

**OBERLIN COLLEGE**  
**FLEXIBLE BENEFITS PLAN**  
**SUMMARY PLAN DESCRIPTION**  
**2006 Edition**

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**FLEXIBLE BENEFITS PLAN**

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## **HIGHLIGHTS**

The Oberlin College Flexible Benefits Plan (the "Plan") maintained by Oberlin College (the "College") can help you take advantage of special tax savings. You can use any of the following spending accounts to pay for health care and dependent care expenses with before-tax dollars.

- With the Medical Expense Reimbursement Account, you can pay for certain medical, vision, and dental services and supplies not covered under your medical plan on a before-tax basis.
- With the Dependent Care Spending Account, you can pay for certain dependent and child care expenses on a before-tax basis.

In addition, with the Pre-Tax Premium Deduction, your required premiums for medical, dental, and vision coverage are automatically paid out of your compensation before taxes are withheld.

This Summary Plan Description describes the Plan as in effect beginning January 1, 2006, except as otherwise noted. It is designed to incorporate the current Plan provisions and reflect all recent changes in law.

This Summary Plan Description only summarizes the benefits available through the Plan. In all cases, the plan document and not this summary will govern the benefits paid from the Plan. A copy of the Plan document is available from Human Resources.

## **ELIGIBILITY AND PARTICIPATION**

### General Rule

You are eligible to participate in the Plan if you are an "Employee," which for purposes of the Plan means an employee of the College eligible for coverage under the Oberlin College Health Plan for Faculty and Staff (the "Medical Plan"), whether or not you elect to participate in the Medical Plan.

You will become eligible to participate in the Plan as soon as you are eligible to participate in the Medical Plan. If you enroll in the Medical Plan, the Oberlin College Voluntary Dental Plan (the "Dental Plan"), and/or the Oberlin College Voluntary Vision Plan (the "Vision Plan"), you will be automatically enrolled in the Pre-Tax Premium Deduction under the Plan. Your compensation will be reduced each designated pay period by the amount of premium you are required to pay, depending on the coverage you have selected.

Participation in the reimbursement account features of the Plan is not, however, automatic. In order to participate, you must complete, sign, and date election forms for the Medical Expense Reimbursement Account and the Dependent Care Spending Account, which are available from Human Resources. You do not have to be covered under a group health plan sponsored by the College to participate in these features of the Plan.

### Changes in Employment Status

If your employment status changes during a Plan Year such that you are no longer eligible for the Medical Plan, you will be eligible only to continue any coverage you then have in effect under the Medical Plan, Dental Plan, or Vision Plan by electing COBRA continuation coverage. You may continue to participate in the Plan to pay your premiums on a pre-tax basis while you remain employed by the College. If you terminate employment, any premiums for COBRA coverage must be paid on an after-tax basis. You may also remain in the Plan for purposes of the Medical Expense Reimbursement Account for the balance of the Plan Year by paying the amounts you elected for crediting to your account on an after-tax basis. This means that, if you continue to make your required contributions, you may continue for a limited period of time to obtain reimbursement for eligible expenses described on page 5.

### Participation on Rehire

Plan participation ends when you are no longer an Employee, subject to any COBRA rights you may have. If you are reemployed by the College as an Employee during the Plan Year in which your participation ceased and within 30 days of the date you ceased to be an Employee, you cannot make a new election for the Plan Year, but your prior election will generally continue in effect.

## **HOW THE PLAN WORKS**

The Flexible Benefits Plan provides several ways to participate and benefit from tax savings.

### The Pre-Tax Premium Deduction

Employees who elect coverage under the Medical Plan, Dental Plan, or Vision Plan are required to share in the cost of the coverage through premium contributions. With the Pre-Tax Premium Deduction, any premiums you are required to pay for coverage under the Medical Plan, Dental Plan, or Vision Plan are taken from your pay automatically and before federal, state, and Social Security taxes are withheld.\* The applicable premium amounts depend on the family status category and type of coverage elected, and will be determined annually and communicated to Employees before the enrollment period for a Plan Year.

