

Resolution 2019- 93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, REVISING THE CAFETERIA PLAN ESTABLISHED IN RESOLUTION 2005-158, SPECIFICALLY UPDATING NASSAU COUNTY'S PLAN YEAR FROM FISCAL YEAR TO CALENDAR YEAR.

WHEREAS, the Board of County Commissioners effectuated Resolution 2005-158 establishing a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code on October 24, 2005; and

WHEREAS, the Board of County Commissioners has found it necessary to revise the cafeteria plan to reflect the change in Nassau County's plan year from a fiscal year (October thru September) to a calendar year (January thru December); and

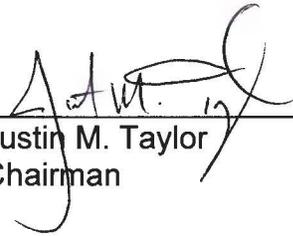
WHEREAS, it is in the best interests of the citizens of Nassau County that Resolution 2005-128 be revised.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, that:

1. The Board of County Commissioners is authorized to execute the revised Plan Document and Summary Plan Description for the Nassau County Section 125 Premium Only Plan which is effective May 1, 2019.

PASSED AND ADOPTED this 13th day of May, 2019.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

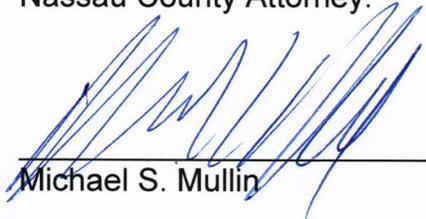

Justin M. Taylor
Chairman

Attest as to Chairman's signature:


John A. Crawford
Its: Ex-Officio Clerk

MES
05-16-19

Approved as to form by the
Nassau County Attorney:

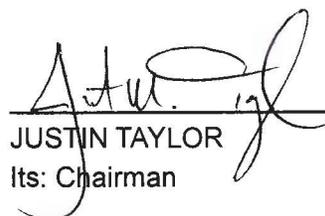

Michael S. Mullin

Adoption of the Plan

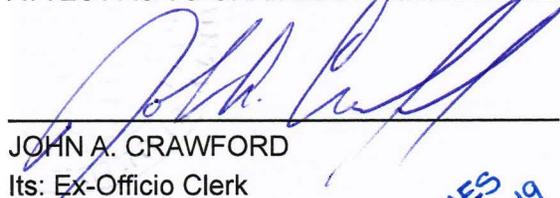
The Nassau County Section 125 Premium Only Plan, effective 05/01/2019, as amended and restated herein, is hereby adopted as of 05/01/2019. This document constitutes the basis for administration of the Plan.

IN WITNESS WHEREOF, the parties have caused this document to be executed on this 13th day of May, 2019.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JUSTIN TAYLOR
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
05-16-19

Approved as to form by the Nassau County
Attorney:


MICHAEL S. MULLIN

APPENDIX A

Benefit Programs Available

You will be able to choose to participate in one or more of the following Benefit Programs by indicating your choice or choices on the Election Form provided to you, and by agreeing to finance your share of the cost by salary reduction. Depending on the Benefit Programs offered by your Employer and each Benefit Program's eligibility rules, you may select a combination of these qualified benefits that best suit your needs.

The specific benefits available under each Benefit Program will be determined by the respective governing documents. A Benefit Program may vary from year to year. For details regarding eligibility, benefit amounts, and premium schedules, you should refer to the materials provided for each Benefit Program. The Plan Administrator will provide you with information on each of the applicable Benefits Programs prior to your decision to elect to pay for a Benefit Program through salary reduction.

