



**RETIRED PUBLIC SAFETY OFFICERS AGENT / INSURANCE CARRIER AGREEMENT**

**INSTRUCTIONS:**

- The purpose of this form is to enroll as an insurance carrier or its designated agent in the **Retired Public Safety Officers' Insurance Payment Program** for payment of retirees' insurance premiums by FPPA as allowed under Section 845 of the Pension Protection Act of 2006.
- **Please read Page 2 before completing this form.**

**SECTION 1: AGENT / INSURANCE CARRIER INFORMATION**

Legal Name Agent of Insurance Carrier (Complete only if payment is made to an agent.)	Make Check Payable To	Federal EIN Number	Today's Date (mm/dd/yyyy)
Payment Mailing Address	City	State	ZIP
Physical Location Address	City	State	ZIP
Name of Insurance Carrier	( ) - Daytime Area Code and Ph #	( ) - Fax Area Code and Ph #	
Contact Name	Contact Title	Contact Email Address	

**SECTION 2: TERMS OF AGREEMENT BETWEEN AGENT / INSURANCE CARRIER AND FPPA**

**Acknowledge your acceptance of the terms of this agreement by placing a check mark next to each provision named below and having the appropriate company officials execute the certification in Section 3.**

- This agreement is between FPPA and the agent/insurance carrier named in Section 1.
- The agent/insurance carrier agrees to participate in the **Retired Public Safety Officers' Insurance Payment Program** (the Program). Under the Program, FPPA members who are retired public safety officers may elect to have FPPA deduct their medical, dental, vision, and long-term care insurance premiums, as applicable, from their retirement benefit and directly pay such premiums to the agent/insurance carrier.
- The agent/insurance carrier certifies that all premiums are qualified health insurance premiums under Section 845(a)(4)(D) of the Pension Protection Act.
- The agent/insurance carrier agrees to accept one payment for premiums of multiple retirees accompanied by an itemized report showing name, policy number, and payment amount for each retiree. Remittance will occur by the end of the month. The agent/insurance carrier also agrees to accept individual annual payment for premiums from retirees that participate in FPPA's Defined Contribution Plans.
- FPPA's only responsibility under the Program is to deduct and remit the premium payment as directed by the insured member on the FPPA form: Public Safety Officer Authorization for Insurance Premium Deduction. FPPA assumes no liability associated with the premium payment.
- The agent/insurance carrier agrees to promptly notify FPPA of any changes in the applicable premiums, including, but not limited to, termination of the policy and agrees to promptly return any overpayments to FPPA.
- FPPA will not make a payment to the agent/insurance carrier for a retiree if the retiree's monthly premium exceeds the retiree's monthly retirement benefit or if the annual premium amount exceeds the balance within the retiree's Defined Contribution Plan.
- Either the agent/insurance carrier or FPPA can terminate this agreement by written notice received no less than 45 days in advance of the termination date.
- This agreement in no way constitutes an endorsement by FPPA of the agent/insurance carrier or any product offered to FPPA's members by the agent/insurance carrier. Agent/insurance carrier agrees to only reference FPPA in agent's/insurance carrier's marketing or advertising materials after receiving written approval from the FPPA of the language to be used.

**SECTION 3: CERTIFICATION OF AGENT / INSURANCE CARRIER**

The undersigned certify that they are officers of the named agent/insurance carrier in Section 1, are authorized to bind the company or corporation in this matter and by signing below agree that the company or corporation will abide by the terms of this agreement stated above.

➤ _____ Name of Officer of Agent/Insurance Carrier	_____ Title
_____ Signature of Officer of Agent/Insurance Carrier	_____/_____/_____ Today's Date (mm/dd/yyyy)
➤ _____ Name of Officer of Agent/Insurance Carrier	_____ Title
_____ Signature of Officer of Agent/Insurance Carrier	_____/_____/_____ Today's Date (mm/dd/yyyy)

**SECTION 4: FPPA CERTIFICATION**

FPPA has reviewed this application and approved the agent/insurance carrier named in Section 1.

