Flexible Spending Account Program
Summary Plan Description

(Effective: January 1, 2016)
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FLEXIBLE SPENDING ACCOUNT PROGRAM DETAILS

This Summary Plan Description ("SPD") contains information about the DePaul University Flexible Spending Account Program ("FSA Program"), which is offered under the DePaul University Health and Welfare Benefits Plan ("Plan"), sponsored by DePaul University ("DePaul"). This SPD describes the FSA Program in effect as of January 1, 2016.

What Is a Flexible Spending Account?
The Health Care Flexible Spending Accounts and the Dependent Care Flexible Spending Account (collectively called "FSAs") are DePaul-sponsored benefit programs that allow you to pay for eligible health care and dependent care expenses with pre-tax dollars. The FSAs provide tax savings because you are not taxed on the money used to pay for such expenses. See How Does the FSA Program Work? for a more detailed description.

Who Can Participate in the FSAs?
Your eligibility to participate in the FSAs is based on your employee classification, as described below.

**Full-Time Employees**
Employees who are classified as full-time are generally eligible to participate in the FSAs.

You are eligible to participate in the FSAs as a full-time employee if you are in:

- an active faculty position that is classified as full-time, and you are under a contract or letter of appointment issued by the Office of the Provost; or
- an active staff member position that is classified as full-time, and you are regularly scheduled to work at least 1,820 hours per year.

Newly Hired Full-Time Employees
When you are hired into a full-time employee classification, you will be immediately eligible to enroll in the FSAs, in accordance with the procedures described in Initial Enrollment below.

**Instructional Associates**
If you are in a faculty position classified as an Instructional Associate, you are eligible to participate in the FSAs. The Instructional Associate classification is a grandfathered group and is not available to new employees.

**Part-Time Employees**
If they meet the conditions described below, employees who are classified as part-time are eligible to participate in the FSAs.

Newly Hired Part-Time Employees
When you are hired into a part-time employee classification, your eligibility will initially be determined based on the first 12 months in which you are employed by DePaul. The Office of Human Resources will review your hours of service during your initial 12 months of employment to determine if you meet the following requirements:

- For part-time faculty members, you are credited with the hours equivalent to a teaching load of at least six 4-credit hour courses (at least four courses for the Law School) during your initial 12 months of employment.
- For part-time staff members, you are credited with at least 1,000 hours of service during your initial 12 months of employment.

If you meet the applicable requirements, you will be eligible to enroll in the FSAs in accordance with the procedures described in Initial Enrollment below.

Note:
If you are hired into a part-time position in which DePaul expects that you will work, on average, 30 or more hours each week, you may be eligible to participate in the FSAs. In the event that you fall into this classification, the Benefits Department will provide you with details related to your benefits eligibility.

Ongoing Part-Time Employees
In addition to the initial eligibility determination made based on your initial 12 months of employment, the Office of Human Resources reviews eligibility for ongoing part-time faculty members and part-time staff members each October to determine eligibility for the following plan year. In order to be eligible to enroll in the FSAs for any plan year:

- For part-time faculty members, you must be credited with the hours equivalent to a teaching load of at least six 4-credit hour courses (at least four courses for the Law School) during the October 3 – October 2 timeframe immediately preceding the benefits eligible plan year.
- For part-time staff members, you must be credited with at least 1,000 hours of service during the October 3 – October 2 timeframe immediately preceding the benefits eligible plan year.

If you meet the applicable requirements, you will be eligible to enroll in the FSAs in accordance with the procedures described in Annual Enrollment below.

In determining whether a newly hired or ongoing part-time employee has been credited with the required minimum hours, the following rules will apply:

1. For part-time staff members, hours worked in all part-time positions will be taken into account.
2. During a period of time in which a part-time staff member is employed by DePaul but is not actively working, hours are credited based on the average hours worked during the remainder of the measurement period.
3. For part-time faculty members, for every contact hour an employee has in a given week, DePaul will credit an additional four hours of non-contact service.
4. During a quarter in which a part-time faculty member is employed by DePaul but is not teaching, hours are credited based on the average hours worked during the quarters taught in the measurement period.

Voluntary Reduced Work Time Arrangements
Employees who transition to a voluntary reduced work time arrangement under DePaul’s Voluntary Reduced Work Time Arrangement Policy remain eligible to participate in the FSAs.

Temporary Employees
If you are a temporary full-time employee hired into a position that will last six months or less and that requires you to work at least 35 hours per week, you will be immediately eligible to enroll in the FSAs, in accordance with the procedures described in Initial Enrollment below.

If you are a temporary part-time employee hired into a position that will last six months or less and that requires you to work less than 30 hours per week, your eligibility will initially be determined based on the hours of service you work in the first 12 months in which you are employed by DePaul. The Office of Human Resources will review your hours of service during your initial 12 months of employment to determine if you are credited with at least 1,000 hours of service during your initial 12 months of employment. If you meet this requirement, you will be eligible to enroll in the FSAs in accordance with the procedures described in Initial Enrollment below.

In addition to the initial eligibility determination made based on your initial 12 months of employment, the Office of Human Resources reviews benefits eligibility for ongoing temporary part-time employees each October to determine eligibility for the following plan year. In order to be eligible for benefits in any plan year, you must be credited with at least 1,000 hours of service during the October 3 – October 2 timeframe immediately preceding the benefits eligible plan year. If you meet this requirement, you will be eligible to enroll in the FSAs in accordance with the procedures described in Annual Enrollment below.

Eligibility Exclusions
You are not eligible to participate in the FSAs if you are:
- covered by a collective bargaining agreement;
• in a position classified as a student employee;
• a member of DePaul’s sponsoring religious order;
• an employee who has a non-U.S. home country or non-U.S. permanent residence, and you are employed in a position that will require you to work in a non-U.S. location; or
• designated by DePaul to be an independent contractor (whether determined at a later date to be a common law employee or otherwise).

How Does the FSA Program Work?

The FSA Program offers you a number of options from which to choose, all of which are administered by Conexis Benefits Administrators, LP (“Conexis”):

• **Full Purpose Health Care FSA** (for employees who do not contribute to a Health Savings Account (“HSA”))
• **Limited Purpose Health Care FSA** (for employees enrolled in the BlueEdge CDHP, a high deductible health plan with a HSA, or who otherwise make or receive contributions to a HSA)
• **Dependent Care Flexible Spending Account**

Once you have chosen your FSA Program option(s), you generally pay for your coverage with pre-tax dollars. You decide what your annual contribution to the FSAs will be, based on your personal circumstances and subject to the limitations discussed in this SPD. You may use your Health Care FSA to pay only for eligible health care expenses, and you may use your Dependent Care FSA to pay only for eligible dependent care expenses.

Note: Because pre-tax dollars are not subject to Social Security Taxes, your future Social Security benefits may be slightly reduced if your earnings are less than the Social Security wage base. See *How Do the FSAs Affect My Social Security and Unemployment Insurance Benefits?*

How Do the FSAs Save Me Money?

The FSAs save you money on payroll and income taxes. For example, if you earn $3,000 a month and contribute $200 to an FSA, you pay taxes on only $2,800 a month. The tax savings are reflected in your pay each month, all year, and will vary depending on your particular tax situation. See IRS Publications 502 and 503 ([http://www.irs.gov](http://www.irs.gov)), or consult your tax advisor for more details.

The FSAs save you money on your taxes if you:

• Carefully estimate your health care and/or dependent care expenses.
• Adjust your annual FSA election(s) during the annual enrollment period to reflect your estimated expenses for the next plan year (January 1 – December 31).
• Submit claims on time. The deadline for filing FSA claims for a plan year is March 31 of the following plan year. See *How Do I File Claims?*

The following example illustrates the effect of participating in a Health Care FSA for an employee earning $30,000. The example assumes the employee has a spouse and two dependent children, and files a joint tax return.

<table>
<thead>
<tr>
<th>Health Care FSA – Tax Savings Example for Out-of-Pocket Health Care Expenses</th>
<th>With Health Care FSA</th>
<th>Without Health Care FSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s annual gross pay</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Health Care FSA election</td>
<td>1,000</td>
<td>-0-</td>
</tr>
<tr>
<td>Net taxable pay</td>
<td>29,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Estimated Federal, State, and Social Security Tax Withholding*</td>
<td>8,019</td>
<td>8,295</td>
</tr>
<tr>
<td>After-tax income</td>
<td>20,981</td>
<td>21,705</td>
</tr>
</tbody>
</table>
Out-of-pocket health care expenses | -0- | 1,000
Net take-home pay | 20,981 | 20,705
Annual tax savings | $276 | -0-

*This example assumes that you are in the 15% federal income tax bracket, pay 5% state income tax, and have 7.65% Social Security/Medicare (FICA) deducted from your paycheck.

