

POP – Health FSA  
Master Document  
Small Employer

# **FLEXIBLE BENEFITS PLAN**

## **SUMMARY PLAN DESCRIPTION**

THIS BOOK IS A SUMMARY OF THE PROVISIONS OF OUR PLAN. WHILE EVERY EFFORT HAS BEEN MADE TO HAVE THESE MATERIALS BE AS COMPLETE AND ACCURATE AS POSSIBLE, IF THERE IS ANY CONFLICT BETWEEN THIS SUMMARY PLAN DESCRIPTION AND THE TERMS OF OUR PLAN, THE PROVISIONS OF THE PLAN WILL CONTROL.

Priority Health Managed Benefits, Inc.  
1231 East Beltline, NE  
Grand Rapids, Michigan 49525-1954

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# FLEXIBLE BENEFITS PLAN

## INTRODUCTION

This Flexible Benefits Plan provides you the opportunity to pay for certain qualified employee benefits on a pre-tax basis. This Summary Plan Description is intended to answer most of your questions regarding the Plan. You should contact the Plan Administrator if you need additional information.

Self-employed individuals are not eligible to participate in this Plan. "Self-employed individuals" include partners in a partnership, more than 2% owners in an S-corporation, and members of a limited liability corporation if the limited liability corporation is treated as a partnership for federal income tax purposes.

The Plan Administrator is responsible for the administration of the Plan and has the final discretionary authority to decide all questions of eligibility for Plan participation and benefit payments, to determine all issues of fact and to supply any omission and interpret any ambiguous provision of the Plan.

### Type of Plan

- Section 125 (Flexible Benefits) Plan
  - Pre-Tax Premium Program
  - Health Flex Spending Arrangement (FSA) Program

### Type of Administration

Pursuant to a contract with the Employer, claims under the Health FSA Program are administered by:

Priority Health Managed Benefits, Inc. ("Claims Administrator")  
1231 East Beltline, NE  
Grand Rapids, Michigan 49525-4501  
(616) 956-1954 or (800) 956-1954

Priority Health Managed Benefits, Inc. as a third party administrator merely processes claims. It does not insure that qualified health care expenses of any individual participating in the Health FSA Program will be paid. Complete and proper claims for benefits made by individuals covered by the plan will be promptly processed. In the event there are delays in processing claims, the individuals covered by the plan have no greater rights to interest or other remedies against the third-party administrator than as otherwise afforded them by law. Benefits under the Health FSA are not insured. If this plan or employer does not ultimately pay qualified health care expenses that are eligible

for payment under the Program for any reason, the individuals covered by that program may be liable for these expenses.

### **HOW DOES THE PLAN OPERATE?**

You may elect to have your Employer withhold a portion of your compensation each pay period to make pre-tax contributions to the following component programs under the Plan:

- \* Pre-Tax Premium Program - your required premium contributions for coverage under the Employer's group benefit programs listed on Appendix A.
- \* Health Flex Spending Program - certain uninsured medical expenses.

Your employer may, but is not required to, make a contribution to the Plan each year on behalf of each participant ("employer contribution"). If the Employer intends to do so, you will be notified of the amount of the contribution at the time of open enrollment for the upcoming plan year.

If you become eligible to participate in the Plan after the plan year begins, your employer contribution will be pro-rated. If you terminate employment before the end of the plan year, you will not receive an employer contribution for any period following termination.

As long as the Plan is operated in a nondiscriminatory manner, you will not pay income or employment (FICA) taxes on the amounts you elect to have withheld from your pay. Therefore, over the course of the plan year, you will pay less in taxes and have more take-home pay than if you paid the contributions or expenses on an after-tax basis.

If you pay less tax because you elect to participate in the Plan, your Social Security benefits may be reduced slightly. This is because you and your Employer will pay less FICA tax. Whether or not your Social Security benefits will actually be lower depends on a number of factors such as your current age, your current earnings, and your future pay levels; however, in most cases the current tax savings will outweigh any slight impact on future Social Security benefits.

