

**AMENDMENT TO THE AMENDED AND RESTATED LUCAS COUNTY FLEXIBLE  
BENEFITS PLAN  
(Effective March 1, 2008)**

This Amendment is to amend the Amended and Restated Lucas County Flexible Benefits Plan (Effective March 1, 2008) ("Plan") to provide for a substitution of the Board of Lucas County Commissioners for the Lucas County Auditor as Administrator of the Plan, effective March 22, 2016.

NOW, THEREFORE, the Plan is amended as follows:

1. Section 1.01, "Administrator", shall be amended in its entirety to read as follows:

1.01 Administrator means the Board of Lucas County Commissioners, through its Human Resources/Employee Benefits Department, or any individual or individuals appointed or designated by the Board of Lucas County Commissioners to carry out the administration of the Plan.

2. All other provisions of the Plan not amended by this Amendment remain in full force and effect.

The Effective Date of this Amendment shall be March 22, 2016.

Adopted this 5th day of April, 2016.

**BOARD OF LUCAS COUNTY COMMISSIONERS**

Tina Skeldon Wozniak  
Tina Skeldon Wozniak, President

Pete Gerken  
Pete Gerken

Carol Contrada  
Carol Contrada

AMENDED AND RESTATED  
LUCAS COUNTY  
FLEXIBLE BENEFITS PLAN

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AMENDED AND RESTATED

LUCAS COUNTY

FLEXIBLE BENEFITS PLAN

The Lucas County Board of Commissioners established the Lucas County Flexible Benefits Plan effective May 1, 1995 in order to provide eligible employees of Lucas County a choice between cash and certain "qualified" benefits.

Since the initial effective date the Plan has been amended from time to time and, in addition to incorporating those amendments into a new document, it is the desire of the Board to make other changes that will make the Plan's operation more efficient in order to benefit both Plan Participants and the taxpayers of Lucas County.

Therefore, the Lucas County Board of Commissioners hereby adopts the Amended and Restated Lucas County Flexible Benefits Plan, effective March 1, 2008. The Plan is intended to qualify as a "cafeteria plan" under Internal Revenue Code Section 125 and is to be interpreted in a manner consistent with the requirements of Internal Revenue Code Section 125.

**On October 16, 2007, the Board of Lucas County Commissioners adopted the Amended and Restated Lucas County Flexible Benefits Plan by Resolution Number 07-1318.**

## ARTICLE I

### DEFINITIONS

Whenever used in this Plan, the masculine gender shall include the feminine and the plural form shall include the singular.

- 1.01 Administrator means the Office of the Lucas County Auditor, or any individual or individuals appointed or designated by the Office of the Lucas County Auditor to carry out the administration of the Plan.
- 1.02 Adopting Employer means any of the entities listed in Appendix A that have been permitted to adopt this Plan by the Board and have taken action to adopt this Plan, as well as any other entities that may be permitted to adopt, and do adopt, this Plan in the future.
- 1.03 Benefit means each of the benefit options available to a Participant as described in Section 4.01.
- 1.04 Board means the Lucas County Board of Commissioners.
- 1.05 COBRA – the health care continuation requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 and/or the parallel requirements under the Public Health Service Act, as applicable.
- 1.06 Compensation means the total cash remuneration received by the Participant from the Employer during a Coverage Period prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.
- 1.07 Coverage Period, with respect to any Plan Year, means that Plan Year; provided that, for any Employee who becomes a Participant after the start of a Plan Year, the initial Coverage Period for that Participant shall mean the period commencing on the effective date of such Participant's participation and extending through the remainder of the Plan Year.
- 1.08 Dependent means a tax dependent of an Employee who is the Employee's biological child, stepchild, legally adopted child or ward who is not married, not a full-time employee, and is under age nineteen (19) or, is a full-time student in an accredited educational institution, and under age twenty-five (25); or Employee's handicapped child who is age nineteen (19) or over, who is incapable of self-support because of a mental or physical handicap and was incapacitated before the age of nineteen (19).
- 1.09 Dependent Care Reimbursement Account or DCRA means the account established for a Participant pursuant to this Plan to which part of his Salary

Redirection may be added and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed.

