Diocese of Winona - Rochester

Flexible Spending Plan

Dependent Care FSA Summary
January 1 – December 31, 2020

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INTRODUCTION

The Company's Further Flexible Benefit Plan (the "Plan") permits Eligible Employees to choose to pay for certain benefits on a pre-tax basis.

This *Summary* describes the Dependent Care Flexible Spending Account ("Dependent Care FSA") Benefit Option under the Plan. Terms may be defined in this *Summary* or in the *Plan Document*.

Through the Dependent Care FSA, you can pay Dependent Care Expenses on a pre-tax basis. This will generally result in a tax savings and increase your spendable income.

Refer to our *DCAP Essential Guide* for a tax savings example. You may also want to use the *Tax Savings Calculator* link available at https://learn.hellofurther.com/ to estimate your tax savings.

The tax benefit you experience will depend on the benefits you elect, as well as other factors that affect the amount of taxes you pay. Although participating in the Plan can provide significant tax advantages, there may be tax disadvantages to participating in the Plan based on your particular situation. You may wish to consult with your tax advisor.

DETAILS OF THE DEPENDENT CARE FSA BENEFIT

(a) **Dependent Care expenses eligible for reimbursement.** You can use your Dependent Care FSA to pay for Dependent Care Expenses. Dependent Care Expenses must be work-related to be eligible for reimbursement. Details are provided below. Examples of Eligible Dependent Care Expenses are at https://learn.hellofurther.com/. **Your minimum annual contribution is $150.00 per plan year and the maximum annual contribution is $5,000.00 per plan year. The maximum annual contribution for this benefit is determined by law.**

(1) "Dependent Care Expense" means:

(i) An amount that you incur for the Care of a Qualifying Individual and Household Services incidental to that care

(ii) To enable you, and if you are married, your spouse to be "gainfully employed" or to actively search for "gainful employment" (*i.e.*, the dependent care must be necessary for you to work or to find work)

(2) A Dependent Care Expense is "incurred" on the date on which the services are provided, regardless of the date on which payment for such services is due or made.

(3) "Qualifying Individual" is defined below.

(4) "Care of a Qualifying Individual" means services, the primary purpose of which is to provide for the Qualifying Individual's well-being and protection. It does not include the provision of food, clothing or education unless such benefits are incidental to such primary purpose and does not include the provision of education to an individual in kindergarten or any higher grade.

(5) "Household Services" are services performed in and around your home that are ordinary and usual services necessary to maintain your household and are attributable, at least in part, to the Care of the Qualifying Individual.

(6) "Gainfully employed" or "gainful employment" means a job. Your spouse will be deemed to be gainfully employed during any month in which he or she is either a full-time student at an educational institution or is a Qualifying Individual (*i.e.*, physically or mentally incapable of caring for himself or herself).

(b) **You must request reimbursement.** To receive reimbursement for Dependent Care Expenses, you must submit a completed claim form (which includes your promise that the expenses have not been reimbursed from any other source and that you will not seek reimbursement for the expenses from any other source) and independent third-party documentation of the expense.

Online: To receive reimbursement for FSA expenses, you may submit your form by signing into the Member Online Service Center via www.HelloFurther.com and submitting your claim online.

(c) **Maximum benefits.** Federal law limits the amount that can be reimbursed from your Dependent Care FSA to $2,500 per calendar year if you are married but file a separate federal income tax return and $5,000 per calendar year if you are single or married filing a joint federal income tax return. Moreover, benefits can never be more than your "earned income" for the year. Your earned income is your adjusted gross income, or, if less, the adjusted gross income of your spouse if you are married. If your spouse is unemployed because he or she is incapable of self-care or is a full-time student, your spouse will be deemed to have an earned income of a certain amount per month depending upon whether there is one Qualifying Individual or two or more Qualifying Individuals. IRS Publication 503, which you may obtain from the IRS's web site at http://www.irs.gov, describes the deemed earned income limitation.

