

Cafeteria Plan Checklist

DO NOT USE THIS CHECKLIST IN LIEU OF THE PLAN DOCUMENT.

1. Adopting Employer (Enter primary adopting Employer here. Enter other members of affiliated companies in item 16.)

2. Plan Name - The legal name of the Plan is:

3. Dates

- a. Effective Date (Effective date of this document): ____/____/____
- b. Adoption Date (date document is to be executed): ____/____/____
(If this field is left blank, it must be manually entered in the printed document.)

This Plan is a

- c. New plan
- d. Restatement of a plan originally effective: ____/____/____

PART I. The following identifying information pertains to the Employer and the Plan and Trust:

1. Employer Address : _____

(City, State, Zip) _____

2. Employer Telephone : _____

3. Employer Tax ID : _____

4. Three Digit Plan Number : _____

5. Plan Year : ____/____/____ to ____/____/____
(Must be 12 consecutive months.)

6. Short Initial Plan Year : ____/____/____ to ____/____/____

7. Legal Representative : _____
 (same as Employer)

8. Plan Administrator : _____

(same as Employer) _____

Appointed to keep the records for the Plan and be responsible for the administration of the Plan:

- a. Plan Administrator
- b. HR Manager
- c. Benefits Administrator
- d. Office Manager
- e. Other : _____

9. Plan Administrator ID Number : _____

10. Benefit Coordinator : _____

11. Named Fiduciary : _____

12. Document Provider : _____

13. Trust

This is a Trusteed Plan

The Trust shall be known as:

Trust ID Number : _____

Plan Trustees : _____

_____, _____

_____, _____

14. Legal Organization of Employer :

- a. Sole Proprietorship
- b. Partnership
- c. C Corporation
- d. S Corporation
- e. Limited Liability Company (LLC)
- f. Limited Liability Partnership (LLP)
- g. Not for Profit Corporation
- h. Professional Service Corporation
- i. Medical Corporation
- j. Church or Government Plan (Exempt from ERISA)
- k. Other - Explain : _____

15.State of Legal Construction : _____

16.Affiliated Companies:

(Complete only for those Affiliated Companies that will be adopting the Plan.)

Affiliated Companies:

a. Other Companies: _____

17.Plan is administered by a Third Party Administrator:

a. Yes, Plan is administered by Third Party Administrator (default)

b. No, Plan is NOT administered by Third Party Administrator

SAMPLE

PART II. Unless specifically provided to the contrary, only one selection may be made for each design category. Section references are relevant to Plan Sections. Defined terms have the meanings provided in the Plan.

A. Eligibility and Entry Date Provisions

1. **Eligible Employees** - The Eligibility and Participation section of the document provides that all Employees, including Employees of certain related businesses and Leased Employees are eligible and including members of a collective bargaining unit and non-resident aliens. (Select all applicable)

- a. Exclude members of collective bargaining unit
- b. Exclude non-resident aliens
- c. Exclude Leased Employees
- d. Exclude part time Employees who regularly work less than ____ hours per week
- e. Exclude seasonal Employees who regularly work less than ____ months per year (Not to exceed 6 months)
- f. Other - Specify: _____ (Plan)
_____ (SPD)

2. **Eligibility Requirements** - An Employee is eligible to participate in the Plan if he satisfies the following requirements. (Select all applicable. Selecting more than one option means that an Employee must meet all indicated requirements for eligibility.)

