

Flexible Spending Account (FSA) Group Agreement

Effective Date:

☐ New Application ☐ Changes ☐ Renewal

Section 1: Group Information

Legal Name of Company:

Trading as:

Is this a current account with Amwins? ☐ YES ☐ NO

YES? – Amwins Account Number:

Physical Address:

City:

State:

ZIP:

Mailing Address (if different):

City:

State:

ZIP:

Type of Business:

☐ Corporation ☐ Partnership ☐ C-Corp ☐ S-Corp ☐ Sole Proprietorship ☐ LLC
☐ Other _____

SIC:

Tax ID:

Section 2: Contacts

Company Official:

Title:

Phone:

Email:

Administrative Contact:

Title:

Phone:

Email:

Agency Name:

Broker:

Phone:

Email:

Section 3: Plan and Employee Eligibility Information

Name of Health Insurance Carrier:

Name of Health Plan:

Health Plan Year Effective Date:

Health Plan Year End Date:

FSA Plan Year Effective Date:

FSA Plan Year End Date

Who is responsible for MD State Extension/COBRA?

Do you currently have an FSA Plan? ☐ YES ☐ NO

If YES, what is the plan year?

Number of Employees Participating in the FSA Plan:

_____ Medical
_____ Dependent Care FSA
_____ Mass Transit
_____ Parking

Annual Maximums:

_____ Medical
_____ Dependent Care FSA
_____ Mass Transit
_____ Parking

Can Part-Time Employees Participate? ☐ YES ☐ NO

Are You Offering a Limited FSA? ☐ YES ☐ NO
Required if you offer a Qualified High Deductible Health Plan.

Section 4: Payroll Information

Payroll Schedule:

☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly

If multiple payroll schedules for different employees, please provide a payroll schedule for the entire plan year

First Payroll Deduction Date (First pay date on or after effective date):

If multiple payroll deduction dates for different employees, please provide the first payroll date for each payroll schedule

Claim Filing Limit (standard is 90 days):

Does your FSA Plan offer the 2 ½ month Grace Period? ☐ YES ☐ NO

Does your FSA Plan offer the Carryover Option? ☐ YES ☐ NO **Rollover Amount \$** _____

If the plan decides to offer the Carryover option of up to 20% of the maximum annual contribution amount noted on Page 1 of this group application, the Grace Period option cannot be offered.

The Carryover option is applicable only to the Health FSA and/or Parking and Mass Transit benefits.

Does your Dependent Care FSA Plan offer a 'Spend Down' Option? ☐ YES ☐ NO

The Spend Down option allows terminated employees to be reimbursed from their remaining Dependent Care FSA account balance for Dependent Care expenses incurred through the end of the plan year in which the employee is terminated. This option also allows the terminated employees to incur expenses through the end of the Plan Year (post termination).

The Spend Down option is applicable only to the Dependent Care FSA.

The FSA plan will follow the same eligibility guidelines (i.e. waiting periods, effective dates and termination dates) as the Health Plan. However, certain employees may not be eligible to participate in the tax advantages of an FSA (i.e. self-employed individuals, partners in a partnership, more than 2% shareholders in an S Corporation). Please consult with your Tax accountant for specific information.

Section 5: Debit Cards

Are the Employees to receive Debit Cards? ☐ YES ☐ NO

Are Eligible Spouses to receive Debit Cards? ☐ YES ☐ NO

Section 6: FSA Funding

The employer will be responsible for maintaining a bank account for the funding of FSA/HRA claim reimbursements and debit card transactions. When a debit card transaction or manual claim reimbursement is generated, notification will be e-mailed to the designated individuals at the employer group to advise how much will need to be funded in the bank account. The following business day after the funding notification has been sent to the employer, the debit card vendor will process an ACH withdraw to cover debit card transaction expenses and Amwins Connect Administrators will process an ACH withdraw to cover manual claim reimbursement. The bank account must provide overdraft protection in the event there are insufficient funds in the FSA/HRA account at the time of the ACH withdraw.

Section 7: Substantiation

Debit Card Claim Substantiation

The Internal Revenue Service (IRS) requires Plan Sponsors (Employer) to ensure that FSA Plans are properly substantiated. In other words, purchases made with the Amwins FSA Debit Card must be proven to be eligible under the Plan. Failure to comply with the IRS substantiation guidelines could result in the plan becoming non-qualified (losing its tax-free status) and subject to penalties and/or fines imposed by the IRS.

Amwins Connect Administrators (Amwins) substantiates purchases made with the debit card by reviewing all transactions. Documentation requests are generated and sent to Employees for those transactions that cannot be substantiated through the system. Employees are required to provide the necessary documentation (generally EOB's, itemized statements or bills marked paid by patient) for substantiation.