### **WHO IS ELIGIBLE TO PARTICIPATE?**

The eligibility requirements for participation are described in each component program section of this Summary Plan Description. However, self-employed individuals are not eligible to participate in any part of this Plan. "Self-employed individuals" include partners in a partnership, more than 2% owners in an S-

corporation, and members of a limited liability corporation if the limited liability corporation is treated as a partnership for federal income tax purposes.

***CAN MY EMPLOYER CHANGE OR TERMINATE THIS PLAN?***

Although the Employer intends to continue the Plan indefinitely, it may amend or terminate this Plan (or any of the component programs) at any time.

***CAN MY BENEFITS UNDER THE PLAN BE TRANSFERRED OR ASSIGNED TO SOMEONE ELSE?***

Your benefits under the Plan cannot be sold or otherwise transferred or assigned to another person. However, if the Plan Administrator receives a medical child support order from a court or administrative agency directing the Plan Administrator to extend coverage under the Health FSA to your dependent child(ren), the Plan Administrator will follow the directions in the order, provided it meets the requirements under federal law for a Qualified Medical Child Support Order (QMCSO). Upon request or upon receipt of an order submitted on behalf of your child, you will be given, free of charge, a copy of the procedures for determining whether or not it is a QMCSO.

## **PRE-TAX PREMIUM PROGRAM**

### ***WHAT BENEFITS ARE PROVIDED UNDER THE PRE-TAX PREMIUM PROGRAM?***

The Pre-Tax Premium Program provides you the opportunity to pay on a pre-tax basis your required premium contribution for coverage under the Benefit Programs listed on Appendix A – Schedule of Benefits. Your compensation will be reduced by the amount of the premium contribution for the coverage you elect. If you are considered to be highly compensated, in rare cases your election may be restricted so that the Plan will satisfy nondiscrimination rules imposed by the Internal Revenue Service.

### ***WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR THE PRE-TAX PREMIUM PROGRAM?***

To participate in the Pre-Tax Premium Program you must be enrolled in a Benefit Program listed on Appendix A.

### ***WHAT IF I'M COVERED UNDER OTHER HEALTH INSURANCE?***

If you are covered under other health insurance (for example, your spouse's employer's plan), you may decline coverage under your Employer's health plan and instead you may receive additional cash compensation. The amount of the cash compensation will be determined each year by the Employer and announced at open enrollment time. It will be added to your regular paychecks and will be taxable the same as your regular pay. If you opt out of health coverage and later change your mind, you will have to wait until the beginning of the next plan year to join the plan (except in certain situations discussed under "Can I Change My Elections During the Plan Year?"). You may also be subject to any penalties for late enrollment in the Employer's health plan, such as pre-existing condition exclusions and the like. Therefore, if you decline health coverage, you should make sure that you have other coverage through a spouse's plan or elsewhere. Otherwise, a major illness or injury could be a severe financial hardship. For this reason, you may be required to provide proof or certification of alternative coverage in order to receive the additional compensation.

If you decline coverage under the Employer's group health plan, you can still participate in this Plan's other component programs.

## ***CAN I CHANGE MY ELECTION UNDER THE PRE-TAX PREMIUM PROGRAM?***

You may change the amount of your salary reduction election under the Pre-Tax Premium Program if you experience a “change in status.”

A “change in status” includes:

- \* Change in Employee’s Legal Marital Status. Marriage, death of a spouse, divorce, legal separation and annulment.
- \* Change in Number of Dependents. Birth, adoption, placement for adoption and death of a child.
- \* Change in Employment Status. For example, termination or commencement of employment by the employee, spouse or dependent; commencement of, or return from, an unpaid leave of absence; a strike or lockout; a change in worksite or any other change in status that effects eligibility for benefits.
- \* Change in Residence. Change in residence of employee, spouse or dependent that affects eligibility for benefits.
- \* Change in Dependent Status. Dependent starts or stops meeting the requirements (such as age, student status, marriage) to be eligible for any coverage under this Plan.