- a. No age or service required
- b. Requirements are same as group medical insurance plan
- c. Minimum age of ____ years. (Not to exceed 21. Partial years may be used.)
- d. Minimum of ____ Hours required during each Week Month for part time Employees
- e. Minimum of ____ months per Plan Year for seasonal Employees
- f. Minimum of ____ consecutive days
 non-consecutive weeks
 months,
counting his or her employment Commencement Date as the first day
- g. Other - Specify: _____ (Plan)
_____ (SPD)

3. **Entry Date** - The Eligibility and Participation section of the document provides that an Employee who satisfies the eligibility requirements enters the Plan on the Entry Date. The Entry Date is:

- a. the date the eligibility requirements have been met
- b. the same day as the Employer's group medical plan
- c. the first day of the pay period next following the date eligibility requirements have been met
- d. the first day of the next month following satisfaction of the eligibility requirements
- e. the first day of the month coinciding with or following the date the eligibility requirements have been met
- f. as of the earliest eligibility date for any of the component plans
- g. the first day of the month following the date of hire
- h. Other - Specify: _____ (Plan)
_____ (SPD)

4. **First Plan Year Elections** - If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Method and Timing of Elections for the first plan year, then the Employee:

- a. is considered to have elected not to participate for the initial Plan Year and may not elect any Benefits under the Plan until the next Open Enrollment Period or until an event occurs that would justify a mid-year election change, as described under Irrevocability of Elections; Exceptions
- b. shall continue with the same benefit choices as the prior year for Premium Insurance Benefits and will pay for them with after-tax dollars outside of this Plan
- c. if a new hire, shall have 30 days after their date of hire to return the election Form/Salary Reduction Agreement
- d. *will automatically be enrolled in the Premium component, with the employee's salary reduced pretax to pay for a portion of the cost of the coverage, unless the employee affirmatively elects otherwise before a date specified in the open enrollment materials.
- e. Other - Specify: _____ (Plan)
_____ (SPD)

*NOTE * An automatic enrollment must be preceded by a notice informing employees about the automatic enrollment, the cost of coverage, and the procedure for opting out and the timing for making an opt-out. Additionally, some state wage withholding laws may limit an employer's ability to initiate automatic and evergreen/rolling elections, based on wage withholding laws.*

5. **Subsequent Plan Year Elections** - If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement for subsequent Plan Years, then the Employee:

- a. is considered to have elected not to participate for the new Plan Year and may not elect any Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a mid-year election change.
- b. shall continue with same elections as prior year for
 - b.1. insured/premium benefit(s)
 - b.2. reimbursement benefit(s)
- c. Other - Specify: _____ (Plan)
_____ (SPD)

6. **Treatment of Rehires - Less than 30 Days** - If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of termination of employment and is otherwise eligible to participate in the Plan, then the Employee:

- a. will immediately rejoin the Plan and be reinstated with the same elections that the individual had before termination.
- b. will immediately rejoin the Plan, but would not be allowed to elect new Benefits unless an applicable Change in Status occurs.
- c. will not be allowed to rejoin the Plan until the first day of the following Plan Year unless an applicable Change in Status occurs.
- d. Other - Specify: _____ (Plan)
_____ (SPD)

7. **Treatment of Rehires - More than 30 Days** - If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, the Employee:

- a. may immediately rejoin the Plan and may make new benefit elections. Any unused

reimbursement benefits account balance prior to the initial separation of service date will be forfeited.

- b. will not rejoin the Plan until the first day of the following Plan Year, unless the Employee should incur an applicable Change in Status. Any unused reimbursement benefit account balance prior to the initial separation of service date will be forfeited.
- c. will not rejoin the Plan until the first day of the following Plan Year, regardless of whether or not the Employee should incur an applicable Change in Status. Any unused reimbursement benefit account balance prior to the initial separation of service date will be forfeited.
- d. will be treated as a new hire and must resatisfy (complete the waiting period) Plan eligibility requirements to rejoin the Plan.

8. Participation after loss of Eligibility - If an Employee ceases to be an Eligible Employee for any reason other than for termination of employment, including, but not limited to, a reduction of hours, and then becomes an Eligible Employee again, the Employee (select one)

- a. must re-satisfy (complete the waiting period) Plan eligibility requirements to rejoin the Plan (or before becoming eligible to participate in the Plan)
- b. may rejoin the Plan without having to re-satisfy (complete the waiting period) Plan eligibility requirements

9. Termination of Participation

- a. Eligibility continues beyond the date on which the Employee ceases to be an Eligible Employee, for purposes of pre-taxing COBRA coverage.
- b. Eligibility does not continue beyond the date on which the Employee ceases to be an Eligible Employee, for purposes of pre-taxing COBRA coverage.

