



# COUNTY OF SANTA CRUZ 0053

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## PERSONNEL DEPARTMENT

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DANIA TORRES WONG, DIRECTOR

November 16, 2001

Agenda Date: December 4, 2001

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### APPROVE H-CARE (HEALTH CARE REIMBURSEMENT PLAN) AND D-CARE (DEPENDENT CARE REIMBURSEMENT PLAN) FOR TAX YEAR 2002

Dear Members of the Board:

The Health Care Reimbursement (H-Care) Plan allows employees the opportunity to pay the premiums for their medical coverage on a pre-tax rather than after-tax basis. The Dependent Care Reimbursement (D-Care) Plan also allows employees the opportunity to pay dependent care expenses on a pre-tax rather than after-tax basis.

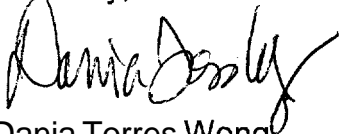
Administrative changes have been made to both the H-Care and D-Care Plans to revise and update them in accordance with recent changes in the IRS regulations with respect to mid-year election changes. The new plans are now written in a manner which dispenses with the need for future amendments in the event of additional changes to the IRS regulations.

Employees must continue to re-enroll each year in the D-Care Plan since the needs of dependent care often change dramatically from year to year. However, the revised plan eliminates the requirement for employees to re-enroll in the H-Care Plan each year. Since the vast majority of employees who are in the H-Care Plan re-enroll each year, the plan has been revised to allow enrollment to automatically rollover each plan year unless the employee provides written revocation of enrollment in the plan. This change will eliminate the need for employees to remember to complete the same form year after year to remain in the plan.

Board of Supervisors  
November 16, 2001  
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It is therefore RECOMMENDED that your Board approve the attached, revised County of Santa Cruz Health Care Reimbursement Plan and Dependent Care Reimbursement Plan, incorporating administrative changes to streamline employee and staff enrollment and election changes in accordance with IRS regulations.

Sincerely,



Dania Torres Wong  
Personnel Director

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

Attachment  
cc: Personnel (3)

**COUNTY OF SANTA CRUZ**  
**FLEXIBLE SPENDING PROGRAM**  
**AMENDED AND RESTATED**  
**DEPENDENT CARE REIMBURSEMENT PROGRAM**  
**"D-Care Plan"**

**ARTICLE 1**  
**INTRODUCTION**

**1.1, Establishment of Plan.** The County of Santa Cruz has determined that it is in the best interest of its employees to adopt and maintain a plan which will enable Eligible Employees to provide for care of qualified dependents in a flexible and cost effective fashion in accordance with Sections 125 and 129 of the Code. The County has previously established this flexible benefit plan for dependent care assistance and hereby amends and restates such Plan in its entirety effective December 22, 2001.

**1.2.Intent.** The purpose of this Plan is to reimburse Eligible Employees of the County for the cost of dependent care assistance incurred by them in exchange for a reduction in the amount of salary that would otherwise be payable by the County to such employees, but without such reimbursement being included in the employees' gross income for federal income, Social Security and, where permissible, state and local income tax purposes. It is the intent of the County that this Plan qualifies as a "cafeteria plan" within the meaning of Section 125 of the Code, and that any Benefits paid under the Plan be eligible for exclusion from gross income to the maximum extent possible under Section 129 of the Code. The County provides, and may continue to provide, other employee benefits to some or all of its employees. The Benefits provided under this Plan shall be in addition to and not in lieu of such other benefits, and such other benefits shall not constitute a part of this Plan. This Plan shall be interpreted, whenever possible, to comply with the terms of Sections 125 and 129 of the Code.

**ARTICLE 2**  
**DEFINITIONS**

Whenever used herein, the following terms have the following meanings unless a different meaning is clearly required by the context:

**2.1,"Administrator"** means the County or such other person or committee as may be appointed from time to time by the County to supervise the administration of the Plan.

**2.2,"Benefits"** means reimbursement under this Plan of Eligible Expenses incurred by Participants.

**2.3. "Code"** means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

**2.4. "County"** means the County of Santa Cruz, California.

**2.5. "Dependent"** means a Participant's spouse and any person for which the Participant can claim as an exemption as a dependent on the Participant's federal income tax return for that Plan Year.

**2.6. "Dependent Care Recipient"** means a Dependent who resides with the Participant in a home which the Participant (and the Participant's spouse, if married) maintains, and who is:

2.6.1 under age thirteen (13) when the care is provided; or

2.6.2 the Participant's spouse who is physically or mentally not able to care for himself or herself; or

2.6.3 a Dependent who is physically or mentally not able to care for himself or herself.

**2.7. "Dependent Care Reimbursement Plan"** means the County of Santa Cruz Flexible Spending Program Amended and Restated Dependent Care Reimbursement Program as amended from time to time.

**2.8. "Earned Income"** means all income derived from wages, salaries, tips, commissions, self-employment (as defined in Code Section 32(c)(2)(A)(ii)) and other employment compensation (such as disability benefits) but such term does not include any amounts which are: (a) received as Benefits under the Plan or any other dependent care assistance program under Code Section 129; (b) received as pension or annuity; or (c) received as unemployment or workers' compensation. In the case of a spouse who during at least five months of each of the calendar years covered by a Plan Year is a full-time student at an Educational Institution or a spouse who during any month is incapable of self-care, such spouse shall be deemed for each of such months to be gainfully employed and to have earned income in that month of (i) \$200, if the Participant incurs Eligible Expenses during the Plan Year for only one Dependent Care Recipient, and (ii) \$400, if the Participant incurs Eligible Expenses during the Plan Year for two or more Dependent Care Recipients.

