

Flexible Benefit Plan Enrollment Form

January 1, 2020 PLAN YEAR



EMPLOYER: **City of Milpitas**

PLAN YEAR ENDING: **December 31, 2020**

1 Employee Information - 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)		
2 Make Your Elections - Enter your election for each account.				
<p>Medical FSA</p> <p><input type="checkbox"/> I elect to participate in the Medical FSA. The amount I elect for the PLAN YEAR is (maximum \$2,700):</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>Dependent Care FSA</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>	
3 Direct Deposit Authorization – 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>Please Note: If you previously signed up for Direct Deposit with BASIC pacific, you will continue 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>				
4 <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 & 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>EMPLOYEE SIGNATURE: _____ DATE: ____/____/____</p>				
5 To be completed by Employer				
AUTHORIZED EMPLOYER SIGNATURE		BENEFITS EFFECTIVE DATE (May not precede the date employee signed form)	DATE OF HIRE	DATE OF 1 ST 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.