### Medical Expense Reimbursement Account

You may choose to contribute additional monies to cover eligible medical, dental, and vision expenses. These are expenses not covered by the Medical Plan, Dental Plan, or Vision Plan. This money may also be used for medical, dental, and vision expenses and other allowable expenses which are not related to the insurance programs. Additional details are described in the following sections.

### Dependent Care Spending Account

With the Dependent Care Spending Account, you can reimburse yourself under the terms of the Oberlin College Dependent Care Assistance Plan for payments you have made to an individual or to a child care or dependent care center to take care of a dependent so that you can work. To take advantage of a Dependent Care Spending Account, you must be single, or, if you are married, your spouse must either work for pay, be disabled, or be a full-time student for at least five months during the year. Additional details are described in the following sections.

## **COSTS**

The cost for participation in the Plan is the amount you designate for contribution to the Medical Expense Reimbursement Account, the Dependent Care Spending Account, or both, as well as the amount of your required premiums for the coverage you select under the Medical Plan, Dental Plan, and/or Vision Plan.

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\* Please note that if you enroll your Domestic Partner under the terms of the Medical, Dental, and/or Vision Plan, the tax laws generally do not provide for the applicable premium payment to be handled on a pre-tax basis. In such a case, the Employee's Form W-2 will be adjusted appropriately.

## **THE BEFORE-TAX ADVANTAGE**

The portion of your salary that you contribute to a Medical Expense Reimbursement Account or a Dependent Care Spending Account is deducted on a before-tax basis to reimburse yourself for eligible healthcare and dependent care expenses. As explained above, Employees who elect insurance coverage under the Medical Plan, Dental Plan, or Vision Plan will have these premiums deducted automatically before federal, state, and Social Security taxes are withheld.

The amount you save in taxes using the Plan depends on several factors, including the amount you set aside in each account, the amount that you pay for premiums, and your tax bracket. Since your expenses and taxes are unique to you, and because state income tax rates will also affect the amount of your savings, it is important that you consider your situation carefully and work through a calculation.

**PLEASE NOTE:** Bargaining Unit members should also review their specific contracts during open enrollment each year to make the required decision about the Bonus Election for that year.

## **THE MEDICAL EXPENSE REIMBURSEMENT ACCOUNT**

You can contribute to a Medical Expense Reimbursement Account for a Plan Year any amount up to \$5,000. With this account, you can obtain reimbursement for eligible health care expenses for you, your spouse, and your dependents. This includes your Domestic Partner, as defined under the Medical Plan, provided that such person is a dependent for tax purposes under the Internal Revenue Code.

### Eligible Health Care Expenses

Eligible health care expenses are those that the IRS considers legitimate health care items (other than premium payments for other health coverage), including certain health care expenses which are not covered in whole or in part by the Medical Plan, Dental Plan, or Vision Plan or any other type of health care insurance, orthodontia, physical exams, durable medical equipment, eyeglasses, and deductibles and co-payments required under a group health plan. You can also use the account to obtain reimbursement for certain over-the-counter medicines and drugs. These include items such as antacid, allergy medicine, pain reliever, and cold medication obtained without a physician's prescription. Items such as dietary supplements, vitamins, toothpaste, and cosmetics are not eligible for reimbursement. To qualify for reimbursement, the medicine or drugs must be for the personal use of you, your spouse or dependent and to alleviate or treat an injury or illness. For more information on what items are considered eligible health care expenses, see IRS Publication 502 or speak with Human Resources.

### Reimbursement

The following describes the ways you may receive reimbursement.

- On the Flex Account Enrollment Form, Section 3, you may elect to have eligible medical expenses automatically submitted for reimbursement from your Flex Spending Account. Under this process, any Flex Account-eligible medical claim not paid by the Medical Plan will roll over to your Medical Expense Reimbursement Account automatically for consideration of payment.
- You may also decline to use the “Automatic Rollover” option and choose to use the request for reimbursement form as described on page 14.
- Dental, vision, and other eligible health care expenses must be submitted using a reimbursement request form as described on page 14. You must have incurred the expense (meaning you have received the goods or services to which it relates) prior to submitting the request. All reimbursement requests for expenses incurred during a particular Plan Year must be submitted **NO LATER THAN** April 30th of the following Plan Year.