**2.9. "Educational Institution"** means any educational institution which maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

2.10. "Effective Date" means the first day of Pay Period 1 of 2002, and the beginning date of the 2002 Plan Year, and the first day of Pay Period 1 of each subsequent Plan Year thereafter.

2.11. "Eligible **Employee**" means an employee of the County who is eligible to participate in the Plan under Section 3.1.

2.12. "Eligible **Expenses**" means all expenses for Qualified Dependent Care Services incurred by a Participant or his or her spouse which are paid to a Qualified Caregiver or Qualified Dependent Care Center.

2.13. "**Employee**" means any individual employed by the County.

2.14. "**Participant**" means any individual who participates in the Plan in accordance with Article 3.

2.15. "Pay **Period**" means that period consisting of two consecutive weeks, commencing 12:01 a.m. on Saturday and ending the second Friday thereafter at midnight (12:00 a.m.). Each succeeding Pay Period runs in bi-weekly cycles from the following pay period.

2.16. "**Plan**" means the County of Santa Cruz Flexible Spending Program Amended and Restated Dependent Care Reimbursement Program as set forth herein, together with any and all amendments and supplements hereto.

2.17. "**Plan Year**" means those County pay periods which constitute each tax year, commencing with Pay Period 01 and ending with Pay Period 26 of 2002, and similar periods each year thereafter.

2.18. "Qualified **Caregiver**" means a person performing Qualified Dependent Care Services who is not: (a) a Dependent; (b) a spouse of the Participant; or (c) a child of the Participant who is under the age of nineteen (19) as of the close of the Plan Year in which the Qualified Dependent Care Service was provided.

2.19. "Qualified Dependent Care **Center**" means a licensed dependent care center that provides dependent care for more than six (6) individuals and operates in compliance with all applicable state and local laws.

2.20. "Qualifying Dependent Care **Services**" means services which are performed to enable a Participant (and spouse, if applicable) to remain gainfully employed, which are related to the care of one or more Dependent Care Recipients, and which are performed either within or outside the home of the Participant. Such Qualifying Dependent Care Services must be performed within the Plan Year and after the Participant has filed an election in order to receive Benefits under the procedures described in Article 4.

## ARTICLE 3

### PARTICIPATION

**3.1. Commencement** of Participation. An Employee will become a Participant on the first day of such Employee's budgeted full-time or budgeted part-time employment with the County.

**3.2.Cessation of Participation.** An Employee will cease to be a Participant as of the earlier of (a) the date on which the Plan terminates or (b) the date on which he or she ceases to be an Eligible Employee.

**3.3.Reinstatement of Former Participant.** A former Participant will become a Participant again if and when he or she meets the eligibility requirements of Section 3.1.

## ARTICLE 4

### OPTIONAL BENEFIT COVERAGE

**4.1.General Benefits.** For so long as this Plan is continued, every Participant in the Plan shall be eligible to reduce his or her salary and receive instead Benefits for all Eligible Expenses incurred by such Participant for Qualified Dependent Care Services which are provided during the Plan Year and after the date on which the Participant has filed an election to receive such benefits under the procedures described in this Article 4. The maximum amount of such Benefits payable in response to any claim filed under the Claims Procedures described in Article 5 shall not exceed the Participant's salary reduction contributions with respect to such Benefits, minus all previous reimbursements of Eligible Dependent Care Expenses paid during the preceding portion of the Plan Year. No Benefits shall be paid hereunder for Qualified Dependent Care Services provided after the date on which any Participant ceases to be an Employee.

#### 4.2.Maximum Annual Benefits

**4.2.1** A Participant who is married at the close of a Plan Year may not receive Benefits for Eligible Expenses incurred by him or her for the Plan Year in excess of the least of

- (a) his or her Earned Income for such Plan Year; or
- (b) \$5,000 (or \$2,500 in the case of a married Participant filing a separate federal income tax return from his or her spouse); or
- (c) the Earned Income of his or her spouse for such Plan Year.

**4.2.2** A Participant who is not married at the close of a Plan Year may not receive Benefits for Eligible Expenses incurred for the Plan Year in excess of the lesser of

- (a) \$5,000; or
- (b) his or her Earned Income for the Plan Year.

Notwithstanding any of the above, the maximum Benefits paid under this Plan must also be reduced by the amount of any tax-exempt dependent care assistance benefits received by the Participant or the Participant's spouse from any other employer during the Plan Year.

**4.3.Election of Optional Coverage in Lieu of Cash.** A Participant may elect under this Plan to receive the optional coverage described in Section 4.1, to the extent available to the Participant under the Plan, in accordance with the procedures described in sections 4.4, 4.5 and 4.6. If a Participant elects coverage for a Plan Year under the Plan, the Participant's regular cash compensation for the Plan Year will be reduced by such amount as the Participant elects (up to the maximum amount of reimbursements available to the Participant under such plan), and an amount equal to the reduction in each compensation payment will be credited to a reimbursement account to be used to pay Benefits in accordance with the Plan.

**4.4.Election Procedure.** Approximately ten (10) days prior to the commencement of each Plan Year, the Administrator shall provide one or more written election forms and compensation reduction agreements to each Participant and to each other individual who is expected to become a Participant at the beginning of the Plan Year. The election forms shall be effective as of the first day of the Plan Year. Each Participant who desires the optional benefit coverage described in Section 4.1 for the Plan Year shall so specify on the appropriate election form and shall agree to a reduction in his or her compensation. The amount of the reduction in the Participant's compensation for the Plan Year for coverage elected by the Participant under the Plan shall be the coverage amount elected by the Participant, subject to the limitations of the Plan. Each election form must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's compensation reduction agreement will apply.

