

SAINT LOUIS UNIVERSITY
DEPENDENT CARE PLAN
SUMMARY PLAN DESCRIPTION

INTRODUCTION

Saint Louis University established the Saint Louis University Dependent Care Plan to be effective July 1, 1991. This booklet is a brief description of the major provisions of the plan.

The Dependent Care Plan lets you pay for eligible child or dependent care expenses with contributions taken from your pay before taxes are withheld. Since these contributions are not subject to Federal Income Tax, Social Security Tax (FICA) or State Income tax, you can, in most cases, receive more value for your money.

Following is a basic outline to serve as an introduction. Please read the rest of this summary plan description (SPD) for details.

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| Who may join? | All regular full-time faculty, staff, and medical residents assigned to a position budgeted and scheduled to work at least 32 hours a week on a regular and continuing basis, other than a member of a collective bargaining unit (unless the collective bargaining agreement provides for coverage under the Plan), may join the Dependent Care Plan. |
| When may I join? | You may join the plan within the first 31 days of your date of full-time regular employment, within 31 days of dependent birth/adoption, or during the annual open enrollment period. Open enrollment is expected to take place in the month of November each year. <i>Enrollment at any other time is not permitted.</i> |
| How much may I save? | The amount of savings in paying dependent care expenses through this plan will depend on the amount of expense and your personal tax circumstances. |
| What is the maximum benefit? | You may, most normally, contribute any amount up to \$5,000 per year (\$2,500 for a married participant filing a separate return). The amount <u>cannot</u> exceed the earned income of the lesser-paid spouse. The benefit for highly compensated faculty and staff is subject to a discrimination test that could result in a reduced maximum for individuals in that category. |
| What does the University contribute? | The University pays all of the expenses of plan administration including the services of ConnectYourCare who is responsible for benefit payments. |
| When can I change my benefit? | The law requires that you make a benefit election in advance for each plan year. Changes can be permitted in only a few qualified situations listed in detail in this plan description (see Changing or Discontinuing Contributions). |

What happens if the benefit I elect is not used?

It is important to make sure your expenses for dependent care for the plan year will equal or exceed the amount of benefit you elect. Tax regulations require that any unused benefit at the end of the processing time for the plan year be forfeited (see Withdrawals).

How do I submit claims?

Claims are filed electronically at www.connectyourcare.com through an individual online account, protected by a participant created username and password. A user specific claim submission form is generated, printed and then faxed to the claims administrator accompanied by itemized receipts. Receipts must include the dependent's name, service provider, payment amount and service provided.

The Saint Louis University Dependent Care Plan is intended to be a continuing part of your employee benefit program. However, the right is reserved to amend the plan from time to time or to terminate it entirely if conditions warrant.

PARTICIPATION

You are eligible to enroll in the plan if you are a full-time regular member of the faculty or staff other than a member of a collective bargaining unit (unless the collective bargaining agreement provides for coverage under the Plan).

You may enroll during the open enrollment period provided prior to the beginning of each plan year January 1 through December 31, within 31 days of employment, or within 31 days of dependent birth/adoption. **Enrollment outside these periods is not permitted.**

In order to enroll, you will need to complete an enrollment form specifying the pre-tax amount you wish to contribute to the Dependent Care Spending Account.

It is very important that you estimate your dependent care expenses carefully because tax regulations require that you forfeit any unused funds remaining in your account after reimbursement is made of all eligible expenses incurred during the plan year.

The annual target amount you specify will be divided by the number of pay periods in the year to determine a per pay period deduction amount. This amount will be your Dependent Care Plan contribution and will be taken from each pay check and credited to your Dependent Care Spending Account.

You will have up to ninety days after the end of the plan year to claim reimbursement of eligible expenses incurred during the plan year. Any funds remaining in your account after March 31 that could have been used for eligible expenses incurred in the previous plan year will be forfeited. (See Withdrawals).

DEPENDENT CARE ACCOUNT

Eligible child and other dependent care expenses are costs you incur which enable you and your spouse to be gainfully employed or a full-time student. You may contribute up to \$5,000 per year to the Dependent Care Account for reimbursement of child or other dependent care expenses for services incurred after enrollment and during the plan year, which enable you and your spouse to work. You may also participate if your spouse is disabled or a full-time student for at least five months during the year. The \$5,000 maximum contribution is subject to reduction for highly compensated faculty and staff if required as a result of discrimination testing.

