

## *Information Form*

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Please complete the first page and the information provided will appear where applicable throughout the remaining documents. Not every space will be filled in, so please review the documents. If there is a space for you to complete, you may type directly in that area or click on the boxes that pertain to your plan. The Adoption Agreement **must** be completed in order for MidAmerica to administer the Plan.

Employer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employer Phone: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

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

Plan Year End: \_\_\_\_\_

Employer Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

# Health Reimbursement Arrangement

## IMPLEMENTATION BOOK



250 South Executive Drive, Suite 300, Brookfield, WI 53005-4273  
262.785-9995 ♦ Toll Free: 800.627.3660 ♦ Fax 262.785.9269  
[www.nis-sif.com](http://www.nis-sif.com)



**MidAmerica**  
Administrative & Retirement Solutions, Inc.

211 East Main Street, Suite 100, Lakeland, FL 33801  
863.688.4500 / (FAX) 863.686.9557 / 800.430.7999  
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*\*Requires employer signature(s)*

## Overview

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Our Plan allows the Employer to make deposits on behalf of active Employees and/or Retirees. Deposits are made tax-free, carry over year-to-year, earn interest tax-free and are used tax-free for qualified medical expenses and premiums. Our Plan can also be used in conjunction with our Special Pay Plan.

### *Source of Funds*

The source of funds can be based on unused sick leave, unused vacation or other incentives. Applications can also include deposits in lieu of health insurance or as an incentive for plan design changes. Our Plan can also be used when transitioning from a defined benefit, such as continuing retiree health insurance, to a defined contribution by making annual deposits on behalf of Employees. There is flexibility as to eligibility and vesting schedules can apply.

### *Benefits to the Employer*

The Employer obtains the intangible benefits of providing to participants a tax-free method of reimbursement for qualified medical expenses and premiums. The Employer also permanently saves the 7.65% FICA taxes (Social Security and Medicare) over the traditional payment method. Employers may also be able to reduce health insurance claims experience and premiums.

### *Benefits to the Employee*

Employer contributions on behalf of participants are made on a tax-free basis. Because there are no taxes, the participant receives 100% of the value of each benefit dollar. Funds are invested in a fixed annuity with a guaranteed minimum rate of return. Other investments are also available. All earnings are tax-free! The participant has flexibility on the timing and eligible use of funds. The Plan Administrator provides a list of eligible fund uses as defined in IRS Publication 502 and IRC Section 213(d).

### *Administration*

Simplicity of plan design reduces administrative costs. Plan documents, implementation materials and Plan Administration are provided to the Employer. Employer representatives have direct access to our administrative and management personnel.

### *Employee Communications/Account Information*

Employee needs are serviced by a national service center through a toll-free number. Deposit confirmation and quarterly statements are provided. Employees also have access to their personal account information via the internet.

*The Health Reimbursement Arrangement is provided by:*



Securities offered through GWN Securities, Inc.  
11440 Jog Road • Palm Beach Gardens, FL 33418 • 561/472-2700 • Member NASD, SIPC

## *Sample Employer Resolution*

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### ***Action Item***

Authorize the Administration to establish a trust based Health Reimbursement Arrangement (HRA) in the name of the Employer. This Plan will save the Employer payroll taxes.

### ***Supporting Information***

Master contract agreements with various Employee groups and Employer Policy currently provide payments to Employees and/or retirement incentives. Enhancements to the IRS Tax Code allow the Employer to implement plans that save the Employer the 7.65% FICA taxes (Social Security and Medicare) on these payments. The Employee/Retiree also derives a tax-advantage as a result of implementing this Plan.

Contributions by the Employer into the trust based Health Reimbursement Arrangement are discretionary and can be made in any amount at any time.

The Administration, in cooperation with Employee group representatives and with legal review, has selected the Health Reimbursement Arrangement offered through National Insurance Services and administered by MidAmerica Administrative & Retirement Solutions, Inc. The Plan and Plan Administration best provides for the interests of the Employer and its Employees. It is the intent of the Administration that if this item is approved, the Plan be implemented as soon as practical.

# Health Reimbursement Arrangement ADOPTION AGREEMENT for

Employer Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Telephone Number:

\_\_\_\_\_

Employer Identification Number:

\_\_\_\_\_



The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement (hereinafter referred to as the Plan) and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

**Effective Date.** The original Effective Date of the Plan is \_\_\_\_\_.

**Plan Year.** The Plan Year ends on \_\_\_\_\_.

**Eligible Classes.** The class or classes of Employees covered by this Plan are: *(See attached Class Specifications.)*

Class A: \_\_\_\_\_ Class B: \_\_\_\_\_  
Class C: \_\_\_\_\_ Class D: \_\_\_\_\_

**Designation of Plan Administrator.** The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

**Designation of Individuals to Have Access to PHI.** The following employees, classes of employees, or other persons shall be given access to the PHI to be disclosed:

\_\_\_\_\_

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Employer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Employer CONTACT (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_  
Fax: \_\_\_\_\_

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

**Eligible Class A:** \_\_\_\_\_

**Defined as:** \_\_\_\_\_

**Employment Status:** Upon the initial contribution to the Plan, Participant employment status shall be:

- Active  Retiree

**Contribution Types.** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount  Percentage of Pay  Other \_\_\_\_\_

**Contribution Frequency.**

- One Time  Annually  Quarterly  
 Semi-Annually  Monthly  Other \_\_\_\_\_

**Vesting Schedule.** Participants shall own their account balance in accordance with the following vesting schedule:

- 100% immediate  
 100% upon Retirement, meeting the District's eligible requirements for retirement  
 100% Separation of Service  
 Other \_\_\_\_\_  
 100% upon death (can be selected in addition to "other" above)

**Forfeitures.** Employees who are not 100% vested under the Vesting Schedule shall forfeit their funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependants, any funds remaining in the account shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions  
 Be reallocated on an annual basis to remaining active Plan Participants

**Reimbursements.** Reimbursements shall be for:

- All eligible 213(d) Medical Expenses  Premium Only Medical Expenses  
 Limited Purpose (Highly Compensated Individuals may receive only premium reimbursements.)  
 Post Deductible

**Reimbursement Eligibility.** A Participant shall be eligible for reimbursement (vested balance only) of medical expenses at the time selected below, but in no event before expenses exceeding the dollar amount of any flexible spending account ("FSA") in which he shall also participate have been paid.