10. FMLA Continuation Coverage - if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's coverage on the same terms and conditions as if the Participant were still an active Employee.

- a. FMLA coverage is not offered
- b. FMLA coverage is offered
- c. Employer pays 100% of FMLA costs
- d. Employee pays FMLA costs based on the following: (select all applicable)
 - d.1. Pre-pay with after-tax dollars
 - d.2. Pre-pay with pre-tax dollars
 - d.3. Pay-as-you-go Method
 - d.4. Catch-up Method

11. Non-FMLA Continuation Coverage - If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid in one of the following ways: (*Options must be at least as favorable as those offered to employees not on FMLA leave.*)

- a. Employer pays 100% of Non-FMLA costs
- b. Employee pays Non-FMLA costs based on the following: (select all applicable)
 - d.1. Pre-pay with after-tax dollars
 - d.2. Pre-pay with pre-tax dollars
 - d.3. Pay-as-you-go Method
 - d.4. Catch-up Method

B. Funding and Contribution

1. **Funding Method** - Funding for the Plan is provided by: (select all applicable)

- a. Salary Reduction
- b. Flex Credits

2. **Employer Contribution** - The Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement. *(You may select one of a, b, c, d, or f; however, option 'e' may be selected in combination with other options.)*

- a. All Participants receive the same number of Flex Credits \$_____ or _____% per plan year
- b. Participants are provided with an amount of Flex Credits equal to ____ credits per _____ dollars of salary not to exceed _____ credits
- c. Flex Credits based on salary ranges:

<u>Compensation Range</u>		<u>Number of Flex Credits</u>
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____
\$ _____	to \$ _____	_____

- d. Deferring participants receive matching contributions equal to their amount of total deferrals
 - d.1. but not more than \$_____. *(Check if matching contributions are limited.)*
- e. Limit Employer contribution to Health FSA to less than \$500
- f. Other - Specify: _____ (Plan)
 _____ (SPD)

Compensation Definition - Compensation is defined as:

- g. Gross Compensation
- h. Base Compensation - Bonus and Overtime excluded
- i. Other - Specify: _____ (Plan)
 _____ (SPD)

Employer Premium Adjustments - Select if the employer wants the option to temporarily adjust premium contributions (select all applicable)

- j. temporarily increase the Employers share of premiums (premium holiday)
- k. temporarily increase the Participants cost

NOTE: Employer contributions to a health FSA (e.g., flex credits, matching, etc.) will be subject to the \$2,500 annual limit and taken into account when determining whether an employee has exceeded the limit unless the contributions cannot be cashed out or used for any other purpose. (Select option 3.a. No cash-out option offered.)

3. **Unused Flex Credits** - *NOTE: The term 'cash-out option' refers to a plan provision under which the participant may be paid additional cash compensation in exchange for forgoing a benefit that the employer otherwise would have paid for. Before an employer offers a cash-out option, they should always check with its insurance carrier to make sure the offering does not violate minimum participation requirements or other insurance contract terms. (Check **one** box only)*

- a. No cash-out option offered
- b. Unused Flex Credits not applied by the Participant toward the cost of Benefits shall be applied to an Eligible Employee 401(k) in an amount not to exceed _____% (not less than 1.00%.)
- c. Credits not applied toward the cost of Benefits shall be paid as cash compensation in a maximum amount of _____ \$ or % (not less than 1.00% or \$1.00 whichever is greater) for any Plan Year. Such compensation shall be paid
 - c.1. per pay period
 - c.2. monthly
 - c.3. quarterly
 - c.4. semi-annually
 - c.5. annually, end of Plan Year
 - c.6. annually, beginning of Plan Year
- d. Credits not applied toward the cost of Benefits shall be paid as cash compensation in a maximum amount of _____ \$ or % (not less than 1.00% or \$1.00 whichever is greater) for any Plan Year provided the Participant has submitted an Election Form/Salary Reduction Agreement. Such compensation shall be paid
 - d.1. per pay period
 - d.2. monthly
 - d.3. quarterly
 - d.4. semi-annually
 - d.5. annually, end of Plan Year
 - d.6. annually, beginning of Plan Year
- e. Other - Specify: _____ (Plan)
 _____ (SPD)