1.10 Dependent Care Reimbursement Account Plan means the plan of benefits contained in this Plan document, which provides for the reimbursement of eligible expenses for the care of the Qualifying Dependents of Participants.

1.11 Effective Date means May 1, 1995 for the initial Lucas County Flexible Benefits Plan and March 1, 2008 for the Amended and Restated Lucas County Flexible Benefits Plan.

1.12 Election Period means the open enrollment period, as announced by the Employer, immediately preceding each Coverage Period (except for any Employee who first becomes eligible to be a Participant during a Coverage Period, in which case Section 4.03 shall apply).

1.13 Employee means each individual employed by the Employer who actually works an average of twenty (20) hours or more per calendar week over a four (4) consecutive calendar week period. Regardless of the number of hours worked, the term "Employee" shall not include "intermittent" employees (i.e. personnel who have no assigned work schedule and who "fill-in" or are "on-call" to temporarily substitute for other employees), personnel working in a "seasonal" capacity and interns.

1.14 Employer means the Board and/or any Adopting Employer who is permitted to adopt this Plan under an adoption agreement or such other manner approved by the Board, as the context may require.

1.15 Employment-Related Dependent Care Expenses means the amounts paid for expenses of a Participant for household services or for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant; provided, however, that:

(a) if such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Plan Section 1.25(a), or for a Qualifying Dependent as defined in Plan Section 1.25(b) who regularly spends eight (8) hours per day in the Participant's household; and

(b) if the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(c) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of nineteen (19) or to an individual who is a Dependent of such Participant or such Participant's Spouse.

1.16 Grace Period means the two and one-half (2 ½) month period following the end of a Plan Year during which the Participant may continue to seek reimbursement for Medical Care Expenses and/or Employment-Related Dependent Care Expenses incurred during the Grace Period from the balance remaining under the MRA and/or the DCRA at the end of the Plan Year immediately preceding the Grace Period. The reimbursement of expenses incurred during the Grace Period shall be made in accordance with IRS Notice 2005-42, 2005-53 IRB 1204 and any subsequent guidance issued by the Internal Revenue Service with respect to such reimbursements.

1.17 Insurance Contract means any contract issued by an Insurer underwriting a Benefit elected by a Participant under this Plan.

1.18 Insurer means any insurance company that underwrites an Insurance Contract.

1.19 Medical Care Expenses means any expense for health care of a Participant, his Spouse or Dependents within the meaning of "medical care" as defined in Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining their tax liability under the Internal Revenue Code.

1.20 Medical Reimbursement Account or MRA means the account established for a Participant pursuant to this Plan to which part of his Salary Redirection may be added and from which all allowable Medical Care Expenses may be reimbursed.

1.21 Medical Reimbursement Account Plan means the plan of benefits contained in this Plan document, which provides for the reimbursement of eligible Medical Care Expenses incurred by a Participant, his Spouse or eligible Dependents.

1.22 Participant means any Employee who has met the Plan's participation requirements under Article II, herein, and who elects a Benefit.

1.23 Plan means the Amended and Restated Lucas County Flexible Benefits Plan effective March 1, 2008.

1.24 Plan Number. The Amended and Restated Lucas County Flexible Benefit Plan Number is 501.

1.25 Plan Year means the following:

(a) From the initial Effective Date until April 30, 2006 the Plan Year is the twelve (12) consecutive month period commencing May 1 and ending the immediately following April 30.

(b) There was a "short" Plan Year for the period May 1, 2006 through February 28, 2007.

(c) Effective March 1, 2007, the Plan Year shall be the twelve (12) consecutive month period commencing March 1 and ending the immediately following February 28/29.