**4.5.New Participants.** Before, or as soon as practicable after, an individual becomes a Participant under Section 3.1 or 3.3 the Administrator shall provide the written election form and compensation reduction agreement described in Section 4.4 to the individual. If the individual desires the optional benefit coverage described in Section 4.1 for the balance of the Plan Year, the individual shall so specify on the election forms and shall agree to a reduction in his or her compensation as provided in Section 4.4. The election forms must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the individual's compensation reduction will apply.

**4.6.Failure to Return Election Forms.** An Eligible Employee's failure to return a completed election form under Section 4.4 or 4.5 to the Administrator on or before the specified due date for the initial Plan Year of the Plan, or for the Plan Year in which he or she first becomes an Eligible Employee, shall constitute an election to receive his or her full compensation in cash. An Eligible Employee's failure to return a completed election form to the Administrator under Section 4.4 or 4.5 relating to coverage under the Plan on or before the specified due date for any Plan Year shall constitute an election by the Eligible Employee of cash compensation in lieu of such coverage, regardless of any election in effect during the preceding Plan Year.

**4.7.Irrevocability of Election by the Participant During the Plan Year.**

4.7.1 Any election made under the Plan (including an election made through inaction under Section 4.6) shall be irrevocable by the Participant during the Plan Year except as otherwise provided in 4.7.2 below.

4.7.2 A Participant may revoke an election in writing for the balance of the Plan Year and, if desired, file a new election in writing if both the revocation and the new election are (a) consistent with the terms of the Plan, (b) made on account of and consistent with a change in family status, and (c) made within thirty (30) days of such change in status. For this purpose, a change in family status includes the marriage or divorce of the Participant, the death of the Participant's spouse or a dependent, the birth or adoption of a child of the Participant, the termination or commencement of employment of the Participant's spouse, the switching from part-time to full-time employment status (or vice versa) by the Participant or the Participant's spouse, the taking of an unpaid leave of absence by the Participant or the Participant's spouse, and such other events that the Administrator determines will permit the revocation of an election (and, if applicable, the filing of a new election) during a Plan Year under regulations and rulings of the Internal Revenue Service.

**4.8.Nondiscriminatory Benefits.** The Plan is intended not to discriminate in favor of highly compensated individuals or participants (as defined in Code Section 125(e)) as to eligibility to participate, contributions or Benefits, and to comply in this respect with the requirements of the Code. If the operation of the Plan in any Plan Year would result in such discrimination, then the County may select and exclude from coverage under the Plan such highly compensated individuals or Participants, reduce contributions or Benefits, or both under the Plan by such highly compensated individuals or Participants, all as shall be necessary to assure that, in the judgment of the County, the Plan does not discriminate.

**4.9. Automatic Termination of Election.** Any election made under this Plan (including an election made through inaction under Section 4.6) shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under the Plan may continue if and to the extent provided by the Plan. In the event such a former Participant again becomes a Participant before the end of the same Plan Year, the elections previously in effect for the Participant shall automatically be reinstated for the balance of the Plan Year.

**4.10. Cessation of Required Contributions.** Nothing in this Plan shall prevent the cessation of coverage or benefits under the Plan, in accordance with the terms of the Plan, on account of a Participant's failure to pay the Participant's share of the cost of such coverage or benefits, through compensation reduction or otherwise.

**4.11. Forfeiture of Unused Benefits.** A Participant shall receive no reimbursement for Benefits elected, but unused, during a Plan Year for any reason.

## ARTICLE 5

### CLAIM PROCEDURES

**5.1. Claims for Benefits.** Each Participant who desires to receive reimbursement under the Plan for Eligible Expenses incurred for Qualified Dependent Care Services shall submit to the Payroll Unit of the Auditor's Office of the County, at the time indicated in Section 5.2, a specified claim form provided by the County together with necessary receipts for Eligible Expenses. Each Participant who desires to receive reimbursement under the Plan shall certify or



provide factual information, as specified by the County, which is necessary to verify that: the Participant meets the tests under the Code for a dependent care assistance plan; Eligible Expense requirements are met; and that the Participant will include on his or her income tax returns the name, address, and (except when tax exempt) the taxpayer identification number of the provider of the Qualified Dependent Care Services.

**5.2. Time Limits.** No Benefits will be paid in a Plan Year for services provided or received after termination of participation in that Plan Year. No Benefits will be paid for a Plan Year unless the Participant applies for such reimbursement by the January 31<sup>st</sup> following the end of that Plan Year.

## ARTICLE 6

### PAYMENT OF BENEFITS

**6.1. Source of Benefit Payments.** The sole source of payments of Benefits under this Plan shall be the unfunded accounts established for each Participant pursuant to his or her election under Article 4 to receive such Benefits. The County shall pay to each Participant the Benefits which he/she is entitled to receive under this Plan, and his or her reimbursement account under the Plan shall be debited accordingly. The aggregate reimbursements made as of any point during the Plan Year shall not exceed the Participant's total Plan contributions for Benefits made up to that time during the Plan Year.

**6.2. Forfeitability of Unpaid Benefits.** Any balance remaining in the Participant's reimbursement account after reimbursement for all Eligible Expenses for a Plan Year shall be forfeited to the County by the Participant, and the account balance reduced to zero.