4. **Maximum Employee Contribution** - Participants who elect Benefits under the Plan may pay for the cost of that coverage on a pre-tax salary reduction basis by completing an Election Form/Salary Reduction Agreement

- a. A fixed dollar amount: \$_____
- b. A Percent of Salary: _____%
- c. Sum of costs of most expensive benefit choices
- d. Other - Specify: _____ (Plan)
 _____ (SPD)

5. **Benefit Acceleration** - Salary Reduction Balance Upon Termination of Coverage

- If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date salary reductions exceed or are less than the Participant's required Contributions for the premium insurance coverage, the Employer will, as applicable, either return any unused premiums to the Participant as additional taxable wages or recoup the due salary reduction amounts from any remaining Compensation.

6. **Funding Assets** - Contribution and Reimbursement Assets are handled in the following manner:

- a. Amounts payable may be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy.
- b. Only contributions for reimbursement benefits are made to the Trust and paid out of the Trust
- c. All contributions are deposited in the Trust and payments made out of the Trust
- d. Other - Specify: _____ (Plan)
_____ (SPD)

SAMPLE

C. Premium Component

1. **Premium Component Availability** - Premium insurance benefits that may be offered under the Premium Payment Component for premium-type benefits pursuant to an insurance policy issued by an insurance company, or a contract with a point of service organization to provide medical, dental, vision, or other qualified benefits under Section 125.

- a. Premium Component is Available
- b. Outside/Individual Insurance Policies Accepted

2. **Insurance Benefits Provided** - Insurance benefits provided by the insurance provider(s) include:
(select all applicable)

- a. Basic Health
 - a.1. Participant Only
 - a.2. Participant and Dependents
 - a.3. Dependents Only
- b. HMO
 - b.1. Participant Only
 - b.2. Participant and Dependents
 - b.3. Dependents Only
- c. PPO
 - c.1. Participant Only
 - c.2. Participant and Dependents
 - c.3. Dependents Only
- d. POS
 - d.1. Participant Only
 - d.2. Participant and Dependents
 - d.3. Dependents Only
- e. Dental
 - e.1. Participant Only
 - e.2. Participant and Dependents
 - e.3. Multiple Plan Deductibles
 - e.4. Orthodontic Coverage
- f. Vision
 - f.1. Participant Only
 - f.2. Participant and Dependents
- g. Group Term Life Insurance
 - g.1. Multiple Coverage
- h. Disability Benefits
 - h.1. Multiple Coverage
- i. Other Premium Benefits:
Benefit Title 1: _____
 - Described in another document. Document Name: _____
 - Described in this document: _____ (Plan)
_____ (SPD)Benefit Title 2: _____
 - Described in another document. Document Name: _____

- Described in this document: _____ (Plan)
 _____ (SPD)
 Benefit Title 3: _____
- Described in another document. Document Name: _____
- Described in this document: _____ (Plan)
 _____ (SPD)
 Benefit Title 4: _____
- Described in another document. Document Name: _____
- Described in this document: _____ (Plan)
 _____ (SPD)

3. **Premium Grace Period** - A Participant's salary reductions during a Plan Year may be applied by the Employer to pay the Participant's share of the Contributions for Premium Insurance Benefits that are provided to the Participant during the Grace Period, an additional period of time (not to exceed 2.5 months) immediately following the close of that Plan Year.