1.26 Qualifying Dependent means, for Dependent Care Spending Account Plan purposes:

- (a) a Dependent of a Participant who is under the age of thirteen (13); or
- (b) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself.

In the case of divorced parents, a child Dependent is treated as a Qualifying Dependent of the custodial parent as provided under Internal Revenue Code Section 21(e)(5).

1.27 Salary Redirection means that portion of a Participant's Compensation directed by the Participant, in a manner acceptable to the Administrator, as MRA or DCRA contributions or to pay Insurance Contract premiums for elected Benefits.

1.28 Salary Redirection Agreement means an Agreement between the Participant and the Employer, in a form acceptable to the Administrator, under which the Participant agrees to reduce his Compensation or to forego increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the Agreement (after taking this Plan and Internal Revenue Code Section 125 into account) and, subsequently does not become available to the Participant.

1.29 Spouse means the legally married husband or wife of a Participant.

## ARTICLE II

### ELIGIBILITY AND PARTICIPATION

2.01 Eligibility

All Employees employed on May 1, 1995 were eligible to immediately participate in the Lucas County Flexible Benefits Plan. After May 1, 1995, an Employee shall be eligible to participate in the Plan sixty (60) days after their date of hire.

2.02 Enrollment/Participation

- (a) An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an enrollment/election form (paper or electronic) which the Administrator, shall furnish to the Employee. The election(s) made shall be irrevocable until the end of the applicable Coverage Period unless the Participant is entitled to change his Benefit elections pursuant to Section 4.04 hereof.
- (b) Notwithstanding the foregoing Section 2.02(a), effective April 1, 2004, and notwithstanding any other any other provision contained herein to the contrary, an Employee who has enrolled their Spouse for "primary" coverage under the Lucas County Health Benefit Plan or any HMO option offered by the Board shall automatically become a Participant under the Plan and shall be deemed to have made an election under the Plan to have deducted from their paycheck the required co-pay for such "primary" coverage. This deemed election shall continue in effect and shall automatically be adjusted for any increases and/or decreases in the amount of the co-pay until such time as the Participant is no longer eligible to participate in the Plan, the Spouse is no longer eligible for coverage under the Lucas County Health Benefit Plan (or any HMO option offered by the Board) or the Participant informs the Administrator, in writing during an Election Period or such other time when the Participant is permitted to make changes to Plan elections, that they are revoking the election.

2.03 Change of Employment Status; Termination of Participation; Reinstatement

If a Participant ceases to be an Employee because of a change in employment status (including termination of employment), their participation in the Plan shall cease on the last day of the month of such status change. No further Salary Redirection may be made by the Participant, and, except as otherwise provided herein, all Benefit elections shall cease, subject to the Participant's limited right to continue coverage under any Insurance Contracts and/or COBRA. If later in the same Plan Year the former Participant again becomes an Employee they shall immediately become a Participant and the elections that were in place prior to their change in employment status shall be reinstated. A former Participant who becomes an Employee after the close of the Plan Year in which they underwent a change in employment status shall become a Participant after satisfying the eligibility requirements of Section 2.01, hereof, and will be required to make new elections pursuant to Section 2.02.

When a Participant's participation in the Plan ceases due to a change in employment status (including termination of employment) that Participant's period of coverage for claim payment purposes shall continue to the end of the month in which the Participant's change in employment status occurred.

2.04 Leave of Absence

An individual on approved, unpaid Family Medical Leave Act ("FMLA") leave may continue to participate in the Plan by making arrangements with the Administrator for the payment of any premiums due. An individual on approved, paid FMLA leave shall participate in the same manner as any employed Participant.

An individual on an unpaid leave of absence resulting from a work-related injury covered under Worker's Compensation laws, may continue to participate in the Plan by making arrangements with the Administrator for the payment of any premiums due for a maximum of six (6) months.

An individual on any other type of unpaid leave of absence may continue to participate in the Plan by making arrangements with the Administrator for the payment of any premiums due for a maximum of three (3) months.

