



December 11, 2025

Dr. Jeremy Earle
City of Hallandale Beach
400 S. Federal Highway
Hallandale Beach, FL 33009

RE: City of Hallandale Beach RHS Plan- ID: 800544

Dear Valued Client,

Thank you for choosing MissionSquare Retirement for your retirement plan administration. We're excited to help your employees achieve their retirement savings goals. Enclosed, you'll find the following plan-related documents:

1. Retirement Health Savings Program Return Book (2 of 2)
2. Retirement Health Savings Program Retain Book (1 of 2)

The effective date is January 1, 2026.

Please keep an original copy of the signed and dated documents for your records. Note: Your retirement plan won't be set up until all applicable documents indicated have been received in good order.

Upon receipt of all documents, you'll be set up in our recordkeeping system. The Basic Plan Document with the IRS Advisory Letter, any applicable notices, and a copy of your signed Adoption Agreement will be posted to the plan sponsor website.

If you have any questions, please contact us weekdays between 8:30 a.m. and 7:30 p.m. ET at (800) 326-7272. Thank you for entrusting us with your retirement plan administration. We look forward to continuing to serve you.

Sincerely,

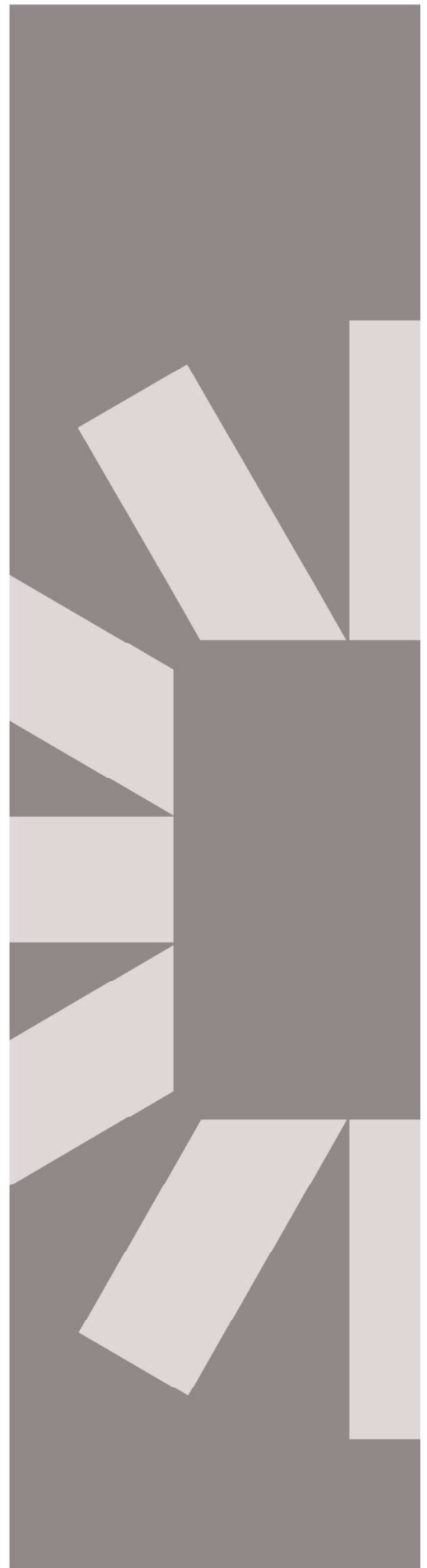
MissionSquare Plan Services

Enclosures



Retirement Health Savings Program

RETURN BOOK (2 of 2)



MissionSquare Retirement Health Savings Plan

This is one of two books containing information to establish your MissionSquare Retirement Health Savings (RHS) Plan. This Return Book contains the documents that must be returned to MissionSquare Retirement to establish a RHS Plan. Should you need additional information on completing the documents, refer to Retain/Instructions Book (1 of 2).

MissionSquare RHS Adoption Documents to return to MissionSquare	Page
▪ Suggested Resolution for Adoption of the MissionSquare RHS Program OR Suggested Affirmative Statement for Adoption of the MissionSquare RHS Program	3
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Please retain a copy of all MissionSquare RHS Adoption Documents for your records, including the documents that are being returned to MissionSquare.

Please Note

The information in this book only takes into account the federal tax rules related to the MissionSquare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *MissionSquare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized by the RHS Program fall within state and local requirements.

Suggested Resolution for Adoption

And

Suggested Affirmative Statement of Adoption

Suggested Affirmative Statement for Adoption of the MissionSquare Retirement Health Savings (RHS) ProgramPlan Number: 8 00544Name of Employer: City of Hallandale Beach State: Florida

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's MissionSquare Retirement Health Savings Program through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan"); and

SPECIFY that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

the Employer

☒ the following position within the Employer: City Manager
(insert title of individual acting as trustee)

the following group or committee within the Employer: _____
(insert group or committee acting as trustee)

the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the City of Hallandale Beach
Integral Part Trust in the form of: (Select one)


☒ The sample trust made available by MissionSquare Retirement

The trust provided by the Employer (executed copy attached hereto)

SPECIFY that the City Manager shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

Date: 12/11/2025

City Manager
Title of Designated Agent


Signature



MissionSquare RHS Adoption Agreement

MissionSquare Retirement Health Savings (RHS) Adoption Agreement

Plan Number: 8 00544

Select as applicable:

Standalone RHS Integrated RHS Amendment to Existing Plan ☒ New Plan

I. Employer Name: City of Hallandale Beach State: Florida

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Effective Date January 1, 2026

B. Plan Year: Enter the annual accounting period for the RHS program. 1/1/-12/31

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: City of Hallandale Beach

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees - Police
- ☐ Public Safety Employees - Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s)) _____
- ☒ Other (specify group(s)) Mayor

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A
(write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A
(write N/A if no minimum age is required).

VI. Contribution Sources and Amounts**A. Definition of Earnings**

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings," including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Employee Compensation

B. Direct Employer Contributions and Mandatory Contributions

Contributions for participants include:

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Eligible Employee

☐ _____ % of Earnings*

☐ \$_____ each Plan Year

☐ A discretionary amount to be determined each Plan Year

☐ Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

☒ Reduction in Salary – _____ % of Earnings or \$ 200/per pay will be contributed for the Plan Year.

☐ Decreased Merit or Pay Plan Adjustment – All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of mandatory contributions of employee compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining mandatory employee leave contributions):

Accrued Sick Leave _____

Accrued Vacation Leave _____

Other (specify type of leave) Accrued Leave _____

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

[illegible]

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

* Definition of retirement includes a separation from service component and is further defined by (check one):

- ☒ The primary retirement plan of the Employer
- ☐ Completion of _____ years of continuous service
- Normal Retirement Age (NRA) of _____

Check this option ONLY if you want the automatic vesting feature to be turned on. Providing an NRA establishes an automatic vesting feature that automatically makes the participant 100% vested when the participant reaches the NRA regardless of any service requirement. If NRA is left blank, the standard default is age 62, and automatic vesting feature is turned off regardless of whether NRA is selected.

Other _____

If your plan has multiple definitions of retirement, please notify MissionSquare Retirement, and note that it is the employer's responsibility to maintain and provide vested percentage for eligible employees upon benefit eligibility by submitting a letter of instruction (LOI) with the required data to MissionSquare Retirement.

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a Participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

- ☒ Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**
- ☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**
- ☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

* If the Employer's RHS Program does not limit eligibility to Participants who have separated from service, the Employer will be required to provide further direction to MissionSquare regarding the treatment of possible contributions that are required to be made following the Participant's waiver.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to Employer's forfeiture account for further direction from the Employer. If there are Participants without a balance who should receive forfeiture assets, please provide alternative instructions to MissionSquare on the forfeiture reallocation notice.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program**A. A Participant is eligible to receive benefits:**

At retirement only (also complete Section B.)