**6.3. Annual Statement.** The County shall forward to each Participant receiving Benefits during any Plan Year a statement that shall show the total Plan contributions for Benefits during the Plan Year. Such statement shall appear on the Participant's Form W-2, and shall be furnished to the Participant by the January 31<sup>st</sup> following the end of such Plan Year. The County may also, as determined by the County, provide a statement of total benefits received during any Plan Year by February 28<sup>th</sup> following the end of the Plan Year.

## ARTICLE 7

### PROCEDURES FOR RESOLUTION OF DISPUTES

**7.1. Authority of County.** The County shall have the exclusive power and authority to interpret the provisions of this Plan and to resolve any disputes arising under the Plan. Any dispute related to the interpretation or administration of the Plan shall be resolved in accordance with the procedures set forth in this Article 7.

**7.2. Filing a Protest.** If an Eligible Employee or Participant has any disagreement with a determination of the County regarding the interpretation or administration of the terms and conditions of the Plan, he or she may file a protest with the County stating his or her objection to the determination and setting forth facts sufficient to apprise the County of the basis for his or

her objection. A protest will be considered only if it is in writing and delivered in person or by first class mail to the Employee Relations Division of the County Personnel Department.

**7.3.Appeal.**If a protest is wholly or partially denied, notice of the decision shall be furnished by the County to the Participant or Eligible Employee within ninety (90) days after actual receipt of the protest by the County. If special circumstances require an extension of time for processing the protest, written notice of the extension shall be furnished to the Participant or Eligible Employee prior to the end of the ninety (90) day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the County expects to render the final decision. The following information must be provided in a written notice to the Participant or Eligible Employee whose protest has been denied:

7.3.1 Specific reason(s) for the denial;

7.3.2 Specific reference to the pertinent Plan provision on which the denial is based;

7.3.3 A description of any additional material or information necessary for the Participant or Eligible Employee to perfect the protest and an explanation of why such material or information is necessary;

7.3.4 Appropriate information as to the steps to be taken if the Participant or Eligible Employee wishes to submit his or her protest for review; and

7.3.5 Notice that the Participant or Eligible Employee or his or her duly authorized representative has a reasonable opportunity to appeal the denial of a protest, including but not limited to:

(a) Requesting a review upon written application to the Plan;

(b) Reviewing pertinent documents; and

(c) Submitting issues and comments in writing.

## **ARTICLE 8**

### **EMPLOYER CONTRIBUTIONS**

All contributions to the Plan shall be designated and deemed to be County contributions. These County contributions are made pursuant to elections made or deemed made under Article 4 which shall have the effect of salary reduction agreements between each Participant and the County. A separate fund or trust may, but need not, be established by the County as necessary to hold any contribution to be later transferred to Participants as Benefits hereunder.

## ARTICLE 9

### ADMINISTRATION OF PLAN

**9.1. Plan Administrator.** The administration of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

9.1.1 To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;

9.1.2 To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;

9.1.3 To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

9.1.4 To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and

9.1.5 To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing. Notwithstanding the foregoing, any claim which arises under the Plan shall not be subject to review under this Plan, and the Administrator's authority under this Section 5.1 shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan.

**9.2. Examination of Records.** The Administrator will make available to each Participant such of its records under the Plan as pertain to the Participant, for examination at reasonable times during normal business hours.

**9.3. Reliance on Tables, Etc.** In administering the Plan, the Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by, or in accordance with the instructions of, the administrators of the Plan, or by accountants, counsel or other experts employed or engaged by the Administrator.

**9.4. Nondiscriminatory Exercise of Authority.** Whenever, in the administration of the Plan, any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

**9.5. Indemnification of Administrator.** The County agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member

of a committee designated as Administrator (including any Employee or former Employee who formerly served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the County) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

## ARTICLE 10

### AMENDMENT AND TERMINATION OF PLAN

The Plan may at any time be amended or terminated by a written instrument signed by an authorized representative of the Board of Supervisors of the County.

## ARTICLE 11

### MISCELLANEOUS

**11.1. Information to be Furnished.** Participants shall provide the County and Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

**11.2. Limitation of Rights.** Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the County or Administrator, except as provided herein.

**11.3. Not an Employee Contract.** This Plan shall not be deemed to constitute a contract between the County and any Eligible Employee or Participant or to be a consideration or any inducement for the employment of any Participant or Eligible Employee. This Plan shall not be deemed to give any Participant or Eligible Employee the right to be retained in the service of the County or to interfere with the right of the County to discharge any Participant or Eligible Employee at any time regardless of the effect which such discharge shall have upon such person as a Participant in this Plan. This Plan shall not be deemed to give the County the right to require any Participant or Eligible Employee to remain in the employ of the County or to restrict any such person's right to terminate employment at any time.

**11.4. Non-alienation of Benefits.** Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments to the support of a spouse or a former spouse, or for any other relative of any Participant or Eligible Employee, prior to actually be received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable under this Plan, shall be void. The County shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under this Plan.

**11.5. Severability.** If any provision of this Plan shall be held invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Plan, and this Plan shall be construed and enforced as if such illegal or invalid provisions had never been included.

**11.6. Gender and Number.** In the construction of the Plan, reference to any gender shall include the masculine, feminine and neuter genders, the plural shall include the singular and the singular the plural, whenever appropriate.

**11.7. Additional Procedures.** Any rules or procedures that may be necessary for the proper administration or functioning of the Plan may be promulgated or adopted by the County.

**11.8. Benefits Solely From General Assets.** Any amount by which a Participant's compensation is reduced under this Plan will remain part of the general assets of the County;

11.8.2 Nothing herein will be construed to require the County or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant; and

11.8.3 No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the County from which any payment under the Plan may be made.

