

Churches Using a Health Reimbursement Arrangement (HRA) with a High Deductible Health Plan

For churches that have agreed to reimburse the total annual out-of-pocket medical costs for employees enrolled in a High Deductible Health Plan (CDHP 20), the church must also establish a **Health Reimbursement Agreement (HRA)** with a Third-Party Administrator (TPA). There are numerous companies that offer this service: BeneFlex, HealthEquity, and Isolved Benefit Services are a few of them. Following are instructions and model HRA plan documents that you may find helpful in establishing the HRA. If you have any questions about these documents, please contact Susan Allen, Program and Benefits Administrator at sallen@diosova.org or 757-213-3391.

Be aware and pass on to employees who have chosen a High Deductible Health Plan, that when an employee enrolls in any High Deductible Health Plan through the Episcopal Church Medical Trust a **Health Savings Account (HSA)** is automatically opened for them with HealthEquity. This Health Savings Account (HSA) belongs to the employee, and it is portable to another job, but it is not the same as a **Health Reimbursement Arrangement (HRA)**. Under the law, if the employer is paying the annual out-of-pocket medical costs for the employee through an HRA, then the employee is ineligible to contribute to an HSA.

Churches should also note that when using a **Health Reimbursement Arrangement (HRA)** employees must be re-enrolled in the HRA each calendar year, even if there are no changes to the coverage level or amount.

Instructions for Adopting a Health Reimbursement Arrangement (HRA)

1. Complete the Model HRA Plan Document. There are a few pieces of information that you will need to add as indicated. The Vestry must adopt the Plan by resolution.
2. Complete the information as indicated on the HRA Plan checklist. The example given here is from BeneFlex. Additional information may be required if you choose a different TPA.
3. Submit the checklist to the TPA. The contact for BeneFlex is tammyfarmer@beneflexonline.com
4. The TPA will require certain agreements to be signed to administer the Plan. For BeneFlex these are:
 - a. Administrative Service Agreement
 - b. ACH Funding Authorization – this is so the TPA can debit your bank account when they pay charges
 - c. Business Associate Agreement – addresses HIPPA requirements
 - d. Fee Package Acknowledgement
5. When requested you will need to submit information for each participant:
 - a. Name
 - b. Social Security number
 - c. Address
 - d. Date of birth
 - e. Email address
 - f. Coverage level (either \$4,200 or \$8,450, unless you choose to cover a different amount than the annual out-of-pocket maximum)
 - g. Hire Date
 - h. HRA Effective Date (January 1, 2023)
6. You may wish to have employees who sign up for the Plan execute the Model Health Reimbursement Election.

Model Health Reimbursement Arrangement (HRA) Plan Document

[NAME of CHURCH] Health Reimbursement Arrangement Plan (the Plan)

[NAME of CHURCH] hereby establishes a Health Reimbursement Arrangement that integrates with the High Deductible Health Plan offered through the Episcopal Church Medical Trust (the Medical Trust).

The Plan shall commence on January 1, 2023, and end on December 31, 2023. The Vestry may elect to have the plan automatically renew each year unless the Vestry terminates the Plan.

The Plan shall be administered by a qualified Third-Party Administrator (TPA).

Eligibility

Eligibility shall be the same as eligibility to enroll in the Church's medical insurance program and enrollment in one of the High Deductible options provided through the Medical Trust.

If a participant loses eligibility other than through termination of employment, they may rejoin the Plan without having to re-satisfy Plan eligibility requirements.

If an employee is rehired, they may rejoin the Plan and be reinstated without any loss of funds in the HRA.

Benefits

The Plan shall pay for medical expenses covered by the High Deductible Health Plan (including prescription drugs) chosen by the participant up to the amount of the Annual Out-of-Pocket Maximum for the CDHP 20 plans including the deductible, coinsurance, and copays. [If the Church chooses to reimburse a different amount, that should be specified here in lieu of the previous sentence.] The Plan does not cover the vision program, dental other than what would be covered under the medical insurance plan, over the counter prescriptions, insurance premiums, or anything that is not covered by the medical insurance plan.

Funding

The Church will fund contributions to the Plan as expenses are reported by the TPA. If participants receive a benefit that ultimately is determined not to be an eligible expense, the participant shall reimburse the Plan for such expense. Participants must be notified of a denial within 30 days of submission of a claim. Participants may appeal denials within 180 days of the denial. If a participant appeals a denial, they must provide requested information within 45 days. The Plan has up to 15 days to process the appealed claim and must decide on the appeal within 60 days.

