

TERMS AND CONDITIONS

EMPLOYEE REIMBURSEMENT ACCOUNTS

I elect to participate and agree to be bound by the terms of the Plan.

I understand that:

- Employee Reimbursement Accounts (ERA) program is an optional benefit established for eligible state employees. The ERA program is also referred to as Flexible Spending Accounts or FSAs. The ERA program has five pretax benefit account options; Health Care Flexible Spending Account, Limited Purpose Flexible Spending Account, Dependent Day Care Flexible Spending Account, Transit Account, and Parking Account. The ERA Program is authorized under Internal Revenue Code Sections §125, §105, §129, and §132 and Wisconsin Statutes §40.85-§40.875.
- A new enrollment must be completed each plan year. If I do not complete enrollment during Open Enrollment, I forfeit the opportunity to participate in the Health Care Flexible Spending Account, Limited Purpose Flexible Spending Account, or Dependent Day Care Flexible Spending Account benefit options.
- The contribution(s) I have elected will be made with pre-tax salary reductions and that such reductions reduce my compensation for Social Security benefit purposes.
- According to Wisconsin Statutes §40.87, participation in an Employee Reimbursement Account will not reduce my wages for calculating state retirement benefits. Also, my contributions in an Employee Reimbursement Account will not reduce my gross income for the purpose of calculating any other state benefits such as sick leave conversion credits, income continuation insurance, life insurance, deferred compensation, unemployment, or worker's compensation.
- My share of eligible group insurance premium(s) will be automatically deducted before taxes. I also understand that if I do not wish to have my eligible group insurance premium(s) deducted pre-tax and prefer to be taxed on these dollars, I will contact my human resource or benefits office.
- Salary contributed into one account cannot be transferred and used for expenses in any other account.
- Participating in an Employee Reimbursement Account is completely voluntary, and that payments from my Employee Reimbursement Account are independently reviewed for compliance with IRS regulations.
- The IRS requires me to reimburse the Plan for any improper, erroneous, or excess reimbursement amount that I do not resolve within the timeframe provided by the Plan. In accordance with Wisconsin Statute §40.08(4), by enrolling in an Employee Reimbursement Account I specifically authorize the Plan Administrator, Department of Employee Trust Funds and/or my employer to withhold from my wages on a post-tax basis such amounts as are necessary to replenish my Employee Reimbursement Account(s) for any improper erroneous or excess reimbursement.
- If my employment terminates, only expenses incurred through my period of coverage as defined in the Plan can be considered for reimbursement.
- Health Care Flexible Spending Account, Limited Purpose Flexible Spending Account, and Dependent Day Care Flexible Spending Account elections can only be changed or revoked during the plan year if I have a qualified life change event as defined in the Plan or if I am no longer eligible to participate. The new election must be consistent with my change in status, must be applied for within 30 days of the qualified life change event, and is subject to final approval by my employer. I cannot lower my election to an amount that is less than what I have already been reimbursed from my account. Whether I increase or decrease my election, my new election will be spread out evenly over my remaining pay periods.
- Parking Account and Transit Account elections can be changed or revoked prior to the first day of the next monthly coverage period. Elections can only be changed for future months. Upon termination or cessation or eligibility, my elections will be immediately revoked.
- If I am enrolled in a Health Care Flexible Spending Accounts or a Limited Purpose Flexible Spending Accounts, my eligible expenses must qualify as a medical deduction under Internal Revenue Service Publications.
- If I am enrolled in a Dependent Day Care Flexible Spending Account, my eligible expenses must qualify as Dependent Care deduction under Internal Revenue Service Publication 503. The expenses are for a

qualified dependent (child under 13, spouse, or adult dependent unable to care for self), for care by a qualified dependent care provider, such as a day care center or individual, including non-dependent family member over 19, caring for my dependent(s) inside or outside the home.

- The maximum exclusion under a Dependent Day Care Flexible Spending Account for married individuals filing a joint return is \$5,000 per calendar year. Married individuals filing separately will get a lower exclusion (\$2,500 per calendar year). IRS Form 2441 must be filed with my personal income tax return.
- If I am enrolled in a Parking Account or Transit Account, my eligible expenses must qualify as a commuter benefit deduction under Internal Revenue Service Publication 5137.
- Any amounts remaining in excess of \$500 in a Health Care Flexible Spending Account or Limited Purpose Flexible Spending Account and any unused Dependent Day Care Flexible Spending Account at the close of the plan year will be forfeited in accordance with current Plan provisions and tax laws.

I certify that:

- I agree to have my compensation reduced by the contribution amount(s) I elected.
- That the information I have provided is complete and accurate to the best of my knowledge.
- I have reviewed and understand the benefits program eligibility and enrollment information and I agree to abide by all participation requirements.
- That all dependents listed meet the eligibility requirements of the program.
- I shall not claim a federal income tax deduction or credit for any expenses that were reimbursed through my Employee Reimbursement Account(s).
- That my use of the Card will comply with the terms and conditions of the cardholder agreement received with the card.
- That all expenses charged on the Card will qualify as reimbursable per IRS rules, will be incurred only for me or my eligible dependents, and will not be reimbursed and are not reimbursable through any other means, including my or my dependent's insurance Plans.
- I will keep all receipts and other documentation related to expenses charged on the Card. Upon request, within forty-five (45) days, I will fax, mail, or upload the required documentation of expenses to the Third Party Administrator.
- I understand additional Cards issued to my spouse or dependent(s) will provide the named individual with access to my Employee Reimbursement Account(s). I accept all responsibility for Card transactions incurred by the named individual and will submit supporting documentation, as requested, for those transactions.
- I acknowledge and agree that use of the Card in violation of this enrollment agreement or the Cardholder agreement may result in the invalidation and forfeiture of the Card.
- If the Third Party Administrator determines that an expense I charged on the Card was not a qualified expense under the Plan or according to IRS rules, I shall immediately reimburse the Plan for the entire amount of the unqualified expense. If I fail to timely reimburse the Plan, I understand that amounts may be withheld from my wages or from an otherwise valid expense under this Plan in order to reimburse the unqualified expense.

Signature _____ **Date** _____

TASC complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.
ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-608-316-2408.
LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-877-533-5020 (TTY: 1-800-947-3529).