ARTICLE III

MEDICAL REIMBURSEMENT ACCOUNT AND DEPENDENT CARE REIMBURSEMENT ACCOUNT SALARY REDIRECTIONS

3.01 Salary Redirection to Fund Medical Reimbursement Account

Notwithstanding any provision contained in this Plan to the contrary, no more than two thousand five hundred dollars (\$2,500) in Salary Redirection may be applied by a Participant to their Medical Reimbursement Account in or on account of any Coverage Period. The minimum Salary Redirection a Participant may contribute to a Medical Reimbursement Account is ten dollars (\$10.00) per biweekly payroll during the Coverage Period.

3.02 Salary Redirection to Fund Dependent Care Reimbursement Account

Notwithstanding any provisions contained in this Plan to the contrary, a Participant's Salary Redirection applied to their Dependent Care Reimbursement Account in or on account of any Coverage Period shall not exceed:

- (a) five thousand dollars (\$5,000.00), provided the Participant is married and files their federal income tax form using "Married Filing Jointly" status; or
- (b) two thousand five hundred dollars (\$2,500.00) if the Participant files his federal income tax using a status other than "Married Filing Jointly".

The minimum Salary Redirection a Participant may contribute to a Dependent Care Reimbursement Account is ten dollars (\$10.00) per biweekly payroll during

the Coverage Period.

3.03 Spending Account Salary Redirections

As soon as reasonably practical after each payroll period the Employer shall credit MRA and DCRA Salary Redirections to the appropriate account.

ARTICLE IV

ELECTION OF BENEFITS

4.01 Benefit Options

Annually, each Participant may elect Salary Redirection for any one or more of the following benefit options:

- (a) Medical Reimbursement Account;
- (b) Dependent Care Reimbursement Account;
- (c) Accident and Health Insurance;
- (d) Hospitalization insurance;
- (e) Major Medical insurance;
- (f) Dental insurance;
- (g) Cancer insurance;
- (h) Group-term life insurance;
- (i) Disability Income insurance;

provided, however, that any Benefit listed under this Section 4.01(c) through (i) elected by the Participant shall meet the definition of a “qualified benefit” under Internal Revenue Code Section 125(f) and the regulations thereunder, and further provided that no Benefit elected under this Plan shall result in the deferral of a Participant’s Compensation. The rights and conditions with respect to the benefits payable from any Insurance Contract purchased pursuant to a Participant’s Salary Redirection Agreement shall be incorporated herein by reference.

4.02 Annual Elections

During the Election Period preceding each Coverage Period, each Participant

shall be given the opportunity to elect the Benefit options in which they wish to enroll and complete a Salary Redirection Agreement. Any such election shall be effective during the next Coverage Period.

**4.03 Elections by New Employees**

The provisions of Section 2.02(b) notwithstanding, an Employee who is first employed during a Coverage Period shall become a Participant in this Plan upon satisfying the eligibility requirements specified in Section 2.01. Such Employee may elect Benefits and complete a Salary Redirection Agreement for the remainder of such Coverage Period. For the purpose of Section 2.02, the new Employee's Election Period shall be the period beginning on the date they meet the Plan's eligibility requirements and ending sixty-five (65) days later. Any election pursuant to this Section 4.03 shall be effective on the first pay date on which the appropriate withholdings are made from the Participant's paycheck in accordance with their Salary Redirection Agreement and will continue through the balance of the Coverage Period and Grace Period (if applicable).

**4.04 Change of Election**

Any Participant may change a Benefit election including Salary Redirection to a MRA and/or DCRA, after the Coverage Period to which such election relates has commenced and make new elections with respect to the remainder of such Coverage Period if the changes are necessitated by, and are consistent with, a "change in family status" (e.g. marriage, divorce, death of Spouse or Dependent, birth or adoption of child, loss of Dependent status, commencement or termination of employment of Spouse, or a significant change in the coverage or the cost of coverage of a Spouse or Dependent under a plan of the employer of the Spouse or Dependent).