However, the election change must be consistent with and necessary or appropriate as a result of the change in status. Generally, this means **the change in status must result in the gain or loss of eligibility for coverage, and your election change must correspond to the gain or loss of coverage.** For example, if you become divorced, you can change your pre-tax premium election to eliminate the premium cost for your former spouse who is no longer eligible for health coverage through your Employer but you cannot eliminate the cost of coverage for your children if they remain eligible under the health plan.

You may also change your election under the following circumstances.

- \* HIPAA Enrollment Rights. You or a dependent become entitled to special enrollment rights under the Health Insurance Portability and Accountability Act (HIPAA) because you lose coverage under another employer’s group health plan, you gain a dependent, you become eligible for health plan premium assistance under Medicaid or a State Children’s Health Plan (**CHIP**) program or you lose eligibility for Medicaid or CHIP coverage.

- \* Judgment, Decree, or Order. You are ordered to provide health coverage for your child under a judgment, decree, or order resulting from a divorce, legal separation, or change in legal custody (or someone else is ordered to provide the coverage that you previously provided to the child).
  
- \* Change in Medicare/Medicaid Eligibility. You, your spouse or a dependent child become enrolled in Medicare or Medicaid and you desire to cancel group health coverage for that individual, or you lose Medicare or Medicaid and desire to enroll in your Employer's group health coverage on a pre-tax basis.

Your Employer may automatically adjust the amount of your Pre-Tax Premium election if the cost of any coverage you elected is increased or decreased during the plan year. If the cost change is significant or if the coverage terminates or is significantly reduced, you can revoke your election and, instead, elect coverage under another option with similar coverage on a pre-tax basis (if one is offered). In some circumstances you may drop the coverage completely.

If your Employer adds a new benefit option, you may change your election to add the new coverage even if you did not previously participate in this Plan. Finally, if there is a change in the coverage of your spouse or dependent under another employer's plan, you may make a corresponding election change under this Plan.

### ***WHAT ARE THE NOTICE REQUIREMENTS FOR A MID-YEAR ELECTION CHANGE?***

If you wish to change your election for any reason permitted above, you must notify the Plan Administrator within 30 days of the event (within 60 days in the event of a HIPAA special enrollment right due to a change in Medicaid or CHIP entitlement or premium assistance). All changes will apply on the first day of the next month except that if you gain a new dependent by birth, adoption or placement for adoption, the change will be effective as of the date of the birth, adoption or placement.

### ***HOW DO I MAKE A CLAIM UNDER THE PRE-TAX PREMIUM PROGRAM?***

To receive benefits from the coverages offered under the Pre-Tax Premium Program, you should follow the claims and appeal procedure outlined in the summary plan description or benefit booklet for that coverage. If you have any questions about your ability to pay your required contributions for these benefits on a pre-tax basis through this Plan, you should contact the Plan Administrator.

***WHAT IF MY EMPLOYMENT ENDS?***

Your participation in the Pre-Tax Premium Program terminates on the day your employment ends. If you are rehired within the same plan year and within 30 days of termination, your prior election will remain in effect. If you are rehired more than 30 days after termination, you will make a new election for the remainder of the plan year.

***WHAT HAPPENS IF I TAKE AN UNPAID LEAVE OF ABSENCE?***

If you take an unpaid leave of absence (including leave under the Family and Medical Leave Act (FMLA) if applicable), coverage under the Pre-Tax Premium Program will terminate while you are on leave. Any contributions for coverage must be paid on an after-tax basis since you will not be receiving a paycheck.

## **HEALTH FLEXIBLE SPENDING ARRANGEMENT (FSA) PROGRAM**

### **WHAT BENEFITS ARE PROVIDED UNDER THE HEALTH FSA PROGRAM?**

This Health FSA Program allows you to make pre-tax contributions to a Health FSA account and be reimbursed from the account on a tax-free basis for eligible medical expenses incurred by you, your spouse, and your dependents during the plan year.