(d) **Dependent Care tax credit.** The federal tax law allows you to take a tax credit on your federal income tax return for qualified dependent care expenses in an amount up to $3,000 for one dependent and up to $6,000 for two or more dependents. (Your potential tax credit is a percentage of these amounts that depends on your adjusted gross income). The difference between the Dependent Care FSA and the tax credit is that the Dependent Care FSA provides a reduction in your taxable income, while the tax credit offers a direct reduction on the amount of tax you pay. You cannot use the Dependent Care FSA and the tax credit for the same expenses. In addition, use of the Dependent Care FSA will reduce dollar for dollar or eliminate your tax credit. You will need to determine which of these methods is best for you, because each person's tax situation is unique, your own tax advisor should be consulted to help you determine which approach is best for you. The Dependent Care Tax Savings Worksheet in our *Further Flexible Spending Accounts Employee Brochure* may be helpful in determining whether the tax credit is more advantageous for you.

(e) **Reimbursements are reported on form W-2.** The reimbursements you receive for Dependent Care Expenses will be reported to the IRS on your W-2 Form for the year. These amounts should not generally be taxable unless: (i) your reimbursements exceed your earnings for the year or, if you are married on the last day of the year, your spouse's earnings for the year; or (ii) you do not report the taxpayer identification number of your dependent care service provider when you file your federal income tax return.

(f) **Dependent Care provider information on tax return.** You will be required to list on your annual tax return the names and taxpayer identification numbers of any persons who provided you with dependent/day care services during the calendar year for which you have claimed a tax-free reimbursement.

(g) **Expenses cannot be reimbursed from any other source, including tax credits or tax deductions.** Duplications of reimbursement or attempts to take tax credits or deductions for reimbursed expenses may constitute tax fraud and you personally will be responsible for any penalties. It is not the responsibility of your Employer, the Plan Administrator or the Claims Administrator to monitor your personal income tax or other financial affairs.

ELIGIBLE EMPLOYEES

Only eligible employees may participate. An eligible employee may participate in the plan immediately after employment begins. You are eligible if you are

- Employed by the company or a participating employer
- Regularly scheduled to work 20 or more hours per week
- Are not an excluded individual

- Satisfy any other eligibility requirements

You are a participant if you are an eligible employee, have enrolled in the Pre-Tax Premium Plan, and have not terminated participation.

Eligible employees do not include:

- Leased employees
- Independent contractors
- Employees subject to a collective bargaining agreement (except as specifically provided in the collective bargaining agreement)
- Interns
- Employees classified as temporary
- Employees covered by written agreements stating they are not eligible to participate in this Plan.

<u>DEPENDENTS</u>

(a) You may only use the Dependent Care FSA to be reimbursed for expenses of someone who qualifies as your Dependent.

(b) For the Dependent Care FSA, "Dependent" means someone who meets the requirements of a "Qualifying Individual." If a Dependent ceases to meet these requirements during a Plan Year (e.g., a dependent child turns 13), Eligible Dependent Care Expenses incurred before the Dependent ceased to meet the requirements may still be reimbursed.

(c) A Qualifying Individual means an individual who is your Qualifying Child, Qualifying Spouse or Qualifying Relative, as defined below

If you and your child's other parent do not live together, only the parent with primary physical custody (parent with whom the child resides for more than six months out of the year) can be reimbursed for Dependent Care Expenses for the child and then only for the days in which the child resides with him or her. The other parent cannot seek reimbursement of Dependent Care Expenses even for the days during which the child resides with him or her.

(1) *A Qualifying Child*. This means an individual who:

(i) Has one of the following relationships to you: son, daughter, stepdaughter, stepson, brother, sister, stepbrother, stepsister, foster child, or child for whom the you have legal guardianship (or a descendent of any of these individuals);

(ii) Is under the age of 13;

(iii) Lives with you for more than one half the year; and

(iv) Does not provide more than one half of his or her own support.

(2) *A Qualifying Spouse*. This means your spouse who:

(i) Lives with you for more than half of the year; and

(ii) Is physically or mentally incapable of self-care.