Eligible child and other dependent care expenses include charges made by:

- Nursery schools, preschool, day care centers, before and after school care and summer camps. The school or center must comply with state and local laws, serve seven or more children and receive a fee for its services. Summer camps are limited to day programs. Expenses for overnight camps or other expenses for educational purposes only cannot be reimbursed.
- Individuals (other than children under the age of 19 or dependents) who provide care in or outside your home. However, you may not use this plan if you are reimbursing someone who actually resides in your home.
- Dependent care centers that provide day care - not residential care - for dependent adults.
- Providers of household services related to the care of a dependent.

To qualify for reimbursement, child and other dependent care expenses **cannot** exceed the earned income of the lesser-paid spouse. Earned income does not include the amount of any pre-tax contributions for eligible dependent care expenses made under a plan sponsored by Saint Louis University or a spouse's employer. If your spouse is disabled or a full-time student, the law assumes that he or she has monthly income of \$200 if you have one dependent, or \$400 if you have two or more dependents.

Eligible expenses must be incurred for care of a qualified dependent, defined according with Code Section 129. Qualified dependents are:

1. Your children, stepchildren, adopted children (or children placed with you for adoption), foster children, grandchildren, brothers or sisters, and nieces or nephews who
 - (a) reside with you for more than half of the year,
 - (b) do not provide more than half of their own support, and
 - (c) fall within one of the following categories:
 - are under age 13; or
 - are over the age of 12 and (i) are physically or mentally incapable of caring for themselves; (ii) spend at least eight hours a day in your home; and (iii) require full-time attention.

2. Your spouse who
 - (a) is physically or mentally incapable of caring for himself or herself;
 - (b) spends at least eight hours a day in your home; and
 - (c) requires full-time attention.

3. Your relative who
 - (a) is physically or mentally incapable of caring for himself or herself;
 - (b) has an annual income of less than the federal tax exemption amount (\$3,650 in 2010);
 - (c) spends at least eight hours a day in your home; and
 - (d) requires full-time attention.

A relative includes a child, grandchild, sibling, niece, nephew, parent, grandparent, aunt or uncle, and in-law.

4. Any individual who
 - (a) has the same principal place of abode as you and is a member of your household;
 - (b) is physically or mentally incapable of caring for himself or herself;
 - (b) has an annual income of less than the federal tax exemption amount (\$3,650 in 2010);
 - (c) spends at least eight hours a day in your home; and
 - (d) requires full-time attention.

You may contribute up to the lesser of:

- \$5,000 (\$2,500 for a married participant filing a separate return), or
- the earned income of the lesser-paid spouse, or
- if highly compensated, the amount allowed by Saint Louis University in order to pass discrimination tests for this plan.

DEPENDENT CARE TAX CREDIT

A federal income tax credit for dependent care expenses may be used in combination with, or in place of, the Dependent Care Account.

The dollar limit on the income tax credit (\$3,000 for one dependent or \$6,000 for two or more dependents in 2010) is reduced dollar-for-dollar by the amount excludable under the Dependent Care Plan. For example, assume you have one dependent child and your total dependent care expenses are \$4,000 per year, and you currently are having \$3,000 per year withheld from your pay on a pre-tax basis for the Dependent Care Plan. In this situation, you can no longer take the income tax credit because it is reduced dollar-for-dollar by the \$3,000 funded under this plan. Since the maximum income tax credit is \$3,000, you would lose the entire income tax credit. The amount funded under the Dependent Care Plan would still be pre-tax, but no income tax credit would apply.

WITHDRAWALS

Money contributed to the Dependent Care Plan may be withdrawn as eligible expenses by submitting a Claim Submission Form and appropriate proof of expenses to ConnectYourCare. The form requires the name, address and tax payer identification number (or social security number of an individual) of the provider, the dates of care and the amount you are requesting. Each request must be accompanied by a receipt or itemized statement from the dependent care provider or a copy of the cancelled check. If the amount of your Request for Reimbursement exceeds the balance in your Dependent Care Spending Account, a partial payment will be made up to the amount of the account balance. The remaining amount will be paid to you as additional contributions are credited to your account, until you are fully reimbursed up to the limit of your contributions for the year.

In accordance with tax regulations, money remaining in your account at the end of the processing period (March 31 following the end of the plan year) will be forfeited.

CHANGING OR DISCONTINUING CONTRIBUTIONS

Tax regulations do not permit you to change or discontinue your contribution to the Dependent Care Plan accounts unless there is a qualified change in the employment status of you or your spouse or a qualified change in your family status. In addition, any change in, or discontinuation of, contributions to your Dependent Care Spending Account must be consistent with the qualified status change.

