# Summary Plan Description

## UnityPoint Health Standard
## Flexible Spending Account Plan

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This booklet is a “Summary Plan Description” (SPD) as required by federal law. Please read this booklet carefully so you will understand the benefits of your Plan.

It describes the benefits of the UnityPoint Health:

- Health Care Flexible Spending Account,
- Dependent Care Assistance Program

Moving forward, these plans will be collectively referred to as the “Plan”. The Plan is only available to covered employees and their dependents. The Plan allows covered employees to set money aside to pay for eligible medical expenses, dental and vision expenses and dependent care expenses on a pre-tax basis. Each covered person's rights under the Plan are legally enforceable. You may not, in any way, assign or transfer your rights or benefits under the Plan. In addition, you may not, in any way, assign or transfer your right to pursue any causes of action arising under the Plan including, but not limited to, causes of action for denial of benefits under the Plan.

The following documents represent the entire agreement between HealthPartners Administrators, Inc. and the Plan Sponsor in regard to the Plan:

- Summary Plan Description (SPD);
- Administrative Services Agreement (ASA) between the Plan Sponsor and HealthPartners Administrators, Inc.; and
- Any amendments and any other documents referenced in the ASA.

The ASA is available for inspection at your Employer’s office or:

HealthPartners
8170 33rd Avenue South
PO Box 1309
Minneapolis, MN 55440-1309

If laws change regarding any provision in this SPD, that provision will be changed to meet the minimum requirements of the law.

**This booklet is for covered participants entering the Plans on or after January 1, 2021.**

## SPECIFIC INFORMATION ABOUT THE PLAN

| | |
|---|---|
| **Employer:** | UnityPoint Health |
| **Name of the Plan:** | The Plan shall be known as the UnityPoint Health Standard Flexible Spending Account Plan. |
| **Type of Plan:** | Health Care Flexible Spending Account<br>Dependent Care Assistance Program |
| **Address of the Plan:** | 1415 Woodland Avenue, 2nd Floor<br>Des Moines, IA 50309<br>515-241-6161 |
| **Group Number:** | 32116 |
| **IRS Employer Identification Number:** | 42-1435199 |
| **Plan Identification Numbers:** | 505 |
| **Plan Year:** | The period beginning on each January 1 in which the provisions of the Plan are in effect. |
| **Plan Fiscal Year Ends:** | December 31 |
| **Plan Sponsor:** | UnityPoint Health<br>(Is ultimately responsible for the management of the Plan; may employ or contract with persons or firms to perform day-to-day functions such as processing claims and performing other Plan-connected services.) |
| **Agent for Service of Legal Process:** | General Counsel for UnityPoint Health |
| **Named Fiduciary:** | For purposes of determining eligibility and enrollment, and for funding claims paid and all related activities and responsibilities under the Plan, UnityPoint Health is the named fiduciary.<br><br>Solely for purposes of determining coverage of claims, HealthPartners Administrators, Inc. is the named fiduciary. |
| **Benefit Payments:** | Claims under the Plan are paid from salary reduction taken on a pre-tax basis. Amounts withheld are held with the general assets of the Employer. |
| **Plan Manager:** | HealthPartners Administrators, Inc.<br>8170 33rd Avenue South, PO Box 1309<br>Minneapolis, MN 55440-1309<br>952-883-6000<br>(Provides administrative services to the Plan Sponsor in connection with the operation of the Plan, including processing of claims and other such functions as may be delegated to it.) |
| **Contributions:** | You make pre-tax contributions to your Account(s). Any money you contribute to your Account(s) will be withheld in equal amounts from your paychecks. |

## ABOUT HEALTHPARTNERS AND YOUR EMPLOYER

**HealthPartners Administrators, Inc. ("HPAI")**. HPAI ("Plan Manager") is a third party administrator (TPA), which is a related organization of HealthPartners, Inc.

**Employer ("Plan Sponsor")**. Your Employer has established the Plan to provide the benefits described in this SPD for eligible employees and their eligible dependents. The Plan Sponsor has contracted with the Plan Manager to provide administrative services for the Plan. However, this Plan is funded through your payroll deductions and reimbursed from your Employer's general assets. The Plan Manager does not bear any responsibility for payments.

**Powers of the Plan Sponsor**. The Plan Sponsor shall have all powers and discretion necessary to administer the Plan, including without limitation, powers to: (1) establish and revise the method of accounting for the Plan; (2) establish rules and prescribe any forms required for administration of the Plan; (3) change the Plan; and (4) terminate the Plan.

