the first seven days of Total Disability.....	1 <sup>st</sup> – 8 <sup>th</sup> day
3. Illness or pregnancy.....	8 <sup>th</sup> day
Weekly Benefit Amount.....	67% of weekly earnings
Maximum Benefit Amount.....	\$3,000 per week
Minimum Benefit Amount.....	\$15 per week or 10% of Covered Earnings
Maximum Benefit Weeks.....	26 weeks within any 52 week period, not including Elimination period if any.

**AMOUNT OF BENEFIT**

The Short Term Disability benefit equals the Weekly Benefit Amount, which shall not exceed the Maximum Benefit Amount if applicable. For this purpose, average weekly earnings mean the Employee’s current equivalent hourly rate of pay (overtime hours and bonus amounts are not included) times his or her regularly scheduled work hours. Benefits shall be paid on the basis of 1/7<sup>th</sup> of the weekly benefit amount for each day of approved Total Disability, excluding the Elimination Period.

**PERIOD OF DISABILITY**

A period of disability will start on the first date the Physician endorses the employee is Totally Disabled and the Employee’s leave has been approved by the Employer. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Plan. You must provide the Plan, at your own expense, satisfactory proof of Total Disability before benefits will be paid. The Plan will require continued proof of your Total Disability for benefits to continue.

Short Term Disability benefits continue until the earlier of:

1. The end of the maximum number of weeks as stated in the Schedule of Benefits;
2. The date you are no longer disabled;
3. The date you or your physician fails to respond to requests for information for disability verification;
4. The date that you are released to return to work on a restricted basis (see the “Return To Work With Restrictions” section), but refuse to do so;
5. The date of your death; or
6. The date on which your Employer terminates your coverage for cause (e.g., due to fraud or misrepresentation in a claim for benefits).

**SUCCESSIVE PERIODS OF DISABILITY**

Successive periods of disability separated by less than 14 calendar days of full-time or part-time Active Work will be considered one continuous period of disability. A clearly unrelated Illness or Injury will be considered a new disability if the Employee has returned to full-time or part-time Active Work for at least one day.

## **RETURN TO WORK WITH RESTRICTIONS/ PARTIAL DISABILITY**

If your physician fully documents your restrictions and approves you to return to work and work is available for you to safely perform within those restrictions, you may continue to receive Short Term Disability benefits after you return to work. If you return to work on this basis, you will still be considered disabled for the purposes of the Short Term Disability Plan. Any pay that you receive for this work will reduce the amount of your Short Term Disability benefits. The Maximum Benefits Weeks will not be extended for periods of partial disability. The Employer reserves the right to return an employee to a medical leave status if work is no longer available within the employee's work restrictions.

## **EXCLUSIONS**

Short Term Disability benefits will not be paid:

1. **Cosmetic Surgery or Surgical Procedures.** Any cosmetic surgery or surgical procedure that is not Medically Necessary. "Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the injury or illness; and (b) appropriate according to conventional medical practice for the Injury or Illness in the locality in which the surgery is performed. Disability Benefits will be payable if the Disability is caused by you donating an organ in a non-experimental organ transplant procedure;
2. **Illegal Acts, Incarceration, Riot.** Any injury or illness caused by your (1) commission of or attempt to commit a felony, or other illegal act; or (2) engagement in an illegal occupation; or (3) operation of a motor vehicle with a blood alcohol content in excess of legal limits; or (4) detention or incarcerated in a facility such as a jail, prison or penal institution; or (5) when in the custody of law enforcement officers; or (6) participation in a riot;
3. **Late Filing.** For any period that the Short Term Disability claim form or the Short Term Disability Extension Form is not submitted within the specified time frames;
4. **Layoff.** If the Employee becomes Totally Disabled while on a layoff, any day of Total Disability, which occurs during such layoff;
5. **License, Permit or Certification.** The revocation, restriction or non-renewal of your license, permit or certification necessary to perform the duties of your occupation unless due solely to injury or illness otherwise covered by the Plan;
6. **Military Service or War.** Any illness or injury caused while an Employee is serving in the armed forces of any country or caused by riot, war or any act of war, declared or undeclared;
7. **Occupational Illness or Injury.** For an illness or injury for which benefits are payable under Workers' Compensation or any other similar occupational disease law. This exclusion applies whether or not the Employee has failed to apply or has declined coverage under the Workers' Compensation or other similar law;
8. **Suicide, attempted suicide, or self-inflicted injury.** Suicide, attempted suicide, or self-inflicted injury while sane or insane;

## **SPECIAL LIMITATIONS**

**Other Income Benefits.** An Employee for whom Disability Benefits are payable under this Plan may be eligible for benefits from Other Income Benefits. If so, the Employer or its Third Party Administrator may reduce the Disability Benefits by the amount of such Other Income Benefits.

