

**GENESIS EMPLOYEE BENEFITS FLEXIBLE BENEFITS PLAN**  
**Total Administrative Services Corporation, d/b/a Genesis Employee Benefits**  
**ADOPTION AGREEMENT FOR City of Bloomington**

This is the Adoption Agreement referred to in the Genesis Employee Benefits Flexible Benefits Plan. The Adoption Agreement plus the Genesis Employee Benefits Flexible Benefits Plan Basic Plan Document constitute the "Plan." The Claims Administrator for the Plan is Total Administrative Services Corporation, d/b/a Genesis Employee Benefits.

**IMPORTANT:** Once completed and signed, this document becomes part of the official documentation.

The Adopting Employer hereby makes the following representations and selections:

<p><b>EMPLOYER INFORMATION:</b></p> <p>Employer Name: <u>City of Bloomington</u>          Address: <u>1800 West Old Shakopee Road</u>          City, State Zip <u>Bloomington, MN 55431-3027</u>          Phone/Fax Number: <u>952-563-4899 / 952-569-8754</u>          Type of Business Entity: <u>Governmental-City</u>          Agent for Service of Legal Process: <u>City of Bloomington Attn: James Verbrugge</u>          State of Incorporation: <u>Minnesota</u>          EIN: <u>41-600-4990</u></p> <p>If the Plan Administrator is different than the Employer, please provide the following:          Name: _____          Address: _____          City, State Zip: _____          Phone/Fax Number: _____ / _____</p>	<p><b>EMPLOYEES:</b></p> <p>There were more than fifty (50) Employees in the last twelve months?  <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>There were more than twenty (20) Employees in the last calendar year?  <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>PLAN INFORMATION:</b></p> <p>Check the one that applies (check <i>only one box</i>):  <input type="checkbox"/> The Plan is intended to comply with ERISA.  <input checked="" type="checkbox"/> The Plan is <b>not</b> intended to comply with ERISA, and any references to ERISA do not bind the Plan to comply with ERISA.</p> <p>Addendum(s) Attached?   <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
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<b>ARTICLE II: DEFINITIONS</b>			
<p>2.12 Effective Date means: <u>January 1, 2016</u>          Is this a restatement: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          If Yes, original Effective Date: <u>August 1, 1995</u></p> <p>2.18 Employer means: <u>City of Bloomington</u>          Subsidiaries and/or affiliates participating in the Plan are: <u>None</u></p> <p>2.19 Employer Contribution - <i>see 4.4 regarding Employer Contribution</i></p> <p>2.20 Entry Date means: <u>The first day of the month following or coinciding with the date on which the employee satisfies the eligibility requirements of Section 3.1</u></p> <p>2.29 Optional Benefit(s) means (<i>check all that apply</i>):  <i>This information is needed because Genesis will create a Flexible Benefits Plan Document for you that allows pre-tax deductions for all applicable benefits under the Plan, not just the FSA.</i></p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>Non-Reimbursement:</u></p> <input checked="" type="checkbox"/> Group Medical Benefit  <input checked="" type="checkbox"/> Group Dental Benefits  <input type="checkbox"/> Group Vision Benefits  <input type="checkbox"/> Group Term Life and/or Group AD&amp;D and/or Voluntary Life Benefits  <input checked="" type="checkbox"/> HSA Contribution Feature  <input type="checkbox"/> Cash Payment (in lieu of coverage)  <input type="checkbox"/> Other: _____</td> <td style="width: 50%; vertical-align: top;"> <p><u>Reimbursement:</u></p> <input checked="" type="checkbox"/> Dependent Care Expense Reimbursement Plan  <input checked="" type="checkbox"/> Medical Expense Reimbursement Plan  <input type="checkbox"/> Individual Premium Feature  <input checked="" type="checkbox"/> Limited Scope Medical Expense Reimbursement Plan</td> </tr> </table>	<p><u>Non-Reimbursement:</u></p> <input checked="" type="checkbox"/> Group Medical Benefit <input checked="" type="checkbox"/> Group Dental Benefits <input type="checkbox"/> Group Vision Benefits <input type="checkbox"/> Group Term Life and/or Group AD&D and/or Voluntary Life Benefits <input checked="" type="checkbox"/> HSA Contribution Feature <input type="checkbox"/> Cash Payment (in lieu of coverage) <input type="checkbox"/> Other: _____	<p><u>Reimbursement:</u></p> <input checked="" type="checkbox"/> Dependent Care Expense Reimbursement Plan <input checked="" type="checkbox"/> Medical Expense Reimbursement Plan <input type="checkbox"/> Individual Premium Feature <input checked="" type="checkbox"/> Limited Scope Medical Expense Reimbursement Plan	<p>2.32 Plan Name means: <u>City of Bloomington Flexible Benefits Plan</u></p> <p>2.34 Plan Year commences on the first day of <u>January</u> and ends on the last day of <u>December</u>.          A short plan year begins on <u>N/A</u> and ends on <u>N/A</u>.</p> <p><i>The information below is needed if Genesis is creating a Summary Plan Description for the Flexible Benefits Plan.</i></p> <p>Group Medical Plan is: <input checked="" type="checkbox"/> Fully-insured   <input type="checkbox"/> Self-insured          Group Dental Plan is: <input type="checkbox"/> Fully-insured   <input checked="" type="checkbox"/> Self-insured          Group Vision Plan is: <input type="checkbox"/> Fully-insured   <input type="checkbox"/> Self-insured</p>
<p><u>Non-Reimbursement:</u></p> <input checked="" type="checkbox"/> Group Medical Benefit <input checked="" type="checkbox"/> Group Dental Benefits <input type="checkbox"/> Group Vision Benefits <input type="checkbox"/> Group Term Life and/or Group AD&D and/or Voluntary Life Benefits <input checked="" type="checkbox"/> HSA Contribution Feature <input type="checkbox"/> Cash Payment (in lieu of coverage) <input type="checkbox"/> Other: _____	<p><u>Reimbursement:</u></p> <input checked="" type="checkbox"/> Dependent Care Expense Reimbursement Plan <input checked="" type="checkbox"/> Medical Expense Reimbursement Plan <input type="checkbox"/> Individual Premium Feature <input checked="" type="checkbox"/> Limited Scope Medical Expense Reimbursement Plan		

