

## RETIREE MEDICAL INSURANCE REIMBURSEMENT PLAN

**Establishment of the Retiree Medical Insurance Reimbursement Plan:** The City and County of Broomfield (hereinafter referred to as the “Employer”) originally established the Retiree Medical Insurance Reimbursement Plan (hereinafter referred to as the “Plan”) effective August 1, 1989 and has since amended and restated the Plan. The Employer hereby amends and restates the Plan for the exclusive benefit of its Eligible Retirees effective October 1, 2004.

### **Definitions:**

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended by Congress in 1986 and 1989 and further amended by the Health Insurance Portability and Accountability Act of 1996. This Act allows eligible persons who lose coverage under their employer sponsored group health plan due to certain qualifying events to elect continued coverage at their own expense.

Dependent means the lawful spouse (Including common-law) of the Retiree.

Employee means a full-time employee who worked for the Employer and was hired to work in a continual, year-round position for a minimum of 2,080 hours in a calendar year (or proportionately less for an employee hired during the calendar year). Part-time and temporary employees are not included in this definition.

Employer means the City and County of Broomfield, a municipal corporation and county.

Participant means a Retiree who has commenced participation in the Plan in accordance with the section titled “Eligibility and Commencement of Participation.”

Plan means the Retiree Medical Insurance Reimbursement Plan.

Plan Year means every January 1 through December 31.

Qualified Medical Insurance Policy means a health insurance policy or long-term care policy issued by a licensed insurance company including Medicare. This would also include the Retiree’s or Dependent’s participation in continuation insurance under COBRA sponsored by the Employer.

Qualified Medical Insurance Premium means premiums for a Qualified Medical Insurance Policy issued by a licensed insurance company.

Retiree means a person who (1) has worked for the Employer as a full-time employee for at least 20 years, and (2) is at least 55 years of age, and (3) is no longer an Employee.

**Eligibility and Commencement of Participation:** A Retiree who worked full-time for the Employer for at least 20 years, who is at least 55 years old, and who is no longer an Employee is eligible to receive a monthly reimbursement amount for Qualified Medical Insurance Premium payments. Each Retiree shall become a Participant on the later of the Effective Date of this Plan or the first day of the month following the date the Employee becomes a Retiree. However, Retirees who do not purchase a Qualified Medical Insurance Policy until after their date of eligibility will be reimbursed effective the month following the purchase of the policy. Retirees are responsible for submitting claims of reimbursement to the Employer. The Employer will not send reminder notices.

**Termination of Participation:** A Retiree shall cease to be a Participant in the Plan on the earliest of the following:

1. The date the Retiree dies, or
2. The date the Plan is terminated.

A Dependent shall cease to be eligible in the Plan on the earliest of the following:

1. The date in which the Retiree ceases to be eligible under this Plan, or
2. The date the Retiree dies, or
3. The date the Plan is terminated.

**Participation Upon Regaining Eligibility:** A Retiree or Dependent shall become eligible on the first day of the month following the date he or she regains eligibility.

**No Guarantee of Tax Consequences:** The Employer does not make any commitment or guarantee that any amounts paid to the Retiree will be excludable from the gross income of the Retiree for federal or state income purposes, or that any federal or state tax treatment will apply to or be available to the Retiree. It shall be the obligation of each Retiree to determine whether any payment under this Plan is excludable from the gross income of the Retiree for federal or state income tax purposes, and to take appropriate action if the Retiree has reason to believe that any payment is not excludable. The Employer is not liable for any taxes or penalties owed by the Retiree with respect to such amounts.

**Plan Amendments:** The Employer reserves the right to amend the Plan at any time.

**Plan Termination:** The Employer reserves the right to terminate the Plan at any time.

**Claim for Reimbursement:** A Retiree may apply for reimbursement of Qualified Medical Insurance Premium not less frequently than monthly. The Retiree must provide a copy of the Qualified Medical Insurance Policy and proof of premium costs paid to the Employer's Human Resources Department. Maximum monthly limits for reimbursement amounts are based on the number of years of full-time service as listed below. The name of the Retiree and/or the Dependent must appear on the Qualified Medical Insurance Policy to be eligible for reimbursement.

**Deadline for Reimbursement:** The Retiree must submit claims for reimbursement within sixty days of the end of the Plan Year in which the premium charges were incurred. Any claims for reimbursement filed after this period shall be denied.

**Payment for Reimbursement:** Reimbursement will be made directly to the Retiree, and not directly to the insurance company.

**Right of Recovery:** If the Employer makes any payment that according to the terms of the Plan should not have been made, the Employer may recover that incorrect payment, regardless of the reason for the incorrect payment, from the Retiree. The Employer reserves the right to deduct the amount of the overpayment from future payments.

**Monthly Limits:** Based on the number of years of full-time service, as follows:

Years of Full-Time Service	Monthly Reimbursement Amount
20 years, but less than 21 years	Up to \$200
21 years, but less than 22 years	Up to \$220
22 years, but less than 23 years	Up to \$240
23 years, but less than 24 years	Up to \$260
24 years, but less than 25 years	Up to \$280
25 years, but less than 26 years	Up to \$300
26 years, but less than 27 years	Up to \$320
27 years, but less than 28 years	Up to \$340

28 years, but less than 29 years	Up to \$360
29 years, but less than 30 years	Up to \$380
30 years or more	Up to \$400