You cannot receive reimbursement for any eligible health care expense for which you take a deduction for purposes of your federal income taxes, so you will need to choose between taking the tax deduction or using the Medical Expense Reimbursement Account.

## **THE DEPENDENT CARE SPENDING ACCOUNT**

With the Dependent Care Spending Account, you can reimburse yourself under the terms of the Oberlin College Dependent Care Assistance Plan for payments you have made to an individual or to a child care or dependent care center to take care of an eligible dependent so that you can work. To take advantage of a Dependent Care Spending Account, you must be single, or, if you are married, your spouse must either work for pay, be disabled, or be a full-time student for at least five months during the year.

### Eligible Dependents

Eligible dependents are determined in accordance with IRS guidelines and include the following:

- a child under age 13 in your custody whom you claim as a dependent on your tax return.
- a spouse who is physically or mentally incapable of self-care.
- a Domestic Partner who is physically or mentally incapable of self-care and whom you claim as a dependent on your tax return.
- a dependent who lives with you, such as a child age 13 or older, parent, sibling, or in-law, who is physically or mentally incapable of self-care, and whom you claim as a dependent on your tax return.

If care is provided outside of your home for a spouse or a dependent age 13 or older, either of whom is incapable of self-care, the spouse or dependent must live in your home at least eight hours each day. Please note the tax laws relating to eligible dependents have undergone significant change in past years and may be subject to further adjustments. If you have any questions regarding whether a person qualifies as an eligible dependent, see IRS Publication 503 or speak with Human Resources.

### Eligible Dependent Care Expenses

To be eligible for reimbursement, dependent care expenses must satisfy certain federal tax requirements, which are explained in greater detail in IRS Publication 503.

The following is a partial list of eligible dependent care expenses:

- dependent care provided in your home or in someone else's home, only for services while you and your spouse work.
- dependent care in a child care or dependent care facility, including a day care center or nursery.
- housekeeping services provided in your home that include dependent care.

In each case, you must submit the care provider's Social Security number or taxpayer identification number when you request reimbursement.

Expenses for services provided by a dependent care facility that provides care for more than six individuals (other than individuals who live at the facility) qualify only if the facility complies with all applicable laws of the state or local government.

You may be reimbursed for an eligible expense only after you have received the services to which the expense relates. In order to be reimbursed for an expense incurred during a particular Plan Year, your reimbursement request must be submitted NO LATER THAN March 31 of the following Plan Year.

The following is a partial list of expenses that are not eligible under federal tax guidelines for reimbursement from a Dependent Care Spending Account:

- dependent care services provided by someone you claim as a dependent for federal income tax purposes.
- dependent care services provided by one of your children who is under the age of 19 on December 31 of the year in which the expenses are incurred.
- food, clothing, or entertainment provided for your dependent.
- school expenses for children in the first grade or above.
- overnight camping expenses.
- transportation expenses to and from the care location.

In addition to these, other expenses may not qualify for reimbursement. For more information on whether an expense qualifies as an eligible dependent care expense, see IRS Publication 503 or speak with Human Resources.

### Contribution Limits

Two limits apply to your Dependent Care Spending Account. First, the Plan provides that you can contribute no more than \$5,000 for a Plan Year (the maximum amount is \$2,500 for a Plan Year if you are married and file a separate return) to your Dependent Care Spending Account. The second limit on your annual maximum contribution amount, under IRS guidelines, depends on your federal income tax filing status:

- If you are single and file under single or head of household status, the maximum contribution is \$5,000 per year, or, if less, the amount of your earned income for the year.
- If you are married and file a joint tax return, the maximum contribution is \$5,000 per year, or, if less, the lesser of your earned income or your spouse's earned income for the year.
- If you are married and file a separate tax return, your maximum contribution is \$2,500, or, if less, the lesser of your earned income or your spouse's earned income for the taxable year. This means that, together, you and your spouse can contribute a maximum of \$5,000 per year (or less, if the earned income limitation applies).