The Church will fund up to the maximum benefit for all participants regardless of when in the year they joined the Plan.

Health Reimbursement Arrangement (HRA) Plan Checklist

DO NOT USE THIS CHECKLIST IN LIEU OF THE PLAN DOCUMENT

NOTE: Answers have been filled in based on employee enrollment in a CDHP 20 medical plan with the HRA funded to the annual out-of-pocket maximum.

1. Adopting Employer *(Enter primary adopting Employer here. Enter other members of affiliated companies in item 16.)*

[Church Name]

2. Plan Name - The legal name of the Plan is:

[Church Name] Health Reimbursement Arrangement Plan

3. Dates

Effective Date (Effective date of this document):

Adoption Date (date document is to be executed):

(If this field is left blank, it must be manually entered in the printed document.)

This HRA Plan is a

New plan

Restatement of a plan originally effective: ___/___/_____

4. Plan type

- Stand-alone HRA Plan
- Integrated HRA with Employer's major medical plan
- Qualified Small Employer HRA (QSEHRA) Plan *(Only applies to small employers (fewer than 50 full-time equivalent employees in the prior calendar year); and offers no group health plan to any of its employees.)*
- Individual Coverage HRA (ICHRA) *
- Excepted Benefit HRA (EBHRA)
- Integrated HRA with Employer's major medical plan or the group health plan of another employer (e.g., the spouse's employer)
- Integrated HRA with Employer's High Deductible Health Coverage (HDHC)
- Integrated HRA with Employer's HDHC plan or the HDHC plan of another employer (e.g., the spouse's employer)

* Note: ICHRAs that reimburse only individual health insurance premiums provide a safe harbor and are exempt from ERISA as long as: the purchase of the insurance must be completely voluntary for participants and beneficiaries; the employer or other plan sponsor must not select or endorse any particular insurer or coverage; and participants must be notified annually that the individual coverage is not subject to ERISA.

PART I. The following identifying information pertains to the Employer and the Plan and Trust:

1. **Employer Address:**
2. **Employer Telephone:**
3. **Employer Tax ID:**
4. **Three Digit Plan Number:** 505
5. **Plan Year:** **1/1/2023 to 12/31/2023**
(Must be 12 consecutive months.)
6. **Short Initial Plan Year:** ___/___/___ to ___/___/___
7. **Legal Representative:** (same as Employer)
8. **Plan Administrator:** (same as Employer)

Appointed to keep the records for the Plan and be responsible for the administration of the Plan:

- a. Plan Administrator:
 - b. HR Manager:
 - c. Benefits Administrator:
 - d. Office Manager:
 - e. Other:
9. **Plan Administrator ID Number:** _____
 10. **Benefit Coordinator:** _____
 11. **Named Fiduciary:** _____
 12. **Document Provider:** _____

13. Trust

- This is a Trusteed Plan

The Trust shall be known as: _____

Trust ID Number: _____

Plan Trustees:

14. Legal Organization of Employer:

- a. Sole Proprietorship
- b. Partnership
- c. C Corporation
- d. S Corporation
- e. Limited Liability Company (LLC)
- f. Limited Liability Partnership (LLP)
- g. Not for Profit Corporation
- h. Professional Service Corporation
- i. Medical Corporation
- j. Church or Government Plan (Exempt from ERISA)
- k. Other - Explain: _____

15. State of Legal Construction: Virginia

16. Affiliated Organizations:

(Complete only for those Affiliated Organizations that will be adopting the Plan.)

Affiliated Companies:

17. Plan is administered by a Third-Party Administrator:

- a. Yes, Plan is administered by Third Party Administrator (default)
- b. No, Plan is NOT administered by Third Party Administrator

PART II. Unless specifically provided to the contrary, only one option may be made for each design category. Section references are relative to Plan Sections. Defined terms have the meanings provided in the Plan Document.