- a. Grace Period does not apply to the Premium Component
- b. Grace period of ____ additional Days Months following the end of each Plan Year

4. **Change in Status** - A Participant may make a new election upon the occurrence of certain events, including a Change in Status. The events constituting a Change in Status are:

- a. All of the events constituting a Change in Status under the regulations shall be allowed
- b. A Participant may change an election as described below upon the occurrence of the stated events: (If restrictions apply, select all applicable)
- b.1. Change in Employee's Legal Marital Status
 - b.2. Change in the number of Employee's Dependents
 - b.3. Change in Employment Status of Employee, Spouse or Dependent that Affects Eligibility
 - b.4. Change in Participant's Residence
 - b.5. Event Causing Employee's Dependent to Satisfy or Cease to Satisfy Eligibility Requirements
 - b.6. Cost Changes with Automatic Increase/Decrease in Elective Contributions
 - b.7. Significant Cost Increase or Significant Cost Decrease
 - b.8. Significant Curtailment of Coverage (With or Without Loss of Coverage)
 - b.9. Addition or Significant Improvement of a Benefit Package Option
 - b.10. Change in Coverage Under Another Employer Cafeteria Plan or Qualified Benefits Plan
 - b.11. Medicare or Medicaid Entitlement

D. Reimbursement Components

1. **Health FSA Component** - (Leave blank if Health FSA is not offered)

- A Health Flexible Spending Account Component is available

2. **Health FSA Eligibility Requirements** - An Employee is eligible to participate in the Health FSA if he satisfies the following requirements. (Select all applicable. Selecting more than one option means that an Employee must meet all indicated requirements for eligibility.)

- a. Eligibility Requirements are the same as described in Question A.2 of the checklist
- b. Requirements are same as group medical insurance plan
- c. Minimum age of ____ years. (Not to exceed 21. Partial years may be used.)
- d. Minimum of ____ Hours required during each Week Month for part time Employees
- e. Minimum of ____ (Not to exceed 6) months per Plan Year for seasonal Employees
- f. Minimum of ____ consecutive days
 non-consecutive weeks
 months,
counting his or her employment Commencement Date as the first day
- g. Other - Specify: _____ (Plan)
_____ (SPD)

3. **Health FSA Entry Date** - The Health FSA section of the Plan Document provides that an Employee who satisfies the eligibility requirements enters the Health FSA on the Entry Date. The Entry Date is:

- a. Entry Date is the same as described in Question A.3 of the checklist
- b. The same day as the Employer's group medical plan
- c. The date the eligibility requirements have been met
- d. the first day of the pay period next following the date eligibility requirements have been met
- e. the first day of the next month following satisfaction of the eligibility requirements
- f. the first day of the month coinciding with or following the date the eligibility requirements have been met
- g. Other - Specify: _____ (Plan)
_____ (SPD)

4. **Available Health FSA Coverage** - The Health FSA section of the Plan Document provides the following coverage options (Select all applicable. Option b is Employee HSA compatible, options c and d are Spouse HSA compatible.)

- a. General-Purpose Option - Participant or his or her Spouse or Dependents for medical care
 General-Purpose Option exclusions:
- b. Limited Option - Participant or his or her Spouse or Dependents for vision/dental/preventative care.
 Exclude preventive care
 General-Purpose Option exclusions:
- c. Employee-Only General-Purpose Option - Participant only for medical care
 General-Purpose Option exclusions:
- d. Employee-Plus-Children General-Purpose Option - Participant or Participant's Dependents (excluding Spouse) for medical care
 General-Purpose Option exclusions:

- e. Post-Deductible Option - Participant or his or her Spouse or Dependents for preventive care or medical expenses incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
- f. Exclude Adult Children under Notice 2010-38 & Code sections 105(b) and 106

5. Maximum Annual Benefits for Health FSA

The Maximum Annual Benefits Reimbursement for the General-Purpose Health and/or Limited-Purpose Health FSA

- a. Statutory Salary Reduction * Limit of \$2500 (Effective 1/1/2013)
- b. Other - Specify:
 - b.1 General-Purpose Health FSA is \$_____
 - b.2 Limited-Purpose Health FSA is \$_____
- c. \$2,500 limit to increase with inflation beginning 1/1/2014

* The \$2,500 limit applies to health FSA "salary reduction contributions" (on a plan-year basis), and not to other employer contributions. Therefore, nonelective employer contributions to a health FSA (e.g., flex credits, matching contributions, etc. that cannot be cashed out or used for any other purpose) are not subject to the limit and are not taken into account when determining whether an employee has exceeded the limit.