The qualified Benefit Programs offered under the Plan are:

- Group Health Insurance (includes Prescription Drug coverage)
- Group Dental Insurance
- Group Vision Insurance
- Employee Group Term Life Insurance (up to \$50,000)
- AD&D Insurance

APPENDIX B

Benefit Programs Available

You will be able to choose to participate in one or more of the following Benefit Programs by indicating your choice or choices on the Election Form provided to you, and by agreeing to finance your share of the cost by salary reduction. Depending on the Benefit Programs offered by your Employer and each Benefit Program's eligibility rules, you may select a combination of these qualified benefits that best suit your needs.

The specific benefits available under each Benefit Program will be determined by the respective governing documents. A Benefit Program may vary from year to year. For details regarding eligibility, benefit amounts, and premium schedules, you should refer to the materials provided for each Benefit Program. The Plan Administrator will provide you with information on each of the applicable Benefits Programs prior to your decision to elect to pay for a Benefit Program through salary reduction.

The qualified Benefit Programs offered under the Plan are:

- Flexible Spending Account available to employees of the Nassau County Sheriff's Office.

RESOLUTION NO. 2005-158
CONSENT RESOLUTION OF
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

The undersigned, being all of the members of the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, (the "Board"), in accordance with and pursuant to the Statutes do hereby unanimously authorize and adopt the following resolution(s):

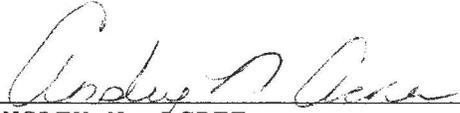
WHEREAS, it is desirable to establish a "cafeteria plan" within the meaning of Section 125 of the Internal Revenue Code, as amended from time to time, to provide certain benefits to the Employees of the Board.

NOW, THEREFORE be it resolved this 24th day of October, 2005 by the Board of County Commissioners of Nassau County, Florida, that the plan be and hereby is established and adopted effective as of 3/15/2005 to read substantially in the form presented to this Board.

BE IT FURTHER RESOLVED that the appropriate officers of the Board are authorized and directed to execute such plan documents.

BE IT FURTHER RESOLVED that the officers of the Board are authorized and directed to perform any acts and execute any documents necessary or appropriate to effectuate this Resolution.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



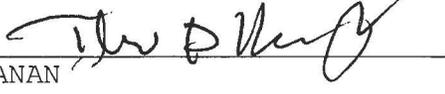
ANSLEY N. ACREE
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

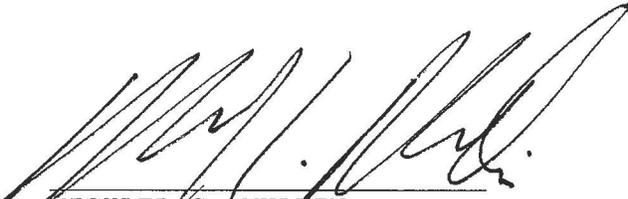

JIM B. HIGGINBOTHAM


TOM BRANAN


FLOYD L. VANZANT


MARIANNE MARSHALL

Approved as to form by the
Nassau County Attorney:


MICHAEL S. (MULLIN

***Plan Document and
Summary Plan Description for the
Nassau County Section 125 Premium Only Plan***

EFFECTIVE DATE: 05/01/2019

Introduction

Nassau County (the "Employer" or "County") is pleased to offer you this salary reduction plan. It is a valuable and important part of your overall compensation package. This document serves as the Plan document and the Summary Plan Description ("SPD") for the Nassau County Section 125 Premium Only Plan ("the Plan").

Note: A separate SPD has been issued that describes information for the following Benefit Program(s): Flexible Spending Account available to employees of the Nassau County Sheriff's Office.

The Plan is designed to permit eligible employees to pay for their share of premiums for the Benefit Programs shown in Appendix A and B on a pre-tax basis. Pre-tax dollars come out of your pay before federal income and Social Security taxes are withheld (and, in most states, before state and local taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you.

The Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code (the "Code") and the regulations issued thereunder and shall be construed consistently with that intent.