Definition of retirement:

Same as Section VII.B.

☐ Other _____

☒ At separation from service with the following restrictions

☒ No restrictions

☐ Other _____

B. Termination prior to general benefit eligibility: In a case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

☒ Immediately upon separation from service

Other _____

C. A Participant who becomes totally and permanently disabled will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

☒ As defined by the Social Security Administration

☐ As defined by the Employer's primary retirement plan

☐ Other _____

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

X. Permissible Medical Benefit Payments

Select **one** option.

Benefits eligible for reimbursement under the plan are as allowed under IRC Section 213 other than direct long-term care expenses.

- ☒ Option 1: **All Medical Benefits***
- ☐ Option 2: **Insurance Premiums Only**
- ☐ Option 3: **Select Expenses*** you wish to cover under the Employer's welfare benefits plan:
 - ☐ Medical Insurance Premiums
 - ☐ Medical Out-of-Pocket Expenses
 - ☐ Medicare Part B Insurance Premiums
 - ☐ Medicare Part D Insurance Premiums
 - ☐ Medicare Supplemental Insurance Premiums
 - ☐ Prescription Drug Insurance Premiums
 - ☐ COBRA Insurance Premiums
 - ☐ Dental Insurance Premiums
 - ☐ Dental Out-of-Pocket Expenses
 - ☐ Vision Insurance Premiums
 - ☐ Vision Out-of-Pocket Expenses
 - ☐ Qualified Long-Term Care Insurance Premiums
 - ☐ Non-Prescription medications allowed under IRS guidance
 - ☐ Other qualifying medical expenses (describe)_____

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a Participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilize the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling (800) 326-7272.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

XII. The Plan Will Operate According to the Following Provisions:**A. Employer Responsibilities**

1. The Employer will submit all MissionSquare Retirement Health Savings Plan enrollment and contribution data via electronic submission.
2. The Employer will submit all MissionSquare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *MissionSquare Retirement Health Savings Employer Manual*.

XIII. Employer Acknowledgements

- A.** The Employer hereby acknowledges it understands that failure to properly fill out this *MissionSquare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B.** ☐ Check this box if you are including supporting documents that include plan provisions.

Employer Signature**By:** **Date:** 12/11/2025**Title:** City Manager**Attest:** N/A**Date:** N/A**Title:** N/A

VantageTrust II Participation Agreement

VantageTrust II Multiple Collective Investment Funds Trust

Participation Agreement

This Participation Agreement is by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and is effective as of the date of the authorized signature at the end of this Agreement (the "Retirement Trust").

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed MissionSquare Retirement, or its wholly owned subsidiary, MissionSquare Investments, investment advisors registered under the Investment Advisers Act of 1940, as an investment advisor, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer acknowledges that the Trust Company has appointed MissionSquare Retirement to perform various administrative functions of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of MissionSquare Retirement.
2. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.
3. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.

4. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (17) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.
5. **Term and Termination.** This Agreement shall be in effect from the day specified at the end of this Agreement until termination by Employer or Trust Company upon ninety (90) days prior written notice.
6. **Termination Restriction.** Employer acknowledges and agrees that, consistent with the terms applicable to the MissionSquare PLUS Fund as outlined in the Disclosure Memorandum, MissionSquare Investments retains full discretion to defer Employer-initiated withdrawals from the MissionSquare PLUS Fund for a period of not more than 12 months following notice of termination of this Agreement.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:
 - A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
 - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - iii. Section 401(a)(24) governmental plans; or
 - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
 - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
 - B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to,

- and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100, as amended or clarified from time to time;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
 - D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made;
 - E. Employer will not transmit, or cause to be transmitted, any order for purchase or redemption of units of the MissionSquare PLUS Fund that are not based on instructions communicated in proper form by Retirement Plan participants; and
 - F. Employer will not use the MissionSquare PLUS Fund as a temporary holding account, default investment, or investment account for employer level accounts including revenue sharing accounts or any other non-participant account. Notwithstanding the foregoing, the Employer can use the MissionSquare PLUS Fund in a forfeiture account.
2. Employer hereby represents and acknowledges the following:
- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.
 - B. The Declaration of Trust, any addenda thereto, the Disclosure Memorandum, any applicable Fund Fact Sheets, and any additional materials and information requested by the Employer describing the Trust and its business and operation have been made available to the Employer and have been reviewed by the Employer, and that in making a prudent investment decision with respect to the contribution of assets to Trust in exchange for units and the current or future selection of one or more Funds, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
 - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
 - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
 - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
 - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given

to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

4. Upon reasonable request by the Trust Company, Employer agrees to provide the Trust Company with a list of all Employer affiliates that provide financial services to Employer, including any broker-dealer.
5. Employer acknowledges that the Trust may invest in a range of securities, whether directly or indirectly through another pooled investment vehicle. Employer acknowledges and agrees that it is solely responsible for determining that the Retirement Trust's investment in the Trust will not contravene any provision of existing law or regulations applicable to the Retirement Trust, or of the organizational or governing documents of the Retirement Trust.

FEES AND EXPENSES

1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

MISCELLANEOUS

1. **Consent to Electronic Delivery.** By submitting an email address on the signature page of this Agreement, the Employer hereby authorizes, and agrees to the use of electronic mail or web-based availability to deliver all documents required to be delivered by, or on behalf of, the Fund to the Employer under applicable law or regulation and pursuant to the Declaration of Trust, such delivery or notice of web-based availability to be sent to the email address listed on the signature page of this Agreement, unless Employer otherwise notifies Trust Company in writing. The Employer may elect not to receive such documents by electronic means by submitting a written request to Trust Company.
2. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
3. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
4. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
5. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

6. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Employee Retirement Income Security Act of 1974 ("ERISA"), Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
7. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.
8. **Notice.** All notices under this Participation Agreement must be sent in writing to the below address:

VantageTrust Company, LLC
c/o MissionSquare Retirement
Attn: Legal Department
777 North Capitol Street, NE
Washington, DC 20002

9. **Electronic Signatures.** The parties agree that this document may be electronically signed and that any electronic signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

VantageTrust II Multiple Collective Investment Funds Trust By:
VantageTrust Company, LLC, as Trustee,




By: Erica McFarquhar
Assistant Secretary

Plan/Retirement Trust:

City of Hallandale Beach	800544
Plan/Retirement Trust Name	Plan Number
Plan/Retirement Trust Name	Plan Number

By: City of Hallandale Beach	
Name of Employer or Fiduciary	Customer Number

By: 	12/11/2025
Authorized Officer Signature	Date
Dr. Jeremy Earle, City Manager	
Printed Name and Title	
400 S. Federal Highway	
Address Line 1	
Hallandale Beach, FL 33009	
Address Line 2	
(954) 457-1346	
Telephone Number	

Declaration of Trust of the

City of Hallandale Beach

Name of Employer

Integral Part Trust

Declaration of Trust of theCity of Hallandale Beach

(Name of Employer)

Integral Part Trust

Declaration of Trust made as of the 1st day of January, 2026, by and between
 the (Name of Employer) City of Hallandale Beach, (State) Florida
 a (Type of Entity) Local Government Entity

(hereinafter referred to as the "Employer") and (Name or Title of Trustee) City of Hallandale Beach

or its designee (hereinafter referred to as the "Trustee").