The Plan Sponsor, by action of an authorized officer or committee, reserves the right to change, end or amend the Plan. The Plan Sponsor's decision to change the Plan may be due to changes in federal laws governing welfare health benefits, the requirements of the Internal Revenue Code or ERISA, or for any other reason. The Plan may be changed to transfer the Plan's liabilities to another Plan or split the Plan into two or more parts.

The Plan Sponsor shall have the power to delegate specific duties and responsibilities. Any delegation by the Plan Sponsor may allow further delegations by such individuals or entities to whom the delegation has been made. Any delegation may be rescinded by the Plan Sponsor at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for only those duties or responsibilities, and shall not be responsible for any act or failure to act of any other individual or entity.

**No Guarantee of Employment**. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Plan Sponsor and any covered employee. Nothing contained herein shall give any covered employee the right to be retained in the employ of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge any covered employee, any time, nor shall it give the Plan Sponsor the right to require any covered employee to remain in its employ or to interfere with the covered employee's right to terminate his or her employment at any time.

**RIGHTS UNDER ERISA**

(Applicable only to your Health Care Flexible Spending Account)

As a participant under the Plan, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

**Receive Information About Your Plan and Benefits.** Examine, without charge, at the Plan Sponsor's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and 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 Employee Benefits Security Administration.

Obtain, upon written request to the Plan Sponsor, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's financial report. The Plan Sponsor is required by law to furnish each participant with a copy of this summary annual report.

**Prudent Actions by Plan Fiduciaries.** In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 or exercising your rights under ERISA.

**Enforce Your Rights.** If your claim for a 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 Sponsor 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 Sponsor or its designee. 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. If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your right, 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 Sponsor. 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 Sponsor, 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 Northwest, 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.

## RIGHTS UPON TERMINATION OR AMENDMENT OF THE PLAN
## (Applicable Only To Your Health Care Flexible Spending Account)

For a summary of Plan provisions governing benefits, rights and obligations of participants and beneficiaries under the Plan on termination of the Plan or amendment or elimination of benefit under the Plan, please consult your Employer.

## YOUR FLEXIBLE SPENDING ACCOUNTS

**The Health Care Flexible Spending Account Plan** allows you to set aside part of your salary on a pre-tax basis to help pay for eligible health care expenses each year. Examples of eligible expenses include medical and dental care, as well as vision expenses for you, your spouse and your dependents. As you pay for these expenses, your Health Care FSA will pay you back.

Each year during Annual Enrollment, you can elect to set aside pre-tax dollars between $0 and $2,750. This money will be deposited into your Health Care Spending Account for the year. The total amount you decide to set aside is taken out of your paycheck in equal amounts throughout the year.

**The Dependent Care Assistance Program** allows you to set aside part of your salary on a pre-tax basis to help pay for eligible dependent care services each year. It covers eligible day care expenses for your dependent children under age 13. It may also be used for the care of other dependents, if they are considered your dependent for income tax purposes, if such individual is mentally or physically disabled and incapable of self-care.

Each year during Annual Enrollment, you choose to set aside pre-tax dollars between $0 and $5,000 (or less, if subject to additional limitations). This money will be deposited into your Dependent Care Assistance Program Account. If your spouse also participates in a dependent care spending account, the tax-free benefit is limited to $5,000 for both of you combined. If you are married but filing taxes separately, the tax-free benefit is limited to $2,500. The total amount you decide to set aside is taken out of your paycheck in equal amounts throughout the year.

## ELIGIBILITY, PARTICIPATION AND ENROLLMENT

You do not have to participate in the Plan, it is completely voluntary. You can choose to participate by setting aside part of your salary on a pre-tax basis into these accounts. Each account is managed separately, so you can enroll in none, one, or all of the accounts.

**Eligibility.** The Plan Sponsor determines employee's participation eligibility. For more information regarding eligibility, please contact your Employer.

**When Your Participation Begins (Newly Eligible Employees).** In order to qualify for benefits, you must enroll and agree to make the required pre-tax payroll deduction deposits to your account(s).

If you want to participate in one or more of the Accounts, you must enroll within the first 30 days you are eligible**. Your participation will begin the first day administratively feasible and is determined by** your Plan Sponsor.

If you do not enroll within the first 30 days of eligibility, you will have to wait until the next Annual Enrollment Period to enroll. The only exception is if you have a Change in Status which is described below.