1. **Motor Vehicle Injury.** Coordination of benefits shall apply when an injury or illness is a result of a motor vehicle accident, as defined by the State in which the Employee resides. Short Term Disability benefits shall be considered secondary where wage continuation is primary under the Employee's motor vehicle policy. Short Term Disability benefits shall not exceed the maximum amounts stated in this Plan. "Motor vehicle" means an automobile, trailer or any other vehicle that has two or more wheels and is operated or designed for operation on a public highway by power other than muscular power. A motor vehicle does not include a motorcycle, dirt bike, moped, all-terrain vehicle (ATV), off-road vehicle (ORV), snow mobile, or a farm tractor or other implement of husbandry that is not subject to the registration requirements of the State's vehicle code in which the Employee resides;
2. **Retirement Plan.** Any Retirement Plan benefits funded by the Employer. "Retirement Plan" means any defined benefit or defined contribution plan sponsored or funded by the Employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan. The two benefits together shall not exceed 100% of the Short Term Disability benefit;
3. **Social Security Disability Income.** If you are entitled to receive Social Security disability benefits, the Social Security disability benefits shall pay primary and this STD Benefit shall pay on a secondary basis. The two benefits together shall not exceed 100% of the Short Term Disability benefit;
4. The Canada and Quebec Pension Plans;
5. The Railroad Retirement Act;
6. Any local, state, provincial or federal government disability or retirement plan or law payable for Injury or Sickness provided as a result of employment with the Employer;
7. Any Salary Continuation plan of the Employer;
8. Any sick leave that, in combination with the Disability Benefit, exceeds 100% of Covered Earnings;
9. Any proceeds payable under any franchise or group insurance or similar plan. If other insurance applies to the same claim for Disability and contains the same or similar provision for reduction because of other insurance, the Employer or its Third Party Administrator will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies;
10. Any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise for a disability for which disability benefits are payable under this Plan, where a third party may be liable, regardless of whether liability is determined.

**Uncontrollable Events.** A natural disaster, war, riot, civil insurrection, epidemic, or other uncontrollable event may make the Plan's offices, personnel, or financial resources unable to provide or arrange for provision of covered benefits. Neither the Plan nor the Third Party Administrator will be liable if you do not receive those services or payments or if they are delayed. But the Plan and the Third Party Administrator will make a good faith effort to see that the services or payments are provided, considering the impact of the event.



**Termination of Employment.** Short Term Disability benefits will continue to be paid after an employee's employment with the Employer has been terminated, provided the employee is on an approved Short Term Disability leave prior to termination of employment and all other requirements of the Plan are met. This is true regardless of the reason for termination (i.e., retirement, for cause termination by Kent County, employee voluntarily resigns employment to accept another position, etc.). Benefits will cease when the employee is no longer Totally Disabled, is deceased, has not met the Plan's requirements, or has reached the Maximum Benefit Weeks, whichever comes first.

### **FICA/INCOME TAX, INSURANCE PREMIUMS**

Federal law requires employers and employees to pay Social Security contributions on disability income benefits during the first six (6) months of absence. Federal income tax and FICA withholdings will be assessed on your disability income benefits. The Plan Administrator will be responsible for withholding FICA taxes from your disability income benefits and will deposit taxes as required by law. The amounts of FICA and income deductions will be shown on the form accompanying your disability payment.

### **RECOVERY OF OVERPAYMENT**

The Plan Administrator has the right to recover any benefits they have overpaid. The Plan Administrator may use any or all of the following to recover an overpayment:

1. Request a lump sum payment of the overpaid amount;
2. Reduce any amounts payable under this Policy; and/or
3. Take any appropriate collection activity available to the Plan Administrator.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when you die, any benefits under the Plan will be reduced to recover the overpayment.

### **COORDINATION OF BENEFITS AND FAMILY & MEDICAL LEAVE (FML)**

Short Term Disability benefits run concurrent with the Family and Medical Leave Act (FMLA) and state mandated medical leave laws (also known as "FML"). Employees may be required to use their available vacation time or Paid/Earned Time Off to meet the Elimination Period. Please refer to your Employer's FMLA or FML policy for further details.