A. Eligibility and Participation Provisions

- 1. Eligible Employees** - The Eligibility and Participation section of the document provides that all Employees, including Employees of certain related businesses and Leased Employees are eligible and including members of a collective bargaining unit and non-resident aliens.
(Select all applicable)

- a. Exclude members of collective bargaining unit
 - b. Exclude non-resident aliens
 - c. Exclude leased Employees
 - d. Exclude part time Employees who regularly work less than ____ hours per week
[Enter based on church policy.]
 - e. Exclude seasonal Employees who regularly work less than ____ months per year
(Not to exceed 6 months) [Enter based on your church policy.]
 - f. Other - Specify: **Anyone not eligible for medical benefits under the Church's plan** (Plan)
- _____ (SPD)

NOTE: Self-employed individuals (e.g., sole proprietors, partners, and more-than-2% Subchapter S corporation shareholders) may not receive tax-free benefits. Self-employed individuals, including partners in a partnership and more-than-2% shareholders in an S corporation, cannot participate in an HRA on a tax-favored basis. A sole proprietor, partnership, or an S corporation can have an HRA for its common-law employees. But unlike in a sole proprietorship or a partnership, however, neither the employee-spouse of the more-than-2% shareholder in an S corporation, nor the more-than-2% shareholder's children, parents, and grandparents, can participate in the S corporation's HRA. This is because of the ownership attribution rules contained in Code § 318.

2. Eligibility Requirements - An Employee is eligible to participate in the Plan if he/she satisfies the following requirements: (Select all applicable. Selecting more than one option means that an Employee must meet all indicated requirements for eligibility.)

- a. No age or service required
 - b. Requirements are same as group medical insurance plan
 - c. Minimum age of ____ years (Not to exceed 21 years of age; partial years may be used.)
 - d. Minimum of _____ hours required during each o week o month for part-time Employees
 - e. Minimum of ____ months per Plan Year for seasonal Employees (Cannot exceed 6 months)
 - f. Minimum of ____ o consecutive calendar days o non-consecutive days, counting his/her employment Commencement Date as the first day
 - g. Enrolled in the Employer's High Deductible Health Coverage (HDHC) Plan
 - h. Enrolled in the Employer's group medical insurance plan
 - i. Enrolled in qualifying individual health insurance coverage (ICHRA only)
 - j. Other - Specify: _____ (Plan)
- _____ (SPD)

3. Entry Date - The Eligibility and Participation section of the document provides that an Employee who satisfies the eligibility requirements enters the Plan on the Entry Date. The Entry Date is:

- a. the date the eligibility requirements have been met.
- b. the same day as the Employer's group medical plan.
- c. the first day of the month coinciding with or following the date the eligibility requirements have been met.
- d. the first day of the month following the date of hire.
- e. Other - Specify: _____ (Plan)
_____ (SPD)

4. Enrollment Process - For the first year of the Plan, once an Employee meets the eligibility requirements, he or she:

- a. will automatically be enrolled in the Plan and no Enrollment form is required unless the employee opts out.*
- b. must complete an Enrollment form prior to the Entry Date; failure to file an Enrollment form will result in exclusion from the Plan.
- c. Other - Specify: _____ (Plan)
_____ (SPD)

NOTE: **Employees (and former employees) must be offered the opportunity to permanently opt out of and waive future reimbursements from the HRA at least annually. And on termination of employment, the HRA must either be forfeited, or it must allow the employee to permanently opt out of and waive future reimbursements.*

5. Participation after Loss of Eligibility - If an Employee ceases to be an Eligible Employee for any reason other than for termination of employment, including, but not limited to, a reduction of hours and then becomes an Eligible Employee again, the Employee:

- a. must re-satisfy Plan eligibility requirements to rejoin the Plan or before becoming eligible to participate in the Plan (complete the waiting period).
- b. may rejoin the Plan without having to re-satisfy Plan eligibility requirements (complete the waiting period).

6. Treatment Rehires - Less than 30 Days - If a Participant terminates his/her employment, or ceases to be an Eligible Employee, for any reason, including, but not limited to, disability, retirement, layoff or voluntary resignation, and then is rehired within 30 days or less of the

date of termination of employment and is otherwise eligible to participate in the Plan, then the Employee:

- a. may immediately rejoin the Plan and be reinstated with the same HRA account balance that the individual had before termination.
- b. may not be allowed to rejoin the Plan until the first day of the following Plan Year.

7. Treatment of Rehires - More than 30 Days - If an Employee (whether or not a Participant) terminates employment and is not rehired within 30 days or ceases to be an Eligible Employee for any other reason, including, but not limited to, a reduction of hours, and then becomes an Eligible Employee again, the Employee:

- a. will be treated as a new hire and must re-satisfy (complete the waiting period) Plan eligibility requirements to rejoin the Plan. Any unused reimbursement benefits account balance prior to the initial separation of service date will be forfeited.
- b. may immediately rejoin the Plan without having to re-satisfy (complete the waiting period) Plan eligibility requirements. Any unused reimbursement benefits account balance prior to the initial separation of service date will be forfeited. *(Should only be checked if B.1.a.1 (pro rata Accruals) is selected.)*
- c. may immediately rejoin the Plan and be reinstated with the same HRA account balance that the individual had before termination.