Notwithstanding the conditions stated in the immediately foregoing paragraph, an election change on account of a "change in family status" shall be permitted only in accordance with the appropriate provisions of the Internal Revenue Code and the regulations thereunder and any other guidance the Internal Revenue Service may issue with respect to election changes on account of a "change in family status".

Any change in a Benefit will be effective immediately upon the "change in family status" provided the Administrator is notified within thirty-one (31) days of the "change in family status". Any change in Salary Redirection or Benefits elected as a result of the election change will be effective with the first pay period beginning on or after receipt by the Administrator of the confirmation statement indicating the changes and the nature of the "change in family status".

**4.05 Failure to Elect**

Except as provided in Section 2.02(b) hereinabove, any Employee failing to complete an enrollment/election form pursuant to Section 4.02 or 4.03 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan and shall be prohibited from electing any Benefit offered under the Plan until the next Election Period (i.e. the next open enrollment period) unless that Employee has undergone a "change in family status" as described in Section 4.04, hereof, in which case new Benefit elections may be made.

## ARTICLE V

### MEDICAL REIMBURSEMENT ACCOUNT PLAN

#### 5.01 Medical Reimbursement Accounts

The Administrator shall establish a Medical Reimbursement Account for each Participant who elects Salary Redirection for Medical Reimbursement Account Plan benefits. A Participant's MRA shall not be credited with interest.

#### 5.02 Increases in Medical Reimbursement Accounts

A Participant's MRA shall be increased each pay period by the Salary Redirection they have elected to apply toward their MRA pursuant to Article IV hereof.

#### 5.03 Decreases in Medical Reimbursement Accounts

A Participant's MRA shall be reduced by the amount of any Medical Care Expenses reimbursed to, or paid on behalf of, a Participant pursuant to Article VII hereof.

#### 5.04 Allowable Medical Care Reimbursements

Subject to the limitations contained in Section 3.02 of this Plan, and to the extent that a Participant has elected amounts to be applied to his MRA, a Participant who incurs Medical Care Expenses shall be entitled to receive from the Administrator payment of, or full reimbursement for, the entire amount of such expenses (provided that the Participant is not compensated, by insurance or otherwise, for such expenses) incurred during the Coverage Period and the Grace Period portion thereof during which they are a Participant.

The categories of allowable Medical Care Expenses are:

Medical and Prescriptions	Nursing Care
Medical-related transportation (except mileage and parking)	Hospital Bills
Doctors' and Dentists' bills	Dental Care
Psychiatric and psychological care	Vision Care (including elective eye surgery)

Included in the foregoing, but not by way of limitation, shall be medical and dental expenses, including hospital expenses, both room and board and special hospital services; surgical expenses; diagnostic x-rays; prenatal and maternity expenses; infant care in a hospital; services of physicians, surgeons, chiropractors and other health care specialists in or out of a hospital; services of registered nurses, in or out of a hospital; artificial limbs or other prosthetic appliances; diagnostic laboratory procedures; drugs and medicine; insulin; oxygen; anesthesia; blood and plasma; x-ray and radium treatments; local professional ambulance services; psychiatric treatment; dental care; surgery and appliances; eye glasses, contact lenses; eye examination; hearing aids and examination therefore. Notwithstanding the foregoing, the categories of Medical Care Expenses include medicine and drugs purchased by the Participant with a physician's prescription, but not dietary supplements that are merely beneficial to the Participant, Spouse or Dependent's general health.

The MRA shall not reimburse for "cosmetic surgery" or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or disfiguring disease. For purposes of this paragraph, "Cosmetic surgery" means any procedure which is directed at improving an individual's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.

Notwithstanding any other provision contained in this Article V, allowable Medical Care Expenses shall in any event be determined in accordance with the Internal Revenue Code. Internal Revenue Service Publication 502 may be utilized as guidance in determining Medical Care Expense eligibility.