Recitals

WHEREAS, the Employer is a political subdivision of the State of (state) Florida exempt from federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post- retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this sample Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the sample

Declaration of Trust of the (Name of Employer) City of Hallandale Beach

Integral Part Trust (hereinafter referred to as the "Trust"), and agree that the following constitute the sample Declaration of Trust (hereinafter referred to as the "Declaration"):

Article I

Definitions

- 1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.
- (a) **"Account"** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
 - (b) **"Administrator"** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
 - (c) **"Beneficiary"** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must revert in accordance with the Employer's election under Section VIII of the MissionSquare RHS Adoption Agreement.
 - (d) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.
 - (e) **"Dependent"** means (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
 - (f) **"Investment Fund"** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
 - (g) **"Nonforfeitable Interest"** means the interest of the Participant or the Participant's Spouse and Dependent (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.
 - (h) **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married.
 - (i) **"Trust"** means the trust established by this Declaration.
 - (j) **"Trustee"** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

Article II

Establishment of Trust

- 2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

Article III

Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of Florida.
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

Article IV

Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This Trust may reimburse the Employer, or the Administrator for insurance premiums.

Article V

General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

Article VI

Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein)

the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:

- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
 - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
 - (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
 - (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.
- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will

be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

Article VII

Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

Article VIII

Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

Article IX

Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

Article X

Accounting

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

Article XI

Miscellaneous Provisions

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

Article XII

Amendment and Termination

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

Article XIII

Successor Trustees

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

Article XIV

Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

Article XV

Protective Clause

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.


IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER:

By: 

Title: City Manager

TRUSTEE(S):

By: 

Title: City Manager

By:

Title:

By:

Title:

City of Hallandale Beach

Name of Employer

Retiree Welfare Benefits Plan

Retiree Welfare Benefits Plan

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City of Hallandale Beach

(Name of Employer)

Retiree Welfare Benefits Plan

Article I

Preamble

THIS INSTRUMENT made and published by City of Hallandale Beach
(hereinafter called "Employer") on the 1st day of January, 2026,
creates the City of Hallandale Beach Retiree Welfare Benefits Plan ("Plan"), as follows:

1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Welfare Benefits Plan as of the
1st day of January, 2026.

1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents through the Employer's MissionSquare Retirement Health Savings (RHS) Program.

ARTICLE II

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

2.01 "Benefits" means any amounts paid to a Participant, Spouse or Dependents in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse or his Dependents.

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

2.03 "Dependent" means any individual who is a dependent of the Participant within the meaning of Code Sec. 152, as amplified by Internal Revenue Service Notice 2004-79, 2004-49 I.R.B.898 and Internal Revenue Service Notice 2010-38.

2.04 "Eligible Medical Expenses or Dental Expenses" means those expenses designated by the Employer as eligible for reimbursement in the MissionSquare Retirement Health Savings Adoption Agreement.

2.05 "Employer" means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.

2.06 "Entry Date" means the first day the Participant meets the eligibility requirements of Article III as of such Date.

2.07 "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.

2.08 "Plan Administrator" means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

2.09 "Plan Year" means the annual accounting period of the Plan, which begins on the 1st day of January, 2026, and ends on the 31st day of December, 2026, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on January 1, and ends on month/day December 31.

2.10 "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's MissionSquare Retirement Health Savings Program.

2.11 "Spouse" means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married. All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Article III

Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's MissionSquare Retirement Health Savings Adoption Agreement shall be eligible to participate in this Plan.

Article IV

Amount of Benefits

4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical Expenses incurred during the Plan Year in an annual amount not to exceed the participant's account balance under the Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's MissionSquare Retirement Health Savings Adoption Agreement.

Article V

Payment of Benefits

5.01 Eligibility for Benefits

- a) Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical Expenses incurred by the Participant on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.

- b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's MissionSquare Retirement Health Savings Plan Adoption Agreement.
- c) A Participant who becomes totally and permanently disabled (as defined by the Social Security Administration, by the Employer's primary retirement plan, or otherwise by the Employer) will become immediately eligible to receive medical benefit payments from the Plan. Pursuant to Section 9.02 of this Plan and Section XI of the Employer's MissionSquare Retirement Health Savings Adoption Agreement, the surviving Spouse and Dependents shall become immediately eligible to receive or to continue receiving medical benefit payments from the Plan upon the death of the Participant.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant, his Spouse or Dependent has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant, his Spouse or Dependent the benefits provided under this Plan as soon as is administratively feasible.

Article VI

Plan Administration

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and
- c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.
- d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan

Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payment for Benefits

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

6.08 Annual Statements

The Plan Administrator shall furnish each Participant with an annual statement of his medical expense reimbursement account within ninety (90) days after the close of each Plan Year.

Article VII

Claims Procedure

7.01 Procedure if Benefits are Denied Under the Plan

Any Participant, Spouse, Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator

shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Participant, Spouse or Dependent to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- a) The specific reason or reasons for the denial;
- b) Specific reference to pertinent Plan provisions, including references to the MissionSquare Retirement Health Savings Adoption Agreement, on which the denial is based;
- c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary; and
- d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

Article VIII

Amendment or Termination of Plan

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

Article IX

General Provisions

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Payments After Death of Participant

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in Section XI of the Employer's MissionSquare Retirement Health Savings Plan Adoption Agreement.

9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

9.04 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, the Plan Administrator may cause all payments thereafter becoming due to such person to be made to any other person for the benefit of the Participant, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.05 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.06 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.07 Source of Payments

The Employer shall be the sole source of benefits under the Plan. No Employee, Spouse or Dependents shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Spouse or Dependents.

9.08 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant, his Spouse or Dependents hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.09 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number

Masculine or feminine pronouns include all genders, and the singular shall include the plural, unless indicated otherwise by the context.

9.11 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.12 Applicable Laws


The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Florida.

9.13 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER

By:  Title: City Manager
Signature of Authorized Official

ATTEST (if applicable)

By: N/A Title: N/A
Signature of Attestor



MissionSquare Retirement

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Rev. 1/24



Retirement Health Savings Program

RETAIN/INSTRUCTIONS BOOK (1 of 2)



MissionSquare Retirement Health Savings Plan

This is one of two books containing information to establish your MissionSquare Retirement Health Savings (RHS) Plan. This Retain Book contains useful information to help employers establish a MissionSquare RHS Program. Section I includes information regarding key RHS features and instructions to adopt the Program. Section II includes documents that are not required to be returned to MissionSquare. The Return Book includes documents that are required to be returned to MissionSquare.

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Please retain a copy of all MissionSquare RHS Adoption Documents for your records, including the documents that are being returned to MissionSquare.

Please Note

The information in this book only takes into account the federal tax rules related to the MissionSquare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *MissionSquare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized by the RHS Program fall within state and local requirements.

Section I

Information and Instructions for Establishing Your MissionSquare Retirement Health Savings Program

Establishing Your MissionSquare Retirement Health Savings Program

Congratulations on your decision to establish a MissionSquare Retirement Health Savings Program ("RHS Program," "RHS," or "the Program") for your employees. RHS allows governmental employers and employees to accumulate assets to pay for health insurance and out-of-pocket medical expenses in retirement. RHS has a number of advantages including tax-free contributions, tax-free investment earnings, and tax-free disbursements for eligible medical expenses for participants, their spouses and dependents. The RHS Program complies with the IRS guidance for Health Reimbursement Arrangements.

The steps needed to establish your RHS Program are outlined below.

1. Review the materials in this book to become familiar with the options available through the Program.
 - Section I contains information and instructions on establishing your MissionSquare RHS Program.
 - Section II contains documents that you retain for your files, including a copy of the Private Letter Ruling obtained by MissionSquare in conjunction with the original adopting RHS employer.

You may also want to review the MissionSquare RHS Program Questions and Answers for Employers available from your Retirement Plans Specialist or by calling Plan Services at (800) 326-7272.

2. Decide on your RHS design features, such as employee group coverage, contribution sources, funding levels, benefit eligibility timing, and type of eligible medical expenses. You may need to meet with covered employee groups, including collectively bargained groups, as appropriate.