B. Funding/Contributions

1. a. Accruals (Employer Contributions) - The Employer will fund the full amount of the Participants' HRA Accounts on:

- a.1. a pro rata (monthly) basis of _____/month employee-only coverage (not to exceed \$437.50/month) _____/month for family coverage (not to exceed \$883.33/month) (QSEHRA plan only)
- a.2. a pro rata (monthly) basis of _____/month (not to exceed \$150/month for EBHRA)
- a.3. an annual basis at the beginning of the Plan Year.
- a.4. Other - Specify: **Church will fund the HRA as expenses are incurred by the TPA (Plan)**

b. Short Plan Year - If the initial plan year is a short plan year, please specify if the Participants' HRA Accounts will: *(Leave blank if not applicable.)*

- b.1. be pro-rated based on the remaining number of months.

- b.2. be credited with a full plan year's contribution.

2. Mid-Year Hire Contributions - If a Participant enters the HRA Plan mid-year, then the Participant shall receive:

- a. the full annual contribution (no proration)
- b. pro-rated contributions (i.e., annual contribution divided by 12 x number of eligible months)

3. Maximum Annual Benefits - The maximum annual reimbursement for the HRA Benefit is: *(Select all applicable)* [If the Church wishes to fund a different amount than the Out-of-Pocket Maximum, enter it in place of the amounts below.]

- a. \$ **4,200** for employee-only coverage per Plan Year (not to exceed \$1,800 for EBHRA)
- b. \$ **8,450** for employee plus spouse coverage per Plan Year
- c. \$ **8,450** for employee plus children coverage per Plan Year
- d. \$ **8,450** for family coverage per Plan Year
- f. \$ _____ Other (Specify) _____

* Contribution can be no more than a 3:1 ratio between the amount offered to the oldest participant and that offered to the youngest. (Applies to ICHRA only)

4. Suspension of HRA Account - If a Participant suspends his or her HRA account for a Plan Year in order to be HSA eligible, the Employer will: *(Leave blank if not applicable.)*

- a. continue to make contributions to the HRA account.
- b. cease to make contributions to the HRA account.

5. Unused Funds - If any balance remains in the Participant's HRA account after all reimbursements have been made for the Plan Year, such balance shall be:

- a. forfeited.
- b. carried over indefinitely.
- c. carried over to the next plan year not to exceed \$ _____ or _____ of remaining balance per Plan Year.
- d. Other - Specify: _____ (Plan)
_____ (SPD)

6. Funding Assets - All amounts payable under this Plan shall be paid from:

- a. the Employer's general assets.
- b. the Trust.
- c. Other - Specify: _____ (Plan)
_____ (SPD)

NOTE: Many employers do not realize that they may need a trust to satisfy requirements under ERISA, such as when HRAs have "plan assets" triggering the need for a trust and compliance with ERISA's exclusive benefits rule. For example, one warning sign (there are others) that a trust may be needed is if checks written in connection with the Plan are drawn on any account other than the Employer's general checking account. Additionally, ERISA might require a trust for all HRAs because COBRA premiums paid to an HRA by individuals to continue their HRA coverage are plan assets. As plan assets, they must be held in trust until they are used to pay benefits, unless an exception applies.

C. HRA Benefits

1. Available HRA Plan Options: The HRA Plan provides the following coverage options where a Participant may receive reimbursement for expenses incurred during a Period of Coverage, as limited by the Plan Coverage Options listed below: *(Select all applicable)*

- a. **General-Purpose HRA:** Reimburses eligible out-of-pocket medical expenses that meet the definition of medical care under Code § 213(d) for the employee, spouse, and dependents, such as co-pays, deductibles, COBRA premiums (that a participant pays on an after-tax basis under any other group health plan sponsored by the Employer), prescriptions, long-term care insurance, and medical expenses that are not covered under the employer's health plan on a first dollar basis;
- General-Purpose Exclusions (Appendix):

- b. **Limited-Purpose HRA:** Only reimburses expenses not covered by insurance. *(Select all applicable)*
 - b.1. Vision expenses *(HSA Eligible*)*
 - b.2. Dental expenses *(HSA Eligible*)*
 - b.3. Preventive Care expenses *(HSA Eligible*)*
 - b.4. Prescription Drug Coverage
 - b.5. Other: *(Specify)*
_____ (Plan)

