

CITY OF DE PERE
Health Reimbursement Agreement
ADOPTION AGREEMENT
Effective Date: 1/1/2012

CITY OF DE PERE hereby establishes a Health Reimbursement Arrangement (the "Plan") with one or more Health Reimbursement Accounts ("HRAs") for its Employees. The Plan's purpose is to reimburse eligible Employees of the Employer for the certain Eligible Medical Expenses incurred by them, their Spouses, and eligible Dependents. It is intended that the Plan meet the requirements for qualification under Internal Revenue Code § 106, and that benefits paid Employees hereunder be excludable from their gross incomes by virtue of Internal Revenue Code § 105(b).

Nothing in this Adoption Agreement shall be intended to override the terms of the Summary Plan Description to which it is attached.

Item 1: Employer Information

1.01 Employer Name/Plan Sponsor and Address

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115

1.02 Participating Affiliated Employers

N/A

Item 2: Plan Information

2.01 Plan Name and Number

Plan No.: 530
Plan Name: City Of De Pere Section 105 Health Reimbursement Arrangement

2.02 Effective Date of Plan

The Effective Date of this Plan is 1/1/2012.

2.03 Effective Date of Appendix

The Effective Date of this Appendix is 1/1/2012. This Appendix should replace all other appendices (if any) with an earlier effective date.

2.04 Plan Year

A Plan Year shall be the twelve (12) consecutive month period of 1/1-12/31. For the year in which the Plan becomes effective, the ending date changes, or the Plan terminates, the Plan Year may be shorter than twelve (12) months.

2.05 Plan Administrator

Benefit Advantage, Inc.
3431 Commodity Lane
Green Bay, WI 54304

2.06 Plan Service Provider

In addition to other duties, the Plan Service Provider is responsible for processing claims filed under the Plan and for making the initial determination (and in some cases, the first level of appeal if the Plan has two levels of appeal) as to whether such claims are payable in accordance with the terms of the Plan. Notwithstanding the Plan Service Provider's responsibility to review the claim and make the initial determination, the Plan Administrator identified below retains the authority and discretion for making the final determination in accordance with the Plan's claims review procedures. For the purposes of this Plan, the Plan has established two levels of appeal.

Benefit Advantage, Inc. * PO BOX 5546 * De Pere, WI 54115-5546
Contact: Employee Benefit's Team * Contact Phone: (920) 339-0351

Item 3: Contacts and Responsibilities**3.01 Employer's Benefits Coordinator**

CITY OF DE PERE * SHANNON METZLER * 335 S BROADWAY * DE PERE WI 54115

Item 4: CITY OF DE PERE HRA**4.01 HRAs under this Plan**

HRA

Effective Date: 1/1/2012

4.02 Reimbursement Cap

The Plan may set a maximum amount of reimbursement for Eligible Medical Expenses that each Participant can receive during a Plan Year from the current Plan Year's Annual Employer Contributions and/or any available Carry-Over funds. (See Item 9)

The limits for this Plan are:

Linked HRAs: Less than the Gap up to \$2500.00 (2012 Plan Year), \$2000.00 (2013 Plan Year),
\$2000.00 (2014 Plan Year)

4.03 Eligible Expenses Not Reimbursed during Plan Year

If the Employee has submitted a claim, but the Eligible Medical Expenses (or a portion thereof) have not been reimbursed by the close of the Plan Year because the available balance in the HRA is insufficient or the HRA Cap has been reached, then:

A Participant cannot submit unreimbursed claims from a previous Plan Year for payment during current Plan Year.

4.04 Group Health Plan

The Group Health Plan(s) referenced in the SPD means one or more of the following:

City of De Pere Employee Medical Plan

4.05 Coordination of Benefits with FSA

If the Employee participates in a Health FSA under a § 125 Cafeteria Plan and the Employee's Eligible Medical Expenses are covered under both the Health FSA and the HRA, the Employee has the choice of determining whether the Health FSA or HRA pays first.

Item 5: Spend-Down Option**5.01 Spend-Down Coverage's**

Below are listed the Qualifying Events, if any, which would activate the Spend-Down Option. The Conversion Percentage and Coverage Period are explained below.

Qualifying Event	Covered	Conversion Percentage
Retirement	Y	Up to 100%
Disability	Y	100%
Lay Off	Y	100%
Voluntary Termination or Death of Employee	Y	Up to 100%
Involuntary Termination	Y	Up to 50%
Loss of Eligibility w/o Loss of Employment	Y	100%
USERRA Leave exceeding 31 Days	Y	100%

* See HRA Account Rules

5.02 Spend-Down Conversion Percentage

A percentage of your HRA balances (if set forth in 5.01 above) will be converted to Spend-Down amounts.

5.03 Spend-Down Coverage Period

The Spend-Down Coverage Period (if set forth in 5.01 above) will begin on the date coverage is lost as result of the Qualifying Spend-Down Event and will last for the length of time indicated.