**11.9. Governing Law.** This Plan shall be construed, administered and enforced according to the laws of California.

**IN WITNESS WHEREOF**, the County has caused this Plan to be executed in its name and behalf this \_\_\_\_ day of \_\_\_\_\_ 2001, by its officer thereunto duly authorized.

COUNTY OF SANTA CRUZ

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

**COUNTY OF SANTA CRUZ  
FLEXIBLE SPENDING PROGRAM AMENDED AND RESTATED  
DEPENDENT CARE REIMBURSEMENT PROGRAM  
ENROLLMENT FORM**

I hereby elect to participate in the County of Santa Cruz Flexible Spending Program Amended and Restated Dependent Care Reimbursement Program ("D-Care Plan") and I request and authorize that the amount of \$\_\_\_\_\_ be withheld from each of my bi-weekly paychecks during the Plan Year for the purpose of funding my dependent care assistance account. I understand that this salary reduction will be effective beginning Pay Period One (12/22/01-01/04/02) in Calendar Year 2002, or if I am hired after Pay Period One in Calendar Year 2002, this salary reduction will be effective the pay period following my first pay period of employment with the County of Santa Cruz ("County") and will remain in effect until the last Pay Period of Calendar Year 2002 (12/07/02-12/20/02).

I understand that:

- Unless there is a change in my family status specifically provided for in the D-Care Plan, I cannot change or revoke this benefit election prior to the beginning of the next plan year.
- I must submit claims for reimbursement of all eligible expenses prior to January 31, 2003. Any funds remaining in my dependent care assistance account as of January 31, 2003 will be forfeited to the County and will not be refunded to me.
- These dependent care expenses may not be used to claim any Federal income tax deduction or credit (including the dependent care tax credit). I agree to file IRS Form 2441 with my tax return and provide the name, address, social security number or taxpayer identification number for all dependent care providers (persons or organizations) on my federal income tax return.
- Prior to the beginning of each plan year, I will be required to re-elect my coverage under the D-Care Plan for the following plan year. If I do not complete and return a new election form at that time, I will have elected no coverage for the following plan year.

PLEASE PRINT:

Employee Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Social Security Number: \_\_\_\_\_ Employee Number: \_\_\_\_\_

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

**PLEASE RETURN THIS FORM TO THE AUDITOR CONTROLLER'S OFFICE**

**COUNTY OF SANTA CRUZ  
FLEXIBLE SPENDING PROGRAM AMENDED AND RESTATED  
DEPENDENT CARE REIMBURSEMENT PROGRAM  
CHANGE IN ENROLLMENT FORM**

I have reviewed the provisions of the County of Santa Cruz Flexible Spending Program Amended and Restated Dependent Care Reimbursement Program ("D-Care Plan") and wish to change my participation for the remainder of the 2002 Plan Year because the following change in my family status has occurred (please specify the event, the date the event occurred, and the names of the dependents involved):

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I hereby request and authorize that the amount of \$\_\_\_\_\_ be withheld from each of my bi-weekly paychecks during the remainder of the Plan Year for the purpose of funding my dependent care assistance account.

I understand that I can change my participation in the D-Care Plan only for those specific reasons provided for in the D-Care Plan. I also understand that if I do not make a change in participation within the time frames required by the D-Care Plan, I will not be permitted to make a change for the remainder of the plan year.

PLEASE PRINT:

Employee Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Employee Number: \_\_\_\_\_

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

**PLEASE RETURN THIS FORM TO THE AUDITOR CONTROLLER'S OFFICE**

**COUNTY OF SANTA CRUZ**  
**AMENDED AND RESTATED**  
**H-CARE: HEALTH CARE REIMBURSEMENT PLAN**

**ARTICLE 1**

**INTRODUCTION**

**1.1. Establishment of Plan.** The County of Santa Cruz is hereby amending and restating the cafeteria plan for its eligible employees. This plan, known as the Amended and Restated H-Care: Health Care Reimbursement Plan was originally effective December 13, 1997, and shall continue yearly thereafter until terminated in accordance with Article 7. The Plan is designed to provide eligible employees a means of making employee health care contributions in a manner permitted by the Internal Revenue Service.

**1.2. Legal Intent.** Under the Plan, eligible employees will have the choice between taxable compensation and a nontaxable benefit in the form of health care coverage where there is an employee contribution due. Thus, the Plan will constitute a "Cafeteria plan" within the meaning of Code Section 125.

**ARTICLE 2**

**DEFINITIONS**

Whenever used herein, the following terms have the following meanings unless a different meaning is clearly required by the context:

**2.1. "Administrator"** means the County or such other person or committee as may be appointed from time to time by the County to supervise the administration of the Plan.

**2.2. "Code"** means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

**2.3. "County"** means the County of Santa Cruz, California.

**2.4. "Effective Date"** means the first day of Pay Period 1 of 2002, and the beginning date of the 2002 Plan Year, and the first day of Pay Period 1 of each subsequent Plan Year thereafter.



**2.5. “Eligible Employee”** means an employee of the County who is eligible to participate in the Plan under Section 3.1.

**2.6. “Employee”** means any individual employed by the County.

**2.7. “Participant”** means any individual who participates in the Plan in accordance with Article 3.

**2.8. “Pay Period”** means that period consisting of two consecutive weeks, commencing 12:01 a.m. on Saturday and ending the second Friday thereafter at midnight (12:00 a.m.). Each succeeding Pay Period runs in bi-weekly cycles from the following pay period.