**Annual Enrollment Period**. Once a year, your Employer sponsors an Annual Enrollment Period. During this time, you can choose to enroll or re-enroll for participation for the following year. This election will go into effect on the first January 1 following the Annual Enrollment Period.

**You must re-enroll for the Plan each year. You can do so during the Annual Enrollment Period.**

**Changing or Canceling Your Participation**. Elections are for the entire Plan Year. You can change or cancel your participation only during the Annual Enrollment Period, unless you have a Change in Status. This applies to:

- The account(s) you've elected to participate in; and
- The amount of your pre-tax payroll-deduction deposits to your account(s).

Example: If you enroll in a Health Care FSA and choose to have $50 taken out of your paycheck each week, you can't make any changes until the next Annual Enrollment Period, unless you have a Change in Status.

**Change in Status**. If you have a qualified Change in Status, you can make these changes to your Plan:

- Increase or decrease the amount of your pre-tax contribution;
- Cancel your participation; or
- Choose to participate in one or more of the accounts.

The Change in Status must be applicable to the plan for which you are requesting the change and the requested change must be on account of and consistent with the Change in Status.

These are examples of a qualified Change in Status:

- Gaining or losing a spouse (through marriage, divorce, or death);
- Gaining or losing a dependent (through birth, adoption, placement for adoption, death, or loss of eligibility as a dependent);
- Change in the employment status of you, your spouse, or your dependent that causes a change in eligibility (examples: changing from part-time to full time, or changing from hourly to salaried); and
- Change in cost or coverage of dependent care (e.g. change from one-child care center to another and the new child-care center charges a different rate).

Example: Assume you elect to participate in the Health Care FSA during a given Annual Enrollment Period. If you and your spouse adopt a child during the following year, you can elect to increase your contributions to your Health Care FSA and enroll in the Dependent Care Assistance Program. You cannot change this election again until the next Annual Enrollment Period, unless you have another Change in Status.

**Effective Date.** If you have a Change in Status, the change to your election(s) will be effective as of the date of the change. Remember, you must apply for the change within 30 days of the birth, adoption or the loss of a dependent's eligibility, etc. If you don't enroll within 30 days of the Change in Status event, you will have to wait until the next Annual Enrollment Period. If you have any questions about making a mid-year plan change due to a Change in Status, please contact your Employer.

In the case of an event that occurs after the final pay period of the year, the Plan Sponsor will not set up an account due to the inability to collect pre-tax funds from an employee's paycheck for the benefit.

**Leave of Absence.** Special rules may apply to participation when you are on a leave of absence. If your unpaid leave is covered under the Family and Medical Leave Act (FMLA), you can continue your Health Care FSA participation during your period of leave. You may continue to make contribution obligations during this period through prepay, pay-as-you-go or a catch-up option. Please contact your Employer for details about your rights and responsibilities during your leave and your return to work.

If you are going on an FMLA leave, you have the option to either continue your Health Care FSA coverage or suspend your Health Care FSA coverage during your leave. To suspend your Health Care FSA coverage, you must make an election through an AskHR ticket or by contacting AskHR at 888-543-2275. This election must be made prior to going on FMLA leave. If you would like to continue your Health Care FSA coverage during an FMLA leave, you will be responsible for paying your portion of the cost of coverage as described above. Your coverage will be suspended in accordance with the Health Care FSA Plan's procedures if you fail to timely submit your required contributions. If your coverage is suspended during your FMLA leave, you will not be covered for any claims incurred while your coverage is suspended. However, once you return from leave, your Health Care FSA coverage will be reinstated (not retroactively) as of your return date. The reinstatement will be without any waiting periods otherwise required under the Health Care FSA, except to the extent that you had not fully completed any required waiting period prior to the start of your FMLA leave.

If you do not return to work at the end of the approved FMLA leave period, or if you notify UnityPoint that you are terminating your employment during your approved leave, your coverage will be terminated, and you will be provided a notice of your continuation rights under COBRA. (See the "Continuation of Coverage" section for more information.)

The Plan also provides for reinstatement of coverage to persons returning to employment after military service to the extent required by federal law. If you are re-hired after a period of uniformed service that entitles you to rights under the Uniformed Services Employment and Re-employment Rights Act (USERRA), you will be eligible for reinstatement under the Plans. Contact your Employer for further information.