**5.05 Annual Statement of Benefits**

At least once during each Plan Year, the Administrator shall furnish to each Participant maintaining an MRA a statement of all MRA reimbursements made to or on behalf of such Participant during the Plan Year.

**5.06 Forfeitures**

The amount in a Participant's MRA at the end of any Coverage Period and Grace Period (and after the processing of all claims for such Coverage Period and Grace Period pursuant to Article VII hereof) shall be forfeited and deposited into a Lucas County Agency Fund. Such surplus shall be used to defray any costs of claims of the Plan, or for such other purpose as the Board chooses so long as it does not result in discrimination in favor of highly compensated employees. In such event, the Participant shall have no further claim to such forfeited amount for any reason.

## ARTICLE VI

### DEPENDENT CARE REIMBURSEMENT ACCOUNT PLAN

#### 6.01 Dependent Care Reimbursement Accounts

The Administrator shall establish a DCRA for each Participant who elects Salary Redirection for Dependent Care Reimbursement Account Plan benefits. A Participant's DCRA shall not be credited with interest.

#### 6.02 Increase in Dependent Care Reimbursement Accounts

A Participant's DCRA shall be increased each pay period by the Salary Redirection they have elected to apply toward their DCRA pursuant to Article IV hereof.

#### 6.03 Decrease in Dependent Care Reimbursement Accounts

A Participant's DCRA shall be reduced by the amount of any Employment-Related Dependent Care Expenses reimbursed to or paid on behalf of a Participant pursuant to Article VII hereof.

#### 6.04 Allowable Dependent Care Reimbursements

Subject to limitations contained in Section 3.03 of this Plan, and to the extent of the amount contained in the Participant's DCRA, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Administrator full reimbursement for the entire amount of such expenses incurred during the Coverage Period and Grace Period or portion thereof during which he is a Participant. Notwithstanding any other provision of this Article VI, allowable Employment-Related Dependent Care Expenses shall be determined in accordance with the Internal Revenue Code. Internal Revenue Service Publication 502 may be utilized as guidance for determining eligible Employment-Related Dependent Care Expenses.

#### 6.05 Annual Statement of Benefits

At least once during each Plan Year, the Administrator shall furnish to each Participant maintaining a DCRA a statement of all such benefits paid to or on behalf of such Participant during the Plan Year.

#### 6.06 Forfeitures

The amount in a Participant's Dependent Care Reimbursement Account at the end of any Coverage Period and Grace Period (and after the processing of all claims

for such Coverage Period and Grace Period pursuant to Article VII hereof) shall be forfeited and deposited into a Lucas County Agency Fund. Such surplus shall be used to defray any costs of claims of the Plan, or for such other purpose as the Board chooses so long as it does not result in discrimination in favor of highly compensated employees. In such event, the Participant shall have no further claim to such amount for any reason.

## ARTICLE VII

### BENEFIT PAYMENTS

#### 7.01 Medical Reimbursement Account Claims

Notwithstanding the balance in a Participant's MRA, all Medical Care Expenses incurred by a Participant shall be reimbursed, even if the submission of such a claim occurs after his participation hereunder ceases; provided, however, that the Medical Care Expenses were incurred during the applicable Coverage Period or Grace Period and further provided that claim for reimbursement is submitted on or before the last day of the Grace Period immediately following the end of the Coverage Period.

The Plan shall reimburse each eligible Participant for all allowable Medical Care Expenses, up to a maximum of the amount elected to be applied to the Participant's MRA, which have been incurred by the Participant and/or his Spouse or Dependent(s), in excess of any payments or other reimbursements under any health care plan which may be sponsored by the Employer, any governmental agency or any other plan covering a Participant and/or his Spouse and/or Dependent(s).

Claims for the reimbursement of Medical Care Expenses incurred in any Coverage Period or Grace Period shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim by the last day of the Grace Period immediately following the end of the Coverage Period, those Medical Care Expense claims shall not be considered for reimbursement.