3. Prepare the required documents.
 - Sample Declaration of Integral Part Trust
 - Sample Retiree Welfare Benefits Plan (if one does not already exist)
 - MissionSquare RHS Adoption Agreement
 - VantageTrust II Participation Agreement
 - Administrative Services Agreement
 - Governing Body Resolution or Affirmative Statement of Adoption

Please Note

If you would like MissionSquare to review your adoption materials prior to formal execution, please contact your Retirement Plans Specialist. This review may make your adoption more efficient, as any outstanding questions can be discussed prior to formal adoption.

Additional information on each required document is included later in this book.

4. Return the following executed documents to MissionSquare.
 - MissionSquare RHS Adoption Agreement
 - Administrative Services Agreement
 - VantageTrust II Participation Agreement
 - Governing Body Resolution or Affirmative Statement of Adoption
 - Sample Declaration of the Integral Part Trust
 - Sample Retiree Welfare Benefits Plan (if one does not already exist)
5. MissionSquare will set up your RHS Program in our recordkeeping system and send you a New Plan Confirmation letter. At that point, you may hold employee education/enrollment meetings and help your employees begin saving for their retirement health costs.

Please Note

At any point in the RHS Program adoption process, you should feel free to contact your Retirement Plans Specialist regarding design issues. You may be referred to a member of the MissionSquare RHS Product Team for questions of a technical nature.

For questions on the adoption process itself, contact MissionSquare's Plan Services at (800) 326-7272 for assistance.

Description of MissionSquare RHS Program Documents

The following three documents collectively comprise your MissionSquare Retirement Health Savings Program.

Sample Declaration of Integral Part Trust

The Sample Declaration of Integral Part Trust is included in the Return Book.

If you do not already have an applicable post-employment benefit trust, the Sample Declaration of Integral Part Trust establishes the legal entity that will hold the assets you set aside to pay for your employees' retiree health benefits, and lays out the duties of the employer and Trustee with respect to the Trust.

If you do not wish to use the sample Declaration of Integral Part Trust provided by MissionSquare, you may draft an individually designed document in conjunction with your human resources or benefits counsel. However, if you do not use the sample trust document, or if you make changes to the sample document, your individually designed document must be reviewed and accepted by MissionSquare prior to adoption of your RHS Program. This will ensure that your document meets the requirements for integral part trusts, and that MissionSquare can administer all provisions of your RHS Program.

The sample trust document has been worded broadly to encompass any employer's RHS program. In most situations, as with your 457 and 401 retirement programs, the employer will act as Trustee. Some employers name the jurisdiction (e.g., City or County) as Trustee. Others name a particular position (e.g., Finance Director, Human Resources Manager) or a group (e.g., Deferred Compensation Committee, Retiree Health Committee) within the jurisdiction. When the employer is named as Trustee, the terms Administrator and Trustee in the Trust Declaration will refer to the employer. Each reference to the employer, Administrator, or Trustee refers to the employer acting in the appropriate capacity.

In some cases, the employer names a third party as Trustee (e.g., a bank). In this case, the term Administrator refers to the employer while Trustee refers to that third-party Trustee. Employers interested in using the services of a third-party trustee may contact your Retirement Plans Specialist or MissionSquare's Plan Services for information.

Please Note

In no case can MissionSquare act as Trustee for your Trust.

The sample Declaration of Integral Part Trust is not an agreement between you and MissionSquare. The Declaration gives the employer (acting as Administrator) the ability to designate another entity (i.e., MissionSquare) to perform administrative services for the RHS Program. The Administrative Services Agreement (see below) constitutes the contract between you and MissionSquare for these services.

Return the completed sample trust document or your individually designed document to MissionSquare.

Sample Retiree Welfare Benefits Plan

A sample Retiree Welfare Benefits Plan is included in the Return Book.

The sample Retiree Welfare Benefits Plan document identifies the underlying benefits available to the retiree such as medical, dental, and long-term care coverage. You may wish to discuss with counsel whether existing personnel policies or memoranda of understanding may qualify as a welfare benefits plan document suitable for use in conjunction with your RHS Program.

If you do not already have a written retiree welfare benefits plan in place, you may use the sample Retiree Welfare Benefits Plan Document provided by MissionSquare. If you wish, you may also draft a welfare benefits plan in conjunction with your human resources or benefits counsel. It can be a simple document, but it should be in writing in order for your employees to enjoy tax-free treatment of the benefits they receive. Your individually designed document must be reviewed and accepted by MissionSquare prior to adoption of your RHS Program.

Return the completed sample Retiree Welfare Benefits Plan Document or your existing/individually designed document to MissionSquare.

MissionSquare RHS Adoption Agreement

The *MissionSquare RHS Adoption Agreement* is included in the Return Book.

The Adoption Agreement specifies the details of how your welfare benefits plan will work. For example, the Adoption Agreement details participant eligibility requirements, sources of contributions, any restrictions on contributions, vesting provisions (if any), the types of benefits that will be funded by the Integral Part Trust, and procedures to be followed in case of the death of the participant.

Specific instructions for completion of the Adoption Agreement are provided.

Other RHS Adoption Materials

Administrative Services Agreement

The Administrative Services Agreement is provided separately.

The Administrative Services Agreement is the contract between you and MissionSquare for administration of the RHS Program. A signed copy must be returned to MissionSquare. Your RHS Program cannot be implemented without an executed Administrative Services Agreement.

Governing Body Resolution or Affirmative Statement of Adoption

A suggested resolution and suggested affirmative statement of adoption are included in the Return Book.

Your governing body may require the execution of a formal Resolution to adopt the RHS Program. Other jurisdictions may simply require an Affirmative Statement of Adoption. You may wish to speak with counsel to determine which action is required in your jurisdiction. MissionSquare cannot make this determination for you.

Private Letter Ruling on Integral Part Trust

MissionSquare obtained a Private Letter Ruling (PLR) from the IRS approving the tax-exempt status of the integral part trust. This PLR was obtained in conjunction with the first adopting RHS employer in late 1999.

The PLR included in this book is for your information. You may want to keep it with your other RHS materials.

Your use of MissionSquare's Sample Declaration of the Integral Part Trust will provide you with comfort that the trust for your RHS Program is also within IRS requirements for integral part trusts.

Please Note

The information in this book only takes into account the federal tax rules related to the MissionSquare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *MissionSquare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized in the RHS Program fall within state and local requirements.

Instructions for Adoption Documents to Return to MissionSquare

Suggested Resolution and Suggested Affirmative Statement of Adoption

- Determine whether your jurisdiction requires a resolution to adopt the RHS Program, or if a less formal affirmative statement may be used.
- Review the appropriate sample document to ensure that it meets your local requirements.
- Complete and execute the document.
- Your RHS Plan number can be found on the Administrative Services Agreement.
- Return a copy of the executed document to MissionSquare with your other RHS adoption materials.

Please Note

If you do not use the suggested resolution or affirmative statement of adoption, your individually designed adoption execution must include the following statements:

- That you are adopting the MissionSquare Retirement Health Savings Program.
- That the assets of your welfare benefits plan shall be held in trust, with the employer (or other named third-party trustee) acting as trustee, for the exclusive benefit of Plan participants and their survivors, and that the assets shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan.
- That you have executed a Declaration of Trust in the form of either the Sample Declaration of the Integral Part Trust provided by MissionSquare or a trust provided by you.*
- The title of the trustee for your Trust.

* If you develop your own trust document, a copy must be provided to MissionSquare for review prior to adoption of your RHS Program.

Administrative Services Agreement

You received a MissionSquare RHS Administrative Services Agreement separately.

- Review the Administrative Services Agreement, consulting with counsel if desired.
- Return and retain a copy for your RHS files.