(3) *A Qualifying Relative*. This means an individual:

(i) Who has a "Qualifying Child" relationship to you (as specified in subsection (c)(1)(i) above) or who is your father, mother, stepfather, stepmother, niece, nephew, aunt uncle, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law, or who lives with you and is a member of your household;

(ii) Who is not your Qualifying Child or the Qualifying Child of any other person;

(iii) For whom over one half of whose support for the year is provided by you;

(iv) Who lives with you more than half of the year; and

(v) Who is physically or mentally incapable of self-care.

ENROLLMENT

(a) **Initial Enrollment.** You must enroll within 30 days of becoming an Eligible Employee. An eligible employee may participate in the Plan on the first of the month following date of hire. Days of employment prior to termination or unpaid leave of an employee is not counted for the service requirement.

(b) **Annual Open enrollment.** If you do not enroll when you are first eligible, you must wait until the next Open Enrollment Period for another chance to participate (unless you experience an “Election Change Event” and make a “Qualifying

Election Change," as discussed later in this *Summary*). Federal tax law prohibits any other mid-year enrollment. The Open Enrollment Period for each Plan Year will be determined by the Plan Administrator.

(c) **Enrollment procedure**. The Plan Administrator will provide enrollment instructions. You must complete your enrollment within the time specified by the Plan Administrator.

(d) **Dependent Care FSA election.** You must indicate the amount you want to contribute, if any, to a Dependent Care FSA when you enroll.

(e) **Mid-Year enrollment:** You must enroll within 30 days after becoming an Eligible Employee. Employees are eligible for this benefit on the first of the month following date of hire, at which time participation will begin. Days of employment prior to termination or unpaid leave of an employee is not counted for the service requirement

ELECTION CHANGES DURING THE PLAN YEAR

(a) **Qualifying Election Changes.** Your election for any Plan Year cannot be changed during the Plan Year unless you experience an Election Change Event and make an election change that is on account of and consistent with the event (called a "Qualifying Election Change"). For complete details, request a copy of the Plan Document from the Plan Administrator or contact the Claims Administrator for assistance.

(b) **Examples.**

(1) If you add a child to your family (through birth or adoption), you can increase your Dependent Care FSA election.

(2) If a child or other Dependent is no longer a Qualifying Individual (for example, your child turns 13), you may decrease or terminate your Dependent Care FSA election.

(3) If you divorce and your child no longer lives with you, you may decrease or terminate your Dependent Care FSA election.

(4) If your cost for dependent care changes, you may make a corresponding change to your Dependent Care FSA election (unless your Dependent Care provider is a relative).

(5) If your need for dependent care changes due to a job change or a change in work hours, you may make a corresponding change to your Dependent Care FSA election.

(c) **You cannot elect an amount less than the amount already reimbursed.** An election change will not be consistent with an Election Change Event if the new amount elected is less than the amount already reimbursed from the Dependent Care FSA for the Plan Year.

(d) **Time limit for making election change.** To change your election, you must request an election change not later than 30 days after the Election Change Event (even if you are on leave at the time). You cannot change your election more than 30 days after an Election Change Event.

(e) **Election change process.** The Plan Administrator will provide instructions for requesting an election change. The Plan Administrator will determine whether an election change is permitted.

PARTICIPATION DURING A LEAVE OF ABSENCE

General rules. Coverage will continue under this Plan during a leave of absence in accordance with the Company's leave policies and the terms and conditions of the Plan. If there is a conflict between the information provided in this section and the Company's leave policies, the Company's leave policies will control. Your leave must be approved by the Company.

You will be required to make your premium/contribution payments ("payment" or "payments") for coverage to continue. If you do not make the required payment when due, the Company may retroactively terminate your coverage to the last day for which you have paid. Expenses incurred during the period for which your coverage is retroactively terminated will not be covered. The Company can recover any payments owed. Upon return to work, any payments owed will be taken from your pay. Contact the Plan Administrator for coverage payment options.

Additional Rules for Dependent Care FSAs.

(a) **Paid leave of absence.** Your Dependent Care FSA contributions will automatically continue as long as you continue to receive pay. Although you will continue to contribute to your Dependent Care FSA during a paid leave, dependent care expenses you incur during the leave will not be eligible for reimbursement due to tax rules. Do not submit claims for reimbursement for dependent care expenses incurred during your leave.