You should keep this booklet in a safe and convenient place for future reference. This booklet includes important information about your elections for the Benefit Programs shown in Appendix A and B, including when you may change your elections. This booklet, however, does not address the eligibility rules, covered benefits and related procedures that apply to the Benefit Programs. You should review the documentation for those Benefit Programs (for example, insurance certificates or separate SPDs) for specific information about those covered benefits.

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Plan Overview

The Plan provides benefits to eligible employees and their dependents through qualified Benefit Programs. These Benefit Programs may be summarized in an insurance contract, a Summary Plan Description ("SPD"), and/or other governing documents. You will receive a separate SPD, where required, that describes the features of each Benefit Program included under this Plan.

Your Eligibility

- a) You are eligible for the Plans listed in Appendix A if you are a full-time active employee normally scheduled to work 30 hours per week. You are eligible for the Plans listed in Appendix A and B if you are a full-time active employee normally scheduled to work 30 hours per week employed by the Nassau County Sheriff's Office.

Unless otherwise communicated to you in writing by the County, the following individuals are not eligible for benefits: part-time employees – working less than 30 hours a week, employees of a temporary or staffing firm, payroll agency or leasing organization, persons hired on a seasonal or temporary basis, independent contractors and other individuals who are not on the Company payroll, as determined by the County.

The Employer's determination of eligibility is conclusive and binding for Plan purposes. No reclassification of a person's status, for any reason, by a third party (whether by a court, governmental agency or otherwise) will change a person's eligibility for benefits under the Plan.

Eligible Dependents

The definition of eligible dependents and other provisions, such as whether you may enroll your eligible dependents in a Benefit Program, are defined in the governing documents for each Benefit Program.

For purposes of the Plan, your child includes:

- your biological child;
- your legally adopted child (including any child lawfully placed for adoption with you);
- an eligible child for whom you are required to provide coverage under the terms of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

If you have any questions regarding dependent coverage under a Benefit Program, check with the Insurer or Claims Administrator for that program.

When Coverage Begins

On or before the time you become eligible to participate in the Plan, you will be provided an Election Form, on which you may agree to convert a portion of your compensation to purchase one or more Benefit Programs. Your election will not be effective unless your completed Election Form that authorizes a reduction to your salary has been returned to the Plan Administrator. Your election will then continue until you change or discontinue it or become ineligible to participate in the Plan or a Benefit Program.

Unless otherwise stated in the governing documents for a Benefit Program, your coverage begins the first of the month after completing a period of 60 days of consecutive employment, regularly working 30 hours per week, counting periods that an Employee is on leave required under FMLA

or during an absence of work for duty in the uniformed service of the United States of America. Coverage for your eligible dependents begins on the same day as your initial eligibility provided you enroll your dependents within 31 days of eligibility.

If you terminate employment and are subsequently rehired, you will be treated as a new employee and will need to satisfy all eligibility requirements to be covered under the Plan.

Your Contribution for Coverage

Each year, the Employer will evaluate all costs and may adjust the cost of coverage during the next annual enrollment. Any required contribution amount will be provided to you by the Employer in your enrollment materials and on your Election Form which are incorporated herein by reference. You may also request a copy of any required contribution amounts from the Plan Administrator.

Enrolling for Coverage

Initial Enrollment

As a newly eligible employee, you will receive an Election Form and enrollment information when you first become eligible for benefits. For each Benefit Program, you will need to make your coverage elections by the deadline shown in your enrollment materials. When you enroll in the Plan, you authorize the Employer to deduct any required premiums from your pay through salary reduction. If you do not enroll in coverage when initially eligible, you will be deemed to have elected no coverage or the default coverage designated by the Employer for a Benefit Program.

The elections you make will remain in effect until the next December 31, unless a permitted election change event occurs (see below). Your insured benefits may have a different coverage period. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit. After your initial enrollment, you will enroll during the designated annual open enrollment period.