Upon receipt of all of your RHS adoption materials, MissionSquare will review the documents for completeness and compliance with RHS Program requirements. Once the review is complete, and any outstanding questions are answered, MissionSquare will send you a written confirmation letter and a customizable summary that may be provided to your employees during enrollment.

Sample Declaration of Integral Part Trust

- Review the sample Declaration of Integral Part Trust document. You may wish to review this document with counsel.
- Complete the title page of the sample Declaration of Integral Part Trust document with the name of the employer adopting the RHS Program.
- Complete the blanks.
- Execute the Trust. The employer and Trustee should sign. If the employer has been named Trustee, the employer should sign in both places as indicated.
- Return the executed sample Declaration of Integral Part Trust Document with your other RHS materials.

Please Note

If you make revisions to the sample Declaration of Integral Part Trust Document and sample Retiree Welfare Benefits Plan, you must provide a copy to MissionSquare for review prior to adoption of your RHS Program. This review will be expedited if you provide an edited version of the document, indicating provisions that have been revised.

Sample Retiree Welfare Benefits Plan

- Determine if you already have a welfare benefits plan in place that outlines the benefits available to your employees/retirees covered by the RHS Program. You may wish to review this with counsel to determine if existing personnel policies or memoranda of understanding may be used.
- If you do not have a welfare benefits plan in place, review the sample Retiree Welfare Benefits Plan. You may wish to review this document with counsel.
- Give the sample Plan a name, such as City of XYZ Retiree Welfare Benefits Plan, and put this name in the RHS Adoption Agreement, Article IV.
- Complete the blanks in the Preamble and Section 1.01.
- Complete the blanks in Section 2.09, "Plan Year." For purposes of RHS, most employers use a calendar year to coincide with the individual participant's tax year.
- Complete the blank in Section 9.12 with the name of the state you are located in.
- Execute the document by signing it as indicated.
- Return the executed sample Retiree Welfare Benefits Plan Document or your existing document with your other RHS materials.

VantageTrust II Participation Agreement

The VantageTrust II (VT II) Participation Agreement is included in the Return Book. Review and execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.

Instructions for Completing the MissionSquare Retirement Health Savings Adoption Agreement

The MissionSquare Retirement Health Savings (RHS) Adoption Agreement in the Return Book specifies the details of how your RHS Program will operate.

For example, the adoption agreement details employee eligibility requirements, sources of contributions, the level of contributions, vesting provisions (if any), the types of benefits that will be funded by the Trust, and procedures to be followed in case of the death of the employee. The following instructions outline how the adoption agreement should be completed. Any questions regarding the adoption agreement can be directed to your MissionSquare Retirement Plans Specialist. You may also wish to consult with your benefits counsel.

RHS Plan Number

Please insert your RHS Plan number. The Plan number can be found on the front of your RHS Administrative Services Agreement included with your RHS adoption materials.

New Plan or Amendment to Existing Plan

Check the appropriate box to specify whether you are establishing a new RHS Plan or amending an existing Plan.

Please Note

If you are amending an existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amended document to us, please summarize the changes in your cover letter.

I. Employer Name and State

Enter the official name of the employer sponsoring the RHS Plan (e.g., City of City name) and your State.

II. Plan Dates

A. Effective Date: Enter the date your welfare benefits plan will become effective. The effective date determines the employees who may participate – employees who separate from service prior to the effective date may not participate.

B. Plan Year: Enter the annual accounting period for the RHS Program.

III. Retiree Welfare Benefits Plan

Enter the name(s) of the welfare benefit plan(s) that will be funded through the Trust (e.g., City of City name Retiree Welfare Benefits Plan). If you do not already have a welfare benefits plan in place, a sample plan is provided in Section II of the book.

IV. Eligible Groups, Participation, and Participant Eligibility Requirements

- A. Eligible Groups:** This section is used to designate the employee group(s) covered under your welfare benefits plan. The coverage group specified in your adoption agreement should correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents in effect in your state or locality.

Note: If you select different contribution arrangements for different eligibility groups, you are responsible for ensuring your RHS Program conforms with the welfare plan nondiscrimination rules.

One Plan vs Multiple Plans: If you intend to provide different program features that must be administered differently by MissionSquare for different groups of employees, you must establish distinct RHS Plans and complete a separate adoption agreement for each group. Features that require separate plans are as follows:

- Vesting Schedule (Section VII.A.)
- Forfeiture Allocation Provision (Section VIII.)
- Permissible Medical Benefit Payments (Section X.)

Please Note

You may want to establish separate RHS Plans even if separate plans are not required. For example, if you establish different benefit eligibility criteria in Section IX of the Adoption Agreement for different employee groups, you may want to establish separate plans for these groups in order to make plan administration simpler.

If the only difference in your plan is in the contribution structure (e.g., types of contributions or contribution limitations), you may include all employee groups in one plan or establish separate plans. Some employers prefer to keep employee groups separate for payroll processing or collective bargaining reasons.

Welfare Plan Nondiscrimination Rules: Please note that if the RHS Program covers non-collectively bargained employees, AND it provides for reimbursement of any medical expenses other than insurance premiums, the welfare plan nondiscrimination rules will apply. More information regarding these rules is available in the *MissionSquare RHS Questions and Answers for Employers*, the *MissionSquare Retiree Health Program Employer Manual*, and the *MissionSquare RHS Program Nondiscrimination Requirements* included in this package.

- B. Participation:** In accordance with IRS rules, the RHS Program requires participation of all employees in the covered group (Mandatory Participation). Employees may not opt out of participation as long as they are in the covered group(s) (current employees and future hires).

RHS employers may allow participants the option to permanently opt out and waive future reimbursements from their RHS account, as allowed under IRS Notice 2013-54. If you wish to adopt this feature, please contact your Retirement Plans Specialist.

- C. Employee Eligibility:** If desired, you may specify a minimum period of service (e.g., 6 months) and/or minimum age (e.g., age 21) requirement. Employees who have not met these requirements may not join the plan under the Mandatory Participation.

V. Contribution Sources and Amounts

This section defines the amount and types of contributions to your RHS Program.

A. Definition of Earnings

The definition of Earnings specified in this section will be used for purposes of all contribution types included in your RHS Plan:

- Direct employer contributions made as a percentage of earnings
- Mandatory contributions of employee compensation

B. Direct Employer Contributions and Mandatory Employee Contributions

You may choose to include the following contribution types in your RHS Plan:

- Direct employer contributions
- Mandatory contributions of employee accumulated unused leave
- Mandatory contributions of employee compensation
- A combination of the above

Employees participating in the RHS Plan will receive these contributions.

1. Direct Employer Contributions

Direct employer contributions can be made as a:

- Percentage of earnings (Note: If you select contributions to be made based on a percentage of earnings, you should consult your benefits counsel to ensure your Plan conforms with the nondiscrimination rules.)
- Specific dollar amount each Plan year per participant
- Discretionary amount to be determined each year

Direct employer contributions may be contributed in a lump sum, each pay period, or under any schedule determined by the employer.

No FICA (Social Security and Medicare taxes) or federal income taxes are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income taxes are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

2. Mandatory Employee Compensation Contributions

Mandatory contributions of employee compensation can be used as a way to share responsibility for funding your retirement health plan with your employees.

You can establish a compensation contribution formula that best fits the needs of you and your covered employees. For example, mandatory compensation contributions may take the form of either a reduction in salary (e.g., 1% of compensation is contributed to the Plan) or a decrease in the annual pay plan or merit increase (e.g., 1% of a 3% pay plan adjustment is contributed to the Plan). Mandatory contributions of employee compensation are established by the employer - **employees may not choose whether or not to make these contributions and they may not revise the contribution amount.**

No FICA (Social Security and Medicare taxes) or federal income taxes are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income taxes are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

3. Mandatory Employee Leave Contributions

Mandatory contributions of employee leave can be used as a way to share responsibility for funding your RHS Plan with your employees.