**Option to Continue Coverage While on Approved Leave Other than FMLA or USERRA.** If you would like to continue your Health Care FSA coverage during an approved leave of absence, you will be responsible for paying your portion of the cost of coverage. Your coverage will be terminated in accordance with the Health Care FSA Plan's procedures if you fail to make contributions while you are on leave. If your coverage is terminated due to non-payment of premiums, your coverage will not be reinstated upon your return to work. However, assuming you continue to satisfy the applicable eligibility requirements, you may enroll during the next annual enrollment period or if you experience a qualifying change in life status event.

## HOW YOUR ACCOUNTS WORK

Special rules apply to Accounts, including specific definitions of Eligible Expenses. So please read this section carefully.

As a participant in the Plan, you are choosing to deposit part of your salary on a pre-tax basis in one or more of the following accounts:

- Health Care Flexible Spending Account,
- Dependent Care Assistance Program

During the year, your Plan can pay you back for Eligible Expenses. The term ***"Eligible Expenses"*** is important because your expenses must meet specific requirements to qualify for reimbursement under the Plan.

**Minimum Reimbursement**. The minimum reimbursement for Eligible Expenses is $20 except at the end of the Plan Year. If your claim for Eligible Expenses is less than $20, it will be considered an incomplete claim. Your claim will be complete and will be paid to you when your total claims for Eligible Expenses reach $20. If you have less than $20 left in your account, you will only be paid back the amount that is in your account.

The Plan Manager will tell you when your Plan balance first reaches zero ($0.00). If you think a mistake has been made, you have the option to appeal. If you have questions about your account balance, please call Member Services at 952-883-7000 or 866-443-9352 (toll-free).

**Claim Payments.** Claims are processed daily and reimbursed every week. After your claim is approved, a check will be sent to you or money will be directly deposited into your bank account if you signed up for direct deposit. Direct Deposit can be set up online at **healthpartners.com.** You can also call Member Services at 952-883-7000 or 866-443-9352 (toll-free).

You can check your FSA activity on your myHP app or online at **healthpartners.com**. You will need to register to view your account online. Just follow the online instructions. It's free, secure and easy!

**Your Contributions.** The amount(s) you choose to contribute to your account(s) are made through convenient pre-tax payroll deductions. During the Annual Enrollment Period, you can choose the amount of your deposits for the next Plan Year.

The following chart shows your minimum and maximum allowable Plan enrollment contributions.

| **Health Care FSA** | **Dependent Care Assistance Program** |
|---|---|
| **Minimum Enrollment Amount:**<br>$0 per year | **Minimum Enrollment Amount:**<br>$0 per year |
| **Maximum Enrollment Amount:**<br>$2,750 per year | **Maximum Enrollment Amount:**<br>$5,000 per calendar year ($2,500 per calendar year if you are married and you and your spouse file separate tax returns) |

Contributions may be suspended if you have insufficient funds in your paycheck to cover contributions to your Flexible Spending Accounts. You will not be permitted to submit claims for reimbursement of expenses incurred while your account is suspended.

## HEALTH CARE FLEXIBLE SPENDING ACCOUNT (FSA) REIMBURSEMENT

In general, the expenses that qualify for Health Care FSA reimbursement are those permitted by Section 213 of the Internal Revenue Code. They include expenses for medical, dental and vision. Quantity limits may apply for eligible over-the-counter medications and other items without documentation of medical necessity.

For information about Eligible Expenses you may log on to your member home page at **healthpartners.com**. You may also contact HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).

You can use your Health Care FSA to pay for a wide range of health care expenses if:

- The claim is for an eligible health care expense;
- You have the documents you need to support your claim; and
- The claim takes place while you are participating in the Health Care FSA (unless you elect Continuation of Coverage as described below).

NOTE: Your orthodontic care will be reimbursed as paid up to your election amount in your Health Care FSA. You will need to send in proof of payment with the completed claim form. The payment must be made during the Plan Year.

**You may be able to use your Health Care FSA to pay for eligible health care costs for your spouse and dependents. Certain Internal Revenue Service (IRS) rules apply.**

**Amount of Reimbursement.** If you choose to have money from your paycheck deposited into a Health Care FSA, you can file claims up to that amount at any time during the year regardless of the amount in your account at the time of request.

For information about Eligible Expenses you may log on to your member home page on **healthpartners.com.** You may also call HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).

**Tax Deductions.** If you use your Health Care FSA to pay for a specific health care expense, you cannot claim the same expense as a deduction on your income tax return. In addition, you may have to pay income taxes on any amount paid back to you for an ineligible expense.