**Nondiscrimination Requirements**
In order to prevent the FSA Program from being characterized as discriminatory under the Internal Revenue Code (“IRC”) and therefore ineligible for favorable tax treatment, DePaul may reject any elections or may reduce contributions or benefits during the plan year. This means payroll deductions may be reduced or stopped as needed.

**When Can I Enroll in an FSA?**

There are three different circumstances under which you may enroll in the FSAs. You may enroll:

- When you are first hired (Full-Time Employees), or first eligible (Part-Time Employees, including Temporary Part-Time Employees);
- During annual open enrollment; or
- When you experience a qualified change event (See Changing Your Coverage)

Once you enroll, you cannot make changes during the year unless you have a qualified change event. You can enroll in the FSAs for only one year at a time, so if you participate in the FSAs during a plan year but do not re-enroll during the annual enrollment period for the upcoming plan year, your participation in the FSAs will end on December 31 (see Changing Your Coverage for a description of the limited exception to this rule and the qualified change events that may permit you to make a mid-year election change).

**Note about FSA Coverage If You Contribute to a Health Savings Account**
If you enroll in the BlueEdge CDHP option under the DePaul University Medical Plan, or if you or your spouse otherwise make or receive contributions to an HSA, you are not eligible to enroll in the Full Purpose Health Care FSA (see What are the Health Care FSA Options I Can Choose? for more information). However, you may enroll in the Limited Purpose Health Care FSA.

**Initial Enrollment**

**Full-Time Faculty and Staff**
If you are a new faculty member starting in the fall, you must enroll in the FSAs online through Campus Connection within 31 days of September 1. Your initial election will be effective September 1 through December 31 of the same year.

If you are a full-time faculty member and your job begins during the academic year already in progress, or if you are a full-time staff member (including a temporary full-time employee), then you must enroll in the FSAs online through Campus Connection within 31 days of your date of hire. Your coverage will be effective on the first day of the month following your date of hire (or on the actual date of hire if you are hired on the 1st of the month), provided you complete all the enrollment requirements.

If you do not enroll during your initial enrollment period, your coverage under the FSAs will be waived. Your next opportunity to enroll will be the next annual enrollment period, unless you experience a qualified change event that allows you to change coverage (see Changing Your Coverage).
Part-Time Faculty and Staff
You will be notified of your eligibility to participate in benefits once you meet the Part-Time Employee Classification requirements described in the Covered Employee Classifications section (including the requirements to be benefits-eligible as a temporary part-time employee). You will have 31 days from the date of your notification to enroll in benefits online through Campus Connection.

1. If your notification relates to a determination of initial eligibility (i.e., based on hours of service credited during your initial 12 months of employment), your election will be effective on the first day of the month following the initial 12-month period and will continue through December 31 of that calendar year.

2. If your notification relates to a determination of eligibility based on the annual determination period (October 3 – October 2), your election will be effective for the following calendar year, January 1 through December 31.

If you do not enroll within 31 days of your notification, your coverage under the FSAs will be waived. Your next opportunity to enroll will be the next annual enrollment period (unless you experience a qualified change event that allows you to change coverage, as described in Changing Your Coverage), provided you continue to meet the Part-Time Employee Classification requirements for benefits eligibility, as determined on an annual basis.

Voluntary Reduced Work Time Arrangements
If you transition to a voluntary reduced work time arrangement under DePaul’s Voluntary Reduced Work Time Arrangement Policy, you will remain enrolled in the FSAs through December 31 of the same year, and your coverage election(s) will remain the same as they were prior to your change in position. Provided you remain employed in your position, you will be eligible to participate in annual enrollment in the fall to elect coverage for the upcoming calendar year.

When Does Coverage Begin?
Once you have enrolled in the FSAs, your coverage will begin as described above, depending on your employee classification and your date of hire. You can submit for reimbursement only claims for eligible health care expenses or eligible dependent care expenses that you incur on or after the effective date of your enrollment.

ANNUAL ENROLLMENT
Each fall, DePaul will offer an annual enrollment period, during which you will have the opportunity to re-enroll in the FSAs for the next calendar year (your new coverage will start on January 1), provided you remain eligible to participate in the FSA Program. DePaul will notify eligible employees of the enrollment period and annual enrollment deadline, along with instructions on how to complete the online enrollment through Campus Connection. Information about annual enrollment is available on the Human Resources website at https://hr.depaul.edu or may be obtained from the Benefits Department.

If You Do Not Re-Enroll
Changes will not be allowed after the annual enrollment deadline, and if you do not re-enroll online through Campus Connection during the annual enrollment period, you will not be permitted to participate in the FSA Program during the plan year unless you experience a qualified change event that permits you to change your elections mid-year (see Changing Your Coverage).

CHANGING YOUR COVERAGE
Once you enroll in the FSAs, you generally cannot change your elections until the following annual enrollment period. However, there are certain circumstances described below, when you may be eligible to change your elections outside of the annual enrollment period.
If you experience a qualified change event that allows you to change your elections outside of the annual enrollment period, you should contact the Benefits Department to request a *Flexible Benefits Enrollment – Family Status Change* form to complete and return. You must return the form (along with any required documentation) and request the change within the time periods described below for each type of qualified change event. If you do not request to change your coverage elections within the required period, you will not be allowed to change your coverage until the next annual enrollment period (unless you experience another qualified change event).

You may change your coverage elections mid-plan year only if your changes result from, and are consistent with, any of the following qualified change events:

- HIPAA special enrollment
- Qualified change in status
- Significant cost or coverage change
- Medicare or Medicaid entitlement
- Qualified medical child support order (QMCSO)

The chart below shows which FSA Program options you may change as a result of each qualified change event:

<table>
<thead>
<tr>
<th>QUALIFIED CHANGE EVENT</th>
<th>Health Care FSA</th>
<th>Dependent Care FSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIPAA Special Enrollment</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Change in Status</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Significant Cost or Coverage Change</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Medicare or Medicaid Entitlement</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Qualified Medical Child Support Order</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Your election change, and the corresponding salary deduction change, will be effective as of the later of (1) the date on which you complete and return the *Flexible Benefits Enrollment – Family Status Change* form, or (2) the date of the qualified change event. You will have 31 days following the date of the qualified change event to provide any required supporting documentation to the Benefits Department.

**Special Enrollment Rules**

Under the Health Insurance Portability and Accountability Act (HIPAA), you may have the right to change your Health Care FSA election, or to begin participation in a Health Care FSA, outside of the annual enrollment period when certain events occur. Special enrollment periods occur when:

- You acquire a new dependent due to marriage, birth, adoption or placement for adoption;
- You declined to participate in the Health Care FSA during a previous enrollment period because you were covered under another group health plan (or group health insurance), but you subsequently lose your other coverage for any of the following reasons:
  - You or your dependents exhaust COBRA continuation coverage under another employer’s group health plan (other than due to failure to pay contributions or for cause);
  - Employer contributions toward the other group health plan coverage terminate; or
  - You or your dependents lose eligibility under the other group health plan or health insurance coverage (other than due to your failure to pay contributions or for cause), including:
    - As a result of legal separation, divorce, cessation of dependent status, death, termination or reduction in hours of employment;
    - In the case of an individual HMO policy, loss of coverage because you no longer reside or work in the service area;
In the case of a group HMO, loss of coverage because you no longer reside or work in the service area, provided that no other benefit package is available to you.

- You or your dependent incurs a claim that meets or exceeds a lifetime limit on all benefits; or
- Your current employer decides to stop contributing for your coverage.

- You or your dependent becomes:
  - ineligible for coverage under a Medicaid plan or a state child health plan, and as a result coverage is terminated; or
  - eligible for a premium assistance subsidy for the Medical Plan under Medicaid or the state child health plan.

The request for a change in coverage must be made within 31 days of the special enrollment event, unless the special enrollment event is you or your dependent becoming ineligible for coverage under a Medicaid plan or a state child health plan, or you or your dependent becoming eligible for a premium assistance subsidy for the Plan under Medicaid or the state child health plan. For this special enrollment right, the request for a change in coverage must be made within 60 days of the date you lose coverage or become eligible for coverage, as applicable.

**Change in Status Event**

You may make a change to your Health Care FSA election or to your Dependent Care FSA election when certain change in status events occur, but only if the change is consistent with the event. The coverage change must be on account of and correspond to a change in status event that affects your or your dependent's eligibility for coverage under the FSAs or similar benefits under another employer's plan, including a change in status that results in an increase or decrease in the number of your dependents who may benefit from coverage.

The request for a change in coverage must be made within 31 days of the change in status event. The Benefits Department will review the situation to determine if a change in status event has occurred and if the requested election change is consistent with the change in status event.

The following are change in status events:

- **Number of dependents**—you gain or lose a dependent (birth, adoption, placement for adoption, death);
- **Marital or partnership status**—your marital status changes (marriage, divorce, legal separation, annulment, death of a spouse);
- **Employment status**—change in employment status with respect to you, your spouse or a dependent, including: termination or commencement of employment, a strike or lockout, commencement of or return from an unpaid leave of absence, and a change in worksite or other change in employment that affects eligibility under a health plan;
- **Dependent satisfies or ceases to satisfy eligibility requirements**—your child becomes eligible or ceases to be eligible on account of age, student status or any similar circumstance, in this plan or under another plan; and
- **Residence**—a change in the place of residence of you, your spouse or your dependent.