### **DISABILITY CLAIM PROCEDURE**

Following is a description of how the Plan processes Short Term disability claims for benefits. A claim is defined as any request for a Plan benefit, made by a claimant or by a representative of a claimant that complies with the Plan's reasonable procedure for making benefit claims. The times listed are maximum times only. A period of time begins at the time the claim is filed. Decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

#### ***Initial claims***

The Employee contacts MorningStar Health or the Employer's Human Resources Department to obtain a Short Term Disability claim form.

An Employee who has a scheduled surgery, birth of a child, etc. should submit a claim form prior to the commencement of his or her disability leave to receive a benefit determination. **All claims must be submitted within 31 days from the date of first disability to be eligible for benefits under this Plan.**

The Employee and physician complete the claim form. The Employee submits the completed claim to the Third Party Administrator as indicated on the form.

### ***Extension of Benefits***

If an Employee is unable to return to work after the last approved date of his/her Short Term Disability leave, a Short Term Disability Extension Form must be submitted to the Third Party Administrator within fourteen (14) calendar days to be eligible for paid benefits.

If the Employee can provide acceptable proof that despite his or her diligent, good faith efforts the claim form could not be submitted within the required timeframes, the claim will be reconsidered.

### ***Independent Medical Evaluation***

The Employer may at its sole discretion and expense require the Employee to participate in an Independent Medical Evaluation (IME) to determine if he or she is able to return to work and in what capacity. The IME's opinion is final and binding between the parties.

### ***Benefit Determinations***

The times listed are maximum times only. A period of time begins at the time the claim is filed. Decisions will be made within a reasonable period of time appropriate to the circumstances.

A claim must be resolved, at the initial level, within 45 days of receipt. The Plan Administrator may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan.

If, after extending the time period for a first period of 30 days, the Plan Administrator, or their appointed Third Party Administrator, determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30 day period.

Appropriate notice must be provided to the claimant before the end of the first 45 days and again before the end of each succeeding 30 day period. This notice will explain the circumstances requiring the extension and the date the Plan Administrator, or their appointed Third Party Administrator, expects to render a decision to the claimant. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues.

### ***Adverse Benefit Determinations***

The Plan Administrator, or their appointed Third Party Administrator, shall provide written or electronic notification of any adverse benefit determination. The notice will state:

1. The specific reason or reasons for the adverse determination.
2. Reference to the specific Plan provisions on which the determination was based.
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
4. A description of the Plan's reviews procedures and the time limits applicable to such procedures.
5. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
6. If the adverse benefit determination was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge.

If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the adverse benefit determination and a copy will be provided free of charge.

### ***Appeals***

When a claimant receives an adverse benefit determination, the claimant has 180 days following receipt of the notification in which to appeal the decision. A claimant may submit written comments, documents, records, and other information relating to the claim. If the claimant so requests, he or she will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The claimant will be notified of the determination on review of the adverse benefit determination no later than 45 days after receipt of the request for review, unless special circumstances require an extension of time for processing. In such a case, the claimant will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator, or their appointed Third Party Administrator, must notify the claimant of the determination on review no later than 90 days after receipt of the request for review.

A document, record, or other information shall be considered relevant to a claim 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 it was relied upon in making the benefit determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
4. constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The review shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The review will not afford deference to the initial adverse benefit determination and will be considered by an appointed fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

### ***Finality of Decisions***

The Plan Administrator has full discretion in determining any matter regarding benefits under the Plan. The decision of the Plan Administrator upon review of any claim will be binding upon the claimant, his heirs and assigns, and all other persons claiming by, through or under him.

### ***Limitation on Court Action***

Any suit brought to contest or set aside a decision of the Plan Administrator is to be filed in a court of competent jurisdiction within one year from the date of the receipt of written or electronic notice of the Plan Administrator's final decision. Service of legal process shall be made upon the Plan or upon the Plan Administrator at the respective addresses specified in this Plan description.

## **RESPONSIBILITIES FOR PLAN ADMINISTRATION**

### ***PLAN ADMINISTRATOR.***

Kent County Short Term Disability Plan is the benefit plan of County of Kent, the Plan Administrator. An individual may be appointed by County of Kent to be the Plan Administrator and serve at its convenience. If the Plan Administrator resigns, dies or is otherwise removed from the position, County of Kent, shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

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

***DUTIES OF THE PLAN ADMINISTRATOR.***

1. To administer the Plan in accordance with its terms.
2. To interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions.
3. To decide disputes that may arise relative to a Plan Participant's rights.
4. To prescribe procedures for filing a claim for benefits and to review claim denials.
5. To keep and maintain the Plan documents and all other records pertaining to the Plan.
6. To appoint a Third Party Administrator to adjudicate claims.
7. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.