**2.9. “County Offered Medical Plans”** means the medical plans provided to County Employees and eligible dependents through the Public Employees’ Medical and Hospital Care Act as authorized by resolutions of the Board of Supervisors of the County and other medical plans offered under the various bargaining agreements.

**2.10. “Plan”** means the County of Santa Cruz Amended and Restated H-Care: Health Care Reimbursement Plan as set forth herein, together with any and all amendments and supplements hereto.

**2.11. “Plan Year”** means those County pay periods which constitute each tax year, commencing with Pay Period 01 and ending with Pay Period 26 of 2002, and similar periods each year thereafter.

### ARTICLE 3

#### PARTICIPATION

**3.1. Initial Eligibility.** An Employee will become a Participant on the first day of the first full Pay Period after the individual becomes an Employee and enrolled in a group medical plan available through his or her employment with the County.

**3.2. Cessation of Participation.** An Employee will cease to be a Participant as of the earlier of (a) the date on which the Plan terminates, or (b) the date on which he or she ceases to be an Eligible Employee, or (c) the date on which the eligible employee has a qualifying election change revocation under Section 4.7.

**3.3. Reinstatement of Former Participant.** A former Participant will become a Participant again if and when he or she meets the eligibility requirements of Section 3.1.

## ARTICLE 4

### OPTIONAL BENEFIT COVERAGE

**4.1. Coverage Option.** Each Participant may choose under this Plan to receive his or her full taxable compensation for any Plan Year or to have a portion of it applied by the County toward the cost of coverage available to the Participant under any of the County offered medical plans.

**4.2. Description of Optional Coverage.** While the election of the optional coverage described in Section 4.1 may be made under this Plan, the coverage and benefits thereunder will be provided not by this Plan but by the County offered medical plans. The types and amounts of benefits available under such plans, the requirements for participating in such plans, and the other terms and conditions of coverage and benefits under such plans are as set forth from time to time in the County offered medical plans, and in the group insurance contracts and prepaid health plan contracts that constitute (or are incorporated by reference in) such plans. The benefit descriptions in such plans and contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

**4.3. Election of Optional Coverage in Lieu of Taxable Compensation.** A Participant may elect under this Plan to receive the optional coverage described in Section 4.1, to the extent available to the Participant under the applicable plans, in accordance with the procedures described in sections 4.4, 4.5 and 4.6. If a Participant elects coverage for a Plan Year under any County offered medical plan, the Participant's regular compensation will be reduced for the Plan Year, and an amount equal to the reduction in each compensation payment will be contributed by the County under such plan to cover the Participant's share of the cost of such coverage as determined by the County. The balance of the cost of each such coverage shall be paid by the County under this Plan with nonelective County contributions.

**4.4. Election Procedure.** Approximately twenty (20) days prior to the commencement of each Plan Year, the Administrator shall provide written election forms and compensation reduction agreements to Participants and to other individuals who are expected to become Participants at the beginning of the Plan Year. The election forms shall be effective as of the first day of the Plan Year. Each Participant who desires the optional benefit coverage described in Section 4.1 for the Plan Year shall so specify on the appropriate election form or forms and shall agree to a reduction in his or her compensation. The amount of the reduction in the Participant's compensation for the Plan Year for coverage under any County offered medical plan shall equal the Participant's share of the cost of such coverage. Each election form must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's compensation reduction agreement will apply.

**4.5. New Participants.** Before, or as soon as practicable after, an individual becomes a Participant under Section 3.1 or 3.3 the Administrator shall provide the written election forms and compensation reduction agreements described in Section 4.4 to the individual. If the individual desires the optional benefit coverage described in Section 4.1 for the balance of the Plan Year, the individual shall so specify on the election forms and shall agree to a reduction in his or her compensation as provided in Section 4.4. The election forms must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the individual's compensation reduction will apply.

**4.6. Failure to Return Election Forms.** A Participant's failure to return a completed election form under Section 4.4 or 4.5 to the Administrator on or before the specified due date for the initial Plan Year of the Plan, or for the Plan Year in which he or she becomes a Participant, shall constitute an election to receive his or her full taxable compensation. A Participant's failure to return a completed election form to the Administrator relating to coverage under any County offered medical plan on or before the specified due date for any subsequent Plan Year shall constitute (a) a re-election of the same coverage or coverages, if any, under such plans as were in effect just prior to the end of the preceding Plan Year, and (b) an agreement to a reduction in the Participant's compensation for the subsequent Plan Year equal to the Participant's share of the cost during such Plan Year of each such coverage.

**4.7. Irrevocability of Election by the Participant During the Plan Year.**

4.7.1 Any election made under the Plan (including an election made through inaction under Section 4.6) shall be irrevocable by the Participant during the Plan Year except as otherwise provided in subsections 4.7.2 or 4.7.3, below.

4.7.2 A Participant may revoke an election in writing for the balance of the Plan Year and, if desired, file a new election in writing if both the revocation and the new election are (1) consistent with the terms of the County offered medical plan in question, and (2) made on account of and consistent with a change in family status and (3) made within thirty (30) days of such change in status. For this purpose, a change in family status includes the marriage or divorce of the Participant, the death of the Participant's spouse or a dependent, the birth or adoption of a child of the Participant, the termination or commencement of employment of the Participant's spouse, the switching from part-time to full-time employment status (or vice versa) by the Participant or the Participant's spouse, the taking of an unpaid leave of absence by the Participant or the Participant's spouse, a significant change in the health coverage of the Participant or the Participant's spouse attributable to the spouse's employment, and such other events that the Administrator determines will permit the revocation of an election (and, if applicable, the filing of a new election) during a Plan Year under regulations and rulings of the Internal Revenue Service.

