

**FUNDED POST-EMPLOYMENT HEALTH REIMBURSEMENT ARRANGEMENT
BASIC PLAN DOCUMENT
ADOPTION AGREEMENT**

This is the Adoption Agreement referred to in the Funded Post-Employment Health Reimbursement Arrangement Basic Plan Document ("Basic Plan Document"). This Adoption Agreement plus the Basic Plan Document, as amended from time to time, constitutes the Plan.

ADOPTING EMPLOYER INFORMATION:

Name: **Douglas County Government**
Address: **100 Third Street**
City, State Zip: **Castle Rock, Colorado 80104**
Federal ID #: **84-6000761**

MISCELLANEOUS:

Addendum(s) Attached: Yes No

ARTICLE I: INTRODUCTION

1.1 Original Effective Date: **January 1, 2008**
(month, day, year)

Effective Date of Restatement: **July 1, 2024**
(month, day, year)

ARTICLE II: DEFINITIONS

2.9 Dependent means:
 "Dependent" means an individual (other than the Participant and the Participant's Spouse) with respect to whom amounts expended for medical care are excluded from the Participant's gross income under Section 105(b) of the Code, as amended.
 Other (*Describe*): _____

2.12 Entry Date means:
 Date Employee becomes eligible to participate.
 Other (*Describe*): _____

- 2.16 Health Care Expense means:
- Maximum permitted by law (i.e., expenses for medical care as defined in Sections 213(d) and 106(f) of the Code).
 - Only expenses eligible for deductible & OOP credit under the following group medical plan: _____
 - Only expenses for dental and vision care that qualify as Section 213(d) medical expenses.
 - Other _____

- 2.20 Limited Scope Health Care Expense means:
- N/A
 - As provided in the Basic Plan Document.
 - Other: _____

2.24 Name of Plan: **Douglas County Retirement Health Savings Plan**

2.26 Plan Year is: **January 1 through December 31**
(month, day, year)

The initial "short" Plan Year is: _____
(month, day, year)

- 2.30 Spouse means:
- An individual who is legally married to a Participant and who is treated as a "spouse" under the Code.
 - Other (*Describe*): _____

2.31 Name of Trust: **Douglas County Retirement Health Savings Trust**

ARTICLE III: ELIGIBILITY AND PARTICIPATION OF EMPLOYEES AND FORMER EMPLOYEES

- 3.1 Eligibility requirements are as follows (check and complete only those that apply):
- Age (*Describe*): _____
 - Length of Service (*Describe*): _____
 - Employment Classification (e.g., union, part-time, full-time) (*Describe*): _____
All Benefit eligible full time, union, non-union and part-time employees.
 - A former or deceased Employee who, at the time of termination of employment or death, is covered under the following health reimbursement arrangement sponsored by the Adopting Employer: _____
 - Other (*Describe*): **Upon Permanent disability (as defined by Social Security Act)**

- 3.4(a) Coverage options available under the Plan include:
- Full Scope Option.
 - Limited Scope Option.
 - Suspended Account Option.

3.4(b) Coverage option determined as follows:

- N/A
- As provided in the Basic Plan Document (i.e., Full Scope Option unless affirmative election of another option)
- Participants enrolled in the high deductible health plan are automatically enrolled in the following option unless they affirmatively elect another option:
 - Limited Scope Option.
 - Suspended Account Option.

3.4(c) Reimbursement rules:

- N/A
- As provided in the Basic Plan Document
- Other: _____

3.5 Termination of Contributions:

- As provided in the Basic Plan Document (i.e., upon ceasing to be eligible, termination of employment, death, or termination of plan).
- Upon completion of the account transfer described in Section 5.1.
- Other (*Describe*): _____

3.6 Termination of Participation:

- As provided in the Basic Plan Document
- Other (*Describe*): _____

ARTICLE IV: BENEFITS UNDER THE PLAN

4.3(a) Claims Run-out Period: **In general, there is no deadline for filing claims. However, when (1) a Participant dies without a surviving Spouse or Dependent (or, if applicable, a Designated Beneficiary), (2) a deceased Participant's last surviving Spouse or Dependent (or, if applicable, the Designated Beneficiary) who has access to the Participant's HC Account under this Plan dies, or (3) a Participant permanently opts out of the Plan, all claims incurred prior to the date on which such person's participation ceases must be submitted to the Plan within 365 days following the date on which participation ceases. Forfeiture of the HC Account will not occur until such deadline has passed. The Claims Eligible date is January 1, 2008.**