- Immediate  Upon becoming 100% vested  
 Upon Retirement or Separation of Service

**Administrative Fee Schedule.** Administrative Fees are paid by the Employer.

- \$5.00 per active Employee per quarter  
 Other \_\_\_\_\_

**Distribution Fees.** A reimbursement processing fee of \$5.00 for each claim processed, up to a maximum annual reimbursement processing fee of \$30.00 shall be:

- Paid by Employer  Paid by Participant

**Investment Selection.** **Investment Provider:** \_\_\_\_\_

**Type of Investment:**

- Fixed annuity only \_\_\_\_\_  Variable annuities [select one of the following] \_\_\_\_\_  
 Employer directed  
 Participant directed; Restrictions are:  
 None  
 100% vested  
 At Retirement  
 Account balance in excess of \$ \_\_\_\_\_  
 Other \_\_\_\_\_  
 Funds limited (see attachment)

**Effective Date.** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

**Eligible Class B:** \_\_\_\_\_

**Defined as:** \_\_\_\_\_

**Employment Status:** Upon the initial contribution to the Plan, Participant employment status shall be:

- Active  Retiree

**Contribution Types.** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount  Percentage of Pay  Other \_\_\_\_\_

**Contribution Frequency.**

- One Time  Annually  Quarterly  
 Semi-Annually  Monthly  Other \_\_\_\_\_

**Vesting Schedule.** Participants shall own their account balance in accordance with the following vesting schedule:

- 100% immediate  
 100% upon Retirement, meeting the District's eligible requirements for retirement  
 100% Separation of Service  
 Other \_\_\_\_\_  
 100% upon death (can be selected in addition to "other" above)

**Forfeitures.** Employees who are not 100% vested under the Vesting Schedule shall forfeit their funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependants, any funds remaining in the account shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions  
 Be reallocated on an annual basis to remaining active Plan Participants

**Reimbursements.** Reimbursements shall be for:

- All eligible 213(d) Medical Expenses  Premium Only Medical Expenses  
 Limited Purpose (Highly Compensated Individuals may receive only premium reimbursements.)  
 Post Deductible

**Reimbursement Eligibility.** A Participant shall be eligible for reimbursement (vested balance only) of medical expenses at the time selected below, but in no event before expenses exceeding the dollar amount of any flexible spending account ("FSA") in which he shall also participate have been paid.

- Immediate  Upon becoming 100% vested  
 Upon Retirement or Separation of Service

**Administrative Fee Schedule.** Administrative Fees are paid by the Employer.

- \$5.00 per active Employee per quarter  
 Other \_\_\_\_\_

**Distribution Fees.** A reimbursement processing fee of \$5.00 for each claim processed, up to a maximum annual reimbursement processing fee of \$30.00 shall be:

- Paid by Employer  Paid by Participant

**Investment Selection. Investment Provider:** \_\_\_\_\_

**Type of Investment:**

- Fixed annuity only \_\_\_\_\_  Variable annuities [select one of the following] \_\_\_\_\_  
 Employer directed  
 Participant directed; Restrictions are:  
 None  
 100% vested  
 At Retirement  
 Account balance in excess of \$ \_\_\_\_\_  
 Other \_\_\_\_\_  
 Funds limited (see attachment)

**Effective Date.** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_



**Eligible Class C:** \_\_\_\_\_

**Defined as:** \_\_\_\_\_

**Employment Status:** Upon the initial contribution to the Plan, Participant employment status shall be:

- Active  Retiree

**Contribution Types.** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount  Percentage of Pay  Other \_\_\_\_\_

**Contribution Frequency.**

- One Time  Annually  Quarterly  
 Semi-Annually  Monthly  Other \_\_\_\_\_

**Vesting Schedule.** Participants shall own their account balance in accordance with the following vesting schedule:

- 100% immediate  
 100% upon Retirement, meeting the District's eligible requirements for retirement  
 100% Separation of Service  
 Other \_\_\_\_\_  
 100% upon death (can be selected in addition to "other" above)

**Forfeitures.** Employees who are not 100% vested under the Vesting Schedule shall forfeit their funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependants, any funds remaining in the account shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions  
 Be reallocated on an annual basis to remaining active Plan Participants

**Reimbursements.** Reimbursements shall be for:

- All eligible 213(d) Medical Expenses  Premium Only Medical Expenses  
 Limited Purpose (Highly Compensated Individuals may receive only premium reimbursements.)  
 Post Deductible

**Reimbursement Eligibility.** A Participant shall be eligible for reimbursement (vested balance only) of medical expenses at the time selected below, but in no event before expenses exceeding the dollar amount of any flexible spending account ("FSA") in which he shall also participate have been paid.

