

## 15 a. Health Reimbursement Account

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### XIV. Health Reimbursement Account

#### 1.1 Establishment of the Plan

Maumee Valley Presbytery, Inc. (The "Employer") has established the Maumee Valley Presbytery Health Reimbursement Account Plan (the "Plan") effective August 27, 2012. This Plan is intended to permit an Eligible Employee to obtain reimbursement of Medical/Dental/Prescription Expenses on a nontaxable basis from his or her HRA Account. A full account of the Plan is provided

#### 1.2 Legal Status

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations issued hereunder, and as a health reimbursement arrangement ("HRA") as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. (Sections 105 & 106 talk about reimbursements being excludable from taxable income, w/exceptions)

The Medical/Dental/Prescription Expenses reimbursed under the Plan are intended to be eligible for exclusion from Participants' gross income under Code Section 105(b) .

### ARTICLE II.

#### DEFINITIONS

##### 2.1 Definitions

"**Administrator**" means Maumee Valley Presbytery

"**Benefits**" means the reimbursement benefits for Medical/Dental/Prescription Expenses described under Article V.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Compensation**" means the wages or salary paid to an Employee by the Employer.

"**Covered Individual**" means, for purposes of Article V, a Participant, Spouse, or Dependent.

"**Dependent**" means (a) any individual who is a Participant's child as defined by Code Section 152(f) (1) and who has not attained age 26 and (b) any tax dependent of a Participant as defined in Code Section 105(b) (including a domestic partner if he or she so qualifies) ; provided, however, that any child to whom Code Section 152(e) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's

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support for the calendar year) is treated as a dependent of both parents. Notwithstanding the foregoing, the HRA Account will provide Benefits in accordance with the applicable requirements of any qualified medical child support order (“QMCSO”) even if the child does not meet the definition of “Dependent.”

**“Effective Date”** of this Plan means August 27, 2012.

**“Eligible Employee”** means an Employee eligible to participate in this Plan, as provided in Section 3.1.

**“Employee”** means an individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code Section 414(n) ) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; and (c) any self-employed individual; The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for Benefits under the Plan in accordance with Section 3.2.

**“Employer”** means Maumee Valley Presbytery.

**“Employment Commencement Date”** means the first regularly-scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

**“Full time employment”** means working a minimum of 35 hours per week in a plan year.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**“HRA”** means a health reimbursement arrangement as defined in IRS Notice 2002-45.

**“HRA Account”** means the HRA Account described in Section 5.4.

**“Medical/Dental/Prescription Expenses”** has the meaning defined in Section 5.3.

**“Participant”** means an individual who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III.

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**“Period of Coverage”** means the Plan Year, with the following exceptions: (a) for Eligible Employees who first become Participants, it shall mean the portion of the Plan Year following the date participation commences, as described in Section 3.1; and (b) for Participants who terminate participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in Section 3.2. A different Period of Coverage (*e.g.*, a calendar month) may be established by the Administrator and communicated to Participants.

**“Plan”** means the Maumee Valley Presbytery Health Reimbursement Account Plan as set forth herein.

**“Plan Year”** means the 12-month period commencing January 1 and ending on December 31, except in the case of a short plan year resulting from a change in the Plan Year, in which case the Plan Year shall be the entire short plan year.

**“Protected Health Information”** shall have the meaning described in 45 CFR Section 160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

**“Spouse”** means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code) .

### ARTICLE III.

#### ELIGIBILITY AND PARTICIPATION

##### 3.1 Eligibility to Participate

An individual is an Eligible Employee and may participate in this Plan if the individual is a permanent fulltime Employee participating in the Board of Pension medical plan. Once an Employee becomes an Eligible Employee by meeting the Plan’s eligibility requirements, the Eligible Employee’s coverage under the Plan as a Participant will automatically commence on the first day of the Plan Year following employment.

##### 3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- ☐☐the termination of this Plan; or
- ☐☐the date on which the Employee ceases to be an Eligible Employee because of retirement, termination of employment, layoff, reduction in hours, or any other reason.

Reimbursements from the HRA Account after termination of participation will be made pursuant to Section 5.6c (relating to a run-out period for submitting claims incurred prior to termination) .

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### **BENEFITS OFFERED AND METHOD OF FUNDING**

#### **4.1 Benefits Offered**

When an Eligible Employee becomes a Participant in accordance with Article III, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Medical/Dental/Prescription Expenses, as described in Article V. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Medical/Dental/Prescription Expenses.

#### **4.2 Employer and Participant Contributions**

- (a) *Employer Contributions.* The Employer funds the full amount of the HRA Accounts.
- (b) *Participant Contributions.* There are no Participant contributions for Benefits under the Plan

#### **4.3 Funding This Plan**

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, or if elected by the Employer, shall be held in trust. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, HRA Account or asset of the Employer from which any payment under this Plan may be made.

### **ARTICLE V.**

#### **HEALTH REIMBURSEMENT BENEFITS**

##### **5.1 Benefits**

The Plan will reimburse a Participant for any expense for "medical care" as that term is defined in Section 213(d) (1) of the Internal Revenue Code, up to the unused amount in such Participant's HRA Account, as set forth and adjusted under Section 5.2

##### **5.2 Maximum Benefits**

The employer will determine one month (November 30) prior to the new plan year, the maximum amount each participant will be eligible to be reimbursed in the new plan year. Any balance from the current year remaining in the participant's HRA account on December 31st will be in addition to the maximum for the new plan year.

##### **5.3 Establishment of HRA Account**

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The Administrator will establish and maintain an HRA Account with respect to each Participant. The HRA Account so established will merely be a recordkeeping HRA Account with the purpose of keeping track of contributions and available reimbursement amounts.