4.4 Expenses must be incurred:

- After termination of the Participant's employment with Employer
- Additional events: _____

4.7 Post-death Access by Spouse & Dependents:

- As provided in the Basic Document.
- Other (*Describe*): _____

Post-death Access by Designated Beneficiary:

- Allowed as provided in the Basic Document.
- Not allowed.

4.9 Forfeitures occur:

- As provided in the Basic Document.
- Other (*Describe*): _____

4.9 Use of forfeitures:

- Pay administrative costs which would otherwise be paid from the Trust (i.e., Participants' HC Account balances)
- At the close of the Plan Year in which such forfeitures occur, contributed to the HC Accounts of all Participants on a per capita basis.
- Other (*Describe*): _____

4.9 Vesting:

- 100% vesting at Entry Date
- Vesting occurs pursuant to the following schedule: _____

4.12(d) Other Limitations, if any: _____

ARTICLE V: CONTRIBUTIONS AND TRUST

5.1 Employer Contribution amount, timing, restrictions (*check all that apply*):

One Time Contribution:

Fixed dollar amount \$ _____

Fixed formula (*Describe*): _____

Restrictions, if any (*Describe*): _____

Contributed on (*Identify Date*): _____

Recurring Contributions:

Fixed dollar amount _____

Per month

Per quarter

Per year

Other (*Describe*): _____

Restrictions, if any
(Describe): _____

Fixed formula (Describe): _____

Per month
 Per quarter
 Per year
 Other (Describe): _____

Restrictions, if any
(Describe): _____

Annual Contribution of Accumulated Paid Time Off, Vacation, or Sick Leave (Describe):
Mandatory contribution of accrued vacation time over accrual limit

Contribution of Accumulated Paid Time Off, Vacation, or Sick Leave Upon Termination of
Employment (Describe): _____

5.1 Transfers from another HRA:

N/A
 Shall be made from the HRA described in Section 3.1 as described in the Basic
Document.
 Other (Describe): _____

5.3 Direction of Investments:

Plan Administrator
 Participant
 Other (Describe): _____

ARTICLE X: GENERAL PROVISIONS

10.6 Administrative expenses shall be paid as follows:

- Fixed fees shall be charged to the Plan and paid from the general assets of the Adopting Employer; asset-based fees shall be charged to the Participant and paid from the Participant's HC Account.
- All fees shall be charged to the Plan and paid from the general assets of the Adopting Employer.
- All fees shall be charged to the Participant and paid from the Participant's HC Account.
- Other (Describe): **As indicated on the fee schedule for the Plan**

If the payment is different for Participants once they terminate employment, complete again:

- N/A
- Fixed fees shall be charged to the Plan and paid from the general assets of the Adopting Employer; asset-based fees shall be charged to the Participant and paid from the Participant's HC Account.
- All fees shall be charged to the Plan and paid from the general assets of the Adopting Employer.
- All fees shall be charged to the Participant and paid from the Participant's HC Account.
- Other (*Describe*): **As indicated on the fee schedule for the Plan**

10.7 Governing law – State of **Colorado**

10.16 Statute of Limitations:
 As provided in the Basic Plan Document
 Other (*Describe*): _____

ACKNOWLEDGEMENTS

1. Pursuant to Section 2.9(b) of the Basic Plan Document, any collectively bargained Employees participating in this Plan participate because the collective bargaining agreement provides for coverage under this Plan.
2. This Plan has been duly adopted or authorized to be adopted by the Adopting Employer.
3. This Plan is a "covered entity" for purposes of the Privacy Rules under the Health Insurance Portability and Accountability Act (HIPAA).

ADOPTING EMPLOYER: **DOUGLAS COUNTY GOVERNMENT**

Date: _____

By: _____
Its: _____