For purposes of these limits, your spouse will be deemed to have earned income of \$250.00 if you have one dependent (\$500.00 if you have two or more dependents) for each month in which your spouse is physically or mentally incapable of caring for himself or herself or is a full-time student at an educational institution.

#### Dependent Care Tax Credit

The IRS also provides a tax credit for your dependent care expenses. You can use either the Dependent Care Spending Account or the tax credit, but you cannot use both for the same expense. Also, the amount you contribute to the Dependent Care Spending Account reduces dollar for dollar the amount of your dependent care expenses eligible for the tax credit. To decide which alternative is best for you, figure your tax break under the tax credit and under the Dependent Care Spending Account. Then, select the method that saves you the most in taxes.

## **ELECTIONS**

To sign up for the Medical Expense Reimbursement Account and the Dependent Care Spending Account, you must complete, sign, and date the applicable election form. On the election form, you will state the monthly and yearly amount to be contributed to the account and the total by which your salary is to be reduced to pay for the contribution. The election forms are available on the HR website or from Human Resources.

Enrollment in the Pre-Tax Premium Deduction is automatic, once you enroll in the Medical Plan, the Dental Plan, and/or the Vision Plan. By enrolling in one or more of those plans, you agree to reduce your compensation by the amount required to pay your premiums.

Keep in mind that because the Plan involves pre-tax compensation reductions, participation in the Plan can result in reduced Social Security benefits when you retire. The actual effect on your benefits is usually minimal. Participation in the Plan does not affect your other pay-related benefits. All benefits will continue to be calculated on your pay without regard to this Plan.

## CHANGES IN STATUS AND CHANGES IN ELECTIONS

Under IRS guidelines, once you decide to participate in the Pre-Tax Premium Deduction or to contribute to a Medical Expense Reimbursement Account or Dependent Care Spending Account, or both, you generally cannot change your participation or contribution until Open Enrollment with an effective date of January 1 of the following year. However, you can change your participation or contribution if you have a qualifying change in family status or certain other circumstances occur. The change in your participation must be on account of and consistent with the change in family status or specified circumstance, and necessary or appropriate as a result of that change.

1. Circumstances in which changes may be made in an election under the Pre-Tax Premium Deduction, Medical Expense Reimbursement Account, or Dependent Care Spending Account include:

- *A change in your marital status*, including marriage, divorce, death of spouse, legal separation, or annulment.
- *A change in your number of dependents*, including birth or death of a child, adoption of a child, placement of a child for adoption, or change in legal custody.
- *A change in employment status of you, your spouse, or your dependent*, including termination or commencement of your spouse's employment, a change in your status or your spouse's status from full-time to part-time or part-time to full-time employment, a change in residence or worksite of you, your spouse, or child, or the taking of an unpaid leave of absence by you or your spouse.
- *An event that causes your dependent to satisfy or no longer satisfy requirements for benefit coverage*, including on account of attainment of an age, student status, or similar requirement.
- *A change which results from a judgment or order* resulting from a divorce, change in legal custody, or similar circumstance (including a qualified medical child support order).
- *A change which corresponds to a cancellation of coverage of you, your spouse or child as a result of becoming enrolled in Medicare.*

2. Circumstances in which changes may be made in an election under the Pre-Tax Premium Deduction or the Dependent Care Spending Account, but **NOT** the Medical Expense Reimbursement Account, include:

- *A change in connection with special enrollment rights* you, your spouse or child may have under HIPAA.
- *A significant cost change* in medical, dental, or vision coverage.
- *A significant change in cost* imposed by a dependent care provider **OTHER THAN** a dependent care provider who is a relative.