- Immediate  Upon becoming 100% vested  
 Upon Retirement or Separation of Service

**Administrative Fee Schedule.** Administrative Fees are paid by the Employer.

- \$5.00 per active Employee per quarter  
 Other \_\_\_\_\_

**Distribution Fees.** A reimbursement processing fee of \$5.00 for each claim processed, up to a maximum annual reimbursement processing fee of \$30.00 shall be:

- Paid by Employer  Paid by Participant

**Investment Selection. Investment Provider:** \_\_\_\_\_

**Type of Investment:**

- Fixed annuity only \_\_\_\_\_  Variable annuities [select one of the following] \_\_\_\_\_  
 Employer directed  
 Participant directed; Restrictions are:  
 None  
 100% vested  
 At Retirement  
 Account balance in excess of \$ \_\_\_\_\_  
 Other \_\_\_\_\_  
 Funds limited (see attachment)

**Effective Date.** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

**Eligible Class D:** \_\_\_\_\_

**Defined as:** \_\_\_\_\_

**Employment Status:** Upon the initial contribution to the Plan, Participant employment status shall be:

- Active  Retiree

**Contribution Types.** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount  Percentage of Pay  Other \_\_\_\_\_

**Contribution Frequency.**

- One Time  Annually  Quarterly  
 Semi-Annually  Monthly  Other \_\_\_\_\_

**Vesting Schedule.** Participants shall own their account balance in accordance with the following vesting schedule:

- 100% immediate  
 100% upon Retirement, meeting the District's eligible requirements for retirement  
 100% Separation of Service  
 Other \_\_\_\_\_  
 100% upon death (can be selected in addition to "other" above)

**Forfeitures.** Employees who are not 100% vested under the Vesting Schedule shall forfeit their funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependants, any funds remaining in the account shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions  
 Be reallocated on an annual basis to remaining active Plan Participants

**Reimbursements.** Reimbursements shall be for:

- All eligible 213(d) Medical Expenses  Premium Only Medical Expenses  
 Limited Purpose (Highly Compensated Individuals may receive only premium reimbursements.)  
 Post Deductible

**Reimbursement Eligibility.** A Participant shall be eligible for reimbursement (vested balance only) of medical expenses at the time selected below, but in no event before expenses exceeding the dollar amount of any flexible spending account ("FSA") in which he shall also participate have been paid.

- Immediate  Upon becoming 100% vested  
 Upon Retirement or Separation of Service

**Administrative Fee Schedule.** Administrative Fees are paid by the Employer.

- \$5.00 per active Employee per quarter  
 Other \_\_\_\_\_

**Distribution Fees.** A reimbursement processing fee of \$5.00 for each claim processed, up to a maximum annual reimbursement processing fee of \$30.00 shall be:

- Paid by Employer  Paid by Participant

**Investment Selection. Investment Provider:** \_\_\_\_\_

**Type of Investment:**

- Fixed annuity only \_\_\_\_\_  Variable annuities [select one of the following] \_\_\_\_\_  
 Employer directed  
 Participant directed; Restrictions are:  
 None  
 100% vested  
 At Retirement  
 Account balance in excess of \$ \_\_\_\_\_  
 Other \_\_\_\_\_  
 Funds limited (see attachment)

**Effective Date.** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

**Eligible Class** \_\_\_\_\_ :

**Defined as:** \_\_\_\_\_

**Employment Status:** Upon the initial contribution to the Plan, Participant employment status shall be:

- Active  Retiree

**Contribution Types.** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount  Percentage of Pay  Other \_\_\_\_\_

**Contribution Frequency.**

- One Time  Annually  Quarterly  
 Semi-Annually  Monthly  Other \_\_\_\_\_

**Vesting Schedule.** Participants shall own their account balance in accordance with the following vesting schedule:

- 100% immediate  
 100% upon Retirement, meeting the District's eligible requirements for retirement  
 100% Separation of Service  
 Other \_\_\_\_\_  
 100% upon death (can be selected in addition to "other" above)

**Forfeitures.** Employees who are not 100% vested under the Vesting Schedule shall forfeit their funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependants, any funds remaining in the account shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions  
 Be reallocated on an annual basis to remaining active Plan Participants

**Reimbursements.** Reimbursements shall be for:

- All eligible 213(d) Medical Expenses  Premium Only Medical Expenses  
 Limited Purpose (Highly Compensated Individuals may receive only premium reimbursements.)  
 Post Deductible

**Reimbursement Eligibility.** A Participant shall be eligible for reimbursement (vested balance only) of medical expenses at the time selected below, but in no event before expenses exceeding the dollar amount of any flexible spending account ("FSA") in which he shall also participate have been paid.

- Immediate  Upon becoming 100% vested  
 Upon Retirement or Separation of Service

**Administrative Fee Schedule.** Administrative Fees are paid by the Employer.

- \$5.00 per active Employee per quarter  
 Other \_\_\_\_\_

**Distribution Fees.** A reimbursement processing fee of \$5.00 for each claim processed, up to a maximum annual reimbursement processing fee of \$30.00 shall be:

- Paid by Employer  Paid by Participant

**Investment Selection.** **Investment Provider:** \_\_\_\_\_

**Type of Investment:**

- Fixed annuity only \_\_\_\_\_  Variable annuities [select one of the following] \_\_\_\_\_  
 Employer directed  
 Participant directed; Restrictions are:  
 None  
 100% vested  
 At Retirement  
 Account balance in excess of \$ \_\_\_\_\_  
 Other \_\_\_\_\_  
 Funds limited (see attachment)

**Effective Date.** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

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# Health Reimbursement Arrangement

## **PLAN DOCUMENT**

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### ***Introduction***

The Employer has established and adopted the MidAmerica Administrative & Retirement Solutions, Inc. Health Reimbursement Arrangement to enable Participants and their dependents to be reimbursed tax-free for eligible medical and dental expenses. Contributions to the Plan shall be made by the Employer and credited to Participants' accounts. Claims for reimbursement shall be processed and reimbursements paid out on a tax-free basis for medical expenses in accordance with Internal Revenue Service Guidelines for Health Reimbursement Agreements, IRS Publication 502, Internal Revenue Code (the "Code") Sections 213(d), 105 and 106 as described in Revenue Ruling 2002-41 and IRS Notice 2002-45.

