

# Flexible Benefit Plan Enrollment Form

January 1, 2019 PLAN YEAR



EMPLOYER: **City of Milpitas**

PLAN YEAR ENDING: **December 31, 2019**

<b>1</b> <i>Employee Information</i> - Please print clearly				
FIRST NAME		LAST NAME		SOCIAL SECURITY NUMBER
MAILING ADDRESS			CITY	STATE ZIP CODE
DATE OF BIRTH	DAYTIME PHONE NUMBER	E-MAIL ADDRESS (Required)		
<b>2</b> <i>Make Your Elections</i> - Enter your election for each account.				
<p><b>Medical FSA</b></p> <p><input type="checkbox"/> I elect to participate in the Medical FSA. The amount I elect for the PLAN YEAR is (maximum \$2,650):</p> <p style="text-align: center;">\$ _____ / Plan Year</p> <p>Your annual election will be deducted from your pay in equal installments throughout the plan year.</p>		<p><b>Dependent Care FSA</b></p> <p><input type="checkbox"/> I elect to participate in the Dependent Care FSA. The amount I elect for the PLAN YEAR is (maximum \$5,000):</p> <p style="text-align: center;">\$ _____ / Plan Year</p> <p>Your annual election will be deducted from your pay in equal installments throughout the plan year.</p>		
<b>3</b> <i>Direct Deposit Authorization</i> – Complete the banking information if you wish to establish direct deposit with BASIC pacific (or change your current direct deposit banking information on file with BASIC pacific).				
<p>By completing the banking information below, I hereby authorize BASIC pacific to deposit all reimbursements directly into my personal bank account at the financial institution named below. I understand that I may cancel this authorization at any time by notifying BASIC pacific in writing. I further understand that I am responsible to notify BASIC pacific if, for any reason, my bank account information changes. If I do not sign up for Direct Deposit, I understand all reimbursements will be paid to me by check.</p> <p><b>Please Note:</b> If you previously signed up for Direct Deposit with BASIC pacific, <b>you will continue</b> to be reimbursed via Direct Deposit. If you wish to cancel your banking of record, please write CANCEL on the line below.</p> <p style="text-align: right;">Checking <input type="checkbox"/> Savings <input type="checkbox"/></p> <p>_____ Name of DEPOSITORY (Name of Financial Institution)</p> <p>_____ Bank Routing Number                      _____ Account Number</p>				
<b>4</b> <i>By signing below, you are agreeing to the terms and conditions printed on the back of this form.</i>				
<p>I, the undersigned employee, hereby certify that I have read and agree to all the "Terms &amp; Conditions for Participation in the Flexible Benefit Plan" printed on the back of this Election Form. I hereby authorize my employer to deduct the amounts listed above from my compensation.</p> <p><b>EMPLOYEE SIGNATURE:</b> _____ <b>DATE:</b> ____/____/____</p>				
<b>5</b> <i>To be completed by Employer</i>				
AUTHORIZED EMPLOYER SIGNATURE		BENEFITS EFFECTIVE DATE (May not precede the date employee signed form)	DATE OF HIRE	DATE OF 1 <sup>ST</sup> DEDUCTION



## ***Terms & Conditions for Participation in the Flexible Benefit Plan***

I fully understand and agree that:

- I may never be reimbursed for expenses “incurred” (the date services are actually performed) prior to the later of, the date I am eligible to participate or the date I complete the enrollment form.
- Once made, my elections are “irrevocable” during the plan year unless I experience a “qualifying and related change in status”. I understand that I must refer to my SPD for details.
- If I am an active employee as of the last day of the plan year, I will forfeit any remaining balance left in my reimbursement account(s) unless BASIC pacific “receives” my claim for qualified expenses by the last day of my “run-out period”.
- If I terminate employment, or otherwise lose my eligibility to participate in the reimbursement accounts during the plan year, I may be required to submit claims for reimbursement shortly after losing my eligibility (refer to your SPD for the filing deadline if you terminate participation during the plan year). If I do not submit my claim for reimbursement by the deadline, I understand and agree that I will forfeit any remaining balance left in my reimbursement account(s).
- I may only receive reimbursements for qualified expenses incurred (date services are performed) during the plan year and while I am an active employee (unless coverage is extended under COBRA).
- I may be reimbursed for expenses incurred by myself, my spouse, my dependent children, and any other individual who qualifies as my federal tax dependent.
- I may not be reimbursed for expenses incurred by my domestic partner and/or their dependent children, unless my domestic partner and/or their children also qualify as my federal tax dependent(s).
- I may never seek reimbursement before an expense is “incurred” (performed).
- By participating in my flexible benefit (cafeteria) plan, I may reduce my Social Security tax contribution, and therefore, could potentially reduce my future social security benefits.
- My employer may modify or revoke my elections at any time if required to maintain the Plan in compliance with all applicable provisions of the Internal Revenue Code (IRC).
- This agreement is subject to the terms and conditions of the Plan and revokes any prior agreement I may have completed.
- I must make a new election each year for my FSA accounts. My FSA elections will not automatically roll-over.
- I am not required to make a Pre-tax Premium election for my health insurance contributions. My employer will automatically deduct my health insurance premium contributions (if any) from my pay before-tax (tax-free). If I want to pay taxes on my health insurance premium contributions, I understand that I must complete an “opt-out” form available from my employer during my initial or any future annual open enrollment period.
- I am responsible to determine if the tax benefits provided by the Dependent Care FSA are superior to the federal tax credit.
- I am responsible to reimburse my employer for any benefits received, taxes, penalties or interest that may be imposed if I knowingly violate the terms of the Plan.
- I have received a Summary Plan Description (SPD) for the Flexible Benefit Plan.