## CLAIMS REIMBURSEMENT INSTRUCTIONS

**Health Care Debit Card.** The health care debit card may be used to pay for some eligible health care expenses that will not be paid under your medical benefit plan or dental benefit plan. This would include things like your deductible, copayment, and coinsurance expenses. Eligible Expenses will be deducted from your FSA balance. If you do not use your health care debit card, you must submit a manual claim for your Eligible Expenses in order to receive reimbursement from your Health Care FSA. In some instances you may be required to provide additional information regarding your debit card purchase. If you do not provide enough information to allow HPAI to substantiate a health care debit card claim, HPAI will temporarily suspend the health care account until you provide the documentation required by HPAI or repay the expense.

Health care debit card payments will be made directly to the provider using your FSA funds.

There may be a small fee if you want extra debit cards or to replace your card if it is lost or stolen.

**Manual Claims Submission for Eligible Health Care Expenses not considered for payment as indicated above.** To get reimbursed, you must send in a claim to your Health Care FSA. All claims must be sent in with a completed Health Care Expense Claim Form, as well as any required certifications and signatures. Health Care Expense Claim Forms can be obtained online at **healthpartners.com** or by calling Member Services. Claims are paid based on the amount originally submitted. If the amount of the original claim changes, you must tell HealthPartners so that the claim can be adjusted.

## FILING YOUR CLAIM

Claims for health care expense reimbursement may be submitted in one of the following ways:

- **Mobile –** Download the **myHP** app to submit a Health Care Expense Claim and supporting documents.
- **Online –** Log on to your account at **healthpartners.com**
- **Fax** a Health Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Health Care Expense Claim Form and supporting documents to HealthPartners at:

  HealthPartners Service Center
  CDHP – MS 21104T
  PO Box 297
  Minneapolis, MN 55440-0297

Supporting documents include at least one of these items:

- Explanation of Benefits (EOB)– the statement you receive each time a claim is submitted to your health, dental or vision plan; or
- Documents that list the type of service or product you bought, the date of the purchase and the name of employee or dependent the purchase was for. You must also include the name of the person or organization providing the service or product and the cost of the expense. For orthodontic expenses like braces, include a copy of the detailed ledger.

**Health Care Spending Account Unused Contributions.** A maximum of $550 of unused contributions remaining in your Health Care FSA after March 31, 2022 will roll over each year for future expenses. The rollover amount will not be determined until after March 31, 2022. These funds are not available for use until after the rollover has occurred. **The deadline for sending in claims that were incurred during the Plan Year is March 31, 2022.** If more information is needed for a claim that was sent in on a timely basis, the same deadline applies.

The following chart shows how you will be reimbursed from your Health Care FSA based on the amount you put into your account(s):

| Account | Type of Election | Basis Upon Which Reimbursement Will Be Made |
|---|---|---|
| Health Care Flexible Spending Account | Reimbursement is based on how much you put into your account each year | Any claims up to the total amount you put in your Health Care FSA can be sent in at any time during the Plan Year. The minimum reimbursement is $20. Learn more under "How Your Accounts Work".<br><br>Example: If you put $2,000 in your Health Care FSA, you can submit a request for payment for up to $2,000 of Eligible Expenses at any time during the Plan Year. |

If you are overpaid, the Plan can ask you to refund the amount of the overpayment or the Plan can offset future reimbursements until the overpayment is recovered.

## TERMINATION OF COVERAGE

**Health Care Flexible Spending Account.** If you terminate employment and have funds left in your Health Care Spending Account, you can submit claims for any eligible expenses you had before your employment ended. You will lose any remaining funds. You can elect to keep using your account until all of your money is spent for the rest of the Plan Year by choosing and qualifying for COBRA continuation coverage. The terms of COBRA continuation coverage will apply (see the "**CONTINUATION OF COVERAGE**" section for more details). If you do not elect COBRA continuation, you may send in spending account claims under the following rules:

- You can only send in claims for expenses that happened during your participation in the Plan Year; and
- All claims must be sent in before March 31, 2022.

## CLAIM DENIALS

The Plan Manager will deny a claim for a benefit when the claim is judged not to be in accordance with the provisions of the Plan. If your claim is denied, the Plan Manager will provide you with a written notice of the denial within 30 days (or 45 days in special circumstances with notice to you) after they receive your claim. The notice will explain the specific reason for the denial, reference the Plan provision on which the denial is based, and provide additional information regarding the appeal process.

## CLAIM APPEALS PROCESS

If your claim for benefits under the Plan is wholly or partially denied, you are entitled to appeal that decision. Your Plan provides for two levels of appeal to the Named Fiduciary of your Plan or its delegate. You must exhaust both levels of the appeal process prior to bringing a civil action under section 502(a) of ERISA. The steps in this appeal process are outlined below.