_____ (SPD)

* **NOTE:** No other expenses prior to the HSA Deductible being met are eligible for reimbursement.

o Limited-Purpose HRA Exclusions (Appendix):

X c. **Bridge HRA:** Reimburses only health care expenses incurred after the Code §223(c)(2)(A)(i) minimum annual HDHP deductible has been satisfied-providing a bridge between the out-of-pocket expenses and insurance coverage. Eligible medical expenses are those incurred after the deductible level required for an HDHP has been met on a first-dollar basis and Preventive Care expenses;

o Other: *(Specify)*

_____ (Plan)

_____ (SPD)

o Bridge HRA Exclusions (Appendix): _____

o d. **Insurance Premiums:** Reimburses only Insurance Premiums. Only premiums that qualify as a medical expense under Code § 213(d) can be an eligible expense under an HRA. *(Select all applicable)*

o d.1. Dental insurance premiums

o d.2. Long-term care insurance premiums

o d.3. Individual Health Insurance Premiums and/or qualified medical expenses (QSEHRA plan only)

o d.4. Other: *(Specify)*

_____ (Plan)

_____ (SPD)

o Limited-Purpose HRA Exclusions (Appendix):

X e. **Deductible/Co-Pays/Co-Insurance HRA:** Reimburses all medical expenses that are applicable to the health plan's deductible, a co-pay amount, or a co-insurance amount. Qualified expenses are those incurred by the employee or the employee's family.

o e.1. Deductible-Only

o e.2. Co-Pays

o e.3. Co-Insurance (health plan premiums; e.g., Employer's HDHP)

X Deductible/Co-Pays/Co-Insurance HRA Exclusions (Appendix): **Insurance premiums are not eligible**

- o f. **Individual Coverage HRA (ICHRA):** Reimburses:
 - o f.1. Premiums for individual medical coverage
 - o f.2. Medicare Part A, B, & C
 - o f.3. *Out-of-pocket medical expenses under IRC Section 213(d)
 - o f.4. Includes Spouse/Dependents
- o ICHRA Exclusions (Appendix): _____
- o g. **Excepted Benefit HRA (EBHRA):** Reimburses:
 - o g.1. Premiums for dental or vision plan
 - o g.2. Short-term limited duration plans
 - o g.3. COBRA coverage
 - o g.4. Out-of-pocket medical expenses under IRC Section 213(d)
 - o g.5. Includes Spouse/Dependents
- o EBHRA Exclusions (Appendix): _____

NOTE: An HRA cannot be used to pay the employee's share of premiums for employer group health coverage (or individual coverage) if the employee could pay those costs on a pre-tax basis through the employer's cafeteria plan. Such an arrangement would violate the prohibition on HRAs being directly or indirectly funded through cafeteria plan pre-tax salary reductions, with the exception of an ICHRA.

2. Run-out Period - Period after the close of a Plan Year or other period during which the Participants may request reimbursement for expenses incurred during the Period of Coverage.

Run-out Period: **90** Days (Typically 30, 60 or 90 days)

- o Weeks
- o Months

NOTE: An expense incurred by a participant in one year may be properly paid out of the HRA balance attributable to a subsequent year, provided that the individual was a participant when the expense was incurred and remains a participant in the subsequent year.

3. Ordering Rule/Coordination of Benefits - If the Participant's Medical Care Expenses are covered by both this Plan and a Health FSA, then the: (Leave blank if not applicable.)

- o a. HRA will pay first and the health FSA will pay last. *(general rule)*
- o b. HRA pays only after health FSA amounts are exhausted.

D. Other Administrative Provisions

1. COBRA Continuation Coverage - A Participant and his or her Dependents, whose coverage terminates under this plan because of a COBRA qualifying event, shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had before the qualifying event for the periods prescribed by COBRA. **[Complete in accordance with your Church policy.]**

- o a. COBRA Continuation Coverage is offered
- o b. An alternative coverage is available in place of COBRA continuation coverage
Note: Selection of an alternate coverage causes loss of rights to continuation coverage

COBRA Administrative Information (select all applicable)

- o c. Provide COBRA Continuation Coverage regardless of employee count
- o d. Employer pays the cost of COBRA
- o e. Coverage is suspended during the grace period (late COBRA payment) for non-payment
- o f. COBRA payments are due on the ___th day of the month (i.e., 1st, 15th, etc.)
- o g. Days to notify Administrator of other Qualifying Event ___ (Must be at least 60 days)