You can establish an unused leave contribution formula that best fits the needs of you and your covered employees. For example, you might require all accumulated leave in excess of a certain number of hours to be contributed to the RHS Plan on an annual basis.

Mandatory contributions of employee accrued leave are established by the employer – **employees may not choose whether or not to make these contributions and they may not revise the contribution amount.**

No FICA (Social Security and Medicare taxes) or federal income taxes are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income taxes are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

Please Note

Direct employer contributions made as a percentage of earnings, mandatory contributions of employee compensation that are made as a percentage of earnings or a discretionary amount that varies from employee to employee, as well as mandatory contributions of accumulated leave may be subject to the nondiscrimination rules. See the discussion in the *RHS Program Nondiscrimination Requirements* included in this package, or contact your benefits counsel. RHS reimbursements that are considered to be “discriminatory” under these rules are reportable as taxable income to the retiree. See the *MissionSquare Retiree Health Program Employer Manual* for information on tax reporting of these payments.

C. Limits on Contributions

This section is used to establish an overall limitation on total contributions to each individual participant’s RHS account, if you wish to do so. While this is not a requirement of the Program, you may do so to ensure that the RHS Program does not provide benefits in excess of reasonable benefits normally provided by such a welfare benefits plan. You may wish to speak with your benefits counsel.

You may limit total contributions to a specific percentage of earnings (as defined in this section) or a specific dollar amount. If you choose to place an overall limit on contributions, at the end of each plan year, you will test total contributions from all sources (direct employer and mandatory employee) against your limit for each participant account. Contributions in excess of the limitation should be returned to the participant as compensation or leave as the case may be, and the participant’s Form W-2 should be adjusted accordingly for the year the compensation is returned.

Limits on each individual type of contribution (e.g., mandatory employee) are established within sections VI.A. and B.

Recordkeeping of Contribution Types

Note that the IRS considers direct employer contributions, mandatory accrued leave, and mandatory compensation contributions to be employer contributions. In other words, ***all contributions are considered to be employer contributions***. However, MissionSquare will recordkeep the direct employer contributions as a distinct source for participant reporting and vesting purposes. All other types of employee contributions – mandatory accrued leave and mandatory employee compensation – will be combined and shown as employee pre-tax contributions on participant statements.

The *MissionSquare Retiree Health Program Employer Manual* includes directions on how to report your contribution detail properly via the employer website.

VI. Vesting for Direct Employer Contributions

A. Vesting Schedule

You may place a vesting schedule on direct employer contributions (Section VI.B.1). Examples of vesting schedules include:

- 100% immediate vesting
- Cliff vesting (e.g., 100% vesting after 5 years of service)
- Graduated vesting (e.g., 10% vesting for each year of service with 100% vesting after 10 years)
- Vesting at retirement or some other specified event

The RHS Plan default is 100% vesting for direct employer contributions.

MissionSquare will calculate vesting for each participant account if you choose a vesting schedule based on years of service. If you choose vesting at retirement or some other specified event, you will notify MissionSquare via the employer website when 100% vesting occurs.

Plans with vesting schedules beyond 10 years are not supported, and it is the employer's responsibility to maintain and provide the vested percentage of eligible employees upon benefit eligibility.

Mandatory employee contributions are always 100% vested.

B. Vesting Upon Certain Events

A participant's direct employer contributions will automatically become 100% vested upon the participant's

- Death
- Disability (as defined in Section IX.C)
- Retirement (as defined in Section VII.B.), and
- Attainment of benefit eligibility (as determined in Section IX)

You must define "retirement" for vesting purposes in this section.

Please Note

If you establish benefit eligibility as separation from service, participants will become 100% vested in their direct employer contributions immediately upon separation regardless of their years of service. If you do not wish for full vesting to occur at separation, you should establish benefit eligibility as an event other than separation from service (e.g., separation and a specific age, or one month after separation from service).

C. Rehired Employees

If an employee participating in RHS separates from service and is then rehired into a group covered by RHS, the service completed **prior to** the employee's first separation will not count for vesting purposes. The account balance, including any direct employer contributions that were contributed prior to the first separation, will be subject to vesting as if the employee had no accumulated service.

If an employee became eligible to receive reimbursements from the RHS Program upon separation from services and is subsequently rehired as an employee, the participant must suspend his or her access to benefits under the RHS Program until he or she is again separated from service. Rehired employees generally are unable to request disbursements.

VII. Forfeiture Provisions

All RHS Plans must contain a forfeiture provision, even if there is no vesting schedule on direct employer contributions.

The forfeiture provision you specify in this section may be used in three situations:

- Your RHS Plan includes direct employer contributions subject to vesting: When a participant separates from service prior to attaining full vesting, the nonvested assets will be forfeited and used as you direct in this Section.
- Upon the death of a participant: If there are no surviving spouse or dependents, remaining assets will revert to your Trust to be utilized as you direct in this Section. Note that as long as there is a surviving spouse or dependent, no forfeiture will occur.
- Permanent Opt Out and Waiver: If a participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, the participant's account at the time of the waiver will be forfeited as you direct in this Section.

There are three forfeiture allocation methods:

- Forfeited amounts will be used to offset your direct employer contributions for the next and succeeding contribution cycles until the forfeitures are depleted.
- Forfeited amounts will be reallocated on an equal dollar basis among remaining plan participants.
- Forfeited amounts will be reallocated among remaining plan participants based on account balances.

Regardless of which forfeiture allocation method you choose, you must inform MissionSquare at the time you wish to use the forfeited funds as outlined in the *MissionSquare Retiree Health Program Employer Manual*.

VIII. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program

A. General Benefit Eligibility

This section defines your primary benefit eligibility provision(s). You may designate eligibility at:

- Retirement (as defined in this Section or in Section VII.B).
- Separation from service, with restrictions defined by the employer, if desired (e.g., separation from service and attainment of age 55). If no restrictions are desired, write "N/A" or "None" in the blank.
- Attainment of a certain age. (Note: Employers selecting benefit eligibility to begin upon an event other than separation from service or retirement may violate the Affordable Care Act's ("ACA") Prohibition on Annual and Lifetime Limits, unless the RHS Program is "integrated" with another health plan that satisfies the ACA's requirements.)
- A combination of retirement/separation from service and a certain age.

B. Termination Prior to General Benefit Eligibility

Use this section to specify benefit eligibility criteria for employees who separate from service prior to attaining the general benefit eligibility you have selected in Section A. For example, if your general benefit eligibility criterion requires employees to "retire" before they become eligible for benefits, you may have some employees who separate from service prior to "retirement"; in this situation, you need to designate a specific time for those early-separating employees to become eligible for benefits. You might specify immediate eligibility or a certain age (e.g., age 65 or the retirement age provided under your general pension program). If you do not specify benefit eligibility criteria in Section B., employees who leave employment prior to attainment of your general benefit eligibility may never attain benefit eligibility, and their account will not be available for use until the employee's death.

C. Benefit Eligibility at Disability

Your RHS-participating employees will automatically become eligible for medical benefit payments if they are disabled according to the definition chosen in this section. In all cases, you must notify MissionSquare via employer website when a participant is disabled under the definition you provide in this Section.

D. Benefit Eligibility at Death

Upon the death of the participating employee, the surviving spouse and dependents will automatically become eligible for tax-free medical expense reimbursement. If there are no surviving spouse or dependents, the account balance will revert to the employer's RHS Trust to be reallocated as forfeitures in accordance with Section VIII of the MissionSquare RHS Adoption Agreement. See Section XI.