6. Minimum Annual Benefits for Health FSA

The Minimum Annual Benefits Reimbursement for the Health FSA is \$_____ (Leave blank if no Maximum)

7. Health FSA Proration Rule - If a Participant enters the Health FSA Component mid-year or wishes to increase his or her election mid-year, then the Participant's maximum dollar limit could be prorated based on a percentage of the plan year remaining. (Leave blank if not applicable)

- Proration of Maximum limit applies

8. Over The Counter (OTC) Drugs - Over-the-counter (OTC) drugs or medicines may be reimbursed from a Participant's Health FSA Account only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin. (Leave blank if not applicable)

- OTC Reimbursement is available

9. Health FSA Grace Period - A Participant's salary reductions during a Plan Year may be applied by the Employer to pay the Participant's share of the Contributions for Health FSA Benefits that are provided to the Participant during the Grace Period, an additional period of time (not to exceed 2.5 months) immediately following the close of that Plan Year.

- a. Grace Period does not apply to Health FSA
- b. Grace period of _____ additional Days Months following the end of each Plan Year

10. Health FSA Plan Year Adjudication - If the Health FSA has a Grace Period, the Participant may not choose to have the claim adjudicated against all applicable Plan Years. (Leave blank if not applicable)

- The Employee can specify against which Plan Year a claim may be adjudicated

11. Health FSA Change in Status - A Participant may make a new election upon the occurrence of the following permitted election changes:

- a. All of the events constituting a Change in Status under the regulations shall be allowed
- b. A Participant may change an election as described below upon the occurrence of the stated events: (If restrictions apply, select all applicable)
 - b.1. Change in Employee's Legal Marital Status
 - b.2. Change in the Number of Employee's Dependents
 - b.3. Change in Employment Status of Employee, Spouse or Dependent that Affects Eligibility
 - b.4. Event Causing Employee's Dependent to Satisfy or Cease to Satisfy Eligibility Requirements
 - b.5. Medicare or Medicaid Entitlement
- c. Limit the number of Change in Status elections per Year
Maximum number of changes: ____
- d. Only 'Increase' in election allowed.

12. ERISA Coverage of Health FSA - A Health FSA can be an employer-sponsored employee benefit plan. In such a case it falls under the rules of ERISA.

- a. The Health FSA does not fall under ERISA
- b. The Health FSA falls under ERISA

13. Health FSA Reimbursement After Termination; COBRA - To the extent required by COBRA, the following Participants shall be given the opportunity to continue Health FSA Benefits on a self-pay basis for the year in which the COBRA qualifying event occurs, with premiums generally to be paid after-tax:

- a. Only Participants with positive Health FSA Account balances at the time of the COBRA qualifying event.
- b. All Participants, whether they have positive or negative Health FSA Account balances.
- c. If Employer Contributions (Flex Credits) and the Health FSA qualifies as a Special Limited COBRA Obligation, only Participants with positive Health FSA Account balances at the time of the COBRA qualifying event, may extend coverage beyond the current Plan Year in which the COBRA qualifying event occurs.

14. Qualified Reservist Distributions - This will allow a Participant/reservist who is called to active duty for 179 days or more and not able to fully use amounts credited in his or her health FSA to cash out, on a taxable, penalty free basis, the unused benefits and not forfeit them under the "use-it-or-lose-it" rule that applies to health FSAs. The amount available as a qualified reservist distribution will be determined by the: (Leave blank if not applicable.)