### **WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR THE HEALTH FSA PROGRAM?**

The eligibility requirements for participation in the Health FSA Program are listed on [Appendix A](#).

### **HOW DO I ENROLL IN THE HEALTH FSA PROGRAM?**

When you first become eligible for the Health FSA Program, you will receive an election form. To participate, you must file the completed election form within the time period specified by the Plan Administrator. You will become a participant as soon as administratively feasible after you timely file the election form with the Plan Administrator.

There will then be an annual enrollment period for each subsequent plan year. If you do not timely file an election form, you cannot participate during the next plan year unless you have a change in status described below in *“Can I Change My Elections During the Plan Year?”* You cannot make changes to your Health FSA elections after the beginning of a plan year unless you have a change in status.

Whether or not you participate in the Health FSA Program is entirely your decision. If you choose to participate, you must agree to reduce your compensation by the amount you elect on your election form.

### **WHAT ARE “ELIGIBLE MEDICAL EXPENSES”?**

The Medical expenses that are eligible for reimbursement under this Health FSA Program include the following, provided they are not payable under any other insurance policy or health care plan:

- \* Expenses not paid by your health plan, such as deductible or co-payment amounts, co-insurance, expenses over the maximum payable under the plan and medical care expenses that are excluded or otherwise not covered under the plan;
- \* Dental expenses;

- \* Orthodontic expenses;
- \* Vision expenses, including examinations, eyeglasses, contact lenses, laser surgery and seeing-eye dogs;
- \* Hearing expenses, including examinations and hearing aids;
- \* Physical examinations;
- \* Psychoanalysis, psychiatric therapy, learning disability counseling by a licensed professional, inpatient care, treatment and services provided by a licensed psychologist;
- \* Acupuncture;
- \* Therapeutic treatment for drug or alcohol addiction, including meals and lodging if necessary for the treatment;
- \* Medical equipment purchased or rented because of a medical condition, such as wheelchairs, crutches, and orthopedic shoes, or for the repair or replacement of prosthetic devices due to normal wear and tear;
- \* Prescription drugs;
- \* Over-the-counter medications purchased for medical care (e.g., cold or allergy medicine, antacids, pain relievers), but not items purchased simply because they are beneficial to general health (e.g., vitamin supplements);
- \* Insulin;
- \* Transportation primarily for, and essential to, medical care; and
- \* Any other expense that qualifies as a medical care deduction for federal income tax purposes unless specifically excluded in the next section.

Expenses will be reimbursed only if they are not paid under any other insurance policy or health care plan.

### ***WHAT MEDICAL EXPENSES CANNOT BE PAID THROUGH MY HEALTH FSA?***

Current tax law prohibits a health FSA from paying or reimbursing the following:

- \* Expenses incurred prior to the beginning or after the end of the current plan year;

- \* Cosmetic surgery or similar procedures unless the surgery or procedure is necessary to ameliorate a deformity due to a congenital abnormality, an injury, or a disfiguring disease;
- \* Premiums for health insurance coverage;
- \* Long-term care services and premiums for long-term care (e.g., nursing home) insurance; or
- \* Any expense incurred before the effective date of this Health FSA Program, or while you were not participating in the Health FSA Program.

### ***WHOSE EXPENSES CAN BE PAID UNDER THE HEALTH FSA PROGRAM?***

You may use the Health FSA Program to pay eligible medical expenses for yourself, your spouse and your qualifying dependents. A qualifying dependent must meet the requirements of a dependent under the Internal Revenue Code for medical plan purposes.

If your spouse has a health savings account ("HSA") and you want to preserve your spouse's status as an HSA-eligible individual, you should not include your spouse's name as an eligible dependent on your enrollment form for the Health FSA.