(a) *Crediting of HRA Account.* A Participant's HRA Account will be credited at the beginning of each calendar month with an amount equal to the applicable maximum dollar limit for the Period of Coverage divided by the number of months in that Period of Coverage (*e.g.*, divided by 12 in a 12-month Plan Year) , increased by any carryover of unused HRA Account balances from prior Periods of Coverage.

(b) *Debiting of HRA Accounts.* A Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of Medical/Dental/Prescription Expenses incurred during the Period of Coverage.

(c) *Available Amounts.* The amount available for reimbursement of Medical/Dental/Prescription Expenses is the amount credited to the Participant's HRA Account under subsection (a) reduced by prior reimbursements debited under subsection (b) .

### 5.4 Carryover of HRA Accounts

If any balance remains in the Participant's HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall be carried over to reimburse the Participant for Medical/Dental/Prescription Expenses incurred during a subsequent Period of Coverage. Upon termination of employment or other loss of eligibility, such Participant's coverage shall cease as of termination date and expenses incurred after such time shall not be reimbursed and any HRA benefit payments that are unclaimed (*e.g.* unwashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical/Dental/Prescription Expense was incurred shall be forfeited.

### 5.5 Reimbursement Procedure

(a) *Timing.* Within 30 days after receipt by the Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical/Dental/Prescription Expenses (if the Administrator approves the claim) , or the Administrator will notify the Participant that his or her claim has been denied. The 30-day time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.

(b) *Documentation* A Participant or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall include all information and evidence that the Plan

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Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

(c) *Reimbursements After Termination.* When a Participant ceases to be a Participant under Section 3.2, the Participant will not be able to receive reimbursements for Medical/Dental/Prescription Expenses incurred after his or her participation terminates. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical/Dental/Prescription Expenses incurred during the Period of Coverage prior to termination of participation; provided, however, that the Participant (or the Participant's estate) files a claim within 90 calendar days from the date he ceased to be a Participant under Section 3.2 in which the Medical/Dental/Prescription Expense arose.

### ARTICLE VI.

#### RECORDKEEPING AND ADMINISTRATION

##### 6.1 Administrator

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

##### 6.2 Powers of the Administrator

The Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters hereunder, and all determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of Benefits under this Plan;
- (b) To prescribe procedures to be followed and the forms to be used by Employees and Participants to enroll in and submit claims pursuant to this Plan;
- (c) To prepare and distribute information explaining this Plan and the Benefits under this Plan in such manner as the Administrator determines to be appropriate;
- (d) To request and receive from all Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;

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- (e) To furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- (f) To receive, review, and keep on file such reports and information concerning the Benefits covered by this Plan as the Administrator determines from time to time to be necessary and proper;
- (g) To sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (h) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (i) To maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

### **6.3. Named Fiduciary & Reliance on Participant; Compliance with ERISA, HIPAA, etc.**

- (a) Maumee Valley Presbytery is the named fiduciary for the Plan for purposes of ERISA Section 402(a) . Section 402(a) of ERISA provides that every employee benefit plan shall be established and maintained pursuant to a written instrument. This instrument must provide for one or more named fiduciaries that have authority to control and manage the operation and administration of the plan. The named fiduciaries for Maumee Valley Presbytery for the Plan are the Treasurer and the Moderator of the Personnel Committee.
- (b) Benefits shall be provided in compliance with ERISA, and HIPAA and other group health plan laws to the extent required by such law
- (c) The Administrator may rely upon the information submitted by a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant.
- (d) To the extent permitted by law, the Administrator shall not incur any liability for any acts of for failure to act except for the Administrator's own willful misconduct or willful breach of this Plan.

### **6.4 Compensation of Administrator**

Unless otherwise determined by the Employer and permitted by law, any Administrator who is also an Employee of the Employer shall serve without compensation for services rendered in

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such capacity, but all reasonable expenses incurred in the performance of the Administrator's duties shall be paid by the Employer.

### **6.5 Bonding**

The Administrator shall be bonded to the extent required by ERISA.

### **6.6 Inability to Locate Payee**

If the Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due. The determination of "reasonable time" shall be made by the Administrator in its sole discretion.

### **6.7 Effect of Mistake**

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the HRA Account of any Participant, or the amount of Benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code Section 105, the regulations issued hereunder or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the amounts or distributions to which he or she is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due to the Plan or the Employer from benefits paid by the Employer.

## **ARTICLE VII.**

### **GENERAL PROVISIONS**

#### **7.1 Expenses**

All reasonable expenses incurred in administering the Plan are paid by forfeitures, if any, and then by the Employer. All other forfeitures will be added to the amount distributed to the participants in the following plan year.

#### **7.2 Amendment and Termination**

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason by resolution of the Employer's Council or by any person or persons authorized by the Council to take such action, and any such amendment or termination will

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automatically apply to the Related Employers that are participating in this Plan. (Maumee Valley Presbytery Standing Rule Section 2.03f.

### **7.3 Governing Law**

This Plan shall be construed, administered and enforced according to the laws of the State of Ohio to the extent not superseded by the Code, ERISA, or any other federal law.

### **7.4 Code and ERISA Compliance**

It is intended that this Plan meet all applicable requirements of the Code and ERISA, and of all regulations issued hereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA, the provisions of the Code and/or ERISA shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

### **7.5 No Guarantee of Tax Consequences**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

### **7.6 Indemnification of Employer**

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

**IN WITNESS WHEREOF**, and as conclusive evidence of the adoption of the foregoing instrument by comprising the Maumee Valley Presbytery Health Reimbursement Account Plan, The Council of Maumee Valley Presbytery has approved this Plan to be executed in its name and on its behalf, on this 27<sup>rd</sup> day of August, 2012.

Maumee Valley Presbytery

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