### ***Legal Status***

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code Sections 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as described in IRS Notice 2002-45 and Revenue Ruling 2002-41, and shall be interpreted to accomplish those objectives. The expenses reimbursed under the Plan are intended to be eligible for exclusion from Participants' gross income under Code Section 105(b).

Notwithstanding anything to the contrary, the portion of the Plan that reimburses Highly Compensated Individuals, as defined in Code Section 105(h), for premiums paid under an insured plan shall be treated as a separate plan that is not subject to the requirements of Code Section 105(h), pursuant to Treasury Regulation Section 1.105-11(b)(2).

### ***Participation***

Employees of the class or classes set forth by the Employer in the Plan Adoption Agreement will be Participants in the Plan. Notwithstanding any election in the Plan Adoption Agreement to the contrary, Employees of the class or classes set forth by the Employer in the Plan Adoption Agreement who are Highly Compensated Employees, as defined in Code Section 105(h), will be Participants only in that portion of the Plan that reimburses Participants for "premium only medical expenses," as described below. Under no circumstances are such individuals eligible for reimbursements of any medical and dental expenses other than premium expenses. For purpose of this section, a retiree who was a Highly Compensated Individual prior to his or her retirement from the Employer shall be treated as a Highly Compensated Individual thereafter and during retirement.

### ***Benefits and Eligibility for Benefits***

A Participant shall be entitled to reimbursements of eligible medical and dental expenses upon the occurrence of the event selected in the Plan Adoption Agreement, but in no event until after expenses exceeding the dollar amount of any flexible spending arrangement ("FSA") in which the Participant shall also participate have been paid, or, if the medical or dental expense is reimbursable from a health savings account ("HSA"), amounts shall only be available from this Plan in accordance with paragraph 9 of the Administration section herein.

If the Employer indicates in the Adoption Agreement that Reimbursements shall be for "all eligible section 213(d) medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- (a) incurred by the Participant, Spouse or Dependent;
- (b) incurred for Medical Care - "Medical Care" shall have the same meaning as in section 213(d) of the Code, and shall include: (i) amounts paid for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body, including over-the-counter drugs, and (ii) premiums for medical and dental coverage,

including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and

- (c) not compensated through insurance and not paid for with a tax-free distribution from a Medical Savings Account (MSA), Health Savings Account (HSA), or Health Flexible Spending Arrangement and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

If the Employer indicates in the Adoption Agreement that Reimbursements shall be for "premium only medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- (a) incurred by the Participant, Spouse or Dependent;
- (b) premiums for medical and dental coverage, including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and
- (c) not paid for with a tax-free distribution from a Medical Savings Account (MSA) or Health Savings Account (HSA) and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

### ***Funding***

All funds for the Plan shall come exclusively from the Employer and shall constitute either a specified dollar amount and/or a specific percentage of Employees' compensation or retirement pay as the Employer shall from time to time determine. The amount or percentage to be determined by the Employer shall be subject to, and not in contravention of, the Employer's obligations to its Employees. Subject to any vesting schedule which may be elected in the Plan Adoption Agreement, all funds in the Plan belong to the individual Participants as allocated to their accounts. Also subject to any vesting schedule which may be elected in the Plan Adoption Agreement, once funds are allocated to the Plan, the Employer relinquishes all right, title, control, and interest to such funds.

### ***Interest Credit***

An interest credit may be allocated to the Participants' accounts at any rate determined by the Plan Administrator. Such interest credit, if any, will be calculated by applying an equal percentage to whatever balance remains in each Participant's account as of the end of each plan year, and will be recorded as of the first business day in January of the following plan year. Amounts in Participant accounts attributable to interest shall be subject to the same rules as employer contributions.

### ***Vesting***

Funds in a Participant's account shall vest and be available to pay eligible medical expenses in accordance with the vesting schedule elected by the Employer in the Plan Adoption Agreement. If a Participant is not fully vested in his account balance when participation hereunder of the Participant and his surviving spouse and/or dependents ends as described in the section hereof entitled "Death Benefits," any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

### ***Continuation Coverage***

***COBRA continuation coverage ("COBRA coverage")***. COBRA coverage shall be available on the same terms and conditions as described herein with respect to Participants upon payment of the applicable COBRA

premium. Each qualified beneficiary (i.e., the Participant and the Participant's spouse and eligible dependents) shall be entitled to COBRA coverage for a period of 18 months. The level of coverage will be the Participant's account balance at the time of the qualifying event (adjusted for investment earnings and losses), plus Employer contributions, and minus reimbursements for claims paid from the account. Contributions shall be made at the same times as they are made for similarly situated Participants who have not experienced a qualifying event. The balance of the Participant's account shall be available to all qualified beneficiaries electing continuation coverage on an aggregate basis.

The COBRA premium shall be a single premium regardless of the number of qualified beneficiaries electing COBRA coverage. That premium shall be as determined annually by the Employer. The Employer shall have no obligation to pay any portion of the COBRA premium.