COBRA Administrator

- o *(Same as Plan Administrator. If not, fill out information below.)*

- o h. Include COBRA Initial Notice in SPD

2. HIPAA Privacy Provisions - Provision of Protected Health Information to Employer

- o a. Plan is not subject to HIPAA privacy requirements for self-administered, self-funded group health plans with fewer than 50 employees eligible to participate.
- o b. HIPAA privacy requirements apply

Effective Date: ___/___/_____

Protected Health Information (PHI)

PHI access is allowed by the following (select all applicable)

- b.1. Human Resource Manager
- b.2. Human Resource and payroll staff performing HRA functions
- b.3. Benefits Manager
- b.4. Plan Administrator
- b.5. Other - Specify:

_____ (Plan)
_____ (SPD)

HIPAA Privacy Officer

- (Same as Plan Administrator. If not, fill out information below.)

NOTE: While not likely, it is possible that certain HRAs may not be subject to HIPAA's portability requirements. For example, a 100% employer-paid stand-alone HRA with an annual limit less than or equal to \$500 and no carryovers will not be subject to the portability requirements of HIPAA if the employer makes major medical insurance available to all employees who are eligible for the HRA. This is because such an HRA may be considered to be a health FSA and would qualify as an excepted benefit. The above HIPAA exception will not apply to most HRAs. HRAs that permit carryovers, or HRAs with an employer-funded benefit of more than \$500, will be subject to HIPAA's portability requirements (including the certificate of creditable coverage requirement and the rules prohibiting discrimination based on health status). Regardless of whether an HRA permits carryovers or limits the employer-funded benefit, the HRA is likely to be subject to HIPAA's other requirements (e.g., administrative simplification rules covering privacy, security, and EDI).

3. Appeals Procedure - If a claim for reimbursement under this Plan is wholly or partially denied, the claim shall be administered in accordance with the claims procedure set forth below:

- a. Days until denial notice: **30** (must be 30 days or less)
- b. Days to return additional information: **45** (must be 45 days or greater)
- c. Days Employee must request review: **180** (must be 180 days or greater)
- d. Additional days to process claim: **15** (must be 15 days or less)
- e. Days until review decision: **60** (must be 60 days or less)

4. ERISA Coverage of HRA - The HRA can be an employer-sponsored employee benefit plan. In such a case, it falls under the rules of ERISA.

- a. The HRA is subject to ERISA. (*general rule*)
- b. The HRA is not subject to ERISA

5. Plan Expenses - All reasonable expenses incurred in administering the Plan are currently paid by:

- a. the Employer.
- b. both, the Employer and the participants' account balances.
- c. the participants' account balances.

6. Compensation Definition - Compensation is defined as:

- a. Gross Compensation
- b. Base Compensation - Bonus and overtime excluded.
- c. Other - Specify: _____ (Plan)
_____ (SPD)

7. Debit Card Availability - Debit card, stored value card, or credit card that allows a Participant to access funds in a reimbursement account to pay the service provider at the point of sale.

- Debit card is offered (Leave blank if not available.)

Execution:

To record the adoption of this Plan and Trust the Employer and each affiliated employer, if any, has caused this Agreement to be executed by its duly qualified officers and the Trustee has executed this Agreement, as of the day and year first above written.

[NAME OF CHURCH] Model Health Reimbursement Election

I, [NAME OF EMPLOYEE], have elected to enroll in the Episcopal Church Medical Trust CDHP 20 medical plan offered by either Cigna or Anthem BCBS and understand the deductibles and annual out-of-pocket maximum amounts as described on the attached page from the Medical Trust. I have also enrolled in the [NAME OF CHURCH] Health Reimbursement Plan (the Plan). The Plan will reimburse me for up to the annual out-of-pocket maximum for **medical** expenses covered by the CDHP 20 medical plan. I understand that to obtain reimbursement I must submit an Explanation of Benefits to [NAME of COMPANY HIRED TO ADMINISTER THE PLAN], which is the Plan Third-Party Administrator. Requests for reimbursement must be submitted to [NAME of COMPANY HIRED TO ADMINISTER THE PLAN] by March 31, 2024 (within 90 days of the end of the Plan year). I understand that reimbursements from the Plan are not taxable income to me.

Employee Name

Authorized Person

Title

Title

Date

Date