



## TERMS AND CONDITIONS

**Qualifying Medical Care and Dependent Care Expenses:** I understand that reimbursement will be available only for "qualifying medical care expenses" as listed under § 213 and "qualifying dependent care expenses" as listed under § 129 and § 21 of the Internal Revenue Code for me and my eligible dependents. These expenses must be incurred while I am enrolled in the Plan. I agree to notify the Plan Sponsor or MGIS if I have reason to believe that any expense for which I have obtained reimbursement is not a qualifying expense. I also agree to repay the Plan on demand by way of check or payroll deduction for any expense paid for with the *Flex Convenience*<sup>®</sup> card that is not allowed under § 213, § 129 or § 21 of the Internal Revenue Code. I attest that I understand claimed medical expenses can not be reimbursed under the Healthcare FSA Plan if the expense has been or will be paid in the future by any other plan and **acknowledge that the medical expenses have not been reimbursed or are not reimbursable under any other insurance plan coverage.** I further acknowledge that I am responsible for keeping all receipts verifying all eligible expenses claimed under the Plan and must submit such receipts to MGIS for claims substantiation, upon request.

**Participation Rules:** I understand that reimbursement account eligibility, enrollment and benefits information is available from my Plan Sponsor. I authorize payroll deductions for the benefit elections indicated on this Election Form. I understand that I cannot change or revoke this compensation reduction agreement at any time during the Plan Year except for the occurrence of a Qualifying Life Event. In the case of a Qualifying Life Event, I must complete a Change Form no later than 30 days after the date the Qualifying Life Event occurs if I want to enroll in a reimbursement account or change my reimbursement account elections or amounts. Any amounts remaining in the account(s) represented by this Election Form at the end of the Plan Year, past the claims filing limit, will be forfeited to the Plan under the guidelines of the Internal Revenue Code.

THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE PLAN SPONSOR'S CAFETERIA PLAN, MEDICAL REIMBURSEMENT PLAN, AND/OR DEPENDENT CARE ASSISTANCE PLAN AS AMENDED FROM TIME TO TIME IN EFFECT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH APPLICABLE LAWS, SHALL TAKE EFFECT AS A SEALED INSTRUMENT UNDER APPLICABLE LAWS, AND REVOKES ANY PRIOR ELECTION AND COMPENSATION REDUCTION AGREEMENT RELATING TO SUCH PLAN(S).

## AUTHORIZATION

**I authorize the use and disclosure of my protected health information as described below.**

My protected health information is individually identifiable health information, including demographic information, collected from me or created or received by a healthcare provider, a health plan, my employer, or a healthcare clearinghouse and that relates to: (i) my past, present, or future physical or mental health or condition; (ii) the provision of healthcare to me; or (iii) the past, present, or future payment for the provision of healthcare to me.

Medical Group Insurance Services, Inc. (MGIS) is authorized to use or disclose my protected health information for the purpose of administering my § 125 account. **I further authorize MGIS to release my protected health information to my spouse and/or my tax dependent(s). I understand that I may decline disclosure of my protected health information (to my spouse and/or tax dependent/s) by submitting a written notification to MGIS.**

All protected health information pertaining to the reimbursement of a § 125 claim may be used and disclosed by MGIS.

I understand that if my protected health information is to be received by individuals or organizations that are not healthcare providers, healthcare clearinghouses or health plans covered by federal privacy regulations, my protected health information described above may be re-disclosed and no longer protected by federal privacy regulations.

I understand that I may revoke this authorization at any time by sending a written notification to MGIS, and this revocation will be effective for future uses and disclosures of protected health information. However, I further understand that this revocation will not be effective: (i) for information that MGIS already has used or disclosed, relying on this authorization or (ii) if the authorization was obtained as a condition for coverage by MGIS and, by law, MGIS has a right to contest the coverage.

I understand that this authorization expires upon termination of my employer's plan.