

## ARTICLE 25. HEALTH BENEFITS

### Section 1. Active Fire Fighters Health Benefits.

- A. The City shall provide all active Fire Fighters who are eligible with family medical benefits and shall pay the cost of benefits as agreed upon here. The minimum benefits provided are those as stated in the Master Contract Document for the City of San Antonio, San Antonio Professional Fire Fighters Association (referred to as “Master Contract Document”), which is attached and incorporated herein as Attachment II. Provisions and benefits specified in the Master Contract Document shall not be reduced during the life of this Agreement; however, the City reserves the right to change carriers or plan administrators at any time at its discretion. While the City is prohibited from reducing the provisions and benefits specified in the Master Contract Document during the life of this Agreement, a determination of what medical service is medically necessary for a particular patient, or any reduction in the usual and customary charge for that medical service, will not be construed as a reduction in the benefits; provided that the determination is made in accordance with the procedure and criteria described in the Master Contract Document.
- B. Active Fire Fighters covered under this Agreement shall be granted the option of entering into or exiting from the civilian benefits program as provided for by the City to substitute for the basic program as outlined in this Agreement. That option must be exercised by the active Fire Fighter during the re-enrollment period between the dates of October 1, and December 31, of each calendar year.

### Section 2.

This Agreement, and the Master Contract Document for health benefits adopted here, shall control the available health benefits during the term of this agreement, for active Fire Fighters.

### Section 3.

Health care benefits for active Fire Fighters shall not be terminated, altered, modified or reduced, during the term of the Agreement, except by amendments or successors to this Agreement.

### Section 4.

It is understood and agreed that the provisions of this Agreement and the Master Contract Document for health benefits have been drafted in substantial and material reliance upon existing provisions of federal and state law concerning employee health benefits. Any change in federal or state law or regulations which changes the obligations of either party, or the applicability or extent of Medicare benefits, or materially alters the assumptions relied upon in negotiations shall entitle the City or the Union to reopen negotiations concerning health benefits.

### Section 5.

~~Effective April 1, 2020, bargaining~~ Bargaining unit employees will continue to be offered two health plans with plan designs and employee contributions described in the chart below with the

understanding that IRS required changes will be applied in accordance with required laws and regulations:

ITEM	Fire Value Plan		Fire Consumer Driven Health Plan	
	In-Network	Out of Network	In-Network	Out of Network
Office Visits Primary Care Specialty Care	\$25 co-pay \$50 co-pay	40% after Deductible 40% after Deductible	0% once deductible is met	0% once deductible is met
Co-insurance (member share)	20% after deductible	40% after deductible	0% once deductible is met	0% once deductible is met
Individual Deductible Individual / Family	\$500 / \$1,000	\$1,500 / \$3,000	\$3,200 / \$6,000	\$4,500 / \$9,000
Individual Out Of Pocket Maximum Individual / Family  All eligible cost share amounts apply toward the Out of Pocket Maximum)  Once the Out of Pocket Maximum is met, all benefits increase to 100% coverage with no member cost sharing for the remainder of the calendar year, except for monthly employee contributions	\$1,500 / \$3,000	\$3,000 / \$6,000	\$3,200 / \$6,000	\$4,500 / \$9,000
Emergency Room Facility charges	\$250 Co-Pay, then 20% coinsurance. Co-pay waived if admitted	\$250 Co-Pay, then 20% coinsurance. Co-pay waived if admitted	0% once deductible is met	0% once deductible is met
Emergency Room Physician charges	20% after deductible	20% after deductible	0% once deductible is met	0% once deductible is met
Urgent Care	\$50 Co-Pay	40% after deductible	0% once deductible is met	0% once deductible is met
Mental Health Visits	\$25 Co-Pay	40% after deductible	0% once deductible is met	0% once deductible is met
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
<b>Pharmacy Program (CVS Value Formulary or Equivalent)</b>				
Coordination with Calendar Year Medical Deductible	No	Not applicable	Yes	Not applicable
Separate In-Network Brand Drug Deductible Per Person	\$100	Not applicable	Covered Non Preventive Drugs are subject to the Calendar Year Deductible	Not applicable
In-Network Rx Out of Pocket Max	All cost share applies to the annual Out of Pocket Maximum above	Not applicable	All cost share applies to the annual Out of Pocket Maximum above	Not applicable
<b>Pharmacy Co-Pays</b>				
Affordable Care Act Preventive Drugs	Covered at 100% No Member Cost Sharing	Not Covered	Covered at 100% No Member Cost Sharing	Not Covered
Tier 1: 1-30 day supply	\$10 Co-pay (or prescription cost, whichever is less)	Not Covered	Non ACA preventive drugs are subject to the same co-pay structure as the Value Plan.	Not Covered
Tier 2: 1-30 day supply	\$25 Co-pay	Not Covered		Not Covered
Tier 3: 1-30 day supply Specialty Drug	\$40 Co-pay	Not Covered		Not Covered
Tier 1: Retail/Mail 90-day supply	\$20 Co-pay	Not Covered	All other drugs are subject to the calendar year deductible.	Not Covered
Tier 2: Retail/Mail 90-day supply	\$50 Co-pay	Not Covered		Not Covered
Tier 3: Retail/Mail 90-day supply	\$80 Co-pay	Not Covered		Not Covered
<b>OTHER (Services are provided per provisions above, with following provisos)</b>				
Occupational, Speech and Physical Therapy	No annual limit *speech includes child born under the plan with developmental disorder or birth defects	No annual limit *speech includes child born under the plan with developmental disorder or birth defects	No annual limit *speech includes child born under the plan with developmental disorder or birth defects	No annual limit *speech includes child born under the plan with developmental disorder or birth defects
Serious Mental Health Physician Services – Office Visits	Full Mental Health Parity – covered same as any illness	Full Mental Health Parity – covered same as any illness	Full Mental Health Parity – covered same as any illness	Full Mental Health Parity – covered same as any illness
Chiropractic	20% after deductible	Not Covered	In-network: 0% once deductible is met	Not Covered
In-Vitro Coverage	20% after deductible Limit to six attempts per lifetime	40% after deductible Limit to six attempts per lifetime	0% after deductible Limit to six attempts per lifetime	0% after deductible Limit to six attempts per lifetime
Routine Physical Exams (annual for age 2 and up)	0%	40% after deductible to \$300 per year	0%	0% after deductible to \$300 per year