Level of Substantiation

1. Employees are instructed to keep all receipts and itemized statements for purchases made with the debit card.
2. Amwins will request an itemized statement or Explanation of Benefits (EOB) from the health plan for all purchases.
3. Amwins may auto-approve certain claim categories.

The request for itemized statements for purchases audited by Amwins helps to ensure that all charges on the debit card are properly processed and only eligible procedures and products are purchased.

Improper Use of Debit Card

If an employee fails to comply with the substantiation process or uses the debit card for unauthorized or ineligible expenses, the debit card will be deactivated and the member will no longer have the use of the debit card. They will be notified via a letter mailed to their home address.

They will still be eligible to submit claims via a claim form to Amwins at the address located on the form. Their FSA claims will then be reviewed by Amwins for eligibility and if eligible, a check/explanation of benefits will be mailed to them.

Substantiation Waiver:

We authorize Amwins to approve all FSA debit card transactions without requiring the members to submit documentation to substantiate the transaction. We acknowledge that turning off the requirement for substantiation of debit card purchases violates IRS regulations. In doing so, we will also hold Amwins harmless and we take full responsibility for any penalties and or citations that may be issued by the IRS for being non-compliant.

If the Employer wishes to waive the Substantiation requirement, please check the box and sign and date below. ☐

Employer Signature: _____ **Date:** _____

Section 8: Amwins Administrative Services

FSA Plan Run-Out Services

Amwins will offer FSA Plan Run-Out Services as follows:

1. If the Employer renews the Amwins FSA Plan, Amwins will provide Run-Out Services for the previous FSA Plan Year for a standard 90-day Claims Run-Out Period
2. If the Employer terminates the FSA Plan but continues to have Amwins administer their group health plan, Amwins will provide Run-Out Services for the previous FSA Plan Year for a standard 90-day Claims Run-Out Period. The Employer understands that they are responsible for funding the FSA account for reimbursements to the Employees for covered expenses incurred prior to the termination date of the FSA Plan but before the end of the 90-day claim run-out period.
3. If the Employer terminates the FSA Plan and the Group Health Plan with Amwins, then this FSA agreement shall terminate and Amwins will not perform Run-Out Services for the FSA Plan. The Employer understands that they are responsible for reimbursements to the Employees for covered expenses incurred prior to the termination date of the FSA Plan. Any claims received at Amwins after the termination of this Agreement will be returned to the Employer.

The responsibilities of Amwins are limited to enrolling eligible Employees in the FSA plan, invoicing the FSA administrative fees, processing FSA claims for payment, issuing Debit Cards to Employees, preparing Summary Plan Descriptions and providing an Employer website to manage your FSA Plan. The FSA website will provide Employers access to reports such as the Bank Transaction Reconciliation Report and the Manual Claim Reimbursements Report. In addition, Employees will have access to the website to view their FSA claim activity.

Employers will have access to the website to view the FSA plan activity. The website address for employers is:
www.wealthcareadmin.com

Employees have access to the website to view their FSA claims activity. The website address for employees is
<https://amwinsconnect.wealthcareportal.com>.

Amwins Administration Fees

To implement and administer, Amwins will charge the following fees:

Implementation Fee:	\$250.00 (waived at renewal)
Monthly Administration Fee:	\$6.00 PEPM

The implementation fee is due by the effective date of the FSA Plan. The monthly administration fee (PEPM) will appear on your monthly Amwins premium invoice along with your group health insurance premiums.