- a. Contributed amount reduced by reimbursements: The qualified reservist distribution amount is the amount contributed to the health FSA as of the date of the qualified reservist distribution request, minus health FSA reimbursements received as of that date.
- b. Other - Specify: _____ (Plan)
_____ (SPD)

15. Dependent Care Assistance Plan (DCAP) Availability - (Leave blank if DCAP is not offered)

- A Dependent Care Assistance Component is available

16. DCAP Eligibility Requirements - An Employee is eligible to participate in the DCAP Plan if he/she satisfies the following requirements. (Select all applicable. Selecting more than one option means that an Employee must meet all indicated requirements for eligibility.)

- a. Eligibility Requirements are the same as described in Question A.2 of the checklist

- b. Requirements are same as group medical insurance plan
- c. Minimum age of ____ years. (Not to exceed 21. Partial years may be used.)
- d. Minimum of ____ Hours required during each Week Month for part time Employees
- e. Minimum of ____ (Not to exceed 6) months per Plan Year for seasonal Employees
- f. Minimum of ____ consecutive days
 non-consecutive weeks
 months,
counting his or her employment Commencement Date as the first day
- g. Other - Specify: _____ (Plan)
_____ (SPD)

17. DCAP Entry Date - The DCAP section of the Plan Document provides that an Employee who satisfies the eligibility requirements enters the DCAP on the Entry Date. The Entry Date is:

- a. the same as described in Question A.3 of the Checklist
- b. the same day as the Employer's group medical plan
- c. The date the eligibility requirements have been met
- d. the first day of the pay period next following the date eligibility requirements have been met
- e. the first day of the next month following satisfaction of the eligibility requirements
- f. the first day of the month coinciding with or following the date the eligibility requirements have been met
- g. Other - Specify: _____ (Plan)
_____ (SPD)

18. Maximum Annual Benefits for DCAP

The Maximum Annual Benefits Reimbursement for DCAP is:

- a. Statutory limit of \$5000
- b. Other - Specify: ____ (Not to exceed statutory limit)

19. Minimum Annual Benefits for DCAP

The Minimum Annual Benefits Reimbursement for DCAP is \$ ____ (Leave blank if no Minimum)

20. DCAP Proration Rule - If a Participant enters the DCAP Component mid-year or wishes to increase his or her election mid-year, then the Participant's maximum dollar limit could be prorated based on a percentage of the plan year remaining. (Leave blank if not applicable)

- Proration of Maximum limit applies

21. DCAP Grace Period - A Participant's salary reductions during a Plan Year may be applied by the Employer to pay the Participant's share of the Contributions for DCAP Benefits that are provided to the Participant during the Grace Period, an additional period of time (not to exceed 2.5 months) immediately following the close of that Plan Year.

- a. Grace Period does not apply to DCAP
- b. Grace period of ____ additional Days Months following the end of each Plan Year

22. DCAP Plan Year Adjudication - If the DCAP has a Grace Period, the Participant may not choose to have the claim adjudicated against all applicable Plan Years. (Leave blank if not applicable)

- The Employee can specify against which Plan Year a claim may be adjudicated

23. DCAP Change in Status - A Participant may make a new election upon the occurrence of the following permitted election changes:

- a. All of the events constituting a Change in Status under the regulations shall be allowed
- b. A Participant may change an election as described below upon the occurrence of the stated events: (If restrictions apply, select all applicable)
 - b.1. Change in Employee's Legal Marital Status
 - b.2. Change in the Number of Employee's Dependents
 - b.3. Change in Employment Status of Employee, Spouse or Dependent that Affects Eligibility
 - b.4. Event Causing Employee's Dependent to Satisfy or Cease to Satisfy Eligibility Requirements
 - b.5. Significant Cost Changes: Significant Cost Increase or Significant Cost Decrease
 - b.6. Significant Curtailment of Coverage (With or Without Loss of Coverage)
 - b.7. Addition or Significant Improvement of a Benefit Package Option
 - b.8. Change in Coverage Under Another Employer Cafeteria Plan or Qualified Benefits Plan
- c. Only 'Increase' in election allowed.