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**ARTICLE III: ELIGIBILITY AND PARTICIPATION**

3.1	Eligibility requirements are as follows (check and complete only those that apply): <input checked="" type="checkbox"/> Length of service: <u>Employees with fifteen (15) days of continuous service for the Adopting Employer.</u> <input checked="" type="checkbox"/> Minimum number of hours: <u>Regular schedule to work 40 hours or more per week.</u> <input checked="" type="checkbox"/> Employment Classification: <u>All Active regular, full time, and probationary Employees and the current Mayor and City Council Members.</u> <input checked="" type="checkbox"/> Other: <u>Employees eligible for the group medical coverage sponsored by the Adopting Employer.</u>	3.3(b)	Special rule for new hires: <input type="checkbox"/> Applies. <input checked="" type="checkbox"/> Does not apply.
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**ARTICLE IV: CONTRIBUTIONS**

4.1	Salary reduction contributions shall occur: <input checked="" type="checkbox"/> Every payroll period. <input type="checkbox"/> Only two payroll periods per month.	4.4	Amount of the Employer Contribution for the Plan Year is as follows: <input checked="" type="checkbox"/> None. <input type="checkbox"/> \$_____ per Participant.  The Employer Contribution shall be provided as follows: <input type="checkbox"/> Per pay period. <input type="checkbox"/> Per month <input type="checkbox"/> Per quarter. <input type="checkbox"/> Per year on or about the first day of the Plan Year. <input type="checkbox"/> Other: _____ <input type="checkbox"/> N/A  Restrictions: _____
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**ARTICLE V: ELECTIONS**