### ***WHAT IS THE MAXIMUM AMOUNT I CAN CONTRIBUTE TO THE HEALTH FSA PROGRAM?***

The maximum amount you may elect to contribute to the Health FSA Program for a plan year is specified in Appendix A. If you are considered to be highly compensated, in rare cases your election may be restricted so that the Plan will satisfy nondiscrimination rules imposed by the Internal Revenue Service.

### ***IS THERE A LIMIT ON HOW MUCH REIMBURSEMENT I CAN RECEIVE?***

The amount of reimbursement available to you at any time during the plan year is the entire annual amount you have elected to contribute to your Health FSA Account, less any previous reimbursement for expenses incurred during the plan year. Your Employer may establish a minimum claim amount.

## **WHAT HAPPENS TO AMOUNTS LEFT IN MY HEALTH FSA ACCOUNT AT THE END OF THE YEAR?**

If you do not incur sufficient expenses by the end of the plan year to use all the money in your Health FSA Account, the unused amount will be forfeited. It will not be refunded to you. An expense is considered to be “incurred” when the medical care service is provided, not when it is billed or paid.

Since you can only use your Health FSA Account to pay eligible medical expenses, **it is very important that you estimate your expected medical expenses for the upcoming year carefully** in deciding how much of your compensation to direct toward benefits under the Health FSA Program. Overestimating your expenses may cause you to forfeit unused amounts. Forfeited amounts will be used to offset excess reimbursements and administrative expenses for the Plan.

## **CAN I CHANGE MY ELECTIONS DURING THE PLAN YEAR?**

Although elections are generally irrevocable during a plan year, you may change the amount of your election under the Health FSA Program if you experience a “change in status” or any other event that the Plan Administrator determines permits an election change under IRS regulations.

A “change in status” includes:

- \* Change in Employee’s Legal Marital Status. Marriage, death of a spouse, divorce, legal separation and annulment.
- \* Change in Number of Dependents. Birth, adoption, placement for adoption and death of a child.
- \* Change in Employment Status. For example, termination or commencement of employment by the employee, spouse or dependent; commencement of, or return from, an unpaid leave of absence; a strike or lockout; a change in worksite or any other change in status that effects eligibility for benefits.
- \* Change in Residence. Change in residence of employee, spouse or dependent that affects eligibility for benefits.
- \* Change in Dependent Status. Dependent starts or stops meeting the requirements (such as age, student status, marriage) to be eligible for any coverage under this Plan.

Your election change must be consistent with and necessary or appropriate as a result of the change in status. Generally, this means **the change in status must result in the gain or loss of eligibility for coverage, and your election change must correspond to the gain or loss of coverage.** For example, if you become divorced, you could decrease (but not increase) your rate of contribution to the Health FSA Program since, on account of your divorce, you would have lost a covered dependent whose medical expenses are payable.

Note that a situation that prevents you from incurring an anticipated expense is not a change in status allowing you to change your elections mid-year. For example, you may not reduce your Health FSA Program election because you were unable to have an anticipated surgery due to a change in your medical condition or physician availability.

### ***WHAT ARE THE NOTICE REQUIREMENTS FOR A MID-YEAR ELECTION CHANGE?***

If you wish to change your election for any reason permitted above, you must notify the Plan Administrator within 30 days of the event. All changes will apply on the first day of the next month except that if you gain a new dependent by birth, adoption or placement for adoption, the change will be effective as of the date of the birth, adoption or placement.

### ***HOW DO I MAKE A CLAIM UNDER THE HEALTH FSA PROGRAM?***

Unless you notify the Claims Administrator that you do not desire to participate in its automatic reimbursement program, the Claims Administrator will automatically deduct up to the amount available in your Health FSA Account for deductible, copayment and coinsurance expenses incurred by you and your dependents under your Priority Health medical coverage. This means you do not have to file a claim for these out-of-pocket payments. The automatic reimbursement does not apply if you or your dependents have other medical coverage which coordinates benefits with your Priority Health medical coverage.