***PLAN ADMINISTRATOR COMPENSATION.*** The Plan Administrator serves without compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

***FIDUCIARY.*** A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, or has discretionary authority or responsibility in the administration of the Plan.

***FIDUCIARY DUTIES.*** A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the Employees and defraying reasonable expenses of administering the Plan. These are duties, which must be carried out with care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;

***THE NAMED FIDUCIARY.*** A "named fiduciary" is the one named in the Plan. A named fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary shall not be liable for any act or omission of such person.

***THIRD PARTY ADMINISTRATOR IS NOT A FIDUCIARY.*** A Third Party Administrator is not a fiduciary under the Plan by virtue of paying claims in accordance with the Plan's rules as established by the Plan Administrator.

## **FUNDING THE PLAN AND PAYMENT OF BENEFITS**

The cost of the Plan is funded as follows:

**For Employee Coverage:** Funding is derived from the funds of the Employer.

### **PLAN IS NOT AN EMPLOYMENT CONTRACT**

The Plan is not to be construed as a contract for or of employment.

### **CLERICAL ERROR**

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The Employee receiving the overpayment will be required to return the incorrect amount of money.

### **AMENDING AND TERMINATING THE PLAN**

The Employer intends to maintain this Plan indefinitely; however, it reserves the right, at any time, to amend, suspend or terminate the Plan in whole or in part.

## **GENERAL PLAN INFORMATION**

### **TYPE OF ADMINISTRATION**

The Plan is a self-funded, self-administered Short Term Disability Plan and the administration is provided through a Third Party Administrator. The funding for the benefits is derived from the funds of the Employer. The Plan is not insured.

**PLAN NAME:** Kent County Short Term Disability Plan

**EMPLOYER IDENTIFICATION NUMBER (EIN):** 38-6004862

**PLAN EFFECTIVE DATE:** January 1, 2018

**PLAN YEAR BEGINS:** January 1

**PLAN YEAR ENDS:** December 31

### **EMPLOYER INFORMATION**

County of Kent  
300 Monroe Ave. NW  
Grand Rapids, MI 49503-2222

### **PLAN ADMINISTRATOR**

County of Kent  
300 Monroe Ave. NW  
Grand Rapids, MI 49503-2222

ATTACHMENT A

<b>Employee Classifications Covered</b>
All active Prosecuting Attorneys of Kent County regularly working a minimum of 20 hours per week.
The active County Administrator/Controller of Kent County regularly working a minimum of 20 hours per week.
All active Circuit Court Referees of Kent County working a minimum of 20 hours per week.
All active UAW General Unit Employees of Kent County regularly working a minimum of 20 hours per week.
All active members of TPOAM hired after July 1, 2016 regularly working a minimum of 20 hours per week.
All active Members of Kent County Deputy Sheriff's Association regularly working a minimum of 40 hours per pay period.
All active Captains and Lieutenants of Kent County regularly working a minimum of 20 hours per week.
All active Public Health Nurses of Kent County regularly working a minimum of 20 hours per week.
All active Union Parks Employees of Kent County regularly working a minimum of 20 hours per week.
All active Management Pay Plan Employees of Kent County regularly working a minimum of 20 hours per week.
All active Kent County Law Enforcement Association (KCLEA) hired after 1/1/19 regularly working a minimum of 40 hours per pay period.

**AGENT FOR SERVICE OF LEGAL PROCESS**

County of Kent  
300 Monroe Ave. NW  
Grand Rapids, MI 49503-2222

**THIRD PARTY ADMINISTRATOR**

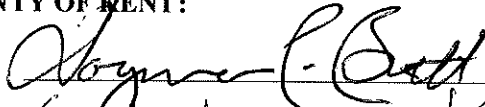
MorningStar Health, Inc.  
801 Broadway Ave., NW  
Suite 201  
Grand Rapids, Michigan 49504

**BY THIS SIGNING**, Kent County Short Term Disability Plan is hereby adopted as shown.

**IN WITNESS WHEREOF**, this instrument is executed on or as of the day and year first written above.

**COUNTY OF KENT:**

By:



Its:

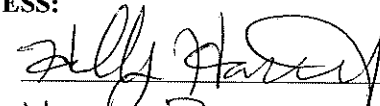
County Administrator / Controller

Date:

August 6, 2019

**WITNESS:**

By:



Its:

Human Resources Manager

Date:

August 6, 2019