**First Level of Appeal.** You or your authorized representative must file your appeal within 180 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services Department
HealthPartners, Inc.
MS 21104G
8170 33rd Avenue South
PO Box 1309
Minneapolis, MN 55440-1309

Upon request and at no charge to you, you will be given reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.

The Plan Manager will review your appeal and will notify you of its decision within 30 days.

The time period may be extended if you agree.

All notifications described above will comply with applicable law.

**Final Level of Appeal.** If after the first level of appeal, your request was denied, you or your authorized representative may, within 180 days of the denial, submit a written appeal for review, including any relevant documents, to the Plan Manager and submit issues, comments and additional information as appropriate to:

Member Services Department
HealthPartners, Inc.
MS 21104G
8170 33rd Avenue South
PO Box 1309
Minneapolis, MN 55440-1309

The Plan Manager will review your appeal and will notify you of its decision within 30 days.

The time periods may be extended if you agree.

All notifications described above will comply with applicable law.

**DEPENDENT CARE ASSISTANCE PROGRAM ACCOUNT REIMBURSEMENT**

You can only use your Dependent Care Assistance Program to pay for eligible dependent care expenses. Eligible dependent care expenses are those that are necessary for you (or you and your spouse) to work outside the home.

Your dependent care claims must meet four requirements before they can be approved:

- Your claim must be for the care of an "Eligible Dependent" (see below);
- The care provided must be for an Eligible Dependent care expense (see below);
- You cannot be reimbursed for more than the amount in your Dependent Care Assistance Program account at any given time; and
- Your claim must be supported by appropriate documentation. This includes the name, address, and Social Security number or (Taxpayer Identification Number) of the dependent care provider.

If you are married and your spouse does not earn any income, you are not eligible for dependent care benefits unless your spouse is a full-time student, is actively looking for a job, or is disabled and unable to provide for his or her own care. Your spouse is considered to be a full-time student if he or she goes to school for at least five months a year.

**Amount of Reimbursement.** You may be reimbursed from your Dependent Care Assistance Program account for eligible dependent care expenses for any dependent that meets the requirements below. To be eligible, the dependent care expenses must allow you and, if you are married, (your spouse) to work or look for work. The only exception to this rule is if your spouse is a full-time student or is physically or mentally unable of self-care at the time of the expenses.

**Who is an Eligible Dependent?** Each dependent that you claim dependent care expenses for must be:

- A person under age 13 that you claim as a dependent on your federal tax return; or
- A spouse or a person (other than a child under 13) who is your dependent under federal tax law, but only if he or she is physically or mentally incapable of self-care.

**Who may Provide Eligible Dependent Care Services?** If you want to be reimbursed from your Dependent Care Assistance Program, services must be provided by:

- A dependent care center (that is, a facility that provides care for more than six individuals that do not live at the facility.) The care center must comply with all state and local laws and regulations. In most cases, this means the facility is licensed; or
- A person who is not your spouse or a dependent under IRC section 105(b). If your child provided the care, he or she must be age 19 or older at the end of the year in which the expenses take place.

The care may be provided in your home or at an outside care center. You can choose care outside your home for a dependent other than your children only if the dependent usually spends at least eight hours each day in your home.

**What Types of Dependent Care Services May be Reimbursed?** Generally, eligible dependent care services are services that provide for the dependent's well-being and protection. In most cases, it does not include food, clothing or education. It does not include expenses for education of a dependent in kindergarten or any higher grade.

The following are examples of Dependent Care Services that may be reimbursed:

- The reimbursement is for an eligible dependent, that dependent is under age 13, or meets the "Qualifying Person Test" as described in IRS Publication 503 (go to irs.gov to view IRS Publication 503).
- If the reimbursement is for care for your spouse, your spouse is physically or mentally incapable of self-care, and has the same primary home as you for more than half the year.
- Reimbursement can only be made for services that have already been provided whether or not they are billed or paid.
- Dependent care expenses must be provided to allow you and your spouse (if married) to work or actively look for work**.** Your spouse is considered working if he or she is, a full-time student at an educational organization, or physically or mentally incapable of self-care.