***Coverage in lieu of COBRA.*** As an alternative to COBRA continuation coverage, qualified beneficiaries may choose to continue to access the Participant's account via coverage in lieu of COBRA. No additional contributions will be made to the Participant's account during the coverage in lieu of COBRA period and no premium will be charged for the coverage. Administrative fees as indicated herein will be applied. The balance of the Participant's account shall be available to all qualified beneficiaries electing coverage in lieu of COBRA on an aggregate basis. Furthermore, if some qualified beneficiaries elect COBRA and others select coverage in lieu of COBRA, all qualified beneficiaries will have access to the Participant's account on an aggregate basis.

For the Participant, coverage in lieu of COBRA shall be provided until the earlier of: (1) the date the vested account balance reaches zero or (2) the date of the participant's death. For a spouse of the Participant, such coverage shall be provided until the earlier of: (1) the date the vested account balance reaches zero, (2) the date of the Participant's death, or (3) the date of the entry of a valid divorce decree. For a dependent of the participant, such coverage shall be provided until the earlier of: (1) the date the vested account balance reaches zero, (2) the date of the Participant's death, or (3) the date the dependent ceases to be a dependent under the terms of the Plan.

### ***Plan Investments***

Plan investments will be made in accordance with the Employer's elections in the Plan Adoption Agreement, and will consist of investments in either fixed or variable annuities.

### ***Plan Administrator***

The Employer designates as the initial Plan Administrator the entity named in the Plan Adoption Agreement. The initial Plan Administrator shall serve as Plan Administrator until such time as a new Plan Administrator is appointed.

### ***Administrative Fees***

An Administration Fee shall be payable by the Employer.

Participants may be charged a Distribution Fee by the Plan's administrative services provider in such amount as shall be agreed to by the Employer.

### ***Administration***

1. Health reimbursement requests may be made monthly and must be for a minimum of \$100 or such other amount as shall be established by the Employer. Additionally, a reimbursement request can only be made for expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan.



2. Participants are entitled to request reimbursements from their accounts as soon as the accounts are funded by the Employer, but only for medical expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan. Hardship withdrawals or loans are not permitted under this Plan and Plan funds may only be used to reimburse Participants and their dependents for qualified medical expenses.
3. In order to receive reimbursement for eligible medical expenses, Participants shall provide the Plan Administrator with whatever information is reasonably required. This Plan shall not and cannot reimburse for any claims other than those allowed under Code Section 213(d) and the regulations thereunder, as generally described in IRS Publication 502.
4. When a request is approved it shall be scheduled for disbursement. Disbursements shall be made not later than the fifteenth (15<sup>th</sup>) day of each month for all reimbursement requests received by the Plan Administrator prior to the end of the preceding month.
5. Decisions of the Plan Administrator shall be final on the issue of eligible expenditures and such decisions shall be based on Code Section 213(d) and the regulations thereunder, as interpreted by the IRS or court rulings or directives concerning the deductibility of medical expenses for Federal Income Tax purposes, which interpretations shall be controlling for purposes of determining reimbursement eligibility under this Plan.
6. Other than establishing this Plan and providing funding for the Plan, the Employer does not assume any responsibility for any aspect of any Participant's health care. Participant questions shall be directed to the Plan Administrator.
7. Each Participant shall be notified by the Plan Administrator of his or her account balance at the time a deposit is made to his or her account. The Plan Administrator shall provide each Participant with a quarterly statement setting forth the Participant's account balance and earnings and disbursements for the quarter. Additionally, the Plan Administrator shall provide a Participant with a statement of account balance in conjunction with each reimbursement distribution.
8. Funds in a Participant's account at the end of each year shall be rolled into the following year.
9. Reimbursement is available for the Participant, the Participant's spouse and the Participant's tax dependants as defined in Internal Revenue Code Section 152 (generally, individuals for whom the Participant provides over half of the support for the calendar year, and who either lives with the taxpayer, or satisfies a specified relationship such as child, sibling, parent, etc.). Submission of a request for reimbursement on behalf of someone other than the Participant shall be deemed a representation by the Participant that the request for reimbursement is made on behalf of a spouse or qualified dependant.

### ***Death Benefit***

If a Participant dies before the Employer deposits their final payment(s), the Employer may continue depositing the remaining payments as scheduled. The remaining payments can be accessed by the Surviving Spouse/Dependent Children.

If a Participant dies prior to exhausting his vested account balance, the Participant's surviving spouse and/or dependents are eligible to be reimbursed under this Plan for their eligible medical expenses until the vested account balance is exhausted. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependants, any funds remaining in the account shall be forfeited. Any forfeited amounts shall be applied as elected by the Employer in the Plan Adoption Agreement.

### *Plan Amendments*

The Employer has the authority to amend this Plan at any time, in whole or in part. Participants will be notified of any Plan changes. Any amendment to the Plan shall not adversely affect the rights of existing Participants. Changes imposed by the Internal Revenue Service, either by law change, regulations, or rulings, will be effective immediately and without notice.

### *Involuntary Access to Funds*

Funds in a Participant's Plan account are not assignable by a Participant, either in law or in equity, or subject to estate tax, or to execution, levy, attachment, garnishment, or any other legal processes.

### *Plan Termination*

In the event the Employer elects to terminate this Plan, which it may do, in its sole discretion, at any time and for any reason, amounts credited to Participants' accounts will remain in the Participants' accounts and Participants will continue to utilize their accounts as set forth in this Plan Document until their accounts are exhausted.

### *HIPAA Compliance*

#### 1. Disclosure of Summary Health Information to the Employer

In accordance with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") issued and pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Plan may disclose Summary Health Information to the Employer, if the Employer requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under this Plan or (b) modifying, amending or terminating the Plan.