(b) **Unpaid leave of absence.** Your Dependent Care FSA contributions will terminate during an unpaid leave. Dependent care expenses you incur during an unpaid leave will not be eligible for reimbursement. You may reinstate your Dependent Care FSA contributions on return from leave.

(c) **Open enrollment during your leave.** If the open enrollment period for the next Plan Year occurs during your leave and your participation in the Plan continues, you will be able to make elections for Plan benefits for the new Plan Year in the same manner as active employees. If you do not elect Dependent Care FSA benefits, you will not be eligible to participate in these benefits in the new Plan Year, unless you experience an Election Change Event and make an election change within 30 days of that event.

(d) **Making election changes on return from leave.** Election changes other than as noted in this section will not be permitted on return from leave unless you experience another Election Change Event and make the election change within 30 days of the event.

PART-TIME EMPLOYMENT AND ABSENCES FROM WORK FOR MINOR ILLNESS OR VACATION

(a) **Part-Time employment.** Only Dependent Care Expenses incurred on the days during the week that both you and your spouse are working are eligible for reimbursement. If you and/or your spouse work part-time but are required to pay for dependent care on a weekly or monthly basis for both days worked and not worked (part-time daycare is not available), the entire cost will be eligible for reimbursement.

(b) **Temporary-Absences due to minor illness or vacation.** Only Dependent Care Expenses incurred on the days during the week that both you and your spouse are working are eligible for reimbursement. Dependent Care Expenses incurred while you and/or your spouse are absent from work for a few days due to a minor illness or vacation, however, are still eligible for reimbursement if you are required to pay for dependent care on a weekly or monthly basis for both days worked and not worked. An absence of no more than two consecutive weeks is considered a temporary absence.

OBTAINING REIMBURSEMENTS

(a) **Amount available for reimbursement.** The amount available for reimbursement during the Plan Year will be limited to the balance in your Dependent Care FSA (your payroll contributions, less any reimbursements already made from the Account for that Plan Year).

(b) **Expense must be eligible for reimbursement under this plan.** The expense must qualify as a Dependent Care Expense within the meaning of the Plan for reimbursement from the Dependent Care FSA. Please refer to our website for a list of eligible expenses. https://learn.hellofurther.com/

(c) **Expense must have been incurred during your period of coverage for plan year.** You may only use your Dependent Care FSA to pay for Dependent Care Expenses that you incurred during the Plan Year. Expenses incurred during one Plan Year cannot be reimbursed from contributions made during another Plan Year. An expense is incurred when the care or service giving rise to the expense is provided. The date of billing or payment does not matter.

(d) **Expense cannot be reimbursed out of other accounts.** Amounts contributed to the Dependent Care FSA cannot be used to reimburse expenses from the Medical FSA and vice versa.

(e) **Claim submission requirements must be satisfied.**

(1) *Claims Must be Submitted to Claims Administrator.* Claims should be sent or faxed directly to the Claims Administrator at the address or number listed on the bottom of the claim form.

(2) *Claims Must be Submitted During the Plan's Claims Submission Period.* **Further must receive all claims for reimbursement in our office no later than 3 months after the plan year end date to be reimbursed.**

For employees that have terminated during the plan year, claims must be received 3 months from the plan year end.

(3) *Documentation Must Be Provided.* To receive reimbursement for an Eligible Expense, you must submit a completed claim form and documentation of the expense from an independent third party (for example, an itemized bill or receipt) showing: (i) date of service; (ii) type of service; (iii) cost of service; (iv) name of care provider; and (v) name of person receiving care. If claim information is incomplete, the claim may be denied and payment delayed.

(f) **Method of reimbursement.** To the extent the Claims Administrator determines that a claim is properly payable under the Plan, you will be reimbursed for the expense, either through a check or via direct deposit, if you have selected that option. Reimbursements will be issued as scheduled by the Claims Administrator. Your claim for a Dependent Care Expense will be paid up to the amount you have contributed to your Dependent Care FSA as of the day the claim is processed. If the claim amount exceeds the amount in your account, you will be reimbursed up to the amount available in your account. A claim balance will be carried forward and will be paid when additional funds become available. You do not need to send in more than one claim for an Eligible Expense.