<b>Dependent Children Well Visits</b>	0% birth to age 2 with no annual \$ limit	40% after deductible up to \$300 per year	0% birth to age 2 with no annual \$ limit	0% after deductible up to \$300 per year
<b>Pap, Mammogram, PSA</b>	Covered at 100%, annually, age and gender appropriate	40% after deductible 48	Covered at 100%, annually, age and gender appropriate	0% after deductible
<b>Immunizations</b>	0%	40% after deductible	0%	0% after deductible

DRAFT

The pharmacy coverage is as outlined in the CVS Value formulary or its equivalent if a new PBM is selected during the contract term.

Employee Monthly Contributions and CDHP plan Health Savings Account contributions are as follows:

Monthly Employee Contributions										
	20202025		20212026		20222027		20232028		20242029	
	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP
EE Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EE & Spouse	<del>\$100.10</del> \$161.22	\$0.00	<del>\$110.11</del> \$177.34	\$0.00	<del>\$121.12</del> \$195.07	\$0.00	<del>\$133.23</del> \$214.58	\$0.00	<del>\$146.56</del> \$236.04	\$0.00
EE & Children	<del>\$67.10</del> \$108.06	\$0.00	<del>\$73.81</del> \$118.87	\$0.00	<del>\$81.19</del> \$130.76	\$0.00	<del>\$89.31</del> \$143.83	\$0.00	<del>\$98.24</del> \$158.22	\$0.00
EE & Family	<del>\$166.10</del> \$267.51	\$0.00	<del>\$182.71</del> \$294.26	\$0.00	<del>\$200.98</del> \$323.69	\$0.00	<del>\$221.08</del> \$356.05	\$0.00	<del>\$243.19</del> \$391.66	\$0.00

Health Savings Account (H.S.A.) Annual City Contributions (only for CDHP)										
(Voluntary employee contributions may be made to a Flexible Spending Account if the employee is not eligible for the H.S.A.)										
	20250		20261		20272		20283		20294	
	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP	Value	CDHP
EE Only	\$0	<del>\$1,500</del> \$1,675	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500
EE & Spouse	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500
EE & Children	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500
EE & Family	\$0	<del>\$1,500</del> \$1,675	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500	\$0	<del>\$1,675</del> \$1,500

- A. The above years are plan (currently calendar) years. ~~The first year plan for 2020-2025 begins in April and ends in December. Payments made by covered members (employees, plus any dependent(s)) that have accumulated toward the deductible and out-of-pocket maximums will credit toward the first year of the new health plan ending December 31, 2020-2025. Subsequent years 2021, 2022, 2023, 2024, 2026, 2027, 2028, 2029 and any evergreen period will be in calendar years (January through December).~~ Employee monthly contributions (under the Value plan) will increase by 10% over the prior year's contribution every year during the life of the agreement (including during evergreen). Out-of-network claims will be capped at the in network allowable amounts under both the Value and CDHP plans.
- B. Health Savings Account Contributions for CDHP will continue during evergreen.

**Section 6. Fire Health Benefits Working Group**

The City and the Association agree to ~~establish a~~continue the health benefits working group. The group will consist of three members from the City and three members from the Union. Healthcare consultants from both parties are welcome to participate.