Annual Open Enrollment Period

Each year during a designated open enrollment period, you will be given an opportunity to make your elections for the upcoming year. Your enrollment materials and Election Form will provide your share of the premium cost, as well as any default coverage you will be deemed to have elected if you do not make an election by the specified deadline. Beginning January 1, 2017, the elections you make will take effect on January 1 and stay in effect through December 31, the Plan Year, unless you have a qualifying change in status. The Plan Year may differ from the policy year of an insured benefit. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit. Prior to January 1, 2017, elections were made on a Plan Year beginning October 1. In transition, employees were granted the opportunity to enroll in August for an October 1 effective and again in October for a January 1 effective with no changes to benefits or premiums. Henceforth, annual enrollment will take place during the month of October for a January 1 effective date.

Code Section 125 Status of Plan

This Plan is designed and administered in accordance with Section 125 of the Internal Revenue Code and underlying regulations. This enables you to pay your share of premiums for certain Benefit Programs on a pre-tax basis, as permitted by the Employer. Pre-tax dollars come out of

your pay before federal income and Social Security taxes are withheld (and, in most states, before state taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you. Neither the Employer nor any fiduciary under the Plan will in any way be liable for any taxes or other liability incurred by you by virtue of your participation in the Plan.

Because of this favorable tax-treatment, there are certain restrictions on when you can make changes to your elections. Generally, your elections stay in effect for the Plan Year (or other 12-month period of coverage for an insured benefit, as designated in your enrollment materials and election form) and you can make changes only during an annual open enrollment period. However, if permitted by the Plan, you can make changes to your elections during the Plan Year (or other 12-month coverage period) if a permitted election change event occurs (as described below) that allows the election change, as determined by the Plan Administrator.

Permitted Election Change Events

The elections you make under the Plan are generally irrevocable during the Plan Year (or other 12-month coverage period that applies to a Benefit Program, as indicated in your enrollment and election materials). This means, for example, that once you have elected how much pre-tax income you will use to pay for the Plan's Benefit Programs, you are locked into that election until the next annual enrollment period. However, there are certain limited situations that allow you to change your Plan elections outside of the annual enrollment period, depending on the Plan's eligibility rules for a Benefit Program. You may change your elections if a "permitted election change event" occurs and you make an election change that is consistent with the event, as determined by the Plan Administrator.

Only the following "permitted election change events" are recognized by the Plan:

- a change in your legal marital status, including marriage, divorce, death of spouse, legal separation or annulment
- a change in the number of dependents, including birth, adoption, placement for adoption or death of a dependent
- a change in employment status for you, a spouse or a dependent that affects eligibility
- a change in a dependent child's eligibility
- a change in residency that would impact eligibility (for example, moving out of a plan's coverage area)
- the cost of a Benefit Program significantly changes
- coverage under a Benefit Program is significantly curtailed or ceases
- a new Benefit Program or other coverage option is added or coverage under an existing Benefit Program is significantly improved
- your spouse's or dependent's plan has a different enrollment period and you need to make a change to account for that other coverage
- you, your spouse or your dependent loses group coverage sponsored by a governmental or educational institution
- your change corresponds with a HIPAA special enrollment right (described above)
- you, a spouse or dependent is eligible for COBRA continuation coverage under the Plan (if applicable) and you need to increase your payments for the coverage

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- a court order, such as a QMCSO or NMSN, mandates coverage for an eligible dependent child
 - you, a spouse or a dependent enrolls in Medicare or Medicaid
 - you take an FMLA leave (if applicable)
 - a change in your employment status to less than 25 hours of service per week on average even if the reduction does not result in loss of Plan eligibility
 - eligibility for a special enrollment period to enroll in a qualified health plan (QHP) through the Marketplace or seeking to enroll in a QHP during the Marketplace's annual open enrollment period

The Plan Administrator may decide to recognize other election change events that are permitted by the IRS. Also, if the cost of a Benefit Program changes by an insignificant amount during a coverage period, the Plan Administrator may automatically make a corresponding change to your election. You should report a status change to the Plan Administrator as soon as possible, but no later than 30 days after the event occurs. Contact the Plan Administrator if you have questions about when you can change your elections.

