

# TERMS AND CONDITIONS

## EMPLOYEE REIMBURSEMENT ACCOUNTS

**I elect to participate and agree to be bound by the terms of the Plan.**

**I understand that:**

- The Employee Reimbursement Accounts Program (ERA) is an optional benefit established for eligible state employees sponsored by the State of Wisconsin and administered by the Department of Employee Trust Funds (Plan Administrator). The ERA is also referred to as Flexible Spending Accounts or FSAs. The ERA has five pre-tax benefit program options: Health Care FSA, Limited Purpose FSA (LPFSA), Dependent Day Care FSA, Transit Account, and Parking Account. The ERA is authorized under Internal Revenue Service (IRS) Code Sections §125, §105, §129, and §132 and Wisconsin Statutes §40.85-§40.875.
- The Plan Administrator reserves the right to amend at any time, any or all of the provisions of the Plan. The Plan Administrator reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be approved by the Group Insurance Board (Board) in accordance with its normal procedures for transacting business. Upon Board approval, affiliated employers may withdraw from participation in the Plan.
- A new enrollment must be completed each plan year. If I do not complete enrollment during open enrollment, I forfeit the opportunity to participate in the Health Care FSA, LPFSA, or Dependent Day Care FSA benefit options.
- Contribution(s) are deducted on a pre-tax basis. If I do not wish to have my ERA contributions deducted pre-tax and prefer to be taxed on these dollars, I am to contact my human resource or benefit office.
- Pre-tax contribution deductions reduce my compensation for Social Security benefit purposes.
- According to Wisconsin Statutes §40.87, participation in an ERA will not reduce my wages for calculating state retirement benefits. Also, my contributions in an ERA will not reduce my gross income for the purpose of calculating any other state benefits such as sick leave conversion credits, income continuation insurance, life insurance, deferred compensation, unemployment, or worker's compensation.
- Contributions made into one account cannot be transferred and used for expenses in any other account.
- Participating in an ERA is completely voluntary, and payments from my ERA are independently reviewed for compliance with IRS regulations.
- The IRS requires me to reimburse the Plan for any improper, erroneous, or excess reimbursement amount that I do not resolve within the timeframe provided by the Plan. In accordance with Wisconsin Statute §40.08(4), by enrolling in an ERA, I specifically authorize the Plan Administrator, Department of Employee Trust Funds and/or my employer to withhold from my wages on a post-tax basis such amounts as are necessary to replenish my ERA for any improper, erroneous or excess reimbursement.
- If my employment terminates, only expenses incurred through my period of coverage as defined by the Plan can be considered for reimbursement.
- Health Care FSA, LPFSA, and Dependent Day Care FSA elections can only be changed or revoked during the plan year if I experience a qualified life change event or no longer eligible to participate, as defined by the Plan. The new election must be consistent with my change in status, must be applied for within 30 days of the qualified life change event, and is subject to final approval by the Plan Administrator. I cannot lower my election to an amount that is less than what I have already been reimbursed from my account. Whether I increase or decrease my election, my new election will be spread out evenly over my remaining pay periods.
- Parking Account and Transit Account elections can be changed or revoked prior to the first day of the next monthly coverage period. Elections can only be changed for future months. Upon termination or cessation of eligibility, my elections will be immediately revoked.
- If I am enrolled in a Health Care FSA or an LPFSA, my eligible expenses must qualify as a health care deduction under IRS Publication 502 and 969.
- If I am enrolled in a Dependent Day Care FSA, my eligible expenses must qualify as a dependent care deduction under IRS Publication 503. The expenses are for a qualified dependent (child under age 13, spouse, or adult dependent unable to care for themselves), for care by a qualified dependent care provider such as a day care center or by an individual including a non-dependent family member over age 19, inside or outside the home.

- The maximum exclusion under a Dependent Day Care FSA for married individuals filing a joint return is \$5,000 per calendar year. Married individuals filing separately will get a lower exclusion (\$2,500 per calendar year). IRS Form 2441 must be filed with my personal income tax return.
- If I am enrolled in a Parking Account or Transit Account, my eligible expenses must qualify as a commuter benefit deduction under IRS Publication 5137.
- At the close of the plan year, any amounts remaining in a Health Care FSA or LPFSA in excess of \$500, and any amounts remaining in a Dependent Day Care FSA, will be forfeited in accordance with current Plan provisions and tax laws.
- Under IRS and Treasury regulations, payments from the ERA require third-party substantiation unless the transaction is auto-substantiated or substantiated by other appropriate means approved by the Plan. I am obliged to satisfy any documentation requirements and to retain those documents for tax purposes or in the event of an IRS audit. When I am unable to substantiate my claims with a TASC Card transaction, I am to substantiate those claims manually with supporting documentation, if applicable. When I make a mid-year ERA contribution election or enrollment change, I am re-certifying to the terms and conditions.
- In circumstances where my TASC Card is lost/stolen or become aware of fraudulent charges, I am to notify TASC immediately. TASC will deactivate the TASC Card and reissue a new TASC Card.
- If I am found to have used my ERA or TASC Card fraudulently, my participation in the ERA may be terminated and I may lose the ability to participate in the ERA in the future.

**I certify that:**

- The information that I provided is complete and accurate to the best of my knowledge.
- I agree to have my compensation reduced by the contribution amount(s) I elected on a pre-tax basis. If I do not wish to have my ERA contributions deducted pre-tax and prefer to be taxed on these dollars, I will contact my human resource or benefit office.
- I have reviewed and understand the benefits program eligibility and enrollment information and I agree to abide by all participation requirements.
- All dependents I list in my ERA will meet the eligibility requirements of the program.
- I will not claim a federal income tax deduction or credit for any expenses that were reimbursed through my ERA.
- My use of the TASC Card will comply with the terms and conditions of the Cardholder Agreement received with the TASC Card.
- All expenses charged on the TASC Card will qualify as reimbursable per IRS rules, will be incurred only for me or my eligible dependents, and will not be reimbursed and not reimbursable through any other means, including my or my dependent's insurance plans.
- I will keep all receipts and other documentation related to expenses charged on the TASC Card for account management and tax purposes. Upon request, within forty-five (45) days, I will fax, mail, or upload the required documentation of expenses to the Third Party Administrator.
- I understand additional TASC Cards issued to my spouse or dependent(s) will provide the named individual with access to my ERA. I accept responsibility for all TASC Card transactions incurred by the named individual and will submit documentation, as requested, for those transactions.
- I acknowledge and agree that use of the TASC Card in violation of this enrollment agreement or the Cardholder Agreement may result in the invalidation and forfeiture of the TASC Card. If the Third Party Administrator determines that an expense charged on the TASC Card was not a qualified expense under the Plan or according to IRS rules, I shall immediately reimburse the Plan for the entire amount of the unqualified expense. If I fail to reimburse the Plan in a timely manner, I understand the amounts may be withheld post-tax from my wages or from an otherwise valid expense in order to reimburse the unqualified expense.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

TASC complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.  
 ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-608-316-2408.  
 LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-877-533-5020 (TTY: 1-800-947-3529).