5.1	Initial Elections: <input checked="" type="checkbox"/> As provided in the Basic Plan Document. <input type="checkbox"/> Other: _____	5.4	Irrevocable Election rules are modified as follows: _____
5.3	Annual Elections: <input checked="" type="checkbox"/> As provided in the Basic Plan Document. <input type="checkbox"/> Other: _____		

**ARTICLE VI: ADMINISTRATION**

6.1(b)	Plan Administrator means: <input checked="" type="checkbox"/> As provided in the Basic Plan Document. <input type="checkbox"/> Other: _____	6.8(b)	Electronic Payment Card – Medical Expense Reimbursement Plan: <input checked="" type="checkbox"/> Available. <input type="checkbox"/> Not available.
6.8(a)	Claims for benefits shall be submitted via: <input type="checkbox"/> Online only (Green FSA plan). <input checked="" type="checkbox"/> Online and via email, facsimile, or mail.	6.8(b)	Electronic Payment Card – Limited Scope Medical Expense Reimbursement Plan: <input checked="" type="checkbox"/> Available. <input type="checkbox"/> Not available.
		6.8(c)	Electronic Payment Card – Dependent Care Expense Reimbursement Plan: <input checked="" type="checkbox"/> Available. <input type="checkbox"/> Not available.

**ARTICLE VIII: GENERAL PROVISIONS**

8.10	General law – State of <u>Minnesota</u>
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**ARTICLE X: DEPENDENT CARE EXPENSE REIMBURSEMENT PLAN**

<p>10.3(a) Claims Run-Out period: <u>Any balance remaining in a participant's DC Account for a Plan year shall be forfeited on the first day following expiration of 120 days following the end of such Plan Year and shall be forfeited in accordance with Section 5.7 of the Basic Plan Document.</u></p>	<p>10.13(b) Other dependent care limitations are as follows:  <input checked="" type="checkbox"/> N/A  <input type="checkbox"/> Other: _____</p>
<p>10.8 The maximum reimbursement a Participant may receive for a Plan Year is: <input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> Other \$_____</p> <p>The minimum reimbursement a Participant may receive for a Plan Year is: \$_____ <input checked="" type="checkbox"/> N/A</p>	
<p>10.9 Reimbursement of Dependent Care Expenses following termination of participation:  <input checked="" type="checkbox"/> Expenses incurred while a Participant may be reimbursed if submitted within Claims Run-Out Period identified in Section 10.3(a).  <input type="checkbox"/> Expenses incurred while a Participant may be reimbursed if submitted within 30 days following termination of participation.  <input type="checkbox"/> Expenses incurred during the Plan Year (whether while a Participant or after participation ceases) may be reimbursed if submitted within Claims Run-Out Period identified in Section 10.3(a).  <input type="checkbox"/> Other: _____</p>	