5.04 Eligible Spend-Down Expenses

“Eligible Spend-Down Expenses” are any medical care expenses incurred by you or your Eligible Dependents that would otherwise qualify for a deduction under Code § 213 (irrespective of the income limitations set forth in Code § 213), and have not been or will not be reimbursed by any other source. Notwithstanding this, qualified long term care services and COBRA payments will be not be eligible for reimbursement. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense. Under no circumstances will you receive a cash payout of your account balance.

5.05 Spend-Down Closing Period

The Spend-Down Closing Period is the period of time beginning at the end of the Spend-Down Coverage Period during which claims for expenses incurred during the Spend-Down Period may be submitted. The Spend-Down Closing Period is 0 days.

Item 6: Plan Participation**6.01 Eligibility Requirements**

The eligibility requirements for Plan Members to participate in the Plan are:
All those Plan Members who participate in the Group Health Plan.
Additional Eligibility Requirements may be added for an HRA.

6.02 Service Period Requirement

The Service Period Requirement is the period of time that the Employee must be employed to be eligible to participate in the Plan. There is no Service Period Requirement for this Plan.

6.03 Plan Entry Date

The Plan Entry Date is the date when an Employee may commence participation in the Plan once the Service Period Requirement has been satisfied. The Plan Entry Date will be immediately after service limitations are met.

A separate entry date for an HRA may be imposed as set forth in Item 9.

6.04 Eligible Dependents

The Eligible Dependents will be as set forth in the SPD (Section 1.02).

Item 7: Reimbursements**7.01 Required Substantiation**

Requests for reimbursement must be accompanied with proper substantiation as set forth below. The claims may be denied if this substantiation is not provided.

Substantiation for a Linked HRA consists of Explanation of Benefits (EOB) Form(s) from the linked insurance policy indicating the amount(s) that you are obligated to pay.

7.02 Claim Submission Periods

The Closing Period is the period of time following the end of the Plan Year during which claims may be submitted for reimbursement.

The Closing Period for a linked HRA is 90 Days.

The Claims Submission Grace Period is the period of time after an Employee terminates employment (or loses eligibility to participate in the Plan) during which the Employee can submit claims for expenses incurred during the Plan Year prior to termination of participation. If no Claims Submission Grace Period is set, then the Closing Period dates will apply.

The Claim Submission Grace Period for a linked HRA is 90 Days.

7.03 Minimum Payment Amount

The Minimum Payment Amount described in the Summary Plan Description is \$25.00.

Item 8: HRA Carryover

8.01 Carryover Funds

See Item 9 for terms governing the Carry-Over amount for each HRA.

Item 9: Available Benefits

Available Benefits:

- 9.01 Employee Only
- 9.02 Employee + One
- 9.03 Employee + Family

Benefit Description:

- 9.01 Employee Only (Linked)
- 9.02 Employee + One (Linked)
- 9.03 Employee + Family (Linked)

Effective Date: 1/1/2012

Contribution Period: Annual

Amended Date: 1/1/2014

Coverage Period: Plan Year

Tiers

Tier	Annual Contribution
Employee Only	\$1000.00
Employee + One	\$2000.00
Employee + Family	\$2000.00

Eligibility Requirements:

The following employees are eligible to participate:
Employees who enroll in the group health plan (eligibility requirements as defined by group health)

The following employees are not eligible to participate:
Employees not enrolled in the group health plan (eligibility requirements as defined by group health)

Service Period Requirement:

None.

Entry Date:

Immediately after service limitations are met.

Eligible Dependents:

Same as the Plan.

Carry Over Funds:

Up to 100% of the Year End Balance **

**Spend down option percentage pro-rated based on employment status, and years of service.

COMPONENT: Employee Only

Covered Expenses: All Code 213 Expenses

Maximum Reimbursement from Current Year Contributions: \$1250.00 (2012 Plan Year)
 \$1000.00 (2013 Plan Year)
 \$1000.00 (2014 Plan Year)

Reimbursement Parameters:

Claims	Reimbursement Rate
\$0.00 - \$2500.00	100% (2012)
\$0.00 - \$2000.00	100% (2013 & 2014)

COMPONENT: Employee + One

Covered Expenses: All Code 213 Expenses

Maximum Reimbursement from Current Year Contributions: \$2500.00 (2012 Plan Year)
 \$2000.00 (2013 Plan Year)
 \$2000.00 (2014 Plan Year)

Reimbursement Parameters:

Claims	Reimbursement Rate
\$0.00 - \$2500.00	100% (2012)
\$0.00 - \$2000.00	100% (2013 & 2014)

COMPONENT: Family

Covered Expenses: All Code 213 Expenses

Maximum Reimbursement from Current Year Contributions: \$2500.00 (2012 Plan Year)
 \$2000.00 (2013 Plan Year)
 \$2000.00 (2014 Plan Year)

Reimbursement Parameters:

Claims	Reimbursement Rate
\$0.00 - \$2500.00	100% (2012)
\$0.00 - \$2000.00	100% (2013 & 2014)

Signature Block:

Name (print): _____

Title: _____

Signature: _____ Date: ____/____/____

Executed at: CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115