Qualified changes in employment status that may permit changing or discontinuing your contribution include:

- a change in your work location requiring relocation of your residence, or
- your spouse becoming employed or unemployed
- reduction in hours for participant or participant's spouse

Qualified changes in family status that may permit changing or discontinuing your contribution include:

- marriage
- divorce
- birth or adoption of a child
- death of a spouse or child

A change in, or discontinuation of, contributions can be honored only if it is submitted within 31 days of the qualified status change and is consistent with the change in family or employment status.

If you change the amount of your contribution because of a change in employment or family status, the new amount authorized should be the total amount you want to have deducted over the remainder of the year. Your new contribution for each pay period will be established by dividing the amount specified by the remaining pay periods. However, your total contributions cannot exceed the annual contribution limits established under the plan (\$5,000).

If you decide to have amounts deposited into the Dependent Care Plan and you terminate employment before December 31, you will not be penalized. You will have up until the end of the plan year to submit claims for expenses incurred during the plan year and prior to the last day of the month in which you were terminated. You will have until March 31 to actually submit reimbursement requests to claim any amounts remaining in your account when you terminated. **After you terminate, no more amounts can be deposited into your account.**

If you do not have a qualified employment or family status change, you cannot change your contribution during the plan year. You will be required to maintain your contribution even if expenses are no longer being incurred.

An annual enrollment period will be provided during which you may change the amount of your contribution for the next plan year. You **MUST** reenroll during open enrollment to utilize the benefit in the following calendar year. Elections do not carry over from one calendar year to the next. If you are eligible, but not currently participating, you may enroll at that time.

ADDITIONAL INFORMATION

Plan Name: Saint Louis University Dependent Care Plan

Plan Sponsor: Saint Louis University
3545 Lindell Boulevard
St. Louis, Missouri 63103

Type of Plan: Welfare benefit plan to permit pre-tax contributions to reimburse dependent care expenses.

Date of End of Plan Year: December 31.

Agent for Service of Legal Process: The Plan Administrator is the agent for service of legal process with respect to all matters relating to the Saint Louis University Dependent Care Plan. Process may be served at the address shown below.

Plan Administrator: Saint Louis University
(Vice President of Human Resources)
3545 Lindell Boulevard
St. Louis, Missouri 63103
Telephone: (314) 977-5847

The Plan Administrator has the authority to control and manage the operation and administration of the plan as outlined in the Plan Instrument.

Plan Amendment and Termination. The University reserves the right to terminate, withdraw, amend, or modify the plan, in whole or in part, at any time, subject to the applicable provisions of the Plan Instrument.

Impact on Your Social Security Benefits. One of the purposes of this plan is to have elected contributions taken out of your pay on a pre-tax basis. That is, you do not pay federal and state income tax or FICA (social security tax) on the contributions. Since the monthly retirement benefit you receive from Social Security at age 65 is based on taxable earnings throughout your career (up to the annual retirement benefit wage base; \$106,800 in 2010) your social security benefit at retirement may be slightly affected. To determine the extent of any benefit decrease, you should contact your local Social Security office for an estimate.

CLAIMS AND APPEAL OF DENIED CLAIMS

A claim for benefits will be reviewed according to the procedure described below. In the event a claim for benefits is denied, the employee or person making the claim is subject to the appeal procedure described below.

ConnectYourCare will process requests for reimbursement of health care or dependent care expenses. If a request for reimbursement or other claim is denied, you will be told in writing, generally within 90 days after the claim is received. That reply will include:

- the specific reasons for the denial;
- references to the pertinent provisions of the plan;
- a description of any additional information which is necessary and why; and
- information about the steps to take to appeal the claim.

If a reply cannot be made within 90 days, ConnectYourCare will provide you a written notice explaining the reasons. Any extension of time will be for not more than another 90 days.

After receiving a reply, you have a right to request a review of any denied claim by writing to the Plan Administrator within 60 days after you receive the denial notice. In your request you should list the issues and comments you would like to have considered. You may, at a reasonable time and place, inspect relevant documents, which may affect your claim.

Within 60 days after your request for review is received, you will receive a final written reply. In the case of a continued denial, you will be given the specific reasons and the provisions on which the denial is based. If the review cannot be made within 60 days, you will be notified in writing with the reasons for the delay.

PLAN PARTICIPANTS' RIGHTS UNDER ERISA

Under the Employee Retirement Income Security Act of 1974 (ERISA) you have certain rights and protections. Included are the rights to receive certain plan information and to file suit if you feel your rights have been violated.

Specifically, ERISA provides that all plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other locations, all plan documents and copies of all documents filed by the plan with the U.S. Department of Labor such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator.
- 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.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of your plan. The people who operate the plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of all plan participants and beneficiaries.

The plan is intended to be a continuing part of your employee benefits program. However, the University reserves the right to amend the plan or to terminate it entirely if conditions warrant.