_____ Authorized Signature	_____/_____/_____ Today's Date (mm/dd/yyyy)
----------------------------	--

**ABOUT THIS FORM**

**INSTRUCTIONS FOR AGENT / INSURANCE CARRIERS**

1. Complete "Section 1: Agent/Insurance Carrier Information."
2. FPPA will send a printed report of names, policy numbers, and payment amounts with payment. These payments will be sent by FPPA by the end of each month. Retirees participating in FPPA's Defined Contribution Plans will receive an annual premium payment from their account. The check will be payable the agent/insurance carrier for the benefit of the retiree and that check will be sent to the retiree's address. The retiree in turn will forward that check along with their premium notice to the agent/insurance carrier.
3. Read "Section 2: Terms of Agreement Between Agent/Insurance Carrier and FPPA" and place a check mark in the box for each item.
4. Complete "Section 3: Certification of Agent/Insurance Carrier" by two officers of the company or corporation.
5. Upon approval by FPPA; a copy of the agreement, will be returned to the contact person listed in Section 1 and a FPPA representative will call the contact person to finalize premium payment procedures and the start date for making such payments.

**ABOUT SECTION 845 OF THE PENSION PROTECTION ACT OF 2006**

Effective for distributions made in taxable years beginning after December 31, 2006, Section 845 of the Pension Protection Act allows retired public safety officers to make an election to exclude up to \$3,000 of distributions from a governmental qualified retirement plan, 403(b) plan, or 457(b) plan from income each year as long as the distributions are **paid directly to an agent/insurance carrier for payment** to purchase health or long-term care insurance for the officer or the officer's spouse and/or dependents for such year.

Retirement Plans may opt to participate or not. FPPA has opted to participate, but only with agents/insurance carriers that have completed and filed this agreement with FPPA. Requests from members for payment of premiums to non-participating agents/insurance carriers will be referred to the agents/insurance carriers. FPPA may provide to members a list of agents/insurance carriers that have filed this agreement.

Section 845(a)(4)(D) of the Pension Protection Act defines **Qualified Health Insurance Premiums** as "premiums for coverage for the eligible retired public safety officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Section 7702B(b))."

**With respect to long-term care insurance contracts, Title 26 U.S.C. Section 7702B(b) states:**

**1. In general**

The term "qualified long-term care insurance contract" means any insurance contract if:

- (a) the only insurance protection provided under such contract is coverage of qualified long-term care services,
- (b) such contract does not pay or reimburse expenses incurred for services or items to the extent that such expenses are reimbursable under Title XVIII of the Social Security Act or would be so reimbursable but for the application of a deductible or coinsurance amount,
- (c) such contract is guaranteed renewable,
- (d) such contract does not provide for a cash surrender value or other money that can be:
  - (i) paid, assigned, or pledged as collateral for a loan, or
  - (ii) borrowed, other than as provided in subparagraph (e) or paragraph (2)(c),
- (e) all refunds of premiums, and all policy holder dividends or similar amounts, under such contract are to be applied as a reduction in future premiums or to increase future benefits, and
- (f) such contract meets the requirements of subsection (g).

**2. Special rules**

**(a) Per diem, etc. payments permitted**

A contract shall not fail to be described in subparagraph (a) or (b) or paragraph (1) by reason of payments being made on a per diem or other periodic basis without regard to the expenses incurred during the period to which the payments relate.

**(b) Special rules relating to Medicare**

- i) Paragraph (1)(b) shall not apply to expenses which are reimbursable under Title XVIII of the Social Security Act only as a secondary payor.
- ii) No provision of law shall be construed or applied so as to prohibit the offering of a qualified long-term care insurance contract on the basis that the contract coordinates its benefits with those provided under such title.

**(c) Refunds of premiums**

Paragraph (1)(e) shall not apply to any refund on the death of the insured, or on a complete surrender or cancellation of the contract, which cannot exceed the aggregate premiums paid under the contract. Any refund on a complete surrender or cancellation of the contract shall be includable in gross income to the extent that any deduction or exclusion was allowable with respect to the premiums.