Payment for Medical Care Expenses incurred by the Participant may be made:

- (a) directly to the Participant following the Participant's submission to the Administrator of the appropriate application for payment along with any required supporting documentation; or
- (b) directly to the service or product provider through a debit card linked to the MRA provided the Participant using a debit card can provide evidence satisfactory to the Administrator that the Medical Care Expense

was eligible for reimbursement from the MRA.

An application for payment or reimbursement shall be made by the Participant to the Administrator in a form acceptable to the Administrator after incurring Medical Care Expense. The application shall include the name of the Participant, Spouse or Dependent on whose behalf the Medical Care Expense was incurred, the date incurred, a brief description of the Medical Care Expense and a statement that the Medical Care Expense has not been reimbursed and is not reimbursable by a health insurance plan or otherwise, and, if reimbursed from the Participant's MRA, will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

The Administrator may impose reasonable conditions for payments (whether by reimbursement or through the use of a debit card), provided that such conditions shall not discriminate in favor of highly compensated employees.

#### 7.02 Dependent Care Spending Account Plan Claims

The Administrator shall pay all Dependent Care Spending Account claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. Claims shall be paid electronically through a debit card or by reimbursement of the expense to the Participant as soon after a claim has been filed and as is administratively practicable. The Participant must have elected the DCRA as a Benefit and must have a valid Salary Redirection Agreement in place for a claim to be paid. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. Each Participant who desires to receive reimbursement under the Plan for Employment-Related Dependent Care Expenses incurred by the Participant shall submit to the Administrator a form acceptable to the Administrator containing the following information:

- (a) the Qualifying Dependent(s) for whom the services are performed, and their age(s);
- (b) the name and taxpayer identification number of the service provider;
- (c) the date(s) of service(s); and
- (d) the amount of the reimbursement being requested.

#### 7.03 No Reimbursement or Payment Unless Expense Is Incurred First

Regardless of whether reimbursement is requested in writing by a Participant from their MRA and/or DCRA or payment is "requested" through the Participant's use of a debit card, in no event shall any reimbursement or payment

be made from the Participant's MRA and/or DCRA unless and until the relevant expense is incurred.

#### **7.04 Claims Procedure**

Except as provided in Sections 7.01 and 7.02, any claim for Benefits shall be made to the Administrator, unless such Benefit(s) is (are) otherwise provided by Insurance Contract(s). If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

If the Administrator denies a claim in whole or in part, the Participant has the right to appeal the denial by written request within thirty (30) days following the denial to the Administrator for reconsideration. If after reconsideration the claim is not paid in full, the Participant may, within thirty (30) days of receiving notice of the reconsideration decision, appeal the claim denial, in writing, to the Assistant Director of the Office of Management and Budget whose resolution of the claim shall be final.

Any balance remaining in a Participant's MSA and/or DCRA as of the end of each Coverage Period and Grace Period shall be forfeited and deposited in the Lucas County Agency Fund pursuant to Section 5.06 or Section 6.06, whichever is applicable, unless

- (a) the Participant had made a claim for such Coverage Period and Grace Period which has been denied in which event the amount of the claim shall be held in that Participant's account until the claim appeal procedures set forth hereinabove have been satisfied or the claim is paid; or
- (b) the claim is otherwise pending.

If any such claim is denied on appeal, the amount held beyond the end of the Coverage Period and Grace Period shall be forfeited and deposited in the Lucas County Agency Fund.

### **ARTICLE VIII**

#### **ADMINISTRATION**

##### **8.01 Plan Administration**

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details; subject, however, to the pertinent provisions of the

Internal Revenue Code. The Administrator's powers shall include, but shall not be limited to, the following authority, in addition to all other powers provided by this Plan:

- (a) to make and enforce rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) to interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) to approve reimbursement requests and to authorize the payment of benefits; and
- (e) to appoint such agents, counsel, accountants, consultants, actuaries and service providers as may be required to assist in administering the Plan and designate responsibility for carrying out certain provisions of this Plan to such agents, counsel, accountants, actuaries and service providers as is deemed necessary by the Administrator.