**Significant Cost or Coverage Change**

You may revoke your Dependent Care FSA election (but not your Health Care FSA election) and file a new election for the balance of the plan year under the following circumstances:

- The cost of your current coverage option significantly increases or significantly decreases. Note that no change is permitted when the cost change is imposed by a dependent care provider who is the employee's relative.
- An event occurs that significantly curtails coverage or causes you to lose coverage under your current coverage option. Under the Dependent Care FSA, this event allows you to drop coverage or reduce your election amount to take into account expenses of an affected child. You may also make an election change due to a change in hours of care needed or change in hours worked by the provider;
- A coverage option is added or is significantly improved under the FSA Program during the year, and you are eligible for such option. You may enroll in, increase or reduce your election amount due to finding a new dependent care provider to correspond with the cost change.
The change corresponds with a change made by you or your dependent under another employer’s plan in the following circumstances:

- If the annual enrollment period under the other plan occurs at a different time of year than annual enrollment under the FSA Program.
- If the other employer’s plan allows you or your dependent to change elections due to the reasons described in this section (change in status or significant cost or coverage changes).

**Medicare or Medicaid Entitlement**
If you or your spouse or dependent enroll in or lose coverage under Medicare (Part A or B) or Medicaid, you may change your Health Care FSA election accordingly.

**Qualified Medical Child Support Orders**
You may become subject to a qualified medical child support order (QMCSO) that requires you to provide health coverage for a child. If this occurs, you may change your Health Care FSA election accordingly.

**PROGRAM Funding and Paying for Your FSA Coverage**
The FSA Program is a self-insured benefit program, which means that claims are paid from the contributions you make and from the general assets of DePaul. Your cost for coverage depends on the amount you elect to contribute to your FSAs for the plan year.

**How You Pay for Benefits**
Once you decide the amount you want to contribute to your FSAs for the plan year, this coverage amount is divided by the number of pay periods left in the plan year. Your contributions are deducted, on a pre-tax basis, from your pay evenly across pay periods for the plan year and credited to your FSAs. If you enroll during an annual enrollment period, your paycheck deductions will begin as of the first day of the plan year for which you elect coverage. If you enroll outside of the annual enrollment period (for example, if you elect FSA coverage mid-year following a qualified change event), your paycheck deductions generally will begin with your first paycheck after you have completed your online enrollment.

How Do the FSAs Affect My Social Security and Unemployment Insurance Benefits?
Because your FSA contributions are deducted from your paychecks before federal, state, and Social Security (FICA) taxes are taken out, your future Social Security and unemployment insurance benefits may be slightly reduced if your earnings are less than the Social Security wage base.

For example, if your annual earnings after your contributions to your FSA are above the Social Security wage base (e.g., $118,500 in 2015), there will be little or no effect on your Social Security benefits. However, if your earnings are below the wage base, your future Social Security benefits may be reduced when earnings from your years of participation in the FSA are used to calculate your Social Security benefits. Your FSA contributions also reduce your taxable income, which is used to calculate your unemployment insurance benefits.

**EMPLOYMENT EVENTS AND EFFECT ON COVERAGE**

**What if I Take a Leave of Absence?**
There are five types of leave of absence that can be paid or unpaid:

- Disability Leave
- Personal Leave
- Faculty Research Leave
- FMLA Leave
- Military Leave
When you take a leave of absence (paid or unpaid), you will receive a letter describing the terms of your leave, including specific information about how your leave will affect your eligibility for benefits. The general rules that apply during a leave of absence are described below.

You may elect to discontinue participation in the Health Care FSA during your leave of absence. In order to discontinue participation in your Health Care FSA during your leave, you must elect to do so within 31 days of the commencement of the leave. If you elect to discontinue participation in your Health Care FSA, your last day of coverage will be the last day of the month in which you begin your leave of absence. Expenses incurred during the leave after your coverage ends are not eligible for reimbursement. If you do not elect to discontinue participation in your Health Care FSA during your leave, the rules set forth below will apply.

Your participation in the Dependent Care FSA will automatically cease as of the date you begin your leave of absence, except as described below if you are on a paid faculty research leave.

**Health Care FSA Participation During a Leave of Absence**

- **Paid Faculty Research Leave**
  - If you are on a paid Faculty Research Leave, you will remain an active participant in your Health Care FSA for the duration of your leave of absence, and your contributions will continue to be deducted from your pay in the same manner and amount as deductions were taken prior to your leave. While on leave, you may continue to submit claims for reimbursement from your Health Care FSA for eligible medical expenses as long as you are a participant.

- **Paid Disability Leave**
  - If you are on a paid Disability Leave (which may run concurrently with FMLA Leave), and you qualify for benefits under DePaul’s Sick Pay, Short and Long Term Disability Policy, you will continue to be an active participant in your Health Care FSA while you are receiving short-term disability benefits; however, your Health Care FSA participation will terminate when your short-term disability benefits end (generally up to six months). Your Health Care FSA coverage will also terminate in the event that you no longer qualify to receive short term disability benefits, but you do not return to work.

- **Military Leave**
  - If you are on either a paid or an unpaid Military Leave, you will continue to be an active participant in your Health Care FSA for up to 24 months of your leave, or until the day after the date you fail to apply for or return to work on a timely basis after your military leave, whichever is earlier. While on leave, you may continue to submit claims for reimbursement from your Health Care FSA for eligible medical expenses as long as you are a participant.

  If you are called to perform military service for more than 179 days (or for an indefinite period), you will be able to take your unused Health Care FSA balance as a taxable cash distribution by the last day of the FSA plan year, as extended for the 2½ month grace period (see *What Happens to FSA Funds I Don’t Use?*). The amount that will be distributed is the amount contributed (minus reimbursements received) as of the date of the distribution request.

- **Unpaid FMLA Leave or Unpaid Personal Leave**
  - Generally, if you are on an approved unpaid FMLA or personal leave of absence, you will remain an active participant in your Health Care FSA for the duration of your leave. While on leave, you may continue to submit claims for reimbursement from your Health Care FSA for eligible medical expenses as long as you are a participant.

  Employees on an unpaid leave of absence are responsible for paying the Health Care FSA contributions due for the period of the leave. You have two choices for paying any Health Care FSA contributions due for the period of your unpaid leave of absence, which will be described in greater detail in the letter you receive setting forth the terms of your leave:

  - **Pre-Pay Contributions.** You can make a lump-sum contribution due for the period of your leave (but not for any period beyond the end of the calendar year in which your leave begins) on a pre-tax basis (from the last paycheck before your leave begins. If your leave extends beyond the period for which
you have prepaid your contribution amount, you may pay any additional required contributions under the Pay-As-You-Go method described below.

- **Pay-As-You-Go Contributions.** You can make monthly contributions during your leave on an after-tax basis. If you choose to make monthly contributions, you'll need to send your checks directly to the Benefits Department, on or before the first day of each pay period in which the contributions would have been deducted from your paycheck if you were actively employed. You must pay any delinquent contributions within 30 days of the date the payment is due; if any contribution amount remains unpaid after this 30-day period, your coverage will terminate.

**Special Note for Unpaid Faculty Research Leave**

If you are on an unpaid Faculty Research Leave, details related to your benefits eligibility will be included in the letter you receive explaining the terms of your leave of absence.

**Dependent Care FSA Participation During a Leave of Absence**

As noted above, for most types of leave, your participation in your Dependent Care FSA will be discontinued as of the first day of your leave of absence.

However, if you are on a paid faculty research leave, you will remain an active participant in your Dependent Care FSA, and your contributions will continue to be deducted from your pay in the same manner and amount as deductions were taken prior to your leave, unless you elect to discontinue participation in your Dependent Care FSA. In order to discontinue participation in your Dependent Care FSA for the duration of your paid faculty research leave, you must elect to do so within 31 days of the commencement of the leave. If you elect to discontinue participation in your Dependent Care FSA, your participation will end as of the first day of your leave of absence. Expenses incurred during the leave after your participation ends are not eligible for reimbursement.

**What Happens When I Return to Work Following a Leave of Absence, if My Participation Ended During the Leave?**

**Return to Work Following a Non-FMLA Leave**

If you were on non-FMLA leave, the length of your leave will affect your election options, as follows:

- If you were on leave for fewer than 31 days, you must resume the monthly contributions in effect before your leave (and your annual coverage will be reduced); or
- If you were on leave for 31 days or more, you may select a new annual election with new monthly contributions for the remainder of the plan year.