"Summary Health Information" may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the Plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

#### 2. Disclosure of Protected Health Information ("PHI") to the Employer for Plan Administration Purposes

In order that the Employer may receive and use a Participant's individually identifiable health information or PHI (including electronic PHI) for "Plan Administration" purposes, the Employer agrees to:

- a. Not use or further disclose PHI other than as permitted or required by the Plan Documents or as Required by Law (as defined in the Privacy Standards);
- b. Ensure that any agents, including a subcontractor, to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- c. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer, except pursuant to an authorization which meets the requirements of the Privacy Standards;

- d. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Employer becomes aware;
- e. Make available PHI in accordance with Section 164.524 of the Privacy Standards (45 CFR 164.524);
- f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards (45 CFR 164.526);
- g. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Standards (45 CFR 164.528);
- h. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with Part 164, Subpart E, of the Privacy Standards (45 CFR 164.500 et seq);
- i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI;
- j. If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
- k. Ensure that adequate separation between the Plan and the Employer, as required in Section 164.504(i)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
  - i. The employees, or classes of employees, or other persons under control of the Employer who are identified in the Plan Adoption Agreement, shall be given access to the PHI to be disclosed.
  - ii. The access to and use of PHI by the individuals described in subsection (i) above shall be restricted to the Plan Administration functions that the Employer performs for the Plan.
  - iii. In the event any of the individuals described in subsection (i) above do not comply with the provisions of the Plan Documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance occurs. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.  
  
"Plan Administration" activities are limited to activities that would meet the definition of payment or health care operations, but do not include functions to modify, amend or terminate the Plan or solicit bids from prospective issuers. "Plan Administration" functions include quality assurance, claims processing, auditing, monitoring and management of carve-out plans, such as vision and dental. It does not

include any employment-related functions or functions in connection with any other benefit or benefit plans.

The Plan shall disclose PHI to the Employer only upon receipt of a certification by the Employer that (a) the Plan Documents have been amended to incorporate the above provisions and (b) the Employer agrees to comply with such provisions.

3. Disclosure of Certain Enrollment Information to the Employer

Pursuant to Section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Employer information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Employer.

4. Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage

The Employer hereby authorizes and directs the Plan, through the Plan Administrator or its third party administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (MGUs) for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the Privacy Standards.

5. Other Disclosures and Uses of PHI

With respect to all other uses and disclosures of PHI, the Plan shall comply with the Privacy Standards.

**IN WITNESS WHEREOF**, this Plan has been executed this 15th day of January, 2009, by **MidAmerica Administrative & Retirement Solutions, Inc.**

**MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS, INC.**

By:  \_\_\_\_\_

Its President \_\_\_\_\_

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

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# Health Reimbursement Arrangement Trust

## ADOPTION AGREEMENT

for

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This Adoption Agreement is executed on this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, the Grantor, and \_\_\_\_\_ as the Trustee, and sets forth the designations required by the Trust.

1. Trust Administrator: **MidAmerica Administrative and Retirement Solutions, Inc.** is hereby designated as the Trust Administrator.
2. Custodian: **American United Life** is hereby designated as Custodian of the Trust assets.

**By:**

Grantor & Trustee: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

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Health Reimbursement Arrangement Trust  
**for**

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**EMPLOYEE BENEFIT TRUST**

THIS TRUST AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (the "Employer") and \_\_\_\_\_, as Trustee ("Trustee").

**WITNESSETH:**

**WHEREAS**, the Employer has adopted Benefit Plans and Programs for Employees and Former Employees of the Employer, and

**WHEREAS**, the Employer desires to establish a Trust to secure and hold funds that will be contributed by the Employer and held for the benefit of the employees and their eligible dependents under and in accordance with the Employer's Employee Benefit Plans and Programs, and

**WHEREAS**, the Employer desires the Trustee to hold and administer the Trust, and the Trustee is willing to hold and administer such Trust, pursuant to the terms of this Agreement, and

**WHEREAS**, the Employer, by action of its duly authorized officer or governing body, has designated the Trustees to serve as the trustees for the Trust,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **NAME AND PURPOSE.** The name of this Trust, and the Trust Account established pursuant to this Trust, shall be the \_\_\_\_\_ Employee Benefit Trust Account. The exclusive purpose of this Trust is to provide a source of funds for the Employer's employee welfare benefit obligations.
2. **COMPLIANCE WITH LAWS.** This Trust is to be interpreted in accordance with the laws of the State in which the Employer is located.
3. **ACCEPTANCE.** The Trustee accepts the Trust and agrees to perform the obligations imposed on it by the terms and conditions set forth in this Trust document.
4. **RECEIPT OF CONTRIBUTIONS.** The Trustee is accountable to the Employer for the funds contributed to it by the Employer. The Trustee is not obliged to collect any contributions from the Employer.
5. **BENEFICIARIES.** The Trust assets, including any earnings accruing on them, shall be held solely for the purpose of providing funding for payment of the Employer's employee welfare benefit obligations and for payment of Trust expenses as provided for herein. It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than to provide the benefits identified and contemplated under the Plans referenced herein for the exclusive benefit of covered employees and their dependents. No portion of the principal or income of this Trust shall revert to the Employer.