#### 8.02 Examination of Records

The Administrator will make available to each Participant such records that pertain to the Participant, for examination at reasonable times during normal business hours.

### ARTICLE IX

#### AMENDMENT OR TERMINATION OF PLANS

##### 9.01 Amendment

The Board, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employer, Employee or Participant. No amendment shall have the effect of reducing any Benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with federal law, statute or regulation.

##### 9.02 Termination

The Board reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further Salary Redirection shall be

made. Benefits under any Insurance Contracts shall be paid in accordance with the terms of the relevant Insurance Contract. No further additions shall be made to any Participant's MRA and/or DCRA, but all reimbursements and/or payments from the Participant's MRA and/or DCRA shall continue to be made according to the elections in effect until the end of the Coverage Period and Grace Period in which the Plan's termination occurs. Any amounts remaining in any Participant's MRA and/or DCRA as of the end of the Coverage Period and Grace Period in which Plan termination occurs shall be forfeited and deposited in the Lucas County Agency Fund.

## ARTICLE X

### MISCELLANEOUS

#### 10.01 Plan Interpretation

This document sets forth the provisions of the Amended and Restated Lucas County Flexible Benefits Plan. This Plan shall be read in its entirety and not severed except as provided in Section 10.07. If any inconsistency between this Plan document and the component plans should arise, the component plan documentation will control.

#### 10.02 Non-Alienation of Benefits

No benefit, right or interest of any person hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or legal, equitable or other process or be liable for, or subject to, the debt, liabilities or other obligations of such person, except as otherwise required by law.

#### 10.03 Limitation of Employee Rights

Nothing appearing in or done pursuant to the Plan shall be held or construed:

- (a) to give any person any legal or equitable right against the Employer or the Administrator, except as expressly provided herein or provided by law; or
- (b) to create a contract of employment with any Employee, to obligate the Employer to continue the service of any Employee or to affect or modify the terms of their employment in any way.

#### 10.04 Funding

Unless an Insurance Contract is acquired to underwrite one of the Benefits,

Salary Redirections shall not be dedicated to a specific Benefit, but shall be considered general assets of the Employer. Nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### **10.05 Other Salary Related Plans**

It is intended that any other salary-related employee benefit plans that are maintained or sponsored by the Employer shall not be affected by this Plan. Any contributions or benefits under such other plans with respect to a Participant shall, to the extent permitted by law and subject to the limitations of such other plans, be based on his or her total compensation from the Employer, including any amounts by which his or her salary or wages may be reduced pursuant to the provisions of Article III.

#### **10.06 Governing Law**

This Plan is governed by the Internal Revenue Code and the regulations issued thereunder (as amended). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Ohio.

#### **10.07 Severability**

If any provision of the Plan is ruled invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### **10.08 Captions**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provisions thereof.

## **APPENDIX A**

Adopting Employers of the Amended and Restated Lucas County Flexible Benefit Plan

Lucas County Auditor  
Lucas County Board of Elections  
Lucas County Children Services Board  
Lucas County Clerk of Courts

Lucas County Common Pleas Court  
Lucas County Coroner  
Lucas County Domestic Relations Court  
Lucas County Engineer  
Lucas County Health Department  
Lucas County Juvenile Court  
Lucas County Law Library  
Lucas County Information Services  
Lucas County Board of Mental Retardation and Developmental Disabilities  
Lucas County Mental Health and Recovery Services Board  
Lucas County Probate Court  
Lucas County Prosecutor  
Lucas County Recorder  
Lucas County Sheriff  
Lucas County Soil and Conservation  
Lucas County Treasurer  
Lucas County Veterans' Service  
Maumee Municipal Court  
Olander Park  
Oregon Municipal Court  
Sylvania Municipal Court  
Toledo Municipal Court