**Return to Work Following an FMLA Leave**

If you were on an FMLA leave, you have the following options:

- You may resume the monthly contributions in effect before your leave (and your annual coverage will be reduced); or
- You may increase your monthly contributions from those in effect before your leave (and resume the same annual coverage in effect before your leave).

Note: If you experience a qualified change event during the leave (e.g., if you gain or lose a dependent), you may increase or decrease your election in accordance with the qualified change event.

In order to re-enroll in the FSAs when you return from leave, you must notify the Benefits Department in writing within 31 days of your return to active employment status, or you will not be able to re-enroll until the next annual enrollment period (unless you experience a qualified change event that permits you to change your FSA elections mid-year).

**When Your Coverage Ends**

Your coverage ends automatically at the end of the plan year (December 31). You must re-enroll during the annual enrollment period each year in order to have coverage the following plan year.
Your coverage will also end as a result of any of the following occurrences:

- your employment with DePaul terminates for any reason;
- you exhaust short-term disability benefits while on a disability leave of absence, or you cease to qualify for short-term disability benefits but do not return to work;
- you are on an unpaid faculty research leave, the terms of which do not permit you to continue benefits;
- you are on a military leave that extends beyond 24 months;
- you lose eligibility for benefits under the FSAs;
- the FSAs are terminated; or
- you stop making the contributions needed to pay for your coverage.

For the Health Care FSA, your coverage will end on the last day of the month in which one of the events listed above occurs. For the Dependent Care FSA, your last day of coverage will be the date on which one of the events listed above occurs.

HEALTH CARE FLEXIBLE SPENDING ACCOUNTS

This section describes information specific to the DePaul Health Care FSAs. DePaul sponsors two types of Health Care FSAs – the Full Purpose Health Care FSA (“FP Health Care FSA”) and the Limited Purpose Health Care FSA (“LP Health Care FSA”).

How the Health Care FSAs Work

After you enroll, the Health Care FSAs work like this:

- When you enroll, you specify the amount that you want to contribute to your FSA for the plan year. This amount is divided by the number of pay periods left in the plan year. Your contributions are deducted from your pay evenly across pay periods for the plan year and credited to your Health Care FSA.
- Once you enroll in a Health Care FSA, you will receive a Health Care FSA debit card, which you can use to pay for eligible medical expenses at approved providers that accept Visa® cards. For more details about when you can use your Health Care FSA debit card, please refer to How Do I File a Claim for Reimbursement from My FSAs?
- For eligible medical expenses that you do not purchase with your Health Care FSA debit card, you will need to submit a Request for Reimbursement form to the FSA claims administrator, along with one of the following: (i) an Explanation of Benefits (EOB), (ii) a Determination of Benefits, or (iii) a detailed receipt of services rendered. Once you have submitted the necessary documentation, the FSA claims administrator will send you a reimbursement payment, either by direct deposit to your bank account, or by check.

What Are the Health Care FSA Options I Can Choose?

Full Purpose Health Care FSA

The FP Health Care FSA allows you to pay on a pre-tax, salary reduction basis for eligible health care expenses not covered under your medical, dental, or vision plans.

You are not eligible to participate in the FP Health Care FSA if you are enrolled in the BlueEdge CDHP or if you otherwise make or receive contributions to an HSA. This rule applies during the grace period following the plan year as well, unless you have a zero balance in your FP Health Care FSA at the end of the plan year.

For example, if you participate in the FP Health Care FSA in 2016, you may enroll in the BlueEdge CDHP for 2017, but contributions to your HSA generally will not begin until April 1, 2017. However, if you have no balance in your Health Care FSA as of December 31, 2016, contributions to your HSA will begin January 1, 2017.

Note: Participating in a Limited Purpose Health Care FSA, as described below, does not prevent you from
making contributions to an HSA.

**Limited Purpose Health Care FSA**
As an alternative to the FP Health Care FSA, DePaul offers a Limited Purpose Health Care FSA for employees who participate in the BlueEdge CDHP option under the Medical Plan.

If you enroll in the LP Health Care FSA, you may be reimbursed only for eligible dental and vision expenses, regardless of whether you have met the annual deductible requirement under the BlueEdge CDHP option.

Note: You may participate in only one of the Health Care FSAs in the same plan year.

**How Much Can I Contribute to My Health Care FSA?**

**Minimum Annual Contribution to a Health Care FSA**
In order to participate in the Health Care FSA, you must contribute a minimum of $100 per year.

**Maximum Annual Contributions to a Health Care FSA?**
You may contribute up to $2,550 to a Health Care FSA per plan year. This limit is imposed by law and may be adjusted for inflation in future years. If both you and your spouse are DePaul employees, you may each contribute up to $2,550 to a Health Care FSA per plan year. It is important that you estimate your health care expenses carefully, because you forfeit any contributions that you don’t claim for reimbursement. See What Happens to FSA Funds I Don’t Use?

**Which Dependents’ Expenses are Eligible for Reimbursement from My Health Care FSA?**

Under your Health Care FSA, you may claim reimbursement for medical expenses incurred on behalf of your legal spouse or any other individual who is a “dependent” as defined in IRC Section 105(b) (i.e., a dependent who is eligible to receive tax-free health coverage under the IRC). Medical expenses for an individual who is a dependent under the Health Care FSA cease being reimbursable as of the date that the individual no longer meets the requirements to be dependent as defined in IRC Section 105(b).

**Your Legal Spouse**
For purposes of the Health Care FSA, your spouse is your legal spouse under federal law, including a spouse from whom you are separated under a legal separation decree.

**Your Dependents**
For purposes of the Health Care FSA, your “dependents” include individuals who are tax dependents for health coverage purposes under the IRC.

To be a tax dependent for health coverage purposes, your dependent must be a citizen or national of the United States, or a resident of the United States, Mexico or Canada.

If the dependent is your natural-born child, stepchild, legally adopted child (including a child placed with you for adoption), or eligible foster child, he or she is a tax dependent for health coverage purposes through the end of the year in which he or she turns age 26. If your dependent does not fit within any of these categories, he or she is a tax dependent for health coverage purposes only if he or she is a qualifying child or qualifying relative as defined below.

**Qualifying Child**
Your dependent is your qualifying child if he or she:

- Is your child, sibling, stepsibling, or a descendant of any such individual;
- As of the last day of the year, is under age 19, under age 24 if a full-time student, or any age if permanently and totally disabled;
- Lives with you for more than 50% of the year (temporary absences due to special circumstances such as illness, education, business, vacation or military service, are not treated as absences); and
- Does not provide over 50% of his or her own financial support for the year.

**Qualifying Relative**
Your other dependent (your Second Domiciled Adult (“SDA”), your SDA’s child, or any other non-qualifying child dependent) is your qualifying relative if he or she:
- Is your relative, or lives with you for the full tax year (excluding temporary absences, such as for school) as a member of your household;
- Receives more than 50% of his or her annual financial support from you; and
- Is not a qualifying child of you or any other taxpayer for the year.

**Special Rule for Child of Parents Who Are Divorced or Separated**
A special exception applies in the case of your child if you and the child’s other parent are divorced, legally separated, or live apart at all times during the last six months of the calendar year. In the case of such a child, you may cover your child on a tax-free basis even if the child is not your qualifying child or qualifying relative, as defined above, if the child:
- Receives over 50% of his or her support during the year from his or her parents,
- Is in the custody of one or both parents for more than 50% of the year, and
- Qualifies as a tax dependent of one of his or her parents under IRC Section 152(c) or 152(d).

**What Are the Health Care FSA Reimbursement Rules?**
In order to be reimbursed from your Health Care FSA, expenses must be “eligible medical expenses” as described below. Additional basic guidelines for reimbursement from your Health Care FSA include:

- Expenses must be incurred during the plan year (January 1 through December 31). You also can be reimbursed for health care expenses incurred from January 1 through March 15 of the next plan year, from funds set aside in the previous plan year. This period is referred to as the grace period.
  - For expenses incurred on behalf of your child (as defined in Your Dependents) who turns 26 during the plan year, you may not claim reimbursement for health care expenses incurred on behalf of such child during the grace period described above, that follows the plan year in which your child turns 26.
  - For example, if your child turns 26 in September 2016, health care expenses incurred on his or her behalf through December 31, 2016 may be reimbursed from your Health Care FSA. Health care expenses he or she incurs during the grace period for the 2016 plan year (i.e., January 1, 2017 through March 15, 2017) may not be reimbursed from your Health Care FSA. This rule applies only for the plan year in which your child turns 26 years of age.
- An expense is considered “incurred” on the date that the care is provided, rather than the date on which you are billed or on which you pay for the care.
- If you enroll in a Health Care FSA mid-year, expenses incurred before your effective date are not eligible. The effective date is the first day of the month following your enrollment, subject to payroll deadlines.
- Expenses incurred after your participation in a Health Care FSA ends are not eligible (if you terminate employment, this is the last day of the month in which your termination occurs). See What If I Take a Leave of Absence? and What if I Terminate from DePaul? for more information.
- Expenses reimbursed from your Health Care FSA may not be deducted on your income tax return.