6. INVESTMENT POWERS. Subject to applicable State law and its fiduciary responsibility, the Trustee has full discretion and authority with regard to the investment of the Trust assets, except with respect to an asset under the control or direction of a properly appointed investment manager, or with respect to an asset subject to Employer direction of investment.
7. ADMINISTRATION. The administration of the Trust shall be provided by the Trust Administrator designated by the Employer in the Adoption Agreement for this Trust. By its agreement to serve as Trustee, the Trustee accepts the Employer's designation of the Trust Administrator. The Employer may designate another Trust Administrator at any time, with proper notice to the Trustee and subject to the Trustee's approval. The Trust Administrator shall be responsible for all administrative aspects of the Trust, including the filing of all reports and tax returns, if any, required of the Trust.
8. CUSTODIAN. The Employer shall appoint a Custodian of the Trust Assets. The Custodian shall be designated and appointed in the Adoption Agreement. The Custodian shall invest the Trust assets as directed by the Trustee. The Custodian shall not have any discretion as to the investment of the Trust assets and shall at all times follow the direction and instruction of the Trustee. So long as the Custodian invests the Trust assets pursuant to the instructions of the Trustee, the Custodian shall not have any liability for following the Trustee's instructions.
9. RECORDS AND STATEMENTS. The records of the Trustee, Custodian, and Trust Administrator, pertaining to the Trust, must be open to the inspection of the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer may specify in writing.
10. FEES AND EXPENSES FROM FUND. The Trustee and Trust Administrator may receive reasonable annual compensation as may be agreed upon from time to time between the Employer and the Trustee and the Trust Administrator. The Trustee will pay, from the Trust Fund, all fees and expenses reasonably incurred by the Trust to the extent such fees and expenses are for the ordinary and necessary administration and operation of the Trust unless the Employer pays such fees and expenses directly. The above notwithstanding, the Trustee shall not be entitled to compensation if the Trustee is also the Employer.
11. PARTIES TO LITIGATION. Any final judgment entered in any court proceeding involving the Trust will be binding on the Employer, Trustee, Trust Administrator, and the Custodian.
12. PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust Fund reasonable compensation to, agents, attorneys, accountants and other persons, to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant, or other person selected by it, any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.
13. DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distributions from the Trust in cash or property, or partly in each, at its fair market value as determined by the Trustee. No distributions shall be made from this Trust other than for the payment of benefits identified under the Plans, except that payments of reasonable expenses for the administration of the Trust shall be permitted in accordance with paragraph 10 above.
14. DISTRIBUTION DIRECTIONS. If no one claims a payment or distribution made from the Trust, the Trustee shall return the payment to the corpus of the Trust.

15. THIRD PARTY / MULTIPLE TRUSTEES. No person dealing with the Trustee is obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to the terms of this Trust. Each person dealing with the Trustee may act upon any notice, request, or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and is not liable to any person in so acting. If two persons act as Trustee and reach a deadlock, the Grantor shall appoint a third person as temporary Trustee to cast a vote in order to break the deadlock. A decision of the majority of the Trustees shall control with respect to any decision regarding the administration or investment of the Trust Fund or of any portion of the Trust Fund with respect to which such persons act as Trustees. However, the signature of only one Trustee is necessary to effect any transaction on behalf of the Trust.
16. RESIGNATION. The Trustee may resign its position at any time by giving 30 days written notice in advance to the Employer. If the Employer fails to appoint a successor Trustee within 60 days of its receipt of the Trustee's written notice of resignation, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed its acceptance of appointment with the former Trustee.
17. REMOVAL. The Employer, by giving 30 days' written notice in advance to the Trustee, may remove any Trustee. In the event of the resignation or removal of a sole Trustee, the Employer must appoint a successor Trustee if it intends to continue the Trust. If multiple persons hold the position of Trustee and one or more, but less than all, are removed as Trustee, in the event of the removal of one such person, the remaining person or persons shall act as Trustee.
18. INTERIM DUTIES AND SUCCESSOR TRUSTEE. Each successor Trustee succeeds to the title to the Trust vested in his predecessor by accepting in writing his appointment as successor Trustee and by filing the acceptance with the former Trustee and the Employer without the signing or filing of any further statement. The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust by the successor Trustee, must execute all documents and do all acts necessary to vest the title of record in any successor Trustee. Each successor Trustee has and enjoys all of the powers, discretionary and ministerial, conferred under this Agreement upon his predecessor. A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee, except as required under applicable law. With the approval of the Employer, a successor Trustee, with respect to the Plan, may accept the account rendered and the property delivered to it by a predecessor Trustee without incurring any liability or responsibility for so doing.
19. VALUATION OF TRUST. The Trustee must value the Trust Fund as of each Accounting Date to determine the fair market value of the Trust. The Trustee also must value the Trust Fund on such other valuation dates as directed in writing by the Employer. Accounting Date shall mean the last day of the Employer's fiscal year.
20. RECORDS AND REPORTS. The Trustee and the Trust Administrator shall create and maintain records that are appropriate to the administration of the Trust.
21. TERMINATION OF TRUST. This Trust shall terminate when all Trust funds have been expended for the fulfillment of the Employer's welfare benefit obligations to its employees, and the Employer notifies the Trustee and all other interested parties that the Employer will not be providing any additional funds to the Trust.
22. IRREVOCABLE. This Trust is irrevocable by the Employer.

23. SUCCESSORS and ASSIGNS. This Trust Agreement and the rights and duties hereunder shall not be assignable by either of the parties hereto. The assets held under this Trust shall not be subject to the rights of the creditors of the Employer, the Trustees, or the Custodian, and shall be exempt from execution, attachment, prior assignment, or any other judicial relief or order for the benefit of creditors or other third persons.
24. AMENDMENTS. This Trust Agreement may be amended from time to time by an instrument in writing executed by duly authorized officers of the Employer and Trustee.
25. NO THIRD PARTY BENEFIT. This Agreement is intended for the exclusive benefit of the parties to this Agreement and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.
26. INCORPORATION OF ADOPTION AGREEMENT. The Trust Adoption Agreement, any Appendix thereto, and any future modifications, are incorporated in this Trust Document and made a part thereof as though specifically set forth herein.
27. EMPLOYER REPRESENTATION. The Employer represents and warrants that:
- (A) it is a State or political subdivision of a State or agency or instrumentality of the foregoing within the meaning of Code Section 414(d);
  - (B) it has authority under State law to enter into, maintain, and establish this Trust and the Plan(s).
  - (C) the funding of the Trust is from employer contributions or contributions of employees of the Employer;
  - (D) the Trust is exempt from taxes under Code Section 115; and
  - (E) the Trust and Plan is a governmental plan as defined in Code Section 414(d), established for the exclusive benefit of the employees of the Employer.