(g) **Recovery of improper reimbursements.** You will be required to repay the Plan for reimbursements determined by the Claims Administrator to be ineligible for reimbursement under the Plan or otherwise improper. The Claims Administrator may use one or more of the following recovery methods: (i) you repay the amount to your Dependent Care FSA or to the Plan, as determined by the Claims Administrator; (ii) offsetting the amount from future reimbursement payments to you for Eligible Dependent Care Expenses incurred in the same Plan Year; or (iii) withholding the amount from your compensation to the extent permitted by law. If these recovery methods are unsuccessful, the improper reimbursement may be treated as a business debt and the amount reimbursed will be included in your W-2 income.

CLAIMS AND APPEAL PROCEDURE

(a) **Initial determination on claim for reimbursement**

(1) *Time Period.* Within 30 days after receipt of a claim, the Claims Administrator will make its decision on the claim. The 30-day period for the initial review determination by the Claims Administrator may be extended by up to 15 additional days if: (i) such an extension is necessary due to special circumstances beyond the control of the Plan; and (ii) the Administrator provides notice of the extension to you prior to the expiration of the initial 30-day period which indicates the circumstances requiring the extension of time and the date by which the Plan expects to render its decision. If an extension is necessary due your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information you must submit and you will be provided at least 45 days from your receipt of the notice within which to provide the required information. The time period for making the initial determination will be tolled from the date on which the notification of the extension is provided to you until the date you respond to the request for additional information.

(2) *Written Notice of Denial.* If a claim is denied, in whole or in part, the Claims Administrator will send written notification of the denial to you which will include the specific reason for the denial, a reference to the Plan provision on which the denial is based, a description of additional information or documents necessary in order for the claim to be eligible for reimbursement, and a description of the Plan's appeal procedure.

(b) **Appeal rights and procedures.**

(1) *Written Request for Appeal Review.* If your entire claim is not paid, you have the right to appeal the denial to the Claims Administrator. You must send a written request for an appeal review to the Claims Administrator within 180 days of your receipt of the notice of the denial of the claim. Your request for review should include the specific reason(s) you believe the claim is eligible for reimbursement under the terms of the Plan.

(2) *Right to Review Documents/Submit Comments.* You have the right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. You may submit written comments, documents, records, and other information to the Claims Administrator and the information will be considered on review regardless of whether the information was submitted or considered in the initial claim determination.

(3) *Person Conducting Review.* The review will be conducted by a person who is neither the individual who made the initial benefit determination nor a subordinate of that individual, and no deference will be afforded to the initial review determination.

(4) *Notice of Continued Denial.* If the denial is upheld in whole or part, the Claims Administrator will send notification of the denial to you. You will be notified of the Claims Administrator's decision on appeal in writing within 60 days after the plan administrator received your appeal. The notice will include the Claims Administrator's reason for its decision.

(i). *Level Two Appeal Process.* Following the Level One Appeal Process, you have additional voluntary appeal rights through Further. If you are not satisfied with our decision, you may elect to further appeal to Further by sending a letter within 30 days or the later of your run out end date requesting our Further Corporate Appeals Committee to reconsider the decision. If you have terminated employment during the year or if you are unsure of your plan's run out end date please contact your group representative or our customer service department. You have the option to present your concerns to the Further Corporate Appeals Committee either in person or via telephone conference call. A written notification of the Committee's decision about your appeal will be sent within 30 days from the date your request is received.

You may elect this voluntary appeal (Level Two Appeal) only after you have submitted a Level One Appeal and that appeal has been denied. You are not required to submit a Level Two Appeal prior to bringing a claim in court (the plan will not assert that you failed to exhaust administrative remedies in not submitting to a Level Two Appeal). The six-month limitation period provided in the Plan Document within which you may bring a claim to court is tolled during the time that the Level Two Appeal is pending.