- Certain cases where there is a *significant curtailment in benefit coverage*, without loss of coverage, where it is desired to elect similar coverage under another benefit option or where coverage is lost and it is desired to drop that coverage.
- *Addition of a new benefit option or significant improvement* of an existing benefit option.
- Certain cases where the change corresponds with a *change in coverage under another plan*, including another employer's plan.
- Certain cases where the change corresponds with a loss in coverage for you, your spouse or child under another group health plan sponsored by a governmental or educational institution.

### Annual Elections

You have the opportunity to change your participation or contribution amount for the next year during the enrollment period, usually held in October, effective January 1 of each year. Once you begin to participate in the Pre-Tax Premium Deduction, that election automatically continues in effect from year to year until you affirmatively elect to drop out of the Pre-Tax Premium Deduction by dropping group plan coverage. Elections to contribute to the Medical Expense Reimbursement Account and the Dependent Care Spending Account do not carry over from year to year. This means that you must file a new election form during each enrollment period if you want to continue to participate in the Medical Expense Reimbursement Account or the Dependent Care Spending Account for the following year.

### Leaves of Absence

If you are on an authorized leave of absence, including an absence pursuant to the Family and Medical Leave Act of 1993 and authorized under the College's Family Leave Policy, and your compensation for a pay period is zero or insufficient for deduction of the required premiums, you may continue coverage by making payment of premiums for the Pre-Tax Premium Deduction or a Medical Expense Reimbursement Account (but not for a Dependent Care Spending Account), at the regularly scheduled times on an after-tax basis. You may also request, subject to approval by the College, that such amounts be deducted in advance from current compensation or from future compensation on a pre-tax basis. Changes in your election continue to be subject to the change in status rules discussed above. Reimbursement for eligible services received while on leave without pay will be considered for payment after your catch-up deductions or other payments have been made.

These rules also apply to other approved leaves of absence. These would include, but not be limited to, academic, personal, and in some situations medical leaves.

### **ADDITIONAL RULES**

You should also be aware of the following rules and procedures:

## Use It or Lose It

The Medical Expense Reimbursement Account and the Dependent Care Spending Account are regulated by IRS guidelines.

Contributions remaining in a Medical Expense Reimbursement Account after the end of a Plan Year may be used to reimburse you for eligible health care expenses incurred during the two months and fifteen days following the end of the Plan Year (that is, up to and including March 15). This additional two months and fifteen days is referred to as the “grace period.” All claims for reimbursements of eligible health care expenses, whether incurred during the Plan Year or grace period, must be submitted no later than April 30 of the following Plan Year. After you have been paid for all health care expenses for which you sought reimbursement, any contributions that remain in your Medical Expense Reimbursement Account after the end of the grace period will be forfeited. If you terminate your employment during the Plan Year, you can continue to submit eligible health care expenses incurred while you were a participant in the Plan for reimbursement from your Medical Expense Reimbursement Account until April 30 of the following Plan Year.

**No grace period exists for the Dependent Care Spending Account.** However, you will have until March 31 of the following Plan Year in which to submit claims for eligible dependent care expenses that were incurred during the Plan Year. After you have been paid for all dependent care expenses for which you sought reimbursement, any contributions that remain in a Dependent Care Spending Account after the end of the Plan Year will be forfeited. If you terminate your employment during the Plan Year, you can continue to submit eligible dependent care expenses incurred while you were a participant in the Plan for reimbursement until March 31 of the following Plan Year.

In the event of your death while participating in either the Medical Expense Reimbursement Account or Dependent Care Spending Account, your personal representative may, subject to the limitations described above, apply for reimbursement of eligible expenses that you incurred prior to death.

Under the Pre-Tax Premium Deduction, only the exact amount for medical, dental, and/or vision insurance premiums is taken out of your pay, and as a result you will not forfeit any money.

## Termination from Employment

Medical Expense Reimbursement Account coverage ends with the *earlier* of the last month for which you have contributed to your account or the last day of the Plan Year in which you retire or are terminated from employment. Only those eligible health care expenses incurred while your Medical Expense Reimbursement Account coverage continues in effect are eligible for reimbursement from your account.

