

**SUMMARY OF MATERIAL MODIFICATION  
TO THE  
MONROE COMMUNITY COLLEGE FLEXIBLE SPENDING ACCOUNT  
SUMMARY PLAN DESCRIPTION**

This Summary of Material Modification describes changes to the Summary Plan Description for the Monroe Community College Flexible Spending Account (the "Plan"). These changes are required in order for the Plan to continue in compliance with the health care reform law (the "Affordable Care Act"). All of these changes are effective as of the Plan Year beginning on January 1, 2014, and do not affect the terms and provisions of the Plan in effect during any prior Plan Year. After reading this Summary of Material Modification, you should attach it to your copy of the Summary Plan Description.

**Summary of Material Modifications**

**Condition for Participation**

No employee may participate in the Health Care Expense Account portion of the Plan unless he is among the employees to whom the Employer makes available group health plan coverage which meets certain requirements under the Affordable Care Act ("ACA").

**Participation Date**

A full-time employee who satisfies the Plan's substantive eligibility requirements (including the requirements described above) can commence participation in the Plan on the first day of the month coinciding with or following the date he satisfies the requirements. A substantive eligibility requirement is a requirement that is not based solely on the lapse of a time period (e.g., length of employment) or some other requirement that has the same effect.

**Health Care Expense Account Carry Over**

There shall be no grace period for payment or reimbursement of health care expenses from participants' Health Care Expense Accounts for any Plan Year beginning on or after 12/31/2013.

Any contributions that remain credited to a participant's Health Care Expense Account as of the end of any Plan Year beginning on or after 12/31/2013 (after payment of all timely and valid claims made on his Health Care Expense Account incurred during such Plan Year) shall be carried over into his Health Care Expense Account (and be available for payment or reimbursement of health care expenses incurred in) the following Plan Year; provided that: (i) he is a participant the following Plan Year; and (ii) no more than \$500 may be carried over into the following Plan Year.

**AMENDMENT  
TO THE  
MONROE COMMUNITY COLLEGE FLEXIBLE SPENDING ACCOUNT**

Monroe Community College Flexible Spending Account is amended, as set forth below. This Amendment shall be effective as of the first day of the Plan Year beginning on January 1, 2014, and shall not affect the terms, provisions and operation of the Plan in effect during any prior Plan Year.

1. No Employee may participate in the Health Care Expense Account portion of the Plan unless he is among the Employees to whom the Employer makes available group health plan coverage that provides benefits other than excepted benefits described in Treas. Reg. Section 54.9831-1. This Section is intended to comply, and shall be interpreted in a manner consistent, with U.S. Department of Labor Technical Release 2013-03 and Internal Revenue Service Notice 2013-54, and any subsequent Department of Labor or Internal Revenue Service regulations or other guidance relating to the requirements for health flexible spending accounts to be exempt from the market reform requirements of the Patient Protection and Affordable Care Act.
2. An Employee who satisfies the Plan's substantive eligibility requirements (including the requirements described in Section 1 of this Amendment) can commence participation in the Plan on the first day of the month coinciding with or following the date he satisfies all applicable requirements. For purposes of this Section, a substantive eligibility requirement is a requirement that is not based solely on the lapse of a time period (e.g., length of employment) or some other requirement that has the same effect.
3. There shall be no Grace Period for payment or reimbursement of health care expenses from Participants' Health Care Expense Accounts for any Plan Year beginning on or after 12/31/2013.

Any Contributions that remain credited to a Participant's Health Care Expense Account as of the end of any Plan Year beginning on or after 12/31/2013 (after payment of all timely and valid claims made on his Health Care Expense Account incurred during such Plan Year) shall be carried over into his Health Care Expense Account (and be available for payment or reimbursement of health care expenses incurred in) the following Plan Year; provided that: (i) he is a Participant the following Plan Year; and (ii) no more than \$500 may be carried over into the following Plan Year.

All terms in this Amendment (whether or not capitalized) shall be interpreted in a manner consistent with the manner such terms in other Plan provisions are interpreted (whether or not capitalized). Except as amended by this document, all terms and provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Monroe Community College**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Monroe Community College Flexible Spending  
Account