Section 9: Disclaimers

- 1) A dedicated bank account should be established for the FSA Plan. ACH transfers will be made from this account to fund the FSA claims.
- 2) The bank account associated with this Plan must have overdraft protection. If overdraft protection is not provided for this account and a transaction is returned for insufficient funds, a \$25.00 fee per attempt will be assessed.
- 3) The implementation process will not begin until the completed ACH Authorization form is returned to Amwins. The ACH Authorization Form is attached to this account.
- 4) The FSA Plan is subject to Maryland State Extension (MSE)/COBRA & HIPAA regulations which mean the funds are subject to MSE or COBRA extension of benefits. If the terminated Employee *does not pay* their MSE/COBRA premium (including the FSA fund portion), only claims *incurred prior to their termination date* are eligible for reimbursement. If the terminated Employee *pays* their MSE/COBRA premium (including the FSA fund portion), claims incurred *during the entire paid premium period* are eligible for reimbursement.
- 5) The FSA Debit Card will be deactivated upon notification of an Employee's termination. It is understood that if the company terminates any Employees, it is the company's responsibility to notify Amwins immediately. If the company fails to notify Amwins of an Employee termination, it is the company's responsibility for any charges incurred and paid after the termination date.
- 6) All Employees must complete and sign an enrollment form. FSA funds will be made available only when a completed and signed enrollment form is received by Amwins.
- 7) The FSA Debit Cards will be mailed to the Employee's homes. Each Employee will receive one debit card. Additional debit cards can be requested by the Employee.
- 8) Debit cards reported lost, stolen or not received will be rendered permanently inactive. The member will have to contact Amwins to order a new Debit Card.
- 9) The Employer may deduct invalid purchases from the Employee's paychecks.
- 10) Federal regulation mandates that most transactions will require receipt verification. Employees must be instructed to save all receipts for services paid with the debit card. Amwins will request receipts via mail or email from Employees to substantiate claims.
- 11) Employees should be instructed to call Amwins' Customer Service Department with any questions. That phone number is 410-832-1333 or 1-800-337-4973. As instructed by the automated call routing message, please press 6 for member services, then 2 for inquiries regarding FSA claims.
- 13) Your Employees by signing the Election Form are authorizing the Health Plan Insurer or Provider of service to release information on their behalf in order to substantiate purchases made with the debit card.
- 14) I authorize Amwins to allow access to information to my Broker via the FSA website to assist me in managing my FSA Plan.
- 15) Amwins considers any and all information, materials and systems to be confidential. Amwins complies with HIPAA Privacy and Security regulations, which protects the confidentiality of our Clients' database containing information regarding their Employees, dependents, benefits and claims. Amwins hereby warrants that this information is kept in strict confidence and maintained on the system by secure password protection

Section 10: Authorization

I have read and understood the above details for the administration of the FSA Plan and I am appointing Amwins Connect Administrators, Inc. (Amwins) as our Third Party Administrator (TPA) of our FSA Plan. I understand and agree to the terms and conditions of this Amwins FSA Group Agreement.

Employer Name (printed): _____

Title: _____

Signature: _____

Date: _____

Broker Name (printed): _____

Agency: _____

Signature: _____

Date: _____

HRA/FSA Employer ACH Authorization Form

☐ New Application ☐ Changes ☐ Renewal ☐ *No Changes
*If no changes are being made, please go to the Authorization Section 5 and sign

☐ HRA ☐ FSA

Section 1: Group Information

Legal Name of Company:

Trading as:

Is this a current account with Amwins? ☐ YES ☐ NO

YES? – Amwins Account Number:

Physical Address:

City:

State:

ZIP:

Section 2: Bank Information

Bank Name:

Contact Name

Title:

Phone:

Address:

City:

State:

Zip:

Bank Account Number:

Bank Routing/Transit Number:

Please attach a voided check or MICR code sheet from the bank with this ACH Authorization form. In addition, MediBank/MBIBenefits will submit a \$1.00 pre-note debit to the above mentioned account.

The FSA/HRA Bank Account must be a checking account that includes overdraft protection. If a transaction is returned for insufficient funds, a \$25.00 fee will be assessed for each attempt.

Section 3: Banking Process

Debit Card Transactions (POS)

- Debit Card swipes are settled within 1-3 business days after the debit card is used.
- Funds are withdrawn from the bank account listed above for all transactions settled on that date.
- "Daily Activity Statement" email is sent to administrative contact listed on the Advantage HRA Group Agreement. This email informs the employer of the funds being withdrawn from the account above.
- These transactions will appear on your monthly bank statement as MediBank or MBIBenefits

Manual Claims

- Manual claims received at GBS are processed daily and checks/EOB's are mailed each Monday.
- Employers will receive a weekly Manual Claim Reimbursement Report for the total amount of manual checks being dispersed.
- The transactions will appear on your monthly bank statement as Amwins..

Section 4: Authorization

I hereby authorize MediBank/MBIBenefits and Amwins Connect Administrators, to initiate ACH (Automatic Clearing House) fund transfers from the bank account identified above. The purpose of these fund transfers is to pay for eligible FSA/HRA expenses provided by the Employer's FSA/HRA Plan as defined by the signed Amwins FSA/HRA Group Agreement date _____.

All Point of Sale (POS) debit card transactions and funds for manual claims will be deducted via ACH directly from this bank account.

Authorized Individual Name : _____ Title: _____ Date: _____

Employer Name (printed): _____ Signature: _____

Section 5: No Banking/ACH Changes Authorization

I acknowledge that I am an existing Amwins FSA/HRA Plan client and there are no banking changes to report since last year. My previous year's ACH Form remains in effect for this year's renewal.

Authorized Individual Name: _____ Title: _____ Date: _____

Employer Name (printed): _____ Signature: _____

Printed Broker Name: _____ Broker Signature: _____ Date: _____