In the case of the Medical Expense Reimbursement Account, special COBRA rules apply when you terminate from employment. You may continue participating in the Medical Expense Reimbursement Account for the remainder of the Plan Year in which you terminate from employment and receive reimbursement for medical expenses incurred during the period of continued coverage, but only if:

- You have a positive balance in your Medical Expense Reimbursement Account at the time of your termination from employment (meaning that the amount that has already been reimbursed to you during the Plan Year but prior to your termination from employment is less than the amount of your salary reduction contributions to your Medical Expense Reimbursement Account for the Plan Year prior to your termination from employment).

*For example*, assume you have elected salary reduction contributions to your Medical Expense Reimbursement Account for the Plan Year of \$1,200 (i.e., \$100 per month). If you were to terminate from employment on March 31 after having been reimbursed for only \$50 of expenses, your contributions would have exceeded your reimbursements by a positive balance of \$250, and you would be eligible to continue participating for the rest of the Plan Year by continuing your contributions as described below. If, on the other hand, you have already had expenses of \$350 reimbursed, you do not have a positive balance and may not continue participating in the Medical Expense Reimbursement Account.

- You must continue making monthly post-tax contributions to your Medical Expense Reimbursement Account in the same amount as the monthly salary reduction contributions you had elected to make to your Medical Expense Reimbursement Account for the period immediately prior to your termination of employment, but not more than the full amount you elected for the Plan Year.

## **ADMINISTRATIVE INFORMATION**

The following procedures apply to the Plan and the Oberlin College Dependent Care Assistance Plan:

### Claims Procedure

As noted earlier, if you have chosen the automatic rollover option on your Flexible Spending Account enrollment form, then your reimbursable expenses from the medical and prescription plans will be processed automatically in the Flexible Spending Account system. A check for these expenses will be processed and sent to you in the mail.

If you have declined the Automatic rollover option and/or have incurred a reimbursable expense not covered by insurance, whether it be medical, dental, vision or other eligible services, then you must submit a paper reimbursement request form in order to receive reimbursement from your Medical Expense Reimbursement Account or Dependent Care Spending Account. These forms are available from Human Resources or the HR website through oberlin.edu and Quicklinks at that site. You should send your original bill, the original receipt and the completed form to the address listed on the form.

You will receive notice from the Plan about whether your claim for reimbursement was approved or denied no later than 30 days after the claim was received by the Plan, but the Plan can extend this period for up to 15 additional days if the Plan administrator determines that the extension is necessary due to matters beyond the control of the Plan and you are notified within the initial 30-day period of the reason for the extension and when the Plan expects to have a decision. If you do not provide enough information to decide the claim, the extension notice will describe what else you need to provide, and you will be given at least 45 days to provide the information.

### How to Appeal a Claim Denial

If your claim is denied, the notice of denial will include the following:

- the specific reasons the claim was denied;
- the Plan provisions upon which the denial was based;
- an explanation of additional information which may be needed to complete the review of your claim;
- the steps to be taken if you wish to have your claim reviewed;
- if any internal rule, protocol, or guideline was relied upon, a statement that a copy of this rule is available free of charge upon request; and
- if the decision was based on a medical necessity or experimental treatment exclusion, a statement that an explanation of the scientific or clinical judgment is available free of charge upon request.

If you disagree with a denial of your claim, you may appeal this denial by writing within 180 days of the benefit denial to:

Medical: Cigna Healthcare  
P.O. Box 5200  
Scranton, PA 18505-5200

Dental and Vision: Cigna Reimbursement Account  
P.O. Box 5200  
Scranton, PA 18505-5200

You may submit any additional information that you think is relevant to your appeal, even if not originally considered in the original benefit determination, and you will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

The review on appeal will not defer to the original determination and a different person will decide your claim on appeal. If the claim is based on medical judgment, the Plan will consult with an appropriate health care professional (and not the same one consulted on the original claim). Medical or vocational experts consulted, if any, will be identified.