The City will schedule quarterly meetings and, in consultation with the Union, the parties shall develop agendas for the working group which will have the following responsibilities:

DRAFT

a. Discuss and changes required by the IRS.

a.b. Review the Fire plan's usage and cost trends on a quarterly basis and other relevant documents which have not excluded as proprietary or by reason of HIPAA.

b.c. Invite the TPA/PBM to present macro developments in healthcare annually.

c.d. Facilitate Association participation in future Requests for Proposals for vendors for healthcare products and services.

d.e. Review healthcare program options that could potentially be added to the plan during the contract period.

**Section 7. Other Benefits.**

A. **Definitions.** The term "Trusts" as used in this Section shall refer to the San Antonio Police Officers and Firefighters Benefit Plan and Trust, which provides optical and dental services, and the San Antonio Police Officers and Firefighters Prepaid Legal Plan and Trust, which provides legal services to members of the San Antonio Police Department and the San Antonio Fire Department.

B. **Amounts.** During the term of this Agreement, the City will pay a monthly amount for each employee as shown by the schedule below for dental, optical and prepaid legal benefits under the Trusts. Furthermore, neither the City nor the Union may change the amounts paid or allocated for the respective benefits as shown in the schedule during the term of this Agreement. However, the City's obligation to make payments into the prepaid legal fund ceases if, ~~within 180 days of the Effective Date of this Agreement,~~ the Board of the San Antonio Police Officers and Firefighters Prepaid Legal Plan and Trust fails ~~or refuses to approve to include the following provisions in the following amendments to~~ the Trust Plan Documents:

Benefits shall be equally accessible to spouses for all types of coverage enumerated in the Summary Plan Document and at the same coverages, if any, as provided to the participants, including but not limited to divorce proceedings and, for a period of three (3) years, to former spouses and participants in child custody and child support proceedings and contempt of court/enforcement of family court orders.

Provision of legal advice and representation for criminal-related matters benefit limited to use by dependents only.

Requirement to include, as part of its financial audit to be submitted to the City, information on expenditures, matters, and individuals provided benefits under the Legal Fund. The report shall provide the following information:

- The type of beneficiary receiving the service (ie, member, spouse, dependent);
- The type of legal representation provided (ie. criminal, divorce);
- The status of the proceeding; and
- The cost of the services provided to date.

If the Board of the San Antonio Police Officers and Firefighters Prepaid Legal Plan and Trust ~~does not approve~~fails to include the preceding provisions the amendments to in the Trust Plan documents ~~within the required 180 days~~, then the City will have no further obligation to contribute to the Prepaid Legal Fund. In that circumstance, the amounts in the schedule below for the Prepaid Legal Plan shall be used for additional clothing allowance to the members.

	<b>Optical/ Dental Plan</b>	<b>PrePaid Legal Plan</b>
Employees with dependents	\$89.50	\$32.00
Employees without dependents	\$43.50	\$32.00

C. **Audits.** The Union shall ensure that the Trusts will conduct annual independent audits at no additional costs to the City. The Union shall further ensure that the Trusts shall provide a copy of each annual independent audited financial report to the City, through its Finance Director, within thirty (30) days of receipt of the audit by the respective Trust. If a copy of the independent audit is not provided to the City within 30 days of receipt by the Union then the City may suspend payment of the City's contribution until a copy of the audit is submitted to the City.

The City reserves the right, at its sole discretion, to conduct an audit of said benefit plans at the City's expense any time during the term of this Agreement. Should the City decide to conduct such an audit, the Union shall ensure that the Trusts make available to the City all requested documentation within a reasonable time.

D. **Use of Benefits.** With respect to the prepaid legal benefits, it is understood that no employee may use the benefits for the purpose, in whole or in part, of implementing and/or initiating legal action against the City, any of its agents, officers, and/or assigns.

**Exclusive Trust.** The Union shall ensure that all funds paid by the City pursuant to this section are used for the exclusive benefit of the employees and that said funds shall not be commingled with the funds of any other organization, entity, or Union, nor shall said funds be used for any other purpose other than that provided for herein.

E. **Payment and Change in Plans.** During the term of this Agreement, the Union may change providers for Supplemental Benefits (Dental/Optical and Legal). In the event that the Union makes a proposal to change benefit providers, the Union shall submit the same in writing to the City.

F. **Copies of Trust Plan.** The Union will provide to each employee a summary of each Trust plan and will provide up-to-date copies of the Trust Plan Documents to the Human Resources Department and the Union Office.

G. **Determination letter.** It shall be the sole responsibility of the Association to maintain the tax-exempt status of the benefit received under this Section. In accordance therewith, the Association shall provide to the City, through its Director of Finance, a copy of the Internal Revenue Service Determination Letter regarding the tax-exempt status of the benefit

received under this Section. That Letter shall be received by the City no later than ten (10) days from commencement of this Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
For the City

\_\_\_\_\_  
For the Association

DRAFT