**What Are the Reimbursement Rules Specific to Each Type of Health Care FSA?**

**FP Health Care FSA**
The FP Health Care FSA is used to reimburse expenses for medical care (described below) that are not paid by insurance. Medical care is defined as payment for diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body.

**LP Health Care FSA**
The LP Health Care FSA is limited to reimbursement for dental and vision expenses, as described in What Are the Health Care FSA Options I Can Choose? above.
What are “Eligible Medical Expenses” Eligible for Reimbursement under the Health Care FSAs?

Subject to the limits on the LP Health Care FSA described in the section above, expenses are considered eligible for reimbursement from a Health Care FSA if they have been incurred for the diagnosis, cure, mitigation, treatment or prevention of illness or disease or treatment affecting any part or function of the body. The expenses must be primarily to alleviate or prevent a physical or mental defect or illness. Expenses solely for cosmetic reasons generally are not eligible expenses for health care. Also, expenses that are merely beneficial to one’s general health (for example, health spas) are not expenses for health care. A partial list of eligible expenses and exclusions are shown below. IRC Section 213(d) governs what is and is not eligible; provided, however, that premium payments for health coverage, long-term care services or insurance, or amounts paid for an “over-the-counter” drug (unless such drug is insulin or is prescribed by an authorized health care professional) are not eligible medical expenses.

The following lists are only a guide as to the types of expenses that can be considered for reimbursement. More detailed information about eligible medical expenses may be found in IRS Publication 502, Medical and Dental Expenses, which is available at the IRS website at http://www.irs.gov (click on the “Forms and Pubs” link).

Eligible Medical Expenses

- Acupuncture
- Ambulance
- Artificial limbs
- Artificial teeth
- Birth control
- Braces
- Chiropractor’s fees
- Christian Science Practitioners fees
- Contact Lenses
- Contact Lens Solution
- Crutches
- Deductibles, coinsurance, and copayments under DePaul’s or another group health plan
- Dental fees (not considered cosmetic)
- Diagnostic fees
- Eyeglasses
- Eye Exams
- Guide dog
- Hearing Aids
- Hearing Aid Batteries
- Hospital services
- Immunizations
- Insulin
- Laboratory fees
- Medical services
- Nursing services
- Operations
- Osteopath
-Prescribed medications
- Oxygen
- Prescription drugs
- Psychiatric care
- Psychoanalyses
- Psychologist
- Sterilization
- Transplants (organ)
- Wheelchair
- X-ray
Expenses That Are Not Eligible Medical Expenses

- Premiums for any health care coverage, including premiums for COBRA coverage, AD&D coverage, disability insurance, or another employer’s group health plan
- Long-term care insurance premiums or services
- Procedures considered to be strictly cosmetic surgery that is directed at improving the patient’s appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease
- The salary expense of a nurse to care for a healthy newborn at home
- Funeral and burial expenses
- Household and domestic help
- Massage therapy; unless prescribed by physician for a specific medical condition
- Home or automobile improvements
- Custodial care
- Costs for sending a problem child to a special school for benefits the child may receive from the course of study and disciplinary methods, unless the availability of medical care in the school is a principal reason for sending the child to the school
- Health club or fitness program dues, even if the program is necessary to alleviate a specific medical condition such as obesity
- Social activities, such as dance lessons (even though recommended by a physician for general health improvement)
- Bottled water
- Maternity clothes
- Diaper service or diapers
- Cosmetics, toiletries, toothpaste, etc.
- Vitamins and food supplements, unless prescribed by a physician for a specific condition
- Uniforms or special clothing
- Automobile insurance premiums
- Marijuana and other controlled substances that are in violation of federal law, even if prescribed by a physician
- Over-the-counter medications (other than insulin) that are not obtained with a prescription
- Any item that does not constitute “medical care” under IRC § 213

For more information about what items are and are not eligible medical care expenses you may contact the Claims Administrator.

Employment Events and Effect on Health Care FSA Coverage

What If I Terminate from DePaul?
Your automatic contributions to your Health Care FSA continue only as long as you remain on active pay status. If you terminate from DePaul, participation in your Health Care FSA ends as of the last day of the month that includes your termination date, unless you continue participation under COBRA. See Can I Elect COBRA for My Health Care FSA If I Stop Working for DePaul? for more information.

You may submit claims for eligible expenses incurred through the last day of participation in your Health Care FSA. Expenses incurred after this date are not eligible for reimbursement, except if you continue coverage under COBRA. See Continuation Coverage.

What If I Return to Work at DePaul After Termination?
If you are rehired by DePaul and choose to re-enroll in the Health Care FSA for the remainder of the plan year, you may do so within 31 days of your return to employment.

If you return to work within the same plan year, the length of your break in service from DePaul will affect your re-enrollment options, as follows:

- If you were terminated from DePaul for fewer than 31 days, your monthly contribution must be the same as before your break in service*.
If you were terminated from DePaul for 31 days or more, you may elect a new annual contribution.

*If you experience an event during your break in service that allows a change in election (e.g., you gain a new dependent), you may increase or decrease your election in accordance with the event.

In order to re-enroll in the Health Care FSA, you must re-enroll online through Campus Connection, within 31 days of your return to employment, or you will not be able to re-enroll.

**Continuation Coverage**

*Can I Elect COBRA for My Health Care FSA If I Stop Working for DePaul?*

If you lose coverage under the Health Care FSA as a result of a “qualifying event” as described below, you may be eligible to continue participation in your Health Care FSA for a limited period of time, in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (“COBRA”).

If you choose to continue participating in the Health Care FSA through COBRA, you will make contributions to your Health Care FSA on an after-tax basis through the end of the plan year in which you qualify for COBRA (as explained below). However, COBRA coverage for the Health Care FSA is available only if the amount remaining in your Health Care FSA at the time your coverage would otherwise terminate exceeds the amount of your reimbursable expenses submitted to the Health Care FSA as of that time. This allows you to be reimbursed for expenses that you incur after your qualifying event, but before the end of the plan year. You may not re-enroll in the Health Care FSA during the annual enrollment period for the plan year that follows your qualifying event.

**Qualifying Events**

A qualifying event is defined as a loss of coverage due to one of the following reasons:

- Your death,
- A change of your employment status, such as your termination of employment from DePaul or a reduction in your working hours,
- Your divorce or legal separation,
- You elect Medicare as primary coverage, or
- Your dependent child loses eligibility for coverage.

Coverage in effect at the time of the qualifying event terminates on the date that the qualifying event occurs, and you will have the opportunity to elect COBRA continuation coverage. COBRA coverage for the Health Care FSA will terminate before the end of the plan year if:

- You fail to make a timely COBRA premium payment.
  - An initial premium payment following the election of COBRA coverage is considered timely if received within 45 days of such election. Any subsequent premium is considered timely if it is paid within 30 days from the due date.
- DePaul terminates the Health Care FSA.

**Notice Requirement and Electing Continuation Coverage**

If the qualifying event is divorce, or your dependent child ceasing to be eligible for coverage, you or your dependents must inform the Benefits Department within 60 days of the date of the event to request notice of your COBRA continuation rights. You may provide notice orally, electronically or in writing. If you do not give notice within 60 days of the qualifying event, you may not elect continuation coverage.

In all other cases, you and your covered dependents will be notified automatically of your rights to continue coverage and will be provided with the necessary information to complete an election. You and your covered dependents will have 60 days from the later of the date coverage is lost, or the date the notice of the right to continuation coverage is received, to elect continuation coverage. If the election is not completed within the 60-day period, you will not have continuation coverage and will have no further rights to elect such coverage.

**Cost for COBRA**
The premium that you are charged for COBRA coverage for the Health Care FSA is based on your monthly contribution before your employment terminated. You may be charged no more than 102% of your normal contribution amount. The additional 2% above the premium cost covers DePaul’s cost of administering COBRA.

Do I Have Privacy Rights?
Under federal law, special rules apply to the privacy of your health information (these rules apply to the Health Care FSAs, but do not apply to the Dependent Care FSA). For more information about the confidentiality of your protected health information (“PHI”) and how it may be used and disclosed, please refer to the FSA Program’s Notice of Privacy Practices (“Notice”). The Notice explains how you may access and amend your PHI, request an accounting of disclosures of your PHI, and request restrictions on disclosures of your PHI. You may request a copy of the Notice by contacting the Plan Administrator. Other policies adopted by the FSA Program contain standards designed to maintain the security of your PHI.

Dependent Care FLEXIBLE Spending Account
This section describes information specific to the DePaul Dependent Care FSA. The Dependent Care FSA allows you to pay for eligible dependent care expenses on a pre-tax, salary reduction basis, as described below.