When Coverage Ends

Except as otherwise provided in the insurance certificate, your coverage under this Plan ends on the last day of the month in which your employment terminates or upon your death, unless benefits are extended, such as when you take an approved leave of absence.

Coverage will also end for you and your covered dependents as of the date the Employer terminates this Plan or, if earlier, the effective date you request coverage to be terminated for you and/or your covered dependent.

Cancellation of Coverage

If you fail to pay any required premium for coverage under a Benefit Program, coverage for you and your covered dependents will be canceled for that Benefit Program and no claims incurred after the effective date of cancellation will be paid.

Coverage While Not at Work

In certain situations, coverage may continue for you and your dependents when you are not at work, so long as you continue to pay your share of the cost. If you take an unpaid leave of absence, you will need to make payment arrangements prior to the start of your leave. Generally, your payments will be made on an after-tax basis, unless you are on paid leave, in which case your premium payments will continue to be deducted on a pre-tax basis. You should discuss with Human Resources what options are available for paying your share of costs while you are absent from work.

If You Take a Leave of Absence (FMLA)

If you take an approved FMLA leave of absence, your coverage will continue for the duration of your leave, as long as you continue to pay your share of the cost as required under the Employer's FMLA Policy. Coverage for other benefits can be found in the insurance certificates for the respective Benefit Programs in which you have enrolled.

Administrative Information

The following sections contain legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful for future reference.

Plan Sponsor and Administrator

Nassau County is the Plan Sponsor and the Plan Administrator for this Plan. You may contact the Plan Administrator at the following address and telephone number:

Plan Administrator

Nassau County Human Resources
96135 Nassau Place
Suite 5
Yulee, FL 32097
904-530-6075

The Plan Administrator will administer this Plan and will be the “Named Fiduciary” for the Plan. The Plan Administrator will have control of the day-to-day administration of this Plan and will serve without additional remuneration if such individual is an employee of the Employer. The Plan Administrator will have the following duties and authority with respect to the Plan:

- To prepare and file with governmental agencies all reports, returns, and all documents and information required under applicable law;
- To prepare and furnish appropriate information to eligible employees and Plan participants;
- To prescribe uniform procedures to be followed by eligible employees and participants in making elections, filing claims, and other administrative functions in order to properly administer the Plan;
- To receive such information or representations from the Employer, eligible employees, and participants necessary for the proper administration of the Plan and to rely on such information or representations unless the Plan Administrator has actual knowledge that the information or representations are false;
- To properly administer the Plan in accordance with all applicable laws governing fiduciary standards;
- To maintain and preserve appropriate Plan records; and

In addition, the Plan Administrator has the discretionary authority to determine eligibility under all provisions of the Plan; correct defects, supply omissions, and reconcile inconsistencies in the Plan; ensure that all benefits are paid according to the Plan; interpret Plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the Plan.

Plan Year

The Plan Year is January 1 through December 31.

Note: An insured benefit may use a policy year that differs from the Plan Year, with deductible and out-of-pocket expenses based on the policy year. Please refer to the insurance certificate and other materials provided by the Insurer to determine how the policy year impacts your benefits.

Identification Numbers

The Employer Identification Number (EIN) and Plan number for the Plan is:

EIN: 59-1863042 PLAN NUMBER: 501

Plan Funding and Type of Administration

Funding and administration of the Plan is as follows.

Type of Administration	The Plan is administered by the Employer through an arrangement with Insurers and third-party (claims) administrators. Insured benefits will be payable solely by the Insurer.
Funding	The Employer and employees both contribute to the Plan. Premiums are paid to the Insurers for fully insured Benefit Programs and benefits will be paid by the Insurer in accordance with the applicable insurance contract/policy.