You will receive a decision on your appeal within 60 days after the Plan receives your appeal. If your appeal is denied, the notice of denial will include the following:

- the specific reasons the claim was denied;
- the Plan provisions upon which the denial was based;
- if any internal rule, protocol, or guideline was relied upon, a statement that a copy of this rule is available free of charge upon request;
- if the decision was based on a medical necessity or experimental treatment exclusion, a statement that an explanation of the scientific or clinical judgment is available free of charge upon request; and
- the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."

### Loss of Benefits

Under certain circumstances, you may lose your entitlement to benefits under the Plan or the Oberlin College Dependent Care Assistance Plan as outlined below:

- The Plan is terminated by the College.
- The Plan is modified to eliminate the benefit features in which you participate.
- You terminate your employment with the College, including retirement or by reason of death. No further before-tax contributions can be made under the Plan, although

in some cases after-tax contributions to your Medical Expense Reimbursement Account can be made to continue coverage for the rest of the Plan Year. You can continue to submit claims for the period you participated in the Plan until the end of the grace period for the Plan Year (that is, until the following March 31) in which your employment terminates. In the event of your death, your personal representative may submit such claims within the specified time frame.

### Plan Termination

The College may terminate the plan at any time by written instrument signed by the President or other duly authorized officer of the College. Upon termination, the rights of participants to benefits are limited to claims incurred up to the date of the termination. Any termination of the Plan will be communicated to Employees.

### Plan Modification and Amendments

The College may modify or amend the plan from time to time at its sole discretion by written instrument signed by the President or other duly authorized officer of the College, and such modifications or amendments which affect eligible Employees will be communicated to participants.

### Privacy

Effective April 14, 2003, HIPAA requires that health plans protect the confidentiality of your health information. Generally, the Plan may not use or disclose your personal health information without your written authorization. The Plan may, however, use or disclose your health information without your authorization for your medical treatment, to obtain payment for medical care, to conduct the Plan's health care operations and Plan administration, and as otherwise permitted or required by law.

Under HIPAA, you have certain individual rights with respect to your protected health information, such as the right to access and copy portions of your protected health information. The Plan maintains a privacy notice which explains HIPAA's privacy protections and your rights in greater detail. Please contact the Plan Administrator for a copy of this notice or for help with any other HIPAA privacy questions you may have.

### Employee Rights and Protections

The Plan is covered by ERISA, a federal law designed to protect employees' rights under benefit plans. As a Participant in the Plan, you should know as much as possible about your Plan benefits. You are entitled to:

- examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

- obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, 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 make a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries", have a duty to do so prudently and in the interest of you and other Plan Participants and their 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 pension benefit or exercising your rights under ERISA.

If your claim for a pension 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.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan 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 Plan 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. If it should happen that Plan fiduciaries misuse the Plan'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 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 if, for example, it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator (see page 18).

If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you may contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Public Disclosure Room, N5638, Pension and Welfare Benefit 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 Employee Benefit Security Administration.

Plan Administrative Information

Plan Name: Oberlin College Flexible Benefits Plan

Plan Sponsor: Oberlin College  
Service Building, 2<sup>nd</sup> Floor  
173 West Lorain Street  
Oberlin, OH 44074

Plan Administrator: Oberlin College  
Service Building, 2<sup>nd</sup> Floor  
173 West Lorain Street  
Oberlin, OH 44074  
440-775-8430

Employer  
Identification Number: 34-0714363

Plan Number: 509

Type of Plan: Welfare; cafeteria plan; health care expense reimbursement;  
dependent care assistance plan

Agent for Service  
of Legal Process: Oberlin College  
Service Building, 2<sup>nd</sup> Floor  
173 West Lorain Street  
Oberlin, OH 44074  
440-775-8430

Plan Year: January 1 through December 31

Plan Costs: No fund is maintained for the Plan. Benefits are paid by the  
College through pre-tax contribution elections by Employees.  
Benefits are not insured.