**If you have questions about Eligible Expenses, please contact HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).**

**Dependent Care Tax Credit.** Under current law, you can take a federal dependent care tax credit for part of your dependent–care expenses if dependent care is needed so that you and your spouse can work outside the home. If you use your Dependent Care Assistance Program to pay for a dependent care expense, you cannot claim the federal dependent care tax credit for the same expense. Remember that the maximum amount of the federal dependent care-tax credit available to you each year will be reduced by the amount you chose to deposit in your Dependent Care Assistance Program account for that year.

**Which Tax Break Is Better?** The answer to this question depends on your personal situation, including your taxable income, number of dependents and the amount you pay for dependent care. Keep in mind that your taxable income (W-2 pay) will be reduced by your Dependent Care Assistance Program deposits during a given calendar year.

You can estimate the amount of your federal dependent care tax credit by referring to the worksheet and instructions on IRS Form 2441. This information also appears on IRS Form 1040A (Schedule 1) and instructions. You can get either of these forms by contacting your local IRS office. You may also wish to talk with a tax advisor.

**Tax Filing:** If you use your Dependent Care Assistance Program during a given calendar year, you must file IRS Form 2441 along with your other tax returns for that year.

## CLAIMS REIMBURSEMENT INSTRUCTIONS

**Dependent Care Debit Card.** The dependent care debit card may be used to pay for eligible dependent care expenses. Eligible Expenses will automatically be deducted from your account balance. If you do not use your dependent care debit card, you must submit a manual claim for your Eligible Expenses in order to receive reimbursement from your account. In some instances you may be required to provide additional information regarding your debit card purchase. If you do not provide enough information to allow HPAI to substantiate a dependent care debit card claim, HPAI will temporarily suspend the account until you provide the documentation required by HPAI or repay the expense.

Dependent care debit card payments will be made directly to the provider using your account funds.

There may be a small fee if you want extra debit cards or to replace your card if it is lost or stolen.

**Manual Claims Submission for Eligible Dependent Care Expenses.** To get reimbursed, you must submit a claim to the Plan Manager. All claims must include a completed Dependent Care Expense Claim Form and any required certifications and signatures. Dependent Care Expense Claim Forms can be obtained online at **healthpartners.com** or by calling Member Services.

## FILING YOUR CLAIM

Claims for dependent care expense reimbursement may be submitted in one of the following ways:

- **Mobile –** Download the **myHP** app to submit a Dependent Care Expense Claim and supporting documents.
- **Online –** Log on to your account at **healthpartners.com**
- **Fax** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at:

  HealthPartners Service Center
  CDHP – MS 21104T
  PO Box 297
  Minneapolis, MN 55440-0297

Supporting documents must include the provider Tax ID number and one of the following:

- A copy of the bill or signed receipt, which includes provider name, dependent name, dates of service, description of services and amount due; or
- Have the provider complete the Dependent Care and Provider Information sections of the Dependent Care Expense Claim Form.

**Dependent Care Assistance Program Unused Contributions.** Expenses sent in after March 31, 2022 are not eligible for reimbursement from your account. **The deadline for sending in claims that were incurred during the Plan Year is March 31, 2022.** If more information is needed for a claim that was sent in on a timely basis, the same deadline applies.

The following chart shows how you will be reimbursed from your account based on the amount you put into your account(s):

| **Account** | **Type of Election** | **Basis Upon Which Reimbursement Will Be Made** |
|---|---|---|
| Dependent Care Assistance Program | Reimbursement is based on how much you put into your account each year | Any claims up to the total amount you put in your Health Care FSA can be sent in at any time during the Plan Year. The minimum reimbursement is $20. Learn more under "How Your Accounts Work".<br><br>Example: If you have had $500 withheld from your pay and submit a claim for $800, you can only be reimbursed for the $500 that is in your account. The remaining $300 will be reimbursed as funds become available in your account. |

Any claims paid using account funds will be paid directly to you. You pay your provider.

If you are overpaid, the Plan can ask you to refund the amount of the overpayment or the Plan can offset future reimbursements until the overpayment is recovered.

## TERMINATION OF COVERAGE

**Dependent Care Assistance Program.** If you terminate employment and have funds left in your Dependent Care Account, you can elect to keep using your Plan until the end of the Plan year. Claims must be for child care expenses for an eligible dependent that allow you to work or look for work. The charges must occur during the Plan Year and must be sent in before March 31, 2022.

## REVIEW OF A DENIED CLAIM

If your claim for benefits under the Plan is wholly or partially denied, you may contact the Plan Manager as described below to request a review of the denied claim.

**Review with the Plan Manager.** You must contact the Member Services Department within 60 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services Department
HealthPartners, Inc.
MS 21104G
8170 33rd Avenue South
PO Box 1309
Minneapolis, MN 55440-1309

The Plan Manager will review your denied claim and will notify you of its decision within 60 days.