Agent for Service of Legal Process

Service of Legal Process may be served upon:

Nassau County Human Resources
96135 Nassau Place
Suite 5
Yulee, FL 32097
904-530-6075

No Obligation to Continue Employment

The Plan does not create an obligation for the Employer to continue your employment or interfere with the Employer's right to terminate your employment, with or without cause.

Severability

If any provision of this Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Expenses

All expenses incurred in connection with the administration of the Plan, will be paid by the Plan except to the extent that the Employer elects or is required by law to pay such expenses.

Indemnity

To the full extent permitted by law, the Employer will indemnify the Plan Administrator and each other employee who acts in the capacity of an agent, delegate, or representative ("Plan Administration Employee") of the Plan Administrator against any and all losses, liabilities, costs and expenses incurred by the Plan Administration Employee in connection with or arising out of any pending, threatened, or anticipated action, suit or other proceeding in which the Employee may be involved by having been a Plan Administration Employee.

Claims and Appeals

The claims procedures, including the time frames for submitting claims, are set forth in the governing documents for each Benefit Program.

Compliance with State and Federal Mandates

Each Benefit Program will comply to the extent possible with the requirement of all applicable laws, including but not limited to: ERISA, COBRA, USERRA, HIPAA, the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Act of 1998, FMLA, the Mental Health Parity and Addiction Equity Act of 2008, PPACA, HITECH, Michelle's Law (if applicable), and Title I of GINA (prohibiting the use of genetic information to discriminate with respect to health insurance premiums, contributions or other restricted purposes).

Refund of Premium Contributions

The Plan will comply with DOL guidance regarding refunds (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates) of insurance premiums. Where any refund is determined to be a plan asset to the extent amounts are attributable to participant contributions, such assets will be: 1) distributed to current plan participants within 90 days of receipt, 2) used to reduce participants' portion of future premiums under the Plan (e.g., premium holiday); or 3) used to enhance future benefits under the Plan. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the costs to the Plan and the competing interest of participants, provided such method is reasonable, fair, and objective.

Nondiscrimination

The Plan is intended to be nondiscriminatory under Code Section 125. Code Section 125 prohibits discrimination in favor of highly compensated individuals with respect to eligibility to participate, highly compensated participants with respect to benefits and contributions and key employees with respect to total Plan contributions. If the Plan Administrator determines, at any time, that the Plan may fail to satisfy these nondiscrimination requirements, the Plan Administrator may take such action as it deems appropriate to comply with the nondiscrimination requirements. This action may include, for example, modifying the elections of highly compensated or key employees without their consent.

No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any representation, guarantee or warranty that any amount paid as premiums or distributed as benefits under the Plan will be excludable from your gross income for federal or state income tax purposes (or that any other state or federal tax treatment will apply or be available to you). It is your responsibility to determine whether payments are excludable from your gross income for federal and state income tax purposes.

Future of the Plan

The Employer expects that the Plan will continue indefinitely. However, the Employer has the sole right to amend, modify, suspend, or terminate all or part of the Plan at any time.

The Employer may also change the level of benefits offered under the Plan at any time. Once a change is made, there are no rights to benefits based on earlier Plan provisions.

Definitions

Dependent

The definition of a dependent is defined in the insurance certificate and other governing documents provided for each Benefit Program.

Employee

A person who is a full time employee and who is regularly scheduled to work for the Employer in an employer-employee relationship. The definition of an eligible employee is defined in the Plan Overview.

Election Form

The form used by employees to elect to participate in a Benefit Program and to authorize salary reduction for payment of premiums for such Benefit Program, where applicable.

Insurer

Any insurance company that fully insures (or partially insures) any benefit provided by this Plan or any Benefit Program.

Leased Employee

Leased employee as defined in the Internal Revenue Code, section 414(n), as amended.

Participant

An eligible employee who elects to participate in the Plan by completing the necessary Election Form on a timely basis, as provided by the Plan Administrator.