Laws Governing the Dependent Care FSA
The Dependent Care FSA is established under IRC §129 and the DePaul Section 125 Plan. It is the intention of DePaul that the Dependent Care FSA qualify as a self-insured dependent care reimbursement plan within the meaning of IRC §129 and that the reimbursements that an employee receives under the FSA Program be eligible for exclusion from the employee’s income under IRC §129(a) and §125(a).

How the Dependent Care FSA Works
After you enroll, the Dependent Care FSA works like this:

- When you enroll, you specify the amount that you want to contribute to your FSA for the plan year. This amount is divided by the number of pay periods left in the plan year. Your contributions are deducted from your pay evenly across pay periods for the plan year and credited to your Dependent Care FSA.
- When you have an eligible dependent care expense, you submit a Request for Reimbursement form to the FSA Claims Administrator, along with a detailed receipt of services rendered.
- Once you have submitted the necessary documentation, the FSA Claims Administrator will send you a reimbursement payment, either by direct deposit to your bank account, or by check.

Additional Participation Requirements for the Dependent Care FSA
In addition to the eligibility criteria outlined in Who can Participate in the FSAs?, to participate in the Dependent Care FSA you must be:

- Single or divorced and working (or looking for work); or
- Married and:
  - Both you and your spouse work (or are looking for work);
  - You work, and your spouse is a full-time student and attends classes outside the home at least five months a year; or
  - You work, and your spouse is mentally or physically disabled and unable to care for himself or herself.

How Much Can I Contribute to My Dependent Care FSA?

What is the Minimum Annual Contribution to the Dependent Care FSA?
You must contribute a minimum of $500 per year to participate in the Dependent Care FSA.
What is the Maximum Annual Contribution to the Dependent Care FSA?
Your maximum annual contribution to the Dependent Care FSA depends on your marital and income tax filing status, as indicated below. For single participants, the maximum contribution is generally $5,000 per year. For married participants, the maximum contribution is generally $5,000 per year if filing tax returns jointly, and $2,500 per year if filing tax returns separately.

<table>
<thead>
<tr>
<th>If You Are…</th>
<th>You May Contribute the lesser of…</th>
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</thead>
<tbody>
<tr>
<td>Single</td>
<td>$5,000; or your annual income</td>
</tr>
<tr>
<td>Married, filing a joint tax return</td>
<td>$5,000 (total); or your annual income; or your spouse’s annual income</td>
</tr>
<tr>
<td>Married, filing separate tax returns</td>
<td>$2,500; or your annual income; or your spouse’s annual income</td>
</tr>
<tr>
<td>Married and your spouse is physically or mentally incapable of caring for himself or herself or is a full-time student for at least 5 calendar months per year</td>
<td>$250 per month (up to $3,000 per year) if you have one qualifying dependent; or $500 per month (up to $5,000 per year) if you have two or more qualifying dependents</td>
</tr>
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It is important that you estimate your dependent care expenses carefully, as you will forfeit any contributions you can’t claim for reimbursement. See What Happens to FSA Funds I Don’t Use?

Which Dependents’ Expenses are Eligible for Reimbursement?
The Dependent Care FSA allows you to be reimbursed for the eligible expenses of your eligible dependents, as follows:

- An individual who is your qualifying child under IRC Section 152 as modified for dependent care purposes and who is under the age of 13, or who is age 13 or over and physically or mentally incapable of self-care. This child must meet all of the following to be a qualifying child for this purpose:
  - Has one of the following relationships to you
    - Your child or a descendant of your child
    - Your brother, sister, stepbrother, stepsister, or descendant of any such relative
  - Lives with you for more than 50% of the year
  - Does not provide over 50% of the child’s own financial support for the year.
- Your spouse who is physically or mentally incapable of caring for himself or herself and who has the same principal residence as you for more than half of the year.
- Any other tax “dependent” who is physically or mentally incapable of caring for himself or herself and who:
  - Is a relative of yours – specifically, your child or a descendant of your child; your father, mother or an ancestor of either; your stepfather or stepmother, father-in-law or mother in law, or your father’s or mother’s brother or sister; your brother, sister, stepbrother, stepsister, or your brother’s or sister’s son or daughter; or your son-in-law, daughter-in-law, brother-in-law, or sister-in-law - and has the same principal residence as you for more than 50% of the year, or is an unrelated individual who has the same principal residence as you for the entire year and who is a member of your household;
  - Receives more than 50% of his or her annual financial support from you; and
  - Is not a qualifying child of you or of any other taxpayer for the year.
**Special Rule for Children of Divorced or Separated Parents**

If a child of divorced or separated parents resides with one or both parents for more than half the year and receives over half of his or her support from one or both parents, the child may be considered a qualifying individual only with respect to the child’s custodial parent (as defined in IRC Section 152(e)(3)). This determination is made without regard to which parent claims the child as a dependent on his or her tax return.

Please contact a qualified tax expert for advice if you are unsure whether you can claim an individual as a dependent for your FSA under IRS rules.

**What Types of Expenses Are Eligible for Reimbursement under the Dependent Care FSA?**

Dependent care expenses must meet the statutory requirements of IRC §129. More information about eligible expenses also can be found in IRS Publication 503 available at the IRS Website at http://www.irs.gov (click on the “Forms and Pub’s” link). However, some basic guidelines for eligible Dependent Care FSA expenses are described below.

**Timing of Expenses**

Expenses must be incurred either during the plan year (January 1 through December 31) in which funds are contributed to your Dependent Care FSA, or during the grace period following such plan year (January 1 through March 15 of the next plan year). However, expenses incurred before your effective date of participation are not eligible for reimbursement. You must submit all claims for reimbursement by March 31 of the plan year following the plan year in which funds were contributed to your Dependent Care FSA.

- For example, assume that you enroll in the Dependent Care FSA in June 2016. You elect to contribute $1,000 for the 2016 plan year, but you only use $500 to pay eligible Dependent Care expenses incurred during 2016.
  - You may use the remaining $500 to pay eligible Dependent Care expenses incurred during January 1, 2017 – March 15, 2017;
  - You may not submit a claim for reimbursement of dependent care expenses incurred before June 2016, the month in which you were first enrolled in the Dependent Care FSA; and
  - You must submit all claims for reimbursement by March 31, 2017.

Expenses are considered incurred when the care is provided, rather than when you are billed or when you pay for the care.

**Nature of Expenses**

Expenses must be incurred for the care of an eligible dependent, or for household services attributable in part to the care of an eligible dependent. Expenses generally must be incurred to enable you (and your spouse, if you are married) to work or to look for work. However, if your spouse is a full-time student or is mentally or physically incapable of self-care, your spouse is not required to be working or looking for work when the expenses are incurred.

If the expenses are incurred for services outside your household, they must be incurred for the care of:

- a person under age 13 who is your dependent under federal tax law; or
- your spouse or another person who is your dependent under federal tax law, who is physically or mentally incapable of self-care and who regularly spends at least eight hours per day in your household.

If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

**Care Provided by Related Individuals**

Expenses are not eligible for reimbursement if they are provided by any of the following individuals:

- your spouse or a parent of your child who is under the age of 13;
your child who is under the age of 19 during the entire year in which the expense is incurred;
• an individual for whom you or your spouse is entitled to a personal tax exemption due to the individual's dependent status; or
• a person for whom you are entitled to a personal exemption under IRC section 151(c) (claimed as a dependent on your income taxes).

**Eligible Dependent Care Expenses**
The primary purpose of the Dependent Care FSA is to provide assistance for the wellbeing and protection of your eligible dependent(s) so that you can work. Some specific examples of eligible expenses are:

- In-home services provided by a babysitter;
- Services provided by a housekeeper or maid, if that person is responsible for the care of an eligible dependent during the day;
- Services provided by a day care facility for children, including summer day camp (the facility must be licensed if it provides care for more than six individuals who do not normally reside there);
- Services provided by a day care facility for adults (the facility must be licensed if it provides care for more than six individuals who do not normally reside there);
- Care provided outside your home (if the eligible dependent is over age 13, he or she must be unable to care for himself or herself and spend at least eight hours per day in your home); and
- Any taxes you pay as the employer of a dependent care provider.

**Expenses That Are Not Eligible Dependent Care Expenses**
Examples of ineligible Dependent Care FSA expenses include:

- Payments to the parent of your dependent child;
- Expenses for which you have claimed the dependent care tax credit under IRC §21;
- Expenses incurred while you are on a leave of absence;
- Weekend or evening-out babysitting;
- Services outside your home at a camp where your child, disabled spouse or disabled dependent stays overnight;
- Transportation to and from the place where care is provided, unless the transportation is provided by the dependent care provider;
- Expenses where the provider does not include a Social Security Number or Tax Identification Number;
- Educational expenses for dependent children in kindergarten or above; and
- Expenses incurred for care of your SDA or your SDA’s child, unless such person is a tax dependent.

You are responsible for making sure all expenses submitted for payment under the Dependent Care FSA are eligible for reimbursement and meet the requirements of the IRC. To determine whether your expenses meet the necessary requirements, the FSA claims administrator may ask you to submit additional information. In some cases, you may need a statement from your tax advisor verifying that the expense in question is eligible for reimbursement. For additional information, consult your tax advisor.