**IN WITNESS WHEREOF**, the parties hereto have caused this Trust Agreement to be SIGNED, SEALED, and DELIVERED on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**By:**

Employer Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**and**

Trustee: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

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# Health Reimbursement Arrangement

## APPOINTMENT OF AGENT

for

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The undersigned Employer, \_\_\_\_\_, hereby appoints MidAmerica Administrative & Retirement Solutions, Inc. to provide all administrative services on behalf of the Plan, including processing Participant claims for health care costs reimbursements.

The agent shall at all times adhere to the terms and conditions of the Employer's Health Reimbursement Arrangement.

This Appointment of the Agent may be cancelled by the Employer at any time upon written notice to MidAmerica. In the event of such termination, MidAmerica shall continue to process claims that are in process, but shall otherwise follow the instructions of the Employer with respect to the transition of the processing.

By the signature of its authorized agent below, MidAmerica Administrative & Retirement Solutions, Inc. hereby agrees to provide all administrative services called for under the herein referenced Plan for the Employer and charge only those fees permitted under the Plan.

Name of Employer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MidAmerica Administrative & Retirement Solutions, Inc.**

Signature: \_\_\_\_\_

Print Name: J. Wesley Compton, CPA, CEBS

Title: President

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

**Please print the AUL New Business Agreement and insert here.**

**\*If a variable account, please have the District complete two New Business Agreements and also GWN's Investment Disclosure Form and Client Account Form.**

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## *Administrative Procedures*

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Please mail the signed Implementation Binder to Esther Hart at **MidAmerica Administrative & Retirement Solutions, Inc.** Once MidAmerica has reviewed the documents, the binder will be mailed back to you with sample Participant correspondence and a Data Requirements CD.

**Please make checks payable to: AUL.** Please ensure that the Data Requirements, listing each Participant contribution, accompany the check and the total contributions listed equals the check amount. Upon receipt of a Participant's initial contribution to the Plan, he/she will receive a Welcome Kit describing the program in detail. **Note: Contributions can only be posted to the account if the Data Requirements are supplied with the contribution check.**

Checks and Data Requirements (with each contribution submission) should always be MAILED TO:

MidAmerica Administrative & Retirement Solutions, Inc.  
211 E. Main Street, Suite 100  
Lakeland, FL 33801  
Attn: Contribution Processing

Send a copy of the check and Data Requirements to:

National Insurance Services  
Retirement Income Division  
250 S. Executive Drive, Suite 300  
Brookfield, WI 53005-4273  
Attn: Debbie Holewinski

Premiums may be ACH or wired, as follows:

ROUTING NUMBER: 026009593 (for wires only)  
ROUTING NUMBER: 063100277 (for ACH only)  
ACCOUNT NUMBER: 005561906347  
TITLE ON ACCOUNT: AUL Health Benefit Trust / MidAmerica Administrative  
& Retirement Solutions, Inc  
BANK NAME: Bank of America, N.A.  
BANK BRANCH: Lakeland, FL  
BANK PHONE NUMBER: (863) 616-5318  
REFERENCE: (Employer Name) AUL Policy Number

*(A copy of the wire confirmation must be sent to MidAmerica with data requirements.)*

Contribution deduction registers (data requirements) can be submitted the following ways:

- An Excel file can be submitted through an attachment via email to [contributions@midamerica.biz](mailto:contributions@midamerica.biz). Please reference your Employer name and the total deposit amount being submitted.
- You may also upload your contribution data file via FTP. Just type in the following website address: <http://www.midamerica.biz>, select *Forms*, and select *Contribution Data for all other plans*. Populate the required fields, attach your data file and click submit!
- Enclose a hardcopy deduction register with the contribution check and mail directly to MidAmerica.

Please contact Tara Scianimanico, Director of Account Services, at MidAmerica's toll free number 1-800-430-7999, ext. 101 (for Employers and Agents only) for questions concerning submitting contributions or Participant accounts.

## *Data Requirements*

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Social Security Number (Numeric)

Last Name (Alphanumeric)

First Name (Alphanumeric)

Address (Alphanumeric)

City (Alphanumeric)

State (Alphanumeric)

Zip (Numeric)

Home Phone Number (Numeric)

Date of Birth (DD/MM/YYYY)

Date of Hire (DD/MM/YYYY)

Date of Separation (Leave Blank if Active) (DD/MM/YYYY)

Health Contribution (Numeric)

District Payment Frequency (A-Annual, S-Semi-Annual, Q-Quarterly, M-Monthly, SM- Semi-Monthly, L-Lump Sum, O-Other\*)

\*If code O is used please indicate payment frequency

For your convenience, enclosed is a diskette containing an Excel spreadsheet for you to submit the above data information.

Data may be sent via e-mail to: [contributions@midamerica.biz](mailto:contributions@midamerica.biz). (Please include the check total in subject line of email and password protect your spreadsheet for encryption purposes, providing us with the password under a separate cover.) Please direct data requirement questions to Tara at 800-430-7999, extension 101.