# **MERS Health Care Savings Program Participation Agreement**



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

	(Name of municipality or court)				
Mu	inicipality Number: Division Number:				
EFI	EFFECTIVE DATE				
1.	If this is the initial Participation Agreement relating to the MERS Health Care Savings Prografor this covered group, the effective date of the program here adopted shall be:				
	(Date)				
2.	If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective:  (Date)				
	Note: You only need to mark changes to your plan throughout the remainder of this Agreeme				
00	COVERED EMPLOYEE GROUPS A participating Employer may cover all of its employee groups, bargaining units, or personnel/employee classifications ("Covered Group") in the same Health Care Savings Program plan. Contributions shall be made on the same basis within each Covered Group according to the associated HCSP Contribution Addendum, remitted as directed by the Program Administrat This agreement encompasses the following group(s):				
A p em Coi ass	ployee classifications ("Covered Group") in the same Health Care Savings Program plan.  ntributions shall be made on the same basis within each Covered Group according to the sociated HCSP Contribution Addendum, remitted as directed by the Program Administrator.				
A p em Coi ass	ployee classifications ("Covered Group") in the same Health Care Savings Program plan.  ntributions shall be made on the same basis within each Covered Group according to the sociated HCSP Contribution Addendum, remitted as directed by the Program Administrator.				

#### V. EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

for each Eligible Employee, as defined by the Participation Agreement.

The Participating Employer hereby elects to make contributions to the Trust. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the employer, to be credited to the individual accounts of Eligible Employees according to the associated <u>Contribution Addendum</u>.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth

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	Participation Agreement are subject nt, separate participation agreement		g cycle (where ve	esting is		
	Immediate Vesting upon Participation	on				
	Cliff Vesting: The participant is 100% vested upon year(s). (Stated years)			year(s).		
	Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service:					
	Years of Service	Percent Vested				
		100%				
the req	EITURE PROVISION. Upon separation upon separation in the provision of the provision of the provision and provision and provision and provision agreement in the provision agreement in	e or in the event a Part a Participant's accoun	ticipant dies witho t assets shall (wh	out		
Check	a <b>only one:</b> Remain in the HCSP sub-trust to be Remain in the HCSP sub-trust to be Be transferred to the Retiree Health	used to offset future	Employer Contrib			

Vesting Cycle For Basic Employer Contributions Only. The employer contributions identified

### VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

#### VII. APPOINTING MERS AS THE PROGRAM ADMINISTRATOR

The Employer hereby agrees to the provisions of the MERS Health Care Savings Program Plan Document ("Plan Document") and Trust Agreement and appoints MERS as the Program Administrator pursuant to the terms and conditions of the Plan Document and Trust Agreement. The Employer also agrees that in the event of any conflict between the Plan Document or the Trust Agreement and this Participation Agreement, the Plan Document and Trust Agreement control.

#### VIII. FEES AND EXPENSES

Employer acknowledges that investment selection and associated participant fees and operating expenses are established and charged by MERS as set forth in the Investment Fund and Fee Summary sheets available at <a href="https://www.mersofmich.com">www.mersofmich.com</a> and may be amended by MERS.

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#### IX. **STATE LAW**

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

#### TERMINATION OF THE PARTICIPATION AGREEMENT X.

0 0	cipation Agreement is hereby adopted and approved on				
	, 20 at the official meeting held				
by  (Name of approving employer)					
(ivaline of approving employer)					
Authorized Signatur	e:				
Name:					
	roved by the Municipal Employees' Retirement System of Michig				
Received and App					

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