**ARTICLE XI: MEDICAL EXPENSE REIMBURSEMENT PLAN**

<p>11.3(a) Claims Run-Out period: <u>Any balances remaining in a Participant's Medical reimbursement Account for a Plan year shall be forfeited on the first day following expiration of 120 days following the end of such Plan Year and shall be forfeited in accordance with Section 5.7 of the Basic Plan Document.</u></p>	<p>11.9 Reimbursement of Medical Expenses following termination of participation:  <input checked="" type="checkbox"/> Expenses incurred while you were an active participant may be reimbursed if they are submitted within the Claims Run-Out Period identified in Section 11.3(a).  <input type="checkbox"/> Expenses incurred while you were an active participant may be reimbursed within 30 days following termination of participation.  <input type="checkbox"/> Other: _____</p>
<p>11.3(b) Dependent means:  <input checked="" type="checkbox"/> As provided in the Basic Plan Document.  <input type="checkbox"/> Other: _____</p>	
<p>11.3(d) Medical Expense means:  <input checked="" type="checkbox"/> As provided in the Basic Plan Document.  <input type="checkbox"/> Other: _____</p>	<p>11.12(a) Claims Grace Period (as defined in Section 2.6 of the Plan):  <input type="checkbox"/> Does not apply to ME Account.  <input checked="" type="checkbox"/> Applies to the ME Account.</p>
<p>11.8 The maximum reimbursement a Participant may receive for a Plan Year is:  <input checked="" type="checkbox"/> The applicable amount under Code § 125(i)  <input type="checkbox"/> Other \$_____</p> <p><input type="checkbox"/> Lesser of \$_____ or the applicable amount under Code § 125(i)</p> <p>The minimum reimbursement a Participant may receive for a Plan Year is: \$<u>130.00</u> <input type="checkbox"/> N/A</p> <p>For a short Plan Year, the maximum reimbursement is:  <input checked="" type="checkbox"/> Not applicable.  <input type="checkbox"/> Pro-rated.  <input type="checkbox"/> Unchanged.</p> <p>For Participants joining the Plan mid-Plan Year, the maximum is:  <input type="checkbox"/> Pro-rated.  <input checked="" type="checkbox"/> Unchanged.</p>	<p>11.12(b) Account Carryover:  <input checked="" type="checkbox"/> Does not apply to ME Account.  <input type="checkbox"/> Applies to the ME Account.</p> <p>11.12(b) Maximum Account Carryover is: \$_____ <input checked="" type="checkbox"/> N/A</p> <p>11.16(e) Other Medical Expense Reimbursement Plan limitations are as follows:  <input checked="" type="checkbox"/> None.  <input type="checkbox"/> Other: _____</p> <p>ERISA Plan No. (if applicable): _____</p>

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<b>ARTICLE XIV: INDIVIDUAL PREMIUM FEATURE</b> <input checked="" type="checkbox"/> We do not offer this benefit as a part of our Flexible Benefits Plan.	
<p>14.3(a) Claims Run-Out period: _____</p> <p>14.3(b) Dependent means:  <input type="checkbox"/> As provided in the Basic Plan Document.  <input type="checkbox"/> Other: _____</p> <p>14.3(g) Insurance Contract means:  <input type="checkbox"/> As provided in the Basic Plan Document.  <input type="checkbox"/> As provided in the Basic Plan Document, but excluding major medical coverage.  <input type="checkbox"/> Only specialty coverages (e.g., cancer, vision, hospital indemnity, transplant, dental).  <input type="checkbox"/> Only major medical coverage (to the extent permitted under law).  <input type="checkbox"/> Other: _____</p> <p>The maximum reimbursement a Participant may receive for a Plan Year is: \$_____ <input type="checkbox"/> No Maximum</p> <p>The minimum reimbursement a Participant may receive for a Plan Year is: \$_____ <input type="checkbox"/> N/A</p> <p>14.6 Form of benefit:  <input type="checkbox"/> Direct payment to insurance carrier. (not available if Genesis administers this benefit)  <input type="checkbox"/> Reimbursement to Participant.  <input type="checkbox"/> Other: _____</p>	<p>14.6 Claims administration by:  <input type="checkbox"/> Plan Administrator.  <input type="checkbox"/> Total Administrative Services Corporation, d/b/a Genesis Employee Benefits  <input type="checkbox"/> Other: _____</p> <p>14.7 Reimbursement of Individual Premium Expenses following termination of participation:  <input type="checkbox"/> Expenses incurred while a Participant may be reimbursed if submitted within Claims Run-Out Period identified in Section 14.3(a).  <input type="checkbox"/> Expenses incurred while a Participant may be reimbursed within 30 days following termination of participation.  <input type="checkbox"/> Expenses incurred during Plan Year (whether while a Participant or after participation ceases) may be reimbursed if submitted within Claims Run-Out Period identified in Section 14.3(a).  <input type="checkbox"/> Other: _____</p> <p>ERISA Plan No. (if applicable): _____</p>
<b>ARTICLE XV: HSA CONTRIBUTION FEATURE</b> <input type="checkbox"/> We do not offer this benefit as a part of our Flexible Benefits Plan.	
<p>15.3(d) High Deductible Health Plan means:  <input type="checkbox"/> As provided in the Basic Plan Document.  <input checked="" type="checkbox"/> <u>The qualified high deductible health plan with the City of Bloomington.</u></p>	