Also note that you may not deduct any expenses reimbursed under the Dependent Care FSA on your income tax return.

**Employment Events and Effect on Dependent Care FSA Coverage**

**What If I Terminate from DePaul?**
If you terminate from DePaul for any reason, contributions to your Dependent Care FSA will stop with your final paycheck. Your participation will end as of your termination date.

However, if you have funds remaining in your Dependent Care FSA, you may continue to submit claims for eligible expenses incurred through the last day of the plan year in which you were making contributions and the following grace period. In order to be reimbursed, you must continue to meet the eligibility criteria described in the *Who Can Participate in the FSAs?* and *Additional Participation Requirements for the Dependent Care FSA* sections of this SPD.
Can I Elect COBRA Continuation for My Dependent Care FSA if I Stop Working for DePaul?
No. You cannot continue your participation in the Dependent Care FSA through COBRA.

What If I Return to Work at DePaul After Termination?
If you are rehired by DePaul and choose to re-enroll in the Dependent Care FSA for the remainder of the plan year, you may do so within 31 days of your return to employment.

If you return to DePaul within the same plan year, the length of your break in service from DePaul will affect your re-enrollment options, as follows:

- If you were terminated from DePaul for fewer than 31 days, your monthly contribution must be the same as it was before your break in service.*
- If you were terminated from DePaul for 31 days or more, you may elect a new annual contribution.

*If you experience a qualified change event during your break in service that allows a change in election (e.g., gain a new dependent) you may increase or decrease your election in accordance with the event.

In order to re-enroll in the Dependent Care FSA, you must re-enroll online through Campus Connection, within 31 days of your return to employment, or you will not be able to re-enroll until the next annual enrollment period. Forms are available from the Benefits Department.

Should I Use the Federal Tax Credit or the Dependent Care FSA?
Eligible expenses under the Dependent Care FSA may be the same expenses that would permit you to claim a dependent care tax credit on your federal income tax return. It is up to you to decide whether participating in the Dependent Care FSA or claiming a dependent care tax credit would be more advantageous based on your personal situation. To help make this determination, you may wish to consult a qualified tax advisor.

CLAIMS PROCEDURES

How Do I File a Claim Related to My Eligibility to Participate in the FSAs?
Claims that relate solely to whether you are eligible to participate in the FSA Program, and that do not involve a claim for benefits (including a claim for reimbursement from your FSAs), are reviewed by the Benefits Department. In order to submit a claim related to whether you are eligible to participate in the FSA Program, you should contact the Benefits Department. All decisions made by the Benefits Department are final and binding.

How Do I File a Claim for Reimbursement from My FSAs?
In order to submit a claim for reimbursement from your FSAs, you should access the Conexis website at http://go.depaul.edu/conexis, login, and complete the necessary form. You will also need to submit documentation to substantiate the eligible health care or dependent care expense for which you are requesting reimbursement. Generally, an Explanation of Benefits, a Determination of Benefits or a detailed receipt of services rendered is acceptable documentation of a health care expense. A detailed receipt of services rendered is acceptable documentation of a dependent care expense. For more information, contact the FSA Claims Administrator.

Note: Participants in the Dependent Care FSA can be reimbursed for claims only up to the amount that has already been contributed to the Dependent Care FSA during the relevant plan year. This is different from the Health Care FSA, which permits you to request reimbursement of your entire annual election amount regardless of your contributions to date.

Health Care FSA Debit Cards
When you enroll in a Health Care FSA, you will receive a Health Care FSA debit card, which you can use to pay for eligible medical expenses at approved providers that accept Visa® cards (which may include...
physician and dental offices, hospitals, mail order prescription vendors, hearing and vision care providers, discount stores, grocery stores, and pharmacies). A list of approved providers is available online at www.conexis.com/IIASvendors.

To use your Health Care FSA debit card, you will need to present the card for payment when you incur eligible medical expenses. The debit card authorization system will verify that the amount for which you are requesting payment does not exceed the amount remaining in your Health Care FSA at that time (accounting for any claims for reimbursement that you have submitted to your Health Care FSA as of that time), and funds will be deducted from your Health Care FSA accordingly. When you use your Health Care FSA debit card to pay for eligible medical expenses, you should always obtain a detailed receipt or bill for your transactions, as Conexis may ask you to provide a detailed receipt or bill showing your financial responsibility for the services provided. If you purchase an over-the-counter medication with a prescription, you should keep the prescription, as Conexis may ask you to provide it to show the medication is an eligible expense under the Health Care FSA.

When you use your Health Care FSA debit card, some of the amounts you charge may be treated as conditional, pending substantiation, until you provide additional independent third-party information describing the goods or services, the date of the service or sale, and the amount of the transaction. You can view which charges are pending substantiation, as well as provide the required documentation, by logging into your account at http://go.depaul.edu/conexis. If you do not substantiate your claim in a form that Conexis finds satisfactory (generally, by submitting an Explanation of Benefits or itemized receipt), Conexis will take the following steps with respect to the unsubstantiated claims:

- **Deactivate Card.** Conexis will deactivate your Health Care FSA debit card. You may continue to request payments or reimbursements of medical expenses from your Health Care FSA by submitting receipts for reimbursement. Your Health Care FSA debit card will be reactivated when you substantiate your pending claims.

- **Request Repayment.** Conexis will request that you repay the amount of the unsubstantiated claim(s) to the Health Care FSA.

- **Offset.** If an unsubstantiated amount remains outstanding, Conexis will apply a claims substitution policy and reduce a later claim for a substantiated expense within the same coverage period by the amount of the improper payment.

- **Treat as other Business Indebtedness.** If amounts still remain unsubstantiated and outstanding, DePaul will treat the improper payment as it would treat any other business indebtedness and take the same steps it would take to collect an equivalent business debt.

- **Reclassify as Taxable Earnings.** DePaul will reclassify the amount of your unsubstantiated FSA claims as taxable earnings.

**When Can I Expect My Reimbursement?**
Generally, you will receive your reimbursement within 5 business days of the date the FSA Claims Administrator receives your reimbursement request and all necessary documents.

**How Do I Keep Track of My Account Contributions?**
You can check your Health Care FSA and Dependent Care FSA activity on the FSA claims administrator’s website, as well as sign up for email notification of all claims payments. This website can be accessed from the Human Resources website at https://hr.depaul.edu/Benefits/PreTax/index.html.

**What Happens to FSA Funds I Don’t Use?**
The IRS requires you to forfeit any funds in your FSAs for which you did not incur eligible expenses by the end of the grace period (March 15) following the plan year for which you are enrolled. See Health Care FSA Participation During a Leave of Absence – Military Leave for the exception for certain persons in military service.
You must file all claims for reimbursement with the FSA claims administrator (including claims for services incurred during the plan year and during the corresponding grace period) no later than March 31 following the end of the plan year, or you will forfeit any remaining funds in your account. Claims must be submitted online, post-marked or faxed to the FSA claims administrator by the deadline, or they will be denied.

With this “use or lose” rule, it is important that you carefully plan your contributions to your FSAs. Set aside only as much as you expect to claim during the plan year and within the 2½ month grace period following the plan year, or you will lose it.

You may not use money in your Health Care FSA to pay dependent care expenses or vice versa, and you may not transfer funds between your Health Care FSA and your Dependent Care FSA.

In accordance with the IRC, DePaul may use forfeited funds to pay administrative costs, or as otherwise permitted by law.

**If the FSA Claims Administrator Accepts My Claims, Does This Mean the IRS Will, Too?**

No. It is your responsibility to make sure that expenses you submit for reimbursement are eligible under the FSAs. You are responsible for taxes and penalties associated with any ineligible expenses that may be discovered as a result of an IRS audit.

**What is the Claim Appeal Process for Denied FSA Claims?**

After you submit your claim for reimbursement, the FSA claims administrator will decide if the claim is eligible for reimbursement within a reasonable time. The Administrator has the right to secure independent medical advice and to require such other evidence as it deems necessary to decide FSA claims.

The Administrator will decide your claim in accordance with reasonable claims procedures, as required by ERISA. The Administrator has the right to require such other evidence as it deems necessary in order to decide your claim. If the Administrator denies your claim, in whole or in part, you will receive a written notification setting forth the reason(s) for the denial.

If **Your Claim Is Denied**

If your claim is denied in whole or in part, you will be notified in writing by the Administrator within 30 days of the date the Administrator received your claim. (This time period may be extended for an additional 15 days for matters beyond the control of the Administrator.) The Administrator will provide written notice of any extension, including the reasons for the extension and the date by which a decision by the Administrator is expected to be made. Where a claim is incomplete, the extension notice will also specifically describe the required information, will allow you 45 days from receipt of the notice in which to provide the specified information, and will have the effect of suspending the time for a decision on your claim until the specified information is provided.