To be reimbursed for other medical expenses, you must file a benefit claim form with the Claims Administrator, together with a bill, receipt, or other satisfactory proof of the medical expense from your medical provider as well as any additional information required by the Claims Administrator, including certification that the expense has not been, and will not be, reimbursed under any other health plan.

Your Employer will have benefit claim forms available for your use. Your claim will either be paid or denied within 30 days unless the Claims Administrator notifies you that an extension (not to exceed 15 days) is necessary. If you are required to provide additional information to make your claim payable, you will be given 45 days to do so. The time for a decision on your claim will be suspended until after the

specified information is provided. You will be required to repay benefit amounts which should not have been reimbursed.

If a claim is approved, the amount of the expense will be deducted from the balance in your Health FSA Account.

### ***WHAT IS THE DEADLINE FOR SUBMITTING HEALTH FSA CLAIMS?***

All claims for expenses incurred during a plan year must be filed no later than 90 days following the end of the Plan Year or, if you do not elect COBRA, no later than 90 days following termination of your employment.

### ***WHAT IF MY HEALTH FSA CLAIM IS NOT APPROVED?***

If a claim is denied in whole or in part, you will be notified in writing. The notice will contain: (i) the reason for the denial; (ii) the specific provisions of the Plan on which the denial was based; (iii) a description of any additional information needed to approve the claim; (iv) a description of any internal rules or guidelines relied upon in making the decision to deny your claim, and a statement that a copy of these rules will be provided free of charge at your request; and (v) an explanation of the claim review procedure including your right to bring civil suit under section 502(a) of ERISA in the event of a denial of an appeal.

You (or your representative) have the right to appeal the denial of your claim, in writing to the Plan Administrator, within 180 days after you receive the notice of denial. If you do not appeal on time, you will lose the right to appeal the denial and the right to file suit in court. Your written appeal should state the reasons you believe your claim should not have been denied. It should include any additional facts and documents that support your claim. You may review (upon request and at no charge) and copy documents and other information relevant to your appeal.

Your appeal will be reviewed and decided by a person other than the person responsible for the initial denial (or a subordinate of that person) not later than 60 days after the Plan Administrator receives your request for review. If the decision on review affirms the initial denial of your claim, you will be furnished with a notice stating: (i) the reason for the denial; (ii) the specific provisions of the Plan on which the denial was based; (iii) a statement that you are entitled to receive, at no cost, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (iv) a description of any internal rules or guidelines relied upon in making the decision to deny your claim, and a statement that a copy of these rules will be provided free of charge at your request; and (v) an explanation of any additional appeal procedures, if any are available, including a statement of your right to bring civil suit under section 502(a) of ERISA (if applicable).

No legal action may be brought against the Plan until you have exhausted these claims and appeals procedures. If you have exhausted these procedures and

you decide to bring legal action against the Plan, you must do so within one year of the date of the final denial on appeal.

### ***WHAT IF MY EMPLOYMENT ENDS?***

Unless you qualify for and elect COBRA continuation coverage (see below), your participation in the Health FSA terminates on the day your employment ends. You will only be reimbursed for eligible medical expenses incurred before your termination of employment.

If your participation ends because your employment has terminated, but you are rehired during the same plan year and within 30 days of termination, your prior election will remain in effect. If you are rehired more than 30 days after termination, you will make a new election for the remainder of the plan year.

### ***WHAT IS COBRA CONTINUATION COVERAGE?***

If your Employer is subject to COBRA (20 or more employees on more than half the business days during the prior calendar year) you may elect to continue coverage under the Health FSA Program following the occurrence of certain events that would otherwise end your participation in the Program (e.g. termination of employment). You will be required to pay up to 102% of your regular payroll deduction contribution for this continuation coverage.

If your employment is terminated (for reasons other than gross misconduct) or your hours are reduced so that you no longer meet the program's eligibility requirements, you may elect to continue participation in the Health FSA Program for the remainder of the plan year. Your spouse and/or dependents may elect to continue participation until the end of the plan year if they are no longer eligible for coverage for the following reasons: (i) you die, (ii) you become divorced or legally separated, (iii) you become entitled to Medicare benefits, or (iv) your children cease to be dependents.