IX. Permissible Medical Benefit Payments

This section is used to designate the medical expenses that will qualify for reimbursement under your RHS Plan. You may offer reimbursement for all qualifying medical expenses as defined in

Internal Revenue Code Section 213 (i.e., medical costs that would otherwise be deductible to the employee on his or her individual income tax return) other than (i) direct long-term care expenses, and (ii) expenses paid after December 31, 2010, for medicines or drugs which are not prescribed drugs (other than insulin).

Alternatively, you may allow reimbursement of only specific types of medical expenses. For example, reimbursements may be made available only for health insurance premiums, COBRA premiums, Medicare supplemental insurance premiums, dental insurance premiums, out-of-pocket medical costs, qualified long-term care insurance, etc. You may allow reimbursement for only one benefit, or for any combination of qualifying medical costs. Information about what constitutes a qualifying medical expense can be found in IRS Publication 502, Medical and Dental Expenses available on the IRS website.

Note: Under current IRS rules, direct long-term care expenses may not be reimbursed through your RHS Program. However, qualifying long-term care insurance premiums are an allowable expense.

Please Note

If you include any non-insurance expenses as permissible medical benefit payments, you may need to perform welfare plan nondiscrimination testing. See the discussion in the *MissionSquare RHS Program Nondiscrimination Requirements* included in this package, or contact your benefits counsel.

X. Benefits After the Death of the Participant

This section defines the treatment of the participant's account balance at death.

A. Surviving Spouse and/or Surviving Dependents

Upon the death of the participant, the surviving spouse and/or surviving eligible dependents are immediately eligible to maintain the account and utilize it only for the purpose of reimbursing eligible medical benefits.

When a participant dies, MissionSquare must be notified by the filing of the *MissionSquare RHS Decedent Information Form*. MissionSquare will maintain the Participant's account for the benefit of the spouse and dependents. Once notified of the availability of the account, the spouse or dependents may move the money into other investments.*

If the deceased participant's account balance is not fully depleted upon the death of the surviving spouse, remaining dependents may continue to use the account. Upon the death of all eligible dependents, the account balance will revert in accordance with the Employer's election under Section VIII of the MissionSquare RHS Adoption Agreement.

* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.missionsq.org or upon request by calling (800) 326-7272.

B. No Surviving Spouse or Dependents

If there are no surviving spouse or dependents, the account balance will revert to the employer's RHS Trust to be reallocated as forfeitures under Section VIII.

When a participant dies, MissionSquare must be notified by the filing of the *MissionSquare RHS Decedent Information Form*.

XI. Other Provisions

This section defines other provisions of the RHS Program, including:

- RHS Program administration must be accomplished via MissionSquare's employer website.
- RHS Program fee payment.
- Definition of dependent.
- Employer responsibilities for tax reporting and remittance for payments deemed taxable under the nondiscrimination rules.

XII. Employer Acknowledgements

- A.** This section acknowledges that the employer understands the significance of completing the Adoption Agreement properly to safeguard the tax-free status of the contributions and distributions from the Program.
- B.** If you have policies or procedures (such as Memoranda of Understanding or Personnel Policies) referenced in this document that you wish to be a part of the RHS Program, you should check the box in this section, indicating that you are attaching these documents as part of your Employer Signature Plan.

After you have completed the Adoption Agreement, it should be signed and returned to MissionSquare with the other documents outlined in MissionSquare RHS Adoption Materials on page I:4.

Please Note

The information in this book only takes into account the federal tax rules related to the MissionSquare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *MissionSquare Retirement Health Savings Adoption Agreement* comply with state and local requirements. Employer is responsible for determining that the investments selected for the welfare benefits plan utilized by RHS fall within state and local requirements.

SECTION II:

Adoption Documents to Retain in Your Files

Private Letter Ruling on Integral Part Trust

Internal Revenue Service**Department of the Treasury**

Index Number: 115.02-00

Washington, DC 20224

Contact Person:

▷

Telephone Number:

In Reference to:

CC:DOM:FI&P:2 PLR-116685-99

Date:

December 28, 1999

City =

Trust =

State =

Dear :

This is in response to a letter dated October 12, 1999, and prior correspondence, requesting a private letter ruling that Trust is an integral part of City.

FACTS

City is a political subdivision of State. City currently maintains one or more post-retirement welfare benefit plans (collectively, the "Plan") that provide its eligible employees ("Participants") and their beneficiaries ("Beneficiaries") with life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans.

City intends to establish Trust to hold assets and income of the Plan for the exclusive benefit of Participants and their Beneficiaries.

Trust's Declaration defines "Beneficiaries" to include a Participant's spouse, any child of the Participant or the Participant's spouse who is a minor or a student within the meaning of section 151(c)(4) of the Internal Revenue Code, any other minor child residing with the Participant, and any other individual who is a person described in section 152(a) of the Code. Death benefits may be provided to any Beneficiary designated by a Participant under the terms of a death benefit program or an insurance contract forming part of the Plan. Trust

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may provide benefits by cash payment, and may reimburse a Participant, City, or Trust's Administrator for insurance premiums or other payments expended for permissible benefits under the Plan.

Under Trust's Declaration, City will be the Administrator of Trust. City may appoint one or more investment managers to manage and control all or part of the assets of Trust. Under Trust's Declaration, the Trustee will hold assets only as titleholder. Persons having custody or possession of assets may include City, the Administrator of Trust, the investment manager, and their agents and subagents, but not the Trustee. The Trustee will have no discretion or authority with regard to the investments of Trust and will act solely as a directed Trustee with respect to the assets to which it holds title.

The Trustee will not be responsible or liable for any loss or expense that may arise or result from complying with any direction from the City, the Administrator, the investment manager, or such agents to take title to any assets, or from the Trustee's refusal or failure to comply with any direction to hold title, unless it involves or results from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction if it deems such direction illegal.

City indemnifies and holds the Trustee harmless from any actions, claims, demands, liabilities, losses, damages or reasonable expenses of any kind in connection with or arising out of (i) any action taken or omitted in good faith in accordance with its directions, (ii) any disbursements made in accordance with directions, or (iii) any action taken by or omitted by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction regarding any investment in the absence of directions from the investment manager. City, however, has no responsibility to the Trustee under the indemnification if the Trustee fails negligently, intentionally, or recklessly to perform its duties.

City will contribute to Trust such amounts as specified in the Plan or by resolution. No other person or persons will be permitted to make any contributions.

The Plan must provide a formula for determining the value of a Participant's accrued vacation leave, sick leave, or both, in excess of a threshold number of hours of such leave. City may contribute amounts so determined to Trust. The Plan will contain a forfeiture provision that will prevent Participants and their Beneficiaries from receiving cash in lieu of a contribution to Trust in their behalf. Contributions, investment income, realized and unrealized gains and losses, and forfeitures will be deposited into an account in Trust in the name of the Participant

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for the exclusive benefit of the Participant and his or her Beneficiaries. A Participant may direct the investment of amounts in her or his account among investments selected by City. No amount in any account will be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of City, the Trustee, Participant or Beneficiary.

City or the Administrator, investment manager, or other agent designated by City will receive contributions and will hold, invest, and administer contributions without distinction between principal and income. The Trustee will not be responsible for the calculation or collection of contributions, but will hold title to property received as directed by City or its designee. The Trustee will not be required to keep accounts of the investments, receipts, disbursements, and other transaction of Trust except as necessary to perform its title-holding function. City or its designee will maintain all books and records.

City reserves the right to alter, amend, or terminate Trust at any time for any reason without the consent of any person. No amendment affecting the Trustee is effective without the Trustee's consent, and no termination can result in any part of Trust's assets being used for or diverted to purposes other than the exclusive benefit of Participants and Beneficiaries.

If City adopts other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates Trust as part of such plan, City or its agent will hold contributions to such plan in Trust. The contributions may be commingled for investment purposes, but the books and record of Trust must show the portion of Trust allocable to each plan.