24. DCAP Reimbursements After Termination - Participants shall be given the opportunity to obtain reimbursement of Dependent Care Expenses incurred during the following timeframes:

- a. During the Period of Coverage prior to termination
- b. During the Period of Coverage prior to termination - including expenses incurred in the month following termination if such month is in the current Plan Year
- c. During the Period of Coverage following termination - that is, through the balance of the Plan Year if such expenses are otherwise qualifying expenses under the Code

25. Other Reimbursement Benefits - Other Reimbursement Benefits offered besides Health FSA and DCAP

- Other Reimbursement Benefits:
 - Benefit Title 1: _____
 - Described in another document. Document Name: _____
 - Described in this document: _____ (Plan)
_____ (SPD)
 - Benefit Title 2: _____
 - Described in another document. Document Name: _____
 - Described in this document: _____ (Plan)
_____ (SPD)
 - Benefit Title 3: _____
 - Described in another document. Document Name: _____
 - Described in this document: _____ (Plan)
_____ (SPD)
 - Benefit Title 4: _____
 - Described in another document. Document Name: _____
 - Described in this document: _____ (Plan)
_____ (SPD)

E. HSA Component

1. **Health Savings Account (HSA) Availability** - (Leave blank if HSA not offered)

A Health Savings Account is available

2. **ERISA Coverage of HSA** - An HSA can be an employer-sponsored employee benefit plan. In such a case it falls under the rules of ERISA.

a. The HSA does not fall under ERISA

b. The HSA falls under ERISA

NOTE: HSAs funded with salary reductions or cashable flex credits generally will not be subject to ERISA and is not considered an Employer-sponsored plan (unless the Employer imposes restrictions). If an Employer makes contributions outside of the Cafeteria plan, they must make comparable contributions to all participating Employees.

3. **Employer and Participant Contributions for Cost of Coverage for HSA** - The HSA will be funded:
(Specify amount, not to exceed the statutory maximum limit.)

a. Solely with Employee's pre-tax salary reductions

b. Employee's pre-tax salary reductions and Employer contributions in the form of flex credits
(Complete section **'B. Funding and Contributions'** Question 1.b. Flex Credits.)

F. Other Administrative Provisions

1. **COBRA Continuation Coverage** - A Participant and his or her Dependents, whose coverage terminates under the medical insurance plan because of a COBRA qualifying event, shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the medical insurance plan the day before the qualifying event for the periods prescribed by COBRA.

- a. COBRA Continuation Coverage is offered
- b. An alternate coverage is available in place of continuation coverage
Note: Selection of an alternate coverage causes loss of rights to continuation coverage

COBRA Administrative Information (select all applicable)

- c. Provide COBRA Continuation Coverage regardless of employee count
- d. Employer pays the cost of COBRA
- e. Coverage is suspended during grace period (late COBRA payment) for non-payment
 - f. COBRA payments are due the ___ day of the month
 - g. Days to notify Administrator of other Qualifying Event ___ (Must be at least 60 days)

COBRA Administrator

- (same as Plan Administrator)

- h. Include COBRA Initial Notice in SPD

2. **HIPAA Privacy Provisions** - Provision of Protected Health Information to Employer

- a. Plan is not subject to HIPAA privacy requirements
- b. HIPAA privacy requirements apply
Effective Date: ___/___/_____

Protected Health Information (PHI)

PHI access is allowed by the following (select all applicable)

- b.1. Human Resource Manager
- b.2. Human Resource and payroll staff performing Health FSA functions
- b.3. Benefits Manager
- b.4. Plan Administrator
- b.5. Other - Specify: _____ (Plan)
_____ (SPD)

HIPAA Privacy Officer

- (same as Plan Administrator)

Execution:

To record the adoption of this Plan and Trust the Employer and each affiliated employer, if any, has caused this Agreement to be executed by its duly qualified officers and the Trustee has executed this Agreement, as of the day and year first above written

Signatories:

SAMPLE