<b>ARTICLE XVI: LIMITED SCOPE MEDICAL EXPENSE REIMBURSEMENT PLAN</b> <input type="checkbox"/> We do not offer this benefit as a part of our Plan.	
<p>16.3(a) Claims Run-Out period: <u>Any balances remaining in a Participant's Medical reimbursement Account for a Plan year shall be forfeited on the first day following expiration of 120 days following the end of such Plan Year and shall be forfeited in accordance with Section 5.7 of the Basic Plan Document.</u></p> <p>16.3(b) Dependent means:  <input checked="" type="checkbox"/> As provided in the Basic Plan Document.  <input type="checkbox"/> Other: _____</p> <p>16.3(e) Limited Scope Medical Expense means:  <input checked="" type="checkbox"/> Expenses for dental care.  <input checked="" type="checkbox"/> Expenses for vision care.  <input type="checkbox"/> Expenses for preventive care.  <input type="checkbox"/> Post-Deductible Expenses.  <input checked="" type="checkbox"/> Other: <u>Post-Deductible Medical expenses once the Regulatory Minimum Deductibles have been met.</u></p> <p>16.8 The maximum reimbursement a Participant may receive for a Plan Year is:  <input checked="" type="checkbox"/> The applicable amount under Code § 125(i)  <input type="checkbox"/> Other \$_____  <input type="checkbox"/> Lesser of \$_____ or the applicable amount under Code § 125(i)</p> <p>The minimum reimbursement a Participant may receive for a Plan Year is: \$<u>130.00</u> <input type="checkbox"/> N/A</p> <p>For a short Plan Year, the maximum reimbursement is:  <input checked="" type="checkbox"/> Not applicable.  <input type="checkbox"/> Pro-rated.  <input type="checkbox"/> Unchanged.</p> <p>For Participants joining the Plan mid-Plan Year, the maximum is:  <input type="checkbox"/> Pro-rated.  <input checked="" type="checkbox"/> Unchanged.</p>	<p>16.9 Reimbursement of Limited Scope Medical Expenses following termination of participation:  <input checked="" type="checkbox"/> Expenses incurred while a Participant may be reimbursed if submitted within the Claims Run-Out Period identified in Section 16.12(a).  <input type="checkbox"/> Expenses incurred while a Participant may be reimbursed within 30 days following termination of participation.  <input type="checkbox"/> Other: _____</p> <p>16.12(a) Claims Grace Period (as defined in Section 2.6 of the Plan):  <input type="checkbox"/> Does not apply to Limited Scope ME Account.  <input checked="" type="checkbox"/> Applies to the Limited Scope ME Account.</p> <p>16.12(b) Account Carryover:  <input checked="" type="checkbox"/> Does not apply to Limited Scope ME Account.  <input type="checkbox"/> Applies to the Limited Scope ME Account.</p> <p>16.12(b) Maximum Account Carryover is: \$_____ <input checked="" type="checkbox"/> N/A</p> <p>16.16(d) Other Limited Scope Medical Expense Reimbursement Plan limitations are as follows:  <input checked="" type="checkbox"/> None.  <input type="checkbox"/> Other: _____</p> <p>ERISA Plan No. (if applicable): _____</p>

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**ARTICLE XVII: CASH PAYMENT**  We do not offer this benefit as a part of our Flexible Benefits Plan.

17.2 Restrictions on "unspent" portion of the Employer Contribution:  
 N/A  
 Other: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

1. This Plan has been duly adopted or authorized to be adopted by the Employer's Managing Body.
2. Portions of this Plan are intended to be a "covered entity" for purposes of the Health Insurance Portability and Accountability Act (HIPAA).

**EMPLOYER:** City of Bloomington

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_