In the case of divorce, legal separation or loss of dependent status, COBRA continuation coverage is available only if you (or your spouse or dependent) notify your Employer, in writing, within 60 days after the qualifying event. The Plan Administrator will then provide you (and your spouse and/or dependents) with written notification of your right to COBRA continuation coverage (or the unavailability of such coverage). Assuming COBRA continuation coverage is available, you (or your spouse and/or dependent) then have 60 days from the date coverage would normally end or, if later, the date you receive notice of your COBRA rights, to return a signed election to the Plan Administrator indicating the choice to continue coverage under the Program. Otherwise, your COBRA rights will end.

COBRA continuation coverage will automatically end if a required contribution is not paid on a timely basis, if you (or your spouse and/or dependent) become covered by another group health plan that does not contain a limitation or exclusion with

respect to any pre-existing condition you or they may have, if the Employer terminates all health coverage for all employees or if you (or your spouse and/or dependent) become entitled to Medicare. For further information, consult the Plan Administrator or the COBRA notice provided to you by the Employer.

### ***WHAT HAPPENS IF I TAKE AN UNPAID LEAVE OF ABSENCE?***

If you take an unpaid leave of absence, including a leave of absence under the Family and Medical Leave Act (FMLA) if applicable, you may choose to continue coverage under the Health FSA Program or you may revoke your prior election and terminate your coverage. If you choose to continue coverage while on an unpaid leave, you can submit claims incurred during your leave. The Plan Administrator will explain your payment options.

If your coverage terminates during leave, when you return from leave you may elect to reinstate your coverage for the rest of the plan year. You will be given two options: (1) make larger payments to make up for those missed while on leave and resume coverage with your original election amount or, (2) continue payments of the original amount and resume coverage with a reduced election amount for the year. You will not be reimbursed for expenses incurred while your coverage was terminated.

If your Health FSA Account is "overspent" when you return from leave, you will be required to resume payments. Your account is overspent if the amount of benefits remaining for the plan year is less than the amount you would be required to pay in premiums for the rest of the plan year.

### ***WHAT IF I TAKE A LEAVE OF ABSENCE FOR MILITARY SERVICE?***

If you take a leave of absence for military service under the Uniformed Services Employment and Re-Employment Rights Act ("USERRA"), you can elect to continue participation in the Health FSA Program for up to 24 months from the day your leave begins or, if earlier, until the day after you are required to apply for or return to reemployment under USERRA. You will pay up to 102% of your regular payroll deduction contribution for this continuation coverage. Continuation coverage will end if you do not return to work within the time period specified under USERRA or if you lose USERRA rights.

If you intend to take a leave of absence for military service, contact the Plan Administrator. You will be provided more detailed information, including your payment options and any notices you are required to provide if you intend to continue coverage under the Plan during your leave of absence.

### ***WHAT IS A QUALIFIED RESERVIST DISTRIBUTION?***

If you are a reservist ordered or called to active duty for a period of at least 180 days or for an indefinite time period, you may request a distribution from your

Health FSA account of any unspent amounts that you have contributed for the year. If you qualify, you should submit a written request for a qualified reservist distribution along with a copy of your military orders or call to duty before the last day of the plan year. The distribution amount will be included in your taxable income for the year.

### ***DO HIPAA PRIVACY RULES APPLY TO THIS HEALTH FSA PROGRAM?***

Yes, HIPAA privacy and security rules apply to the Health FSA Program under this Plan. Provisions regarding these rules are contained in the Plan document as required. You should review the notice of privacy practices given to you by your Employer for information on your privacy rights under HIPAA.

### ***WHAT RIGHTS DO I HAVE UNDER FEDERAL LAW?***

The Health FSA Program is subject to the Employee Retirement Income Security Act of 1974 (ERISA) which entitles you to certain rights and protections.