4.7.3 In the case of coverage under a County offered medical plan which is provided by an independent third party provider, if:

(a) the Participants' share of the cost of such coverage significantly increases as a result of a significant cost increase by the independent third party provider, or

(b) such coverage ceases or is significantly curtailed,

the Administrator may permit all Participants electing such coverage for the Plan Year to revoke their elections for the balance of the Plan Year, provided that similar coverage is elected under a County offered medical plan for the balance of the Plan Year. Any revocation and new election under this Section 4.7 shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the revocation and new election.

**4.8. Nondiscriminatory Benefits.** The Plan is intended not to discriminate in favor of highly compensated individuals or participants (as defined in Code Section 125(e)) as to eligibility to participate, contributions or Benefits, and to comply in this respect with the requirements of the Code. If the operation of the Plan in any Plan Year would result in such discrimination, then the County may select and exclude from coverage under the Plan such highly compensated individuals or Participants, reduce contributions or Benefits, or both under the Plan by such highly compensated individuals or Participants, all as shall be necessary to assure that, in the judgment of the County, the Plan does not discriminate.

**4.9. Adjustment of Compensation Reductions.** If the cost of coverage provided by an independent third-party provider under a County offered medical plan increases or decreases during a Plan Year, a corresponding change shall be made in the compensation reductions of all Participants receiving such coverage in an amount to be determined by the Administrator.

**4.10. Automatic Termination of Election.** Any election made under this Plan (including an election made through inaction under Section 4.6) shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under the County offered medical plan in question may continue if and to the extent provided by such plan. In the event such a former Participant again becomes a Participant before the end of the same Plan Year, the elections previously in effect for the Participant shall automatically be reinstated for the balance of the Plan Year.

**4.11. Maximum Elective Contributions.** The maximum amount of elective contributions under the Plan for any Participant shall be the amount set forth on Schedule A hereto, as amended from time to time pursuant to Article 7.

**4.12. Cessation of Required Contributions.** Nothing in this Plan shall prevent the cessation of coverage or benefits under any County offered medical plan, in accordance with the terms of such plan, on account of a Participant's failure to pay the Participant's share of the cost of such coverage or benefits, through compensation reduction or otherwise.

## ARTICLE 5

### ADMINISTRATION OF PLAN

**5.1. Plan Administrator.** The administration of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

5.1.1 To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;

5.1.2 To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;

5.1.3 To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

5.1.4 To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and

5.1.5 To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing. Notwithstanding the foregoing, any claim which arises under any County offered medical plan shall not be subject to review under this Plan, and the Administrator's authority under this Section 5.1 shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan.

**5.2. Examination of Records.** The Administrator will make available to each Participant such of its records under the Plan as pertain to the Participant, for examination at reasonable times during normal business hours.

**5.3. Reliance on Tables, Etc.** In administering the Plan, the Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by, or in accordance with the instructions of, the administrators of the County offered medical plans, or by accountants, counsel or other experts employed or engaged by the Administrator.

**5.4. Nondiscriminatory Exercise of Authority.** Whenever, in the administration of the Plan, any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

**5.5. Indemnification of Administrator.** The County agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who formerly served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the County) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

## ARTICLE 6

### PROCEDURES FOR RESOLUTION OF DISPUTES

**6.1. Authority of County.** The County shall have the exclusive power and authority to interpret the provisions of this Plan and to resolve any disputes arising under the Plan. Any dispute related to the interpretation or administration of the Plan shall be resolved in accordance with the procedures set forth in this Article 6.

**6.2. Filing a Protest.** If a Participant has any disagreement with a determination of the County regarding the interpretation or administration of the terms and conditions of the Plan, he/she may file a protest with the County stating his or her objection to the determination and setting forth facts sufficient to apprise the County of the basis for his or her objection. A protest will be considered only if it is in writing and delivered in person or by first class mail to the Risk Management Division of the County Personnel Department.

**6.3. Appeal.** If a protest is wholly or partially denied, notice of the decision shall be furnished by the County to the Participant within ninety (90) days after actual receipt of the protest by the County. If special circumstances require an extension of time for processing the protest, written notice of the extension shall be furnished to the Participant prior to the end of the ninety (90) day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the County expects to render the final decision. The following information must be provided in a written notice to the Participant whose protest has been denied:

6.3.1 Specific reason(s) for the denial;

6.3.2 Specific reference to the pertinent Plan provision on which the denial is based;

6.3.3 A description of any additional material or information necessary for the Participant to perfect the protest and an explanation of why such material or information is necessary;

6.3.4 Appropriate information as to the steps to be taken if the Participant wishes to submit his or her protest for review; and

6.3.5 That the Participant or his or her duly authorized representative has a reasonable opportunity to appeal the denial of a protest, including but not limited to:

- (a) Requesting a review upon written application to the Plan;
- (b) Reviewing pertinent documents;
- (c) Submitting issues and comments in writing.

## ARTICLE 7

### AMENDMENT AND TERMINATION OF PLAN

The Plan may at any time be amended or terminated by a written instrument signed by the Board of Supervisors of the County. From time to time, the Administrator shall update Schedule A hereto to show the maximum amount of elective contributions which may be made under the Plan.

## ARTICLE 8

### MISCELLANEOUS

**8.1. Information to be Furnished.** Participants shall provide the County and Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

**8.2. Limitation of Rights.** Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the County or Administrator, except as provided herein.