**ACCESS TO RECORDS AND CONFIDENTIALITY**

**(This Section Applies to the Health Care Flexible Spending Account).** The Plan Sponsor complies with applicable state and federal laws governing the confidentiality and use of protected health information and medical records. The Plan Sponsor is also allowed to use your protected health information when necessary, for proper administration of the Plan.

In the event that protected health information is disclosed to the Plan Sponsor, the Plan Sponsor may only use or disclose such information as permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated there under and as amended including, certain Plan administrative functions such as: claims review, subrogation, quality assurance, auditing, monitoring and management of carve out plans. Information may only be disclosed to the Plan Sponsor upon receipt, by the Plan, of a certification from the Plan Sponsor to the amendment of the Plan documents and that your Plan Sponsor agrees to:

- Not use or further disclose information except as listed above or as required or permitted by law;
- Ensure that any agents or subcontractors agree to the same restrictions and conditions that apply to your Employer or Plan Sponsor and that such agents and subcontractors agree to implement reasonable and appropriate security measures to protect electronic protected health information;
- Not use or disclose any information for employment – related actions or decisions;
- Not use or disclose any information in connection with any other employee benefit plan of your Employer or Plan Sponsor;
- Report to the Plan any security incident it becomes aware of and any use or disclosure of the information that is inconsistent with the uses or disclosures described above;
- Make information available to fulfill your right to access your protected health information;
- Make the information available for amendment or to incorporate applicable amendments;
- Make the information available in order to provide an accounting of disclosures;
- Make its internal practices, books and records relating to the use and disclosure of information received from the Plan available to the Department of Human Services to determine compliance with HIPAA;
- Return or destroy all protected health information received from the Plan, if feasible, when use or disclosure is no longer required. If return or destruction is not possible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- Ensure only certain classes of employees designated by your Employer are permitted access to your protected health information for Plan administration functions;
- Implement an effective mechanism for handling noncompliance by the employees designated access to your protected health information;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic protected health information that is created, received, maintained or transmitted on behalf of the group health Plan;
- Ensure adequate separation between the Plan and your Plan Sponsor is supported by reasonable and appropriate security measures.

Certain limited information of all family members enrolled in the Plan will be viewable on the FSA website by the enrolled employee. By enrolling in the FSA Plan you are acknowledging that you and all dependents enrolled in the Plan, understand that you, as the enrolled employee, will have access to limited information about all the claims submitted to your FSA for reimbursement.

**CONTINUATION OF COVERAGE**

"Continuation of Coverage" means your right under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) to continue your Health Care Flexible Spending Account coverage that was in place the day before a Qualifying Event if participation by you (including your spouse and dependents) otherwise would end due to the occurrence of the Qualifying Event.

**A Qualifying Event is:**

- Termination of your employment (other than by reason of gross misconduct), or reduction of your work hours;
- Your death;
- Divorce or separation from your spouse;
- Your becoming entitled to receive Medicare benefit; or
- Your dependent ceasing to be a dependent.

For a qualifying event other than a change in your employment status or death, it will be your obligation to inform the Plan Sponsor within 60 days of its occurrence. The Plan Sponsor, in turn, will furnish you (and your spouse, as the case may be) with a separate, written option to continue the coverage provided at stated contribution costs. The notification you will receive will explain all the rest of the terms and conditions of the continued coverage.

Only participants who have positive balances in their Health Care Spending Account at the time of a Qualifying Event (taking into account all claims submitted before the date of the Qualifying Event) will be eligible for COBRA coverage. You will be notified if you are eligible for COBRA coverage. Even if COBRA coverage is offered for the year in which the Qualifying Event occurs, COBRA coverage for your health care spending account will cease at the end of the year and will not be carried over for the next Plan Year. You may pay contributions for such coverage on an after tax basis.

**Procedures for Providing Notices Required Under This Continuation of Group Coverage Section**

- You must comply with the time limits for providing notices required in paragraph above.
- Your notice must be in writing and contain at least the following information:
    - The names of the eligible employee and eligible dependents;
    - The qualifying event or disability; and
    - The date on which the qualifying event (if any) occurred.
- Your notice must be sent to:

    1415 Woodland Avenue, 2nd Floor
    Des Moines, IA 50309
    515-241-6161

The Plan will comply with applicable federal law for a covered employee that is called to active military duty in the uniformed services.