Notification of a denied claim will set out:

- a specific reason or reasons for the denial;
- the specific FSA Program provision on which the denial is based;
- a description of any additional material or information necessary for you to validate the claim and an explanation of why such material or information is necessary;
- if an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, either a description of the specific rule, guideline, protocol, or other similar criterion or a statement that a copy of such information will be made available free of charge upon request;
- for adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request; and
- appropriate information on the steps to be taken if you wish to appeal the Administrator’s decision, including your right to submit written comments and have them considered, your right to review (upon
request and at no charge) relevant documents and other information, and your right to file suit under ERISA with respect to any adverse determination after appeal of your claim.

Appeals under the FSA Program
If your claim is denied in whole or part, you (or your authorized representative) may request review upon written application to the Benefits Department. Your appeal must be made in writing within 180 days of your receipt of the notice that the claim was denied. If you do not appeal on time, you will lose the right to appeal the denial and the right to file suit in court.

Your written appeal should state the reasons that you believe your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim.

You will have the opportunity to ask additional questions and make written comments, and you may review (upon request and at no charge) documents and other information relevant to your appeal.

Decision on Review
Your appeal will be reviewed and decided by DePaul or its designee in a reasonable time not later than 60 days after the DePaul receives your request for review. DePaul may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with your appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. At your request, the identity of a medical expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

- the specific reason(s) for the decision on review;
- the specific FSA Program provision(s) on which the decision is based;
- a statement of your right to review (upon request and at no charge) relevant documents and other information;
- if an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, either a description of the specific rule, guideline, protocol, or other similar criterion or a statement that a copy of such information will be made available free of charge upon request;
- for adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request; and
- a statement of your right to bring suit under ERISA.

ADMINISTRATIVE INFORMATION

Plan Administrator
DePaul, as the Plan Administrator, has the sole and complete discretionary authority to determine eligibility for FSA Program and Plan benefits and to construe the terms of the FSA Program and the Plan, including the making of factual determinations. The Plan Administrator shall have the discretionary authority to grant or deny benefits under the FSAs. Benefits under the FSAs will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them. The decisions of the Plan Administrator shall be final and conclusive with respect to all questions relating to the FSA Program.

The Plan Administrator may delegate to other persons responsibilities for performing certain duties of the Plan Administrator under the terms of the FSA Program and the Plan, and may seek such expert advice as the Plan Administrator deems reasonably necessary with respect to the FSA Program and the Plan. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

DePaul has delegated to Conexis the discretionary authority to act as the Claims Administrator for the FSA Program. The Claims Administrator has been delegated the discretionary authority to grant or deny benefits under the FSA Program. Benefits under the FSA Program will be paid only if the applicable Claims Administrator decides in its discretion that the applicant is entitled to them.
The Plan Administrator may adopt uniform rules for the administration of the FSA Program from time to time, as it deems necessary or appropriate.

Facility of Payment
If you or a covered dependent are under legal disability, or in the opinion of the Plan Administrator are in any way incapacitated so as to be unable to manage your financial affairs, the Plan Administrator may direct the claims administrator to make payments or distributions to:

- the covered person’s legal representative; or
- until a claim is made by a conservator or other person legally charged with the care of the person, to a relative or friend of such person for such person’s benefit.

Or, the Plan Administrator may direct payments or distributions for the benefit of the covered person in any manner that is consistent with the provisions of the FSAs. Any payments so made will be a full and complete discharge of any liability for such payment under the FSAs.

Benefits Not Transferable
Except as otherwise permitted by the Plan Administrator to assign benefits to providers, or as may be required by a qualified medical child support order, or applicable tax withholding laws, or pursuant to an agreement between you and DePaul, your benefits under the FSA Program are not in any way subject to you or your dependents’ debts and may not be voluntarily sold, transferred, alienated or assigned.

Recovery of Benefits
If you receive a benefit payment under the FSA Program that is in excess of the benefit payment that should have been made, the Plan Administrator has the right to recover the amount of the excess. The Plan Administrator may, however, at its option, direct the claims administrator or trustee to deduct the amount of the excess from any subsequent benefits payable under the FSAs to you or for your benefit.

Information to be Furnished
You must furnish DePaul, the Plan Administrator, and the claims administrator with the information they consider necessary or desirable to administer the FSA Program. If you make a fraudulent misstatement or omission of fact in an enrollment form or a claim for benefits under the FSA Program, it may be used to deny claims for benefits.

Governing Law
The FSAs shall be governed by the laws of Illinois, to the extent not superseded by federal law. If any part of the FSA Program is determined to be invalid or illegal for any reason, the remaining provisions of the FSAs shall be applied as if the illegal or invalid provision had never been a part of the FSAs.

ERISA RIGHTS

Do I Have ERISA Rights?
If you participate in the Health Care FSA Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). The Dependent Care FSA Program is not an ERISA plan. ERISA provides that all ERISA plan participants shall be entitled to:

Receive Information About the FSA Program and Benefits
- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the FSA Program, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the FSA Program with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the FSA Program, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may impose a reasonable charge for the copies.
Receive a summary of the annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

**Continue Group Health Plan Coverage**
You may continue Heath Care FSA coverage if there is a loss of coverage under the FSA Program as a result of a COBRA qualifying event. You may have to pay for such coverage. See Can I Elect COBRA Coverage for My Health Care FSA if I Stop Working for DePaul?, Can I Elect COBRA Coverage for My Dependent Care FSA if I Stop Working for DePaul?, and the other documents governing the FSA Program for rules governing your COBRA continuation rights.

**Prudent Actions by FSA Program Fiduciaries**
In addition to creating rights for FSA Program participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the FSA Program, called “fiduciaries” of the FSA Program, have a duty to do so prudently and in the interest of you and other FSA Program 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 health benefit or exercising your rights under ERISA.

**Enforcing Your Rights**
If your claim for a welfare 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. See **What Is the Claim Appeal Process for Denied FSA Claims?**

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of FSA Program documents or the latest annual report 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 Administrator 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 administrator.

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. In addition, if you disagree with the Plan Administrator’s decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that FSA Program fiduciaries misuse the FSA Program’s money, or if you are discriminated against for asserting your rights, 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 the FSA Program, you should contact the Plan Administrator. 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 Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.
# GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Name</th>
<th>This SPD describes the DePaul University Health Care Flexible Spending Program, which is offered under the DePaul University Health and Welfare Benefits Plan.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Number</td>
<td>The Health Care Flexible Spending Program is part of the DePaul University Health and Welfare Benefits Plan, and the plan number is 520.</td>
</tr>
</tbody>
</table>
| Type of Plan | Health Care Flexible Spending Account  
Dependent Care Flexible Spending Account |
| Plan Year End Date | December 31st |
| Employee/Plan Sponsor | DePaul University  
Office of Human Resources  
1 East Jackson Boulevard  
Chicago, IL 60604-2287 |
| Employer ID Number | 36-2167048 |
| Plan Administrator | DePaul University (or its delegate)  
Office of Human Resources  
1 East Jackson Boulevard  
Chicago, IL 60604-2287  
312-362-8232 |
| Claims Administrator | Conexis Benefits Administrators, LP  
CONEXIS  
P.O. Box 227197  
Dallas, TX 75222  
phone: 866-279-8385  
fax: 888-866-3312 |
| Type of Administration/Source of Contributions | Contract administration/Employee contributions |
| Funding Method | Self-funded |
| Address for Service of Legal Process | Jose Padilla  
Vice President and General Counsel  
De Paul University  
55 East Jackson Boulevard, 22nd Floor  
Chicago, IL 60604-2287  

Legal process may also be made upon the Plan Administrator c/o  
Office of the General Counsel  
DePaul University  
55 East Jackson Boulevard, 22nd Floor  
Chicago, IL 60604-2287 |
This document, called the Summary Plan Description (SPD), summarizes the FSA Program in easy-to-understand language. The complete provisions of the FSA Program are found in the official FSA Program documents, which govern in the case of any difference between them and this document. If you would like to review the official FSA Program documents, or to obtain a copy of any Plan document, please contact the Benefits Department.

This summary describes the FSA Program in effect as of January 1, 2016.

Participation in an FSA in no way guarantees employment with DePaul. While DePaul expects to continue the FSA Program indefinitely, it reserves the right to terminate, suspend, withdraw, amend or modify all or any part of the FSA Program or the Plan, at any time, by written action of DePaul or its duly authorized delegate. Any such change or termination of the FSA Program or the Plan will be based solely on any decision of the Plan Sponsor and may apply to any or all groups of employees – including active and disabled employees and their dependents – as determined under the FSA Program. Any material change will be explained to you within a reasonable period of time of when it is adopted, in accordance with any legal requirements regarding notification of material changes.

No supervisor, manager or other representative of DePaul has any authority to enter into any oral or written agreement contrary to the foregoing or contrary to the terms of any Summary Plan Description or applicable Plan document.