Upon the satisfaction of all liabilities under the Plan to provide benefits, any amounts remaining in any account must be returned to City.

LAW & ANALYSIS

Income of an integral part of a state or political subdivision of a state is not taxable absent specific statutory authorization. See Rev. Rul. 87-2, 1987-1 C.B. 18; section 511(a)(2)(B) of the Code, GCM 14407, C.B. XIV-1, 103 (1935), superseded by Rev. Rul. 71-131, 1971-1 C.B. 28. Whether an enterprise is an integral part depends on facts and circumstances such as the state's degree of control over the enterprise and its financial commitment to the enterprise. If an enterprise is an integral part of a state or political subdivision of a state, it will not be treated as a separate entity for federal tax purposes, though it may have been formed as a separate entity

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under state law. Section 301.7701-1(a)(3) of the Procedural and Administrative Regulations.

City has made a substantial financial commitment to Trust by providing all of its funding. City retains complete control over Trust because it may amend or terminate Trust at any time. City retains control over the daily operation of Trust by its power to appoint or remove agents who manage daily operation. The Trustee is merely a title holder with no power to manage Trust.

CONCLUSION

Provided that City is the only person that makes contributions to Trust, and Trust accepts or holds only amounts of money contributed by City, Trust will be an integral part of City, and any income earned on amounts in Trust will not be subject to federal income tax.

This ruling is directed only to the taxpayer that requested it. Section 6110(k)(3) of the Code provides that it may not be used or cited as precedent.

Except as specifically provided otherwise, no opinion is expressed on the federal income tax consequences of the transaction described above.

In accordance with the terms of a power of attorney on file in this office, a copy of this letter is being sent to your authorized representative.

Sincerely,

Assistant Chief Counsel
(Financial Institutions & Products)

By: William Coppersmith_____
William E. Coppersmith
Chief, Branch 2

Important Information on Welfare Plan Nondiscrimination Rules



Retiree Health Program Nondiscrimination Requirements

Important Information on Welfare Plan Nondiscrimination Rules

An employer's Retiree Health Program (i.e., MissionSquare Retirement Health Savings (RHS) Plan/401(h) Retiree Health Account) will generally be covered by nondiscrimination requirements that are already applicable to the employer's other health and welfare plans (under Internal Revenue Code Section 105(h)).

However, please note that nondiscrimination requirements will not adversely impact your Retiree Health Program (Program) in the following scenarios:

- A. If the Program is limited to one or more collective bargaining groups that bargained regarding health benefits and the Program provides for fixed dollar contributions for all employees.
- B. If the Program limits reimbursements to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums, COBRA insurance premiums, long-term care insurance premiums).

Premium-Only Programs are currently excluded from nondiscrimination testing. However, under the Affordable Care Act, Premium-Only Programs will likely be subject to nondiscrimination testing upon future IRS guidance.

If the Program does not fall into one of the two scenarios above, health and welfare nondiscrimination requirements may adversely impact your Plan.

Generally speaking, if your program does not fall under one of the two scenarios above, the following requirements apply:

1. An IRS-approved proportion of your employees must be covered. For instance, coverage must be extended to at least 70 percent of employees (excluding part-time and seasonal employees, employees under age 25, employees with less than three years of service, and collectively bargained employees). Once the employer identifies the applicable coverage group, up to 30 percent of that group can be excluded.¹
2. Benefits must be provided on a substantially equal basis to all covered employees. What this means, in practical terms, is that contributions must be substantially equal for each participant, and thus cannot be determined as a percentage of compensation or based on age or years of service. A fixed dollar contribution would comply.

Please note that "failure" to meet the nondiscrimination requirements does not result in "disqualification" of the Program. The ramifications of not meeting the requirements are that "excess benefits" paid to "highly compensated individuals" who participate in the RHS plan are taxable as W-2 income to the participant.

An excess benefit is generally equal to the amount of the benefit made available to the highly compensated individuals but not made available to other employees. Highly compensated individuals will generally consist of the highest paid 25 percent of all employees.

What does all this mean?

Employers need to consider nondiscrimination requirements when developing their Program. The employer may want to consider talking to benefits counsel to determine if these rules will impact its participants.

Should an employer establish a program that does not fall under scenario A or B above and does not meet the nondiscrimination requirements, the out-of-pocket expenses paid to highly compensated employees may be taxable.

You are encouraged to discuss the results with a tax or benefits advisor because the IRS rules are complex.

¹There may be additional ways that your program would satisfy the nondiscrimination requirements of IRC § 105(h).

RHS VantageTrust II Adoption Materials

RHS VantageTrust II Adoption Materials

The MissionSquare Retirement Health Savings ("RHS") Program makes available for investment the VantageTrust II Funds ("VT II Funds"), a Collective Investment Trust ("CIT"). A CIT is designed to facilitate investment management by combining assets from eligible investors into a single investment portfolio (or fund) with a specific investment strategy.

To access the VT II Funds, you must adopt VT II by executing the VantageTrust II Participation Agreement and returning it along with the completed documents from the RHS Program Adoption Book.

Prior to executing the agreement, please review the following information:

- **VantageTrust II Participation Agreement**: Review and execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.
- **VantageTrust II Declaration of Trust**: The governing document for the operation of VT II. Please review and retain a copy for your records.
- **VantageTrust II Disclosure Memorandum**: Additional information regarding VT II and the operation of the funds it makes available to investors.

The VT II Funds available for investment can be found on our **website**. VT II Fund Fact Sheets are available by logging in to the employer website (www.missionsq.org) or upon request by calling Plan Services at (800) 326-7272. The VantageTrust II Disclosure Memorandum is provided above.



MissionSquare Retirement

**777 North Capitol Street, NE
Washington, DC 20002-4240**

(800) 669-7400
www.missionsq.org
56839-0822-826

Certificate Of Completion

Envelope Id: B6763BF0-B045-4CAC-9447-C645E919959E
 Subject: ID 800544 City of Hallandale Beach RHS Plan- Documents for Signature
 Source Envelope:
 Document Pages: 71
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Jennifer Wittenberg
 JWittenberg@msqplanservices.org
 IP Address: 192.189.252.47

Record Tracking

Status: Original
 12/11/2025 12:45:06 PM
 Holder: Jennifer Wittenberg
 JWittenberg@msqplanservices.org

Location: DocuSign

Signer Events

Dr. Jeremy Earle
 jearle@hallandalebeachfl.gov
 Security Level: Email, Account Authentication
 (None)

Signature

Signature Adoption: Drawn on Device
 Using IP Address: 67.191.45.208
 Signed using mobile

Timestamp

Sent: 12/11/2025 12:53:37 PM
 Viewed: 12/11/2025 3:05:46 PM
 Signed: 12/11/2025 3:06:09 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/11/2025 3:05:46 PM
 ID: f9613c59-8f15-4366-9b4c-ae9d2451b089

In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Carbon Copy Events

Status

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MSQ- AWD
 msqplnd@sscinc.com
 Security Level: Email, Account Authentication
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Radu Dodea
 rdodea@hannandalebeachfl.gov
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Hashed/Encrypted
 12/11/2025 12:53:38 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	12/11/2025 3:05:46 PM
Signing Complete	Security Checked	12/11/2025 3:06:09 PM
Completed	Security Checked	12/11/2025 3:06:13 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SS&C - Retirement Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SS&C - Retirement Solutions:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dcsplandesign@dstsystems.com

To advise SS&C - Retirement Solutions of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dcsplandesign@dstsystems.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SS&C - Retirement Solutions

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dcsplandesign@dstsystems.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SS&C - Retirement Solutions

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dscplandesign@dstsystems.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions will take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SS&C - Retirement Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SS&C - Retirement Solutions during the course of your relationship with SS&C - Retirement Solutions.