FORFEITURE OF ACCOUNT BALANCE

According to federal tax law, amounts remaining in your Dependent Care FSA after the end of the Claims Submission Period following payment of Eligible Expenses incurred during the Plan Year must be forfeited. Such forfeited amounts will be used by the Plan Administrator, in its discretion, to pay the cost of benefits under the Plan, for administrative costs of the Plan, or to provide additional benefits to participants. Planning carefully on the amount to contribute to the spending accounts should help you to avoid forfeitures. Refer to our *Further Flexible Spending Accounts Employee Brochure* for a Dependent Care FSA Election Worksheet to help you determine your contribution.

TERMINATION OF PARTICIPATION DUE TO TERMINATION OF EMPLOYMENT

(a) **When participation ends.** If your employment with the Company terminates, your participation in the Plan will end as of the date of your termination of employment.

(b) **Dependent care expenses incurred after termination.** If you have a balance remaining in your Dependent Care FSA after your termination from employment, your participation in this benefit will be deemed to continue until you have "spent down" your Account or through the end of the Plan Year in which your termination occurred, whichever occurs first. You can submit Dependent Care Expenses incurred after the date of your termination but before the end of that Plan Year. All other Plan requirements for eligibility of Dependent Care Expenses, including that the expenses must be necessary for you to work or to find work, must be satisfied.

(c) **Amounts remaining after termination.** Any amounts remaining in an account after the end of the Claims Submission Period for the Plan Year in which the termination occurred will be forfeited.

(d) **Re-employment by a participating employer.** If you terminate employment and are re-employed by a participating employer, you may participate in the Plan. Whether you are required to resume your elections in place prior to your termination or may make new elections depends on the length of time between your termination and reemployment and whether you are reemployed in the same Plan Year or a new Plan Year.

A Participant who terminates employment and <u>is re-employed by a participating employer in an Eligible Employee class within 30 days and within the same Plan Year</u> will be required to resume participation in the Plan and the participant's prior benefit elections will be reinstated.

A Participant who terminates employment and is re-employed by a participating employer in an eligible employee class after 30 days or more and within the same Plan Year will be treated as a new employee. Such a person must satisfy any Service Requirement and re-enroll in the Plan.

A Participant who terminates employment and is re-employed by a participating employer in an eligible employee class in a new Plan Year will be treated as a new employee. Such a person must satisfy any Service Requirement and re-enroll in the Plan

OTHER REASONS FOR TERMINATION OF PARTICIPATION

(a) Your participation in this Plan can also end if:

(1) You no longer qualify as an Eligible Employee;

(2) Your Employer stops participating in this Plan;

(3) You commit fraud or misrepresent your eligibility to participate or the eligibility of a claim for reimbursement under this Plan; or

(4) The Company terminates the Plan.

(b) The rules discussed above for termination of participation as a result of termination of employment also apply if termination of participation occurs for other reasons.

NOTICES

(a) **HIPAA and COBRA do not apply.** The Dependent Care FSA is not subject to HIPAA or COBRA.

(b) **Company's Right to terminate or amend the Plan.** The Company reserves the right to amend or terminate the Plan at any time and without notice.

(c) **No Guarantee of Employment.** Participation in this Plan is not a guarantee of employment.

(d) **Plan Administrator's discretion.** The Plan Administrator (and persons to whom it has delegated powers, to the extent of such delegation) has total and complete discretionary authority with respect to administration and interpretation of the Plan. Benefits under the Plan will only be paid if the Plan Administrator decides in its discretion that a claimant is entitled to them.

PLAN SPECIFICATIONS

Employer, Plan Sponsor and Plan Administrator:

Diocese of Winona - Rochester
55 W Sanborn St
Winona, MN 55987

Telephone: 507.858.1268

Type of Plan:

Cafeteria Plan which includes Dependent Care Flexible Spending Account

Claims Administrator:

Further
3535 Blue Cross Road
Eagan, MN 55122-1154
651.662.5065 or 800.859.2144
www.HelloFurther.com

Plan Year:

January 1 through December 31

Your Further Group Number:

011486

Salary Reduction from Last Paycheck of the Plan Year

Salary reduction amounts from the last paycheck of the Plan Year may be used to pay for the first month of benefits elected for the next Plan Year.