#### **Receive Information About Your Plan and Benefits**

ERISA provides that all participants under the Health FSA Program shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan and, if applicable, a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series), if applicable, and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit of exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**APPENDIX A**

**I. General Information**

**Employer, Plan Sponsor, and Plan Administrator**

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

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

Phone: \_\_\_\_\_

The plan is maintained pursuant to a collective bargaining agreement with \_\_\_\_\_ . Upon written request to the Plan Administrator, you will be provided a copy of the collective bargaining agreement. (You may be charged a reasonable fee.) A copy of the agreement is also available for your review at the office of the Plan Administrator during regular business hours.

**Employer Identification Number**

\_\_\_\_\_

**Plan Number**

\_\_\_\_\_

**Plan Year**

The 12-month period beginning each \_\_\_\_\_ and ending each \_\_\_\_\_.

**Service of Legal Process**

Service of legal process may be made upon the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service of process may also be made upon the Plan Administrator.

## Related Participating Employers

List or indicate "None" \_\_\_\_\_.

## II. Pre-Tax Premium Program

### Benefit Programs (select all that apply):

- Group health insurance: medical dental vision.
- Group-term life insurance. Note: If you elect group-term life insurance coverage in excess of \$50,000, the cost of the coverage in excess of \$50,000 (as determined under IRS regulations section 1.79-3(d)(2), Table I), less the amount of any after-tax contributions for the coverage is includible in your gross income on your W-2.
- AD&D.
- Specific disease or hospital indemnification insurance (e.g., AFLAC).
- Long-term disability insurance. Note: If premiums for long-term disability benefits are paid on a pre-tax basis under the Pre-Tax Premium Program, any disability benefits provided under the policy will be taxable when paid to you.
- Short-term disability insurance. Note: If premiums for short-term disability benefits are paid on a pre-tax basis under the Pre-Tax Premium Program, any disability benefits provided under the policy will be taxable when paid to you.
- Other. \_\_\_\_\_.

### HOW DO I ENROLL IN THE PLAN?

#### Option 1: Affirmative Enrollment

When you first become eligible for the Plan, you will receive an election form. Using the election form, you may select your benefit coverages and authorize salary withholding for the corresponding premiums. You will become a participant on the date specified by the Plan Administrator after you have timely filed the election form with the Plan Administrator.

There will be an annual enrollment opportunity for each subsequent plan year. Select one of the following:

Your election for pre-tax payment of premiums will continue in force for each succeeding plan year unless you file a new election form during the enrollment period.

You must timely file a new election form each year. If you do not do so, your premiums for the coverage you elect will be paid on an after-tax basis. You cannot change your election during the plan year unless you have a change in status described below in "Can I Change My Elections During the Plan Year?"

Whether or not you participate in this Plan is entirely your decision. If you participate, your compensation will be reduced by the total amount you have elected on your election form. Each paycheck you receive during the plan year will be reduced in a substantially equal amount.

**Option 2: Automatic Enrollment**

If you elect coverage under any of the Benefit Programs listed on Appendix A, you will be automatically enrolled in the Pre-Tax Premium Program and your Employer will withhold from your pay on a pre-tax basis the premium contributions for the insurance coverage you have elected. You will continue to be a participant in the Pre-Tax Premium Program as long as you are enrolled in a Benefit Program listed on Appendix A.

**III. Health Flexible Spending Arrangement (FSA) Program**

Eligibility – You must be a \_\_\_\_\_ employee regularly scheduled to work at least \_\_\_\_\_ hours per week to participate in the Health FSA. You will be eligible to participate on the first \_\_\_\_\_ following \_\_\_\_\_ days of continuous service with the Employer.

Maximum Annual Employee Contribution - \$\_\_\_\_\_. This amount will be pro-rated if you are not a participant at the beginning of the plan year.  Yes  No

Employer Contributions?  Yes  No

Maximum Annual Employer Contribution - \$\_\_\_\_\_.