**8.3. Not an Employee Contract.** This Plan shall not be deemed to constitute a contract between the County and any Participant or to be a consideration or any inducement for the employment of any Participant. This Plan shall not be deemed to give any Participant the right to be retained in the service of the County or to interfere with the right of the County to discharge any Participant at any time regardless of the effect which such discharge shall have upon such person as a Participant in this Plan. This Plan shall not be deemed to give the County the right to require any Participant to remain in the employ of the County or to restrict any such person's right to terminate employment at any time.

**8.4. Non-alienation of Benefits.** Benefits payable under this Plan shall not be subject to any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments to the support of a spouse or a former spouse, or for any other relative of any Participant, prior to actually be received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable under this Plan, shall be void. The County shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under this Plan.

**8.5. Severability.** If any provision of this Plan shall be held invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Plan, and this Plan shall be construed and enforced as if such illegal or invalid provisions had never been included.

**8.6. Gender and Number.** In the construction of the Plan, reference to any gender shall include the masculine, feminine and neuter genders, the plural shall include the singular and the singular the plural, whenever appropriate.

**8.7. Additional Procedures.** Any rules or procedures that may be necessary for the proper administration or functioning of the Plan may be promulgated or adopted by the County.

**8.8. Benefits Solely From General Assets.**

8.8.1 Any amount by which a Participant's compensation is reduced under this Plan will remain part of the general assets of the County;

8.8.2 Nothing herein will be construed to require the County or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant; and

8.8.3 No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the County from which any payment under the Plan may be made.

**8.9. Governing Law.** This Plan shall be construed, administered and enforced according to the laws of California.

IN WITNESS WHEREOF, the County has caused this Plan to be executed in its name and behalf this \_\_\_\_\_ day of \_\_\_\_\_ 2001, by its officer thereunto duly authorized.

COUNTY OF SANTA CRUZ

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



**COUNTY OF SANTA CRUZ  
AMENDED AND RESTATED  
H-CARE: HEALTH CARE REIMBURSEMENT PLAN  
ENROLLMENT FORM**

0077

I have enrolled for medical care coverage for:  
\_\_\_\_ myself      \_\_\_\_ myself and my dependents.

I hereby elect to receive my medical care coverage under the County of Santa Cruz Amended and Restated H-Care: Health Care Reimbursement Plan ("H-Care Plan"). Any previous election and compensation reduction agreement under the H-Care Plan is hereby revoked.

I and the County of Santa Cruz ("County") agree that my regular pay will be reduced by the amount of my required contribution for medical care coverage, effective Pay Period One for Calendar Year 2002 (12/22/01), or if I am hired on or after Pay Period One in Calendar Year 2002, this salary reduction will be effective the first full Pay Period after I become an employee and enrolled in a County offered group medical plan, and continuing for each succeeding Pay Period until this agreement is amended or terminated.

I understand that:

- Unless there is a change in my family status specifically provided for in the H-Care Plan, I cannot change or revoke this benefit election prior to the next plan year. If I add or drop dependents during the tax year for any reason other than those within the H-Care Plan, or if I neglect to add or delete a dependent within the time lines specified in the H-Care Plan, my contributions will continue at the current levels. I will be required to pay for the resulting increase in after-tax dollars. Any excess contributions I have made will be forfeited.
- My deductions for the H-Care Plan will be adjusted automatically during the tax year for any rate adjustments to any group medical plan available to me through my employment with the County.
- 9 Prior to the beginning of each plan year, I will be offered the opportunity to change my H-Care Plan coverage for the following plan year. If I do not complete and return a new election form at that time, I will be treated as having elected to continue for the new plan year the coverage in effect for me just prior to the new plan year. In addition, this compensation reduction agreement will continue by its terms in the amount of the required group medical plan premium. In order to terminate from the plan, I must provide the Risk Management Division of the Personnel Department with my request to terminate, in writing, during the enrollment period prior to the next tax year.

**PLEASE PRINT:**

Employee Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Employee Number: \_\_\_\_\_

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

**PLEASE RETURN THIS FORM TO THE RISK MANAGEMENT DIVISION OF THE  
PERSONNEL DEPARTMENT**

**COUNTY OF SANTA CRUZ  
AMENDED AND RESTATED  
H-CARE: HEALTH CARE REIMBURSEMENT PLAN  
CHANGE IN ENROLLMENT FORM**

0078

I hereby certify that I am a County of Santa Cruz ("County") employee currently enrolled in a group medical plan available through my employment with the County.

I have reviewed the provisions of the County of Santa Cruz Amended and Restated H-Care: Health Care Reimbursement Plan ("H-Care Plan") and wish to change my participation for the remainder of the 2002 Plan Year because the following change in my family status has occurred (please specify the event, the date the event occurred, and the names of the dependents involved):

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I understand that I can discontinue participation in the H-Care Plan only for those specific reasons provided for in the H-Care Plan. I also understand that, should I add or drop dependents during the tax year for any reason other than those specified in the H-Care Plan, or if I do not add or drop dependents within the specific time limits provided in the H-Care Plan, my contributions to the H-Care Plan will continue at the current level. In addition, I understand that I must pay for resulting increases in contributions in after-tax dollars and that any excess withholdings for the H-Care Plan will be forfeited.

**PLEASE PRINT:**

Employee Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Social Security Number: \_\_\_\_\_ Employee Number: \_\_\_\_\_

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

**PLEASE RETURN THIS FORM TO THE RISK MANAGEMENT DIVISION OF THE  
PERSONNEL DEPARTMENT**

