

Amendment To The Colgate University Flexible Benefits Plan

WHEREAS, Colgate University (the “**Company**”) sponsors the Flexible Benefits Plan (the “**Plan**”).

WHEREAS the Company has reserved onto itself the right to amend the Plan;

WHEREAS, the officers of the Company, being duly authorized to amend the Plan, deem it in the best interest of the Plan to amend the Plan to adopt certain permitted changes to the plan pursuant to H.R. 133, The Consolidated Appropriations Act, 2021, IRS Notice 2021-15, IRS Announcement 2021-7, and H.R. 1319, The American Rescue Plan Act of 2021, as applicable.

WHEREAS, except as otherwise provided herein, these changes are permitted for the 2020 and 2021 Plan Years only, unless otherwise extended by the Plan Administrator pursuant to applicable law.

NOW THEREFORE, effective as of January 1, 2020, the Plan is hereby amended as follows:

3.6A May I Make Other Changes to My Elections?

This subsection applies only with respect to the following group health plans/benefit options: Excellus BlueCross BlueShield BluePPO Plans

ii) From March 26, 2021 through April 9, 2021, 2021, even if you don’t experience a status change event listed in Section 3.6 of the Plan, if you are eligible for the Plan you may make up to 1 prospective change(s) to your Health FSA elections as follows:

- a. Make a new election;
- b. Revoke your current election on a prospective basis;
- c. Increase your election on a prospective basis, subject to applicable annual limits for the current Plan Year;
- d. Decrease your election on a prospective basis, subject to the minimum contribution limits permitted under the Plan, if any, except that elections may not be reduced to an amount less than what has already been reimbursed under the Plan as of the date the election is reduced.

(iii) From March 26, 2021 through April 9, 2021, 2021, even if you don’t experience a status change event listed in Section 3.6 of the Plan, if you are eligible for the Plan you may make up to 1 prospective change(s) to your Dependent Care FSA elections as follows:

- a. Make a new election;

- b. Revoke your current election on a prospective basis;
- c. Increase your election on a prospective basis, subject to applicable annual limits for the current Plan Year;
- d. Decrease your election on a prospective basis, subject to the minimum contribution limits permitted under the Plan, if any, except that elections may not be reduced to an amount less than what has already been reimbursed under the Plan as of the date the election is reduced.

If you decrease your **Health FSA and Dependent Care FSA** election, you are not entitled to a refund of any contributions already made. Additionally, if you revoke your election, the amount you already contributed to the **Health FSA and Dependent Care FSA** prior to the revocation **may remain available to reimburse applicable expenses incurred for the rest of the plan year.**

6.2 Who Is Eligible For A Dependent Care FSA?

An “eligible dependent” must live in your home and be one or more of the following:

- i) a dependent (as defined under Section 152 (a) (1) of the Internal Revenue Code of 1986, as amended (the “Code”)) of the Participant who is under age 14 and with respect to who the Participant is entitled to an exemption under Section 151 (c) of the Code.
- ii) a dependent (as defined under Section 152 (a)(1) of the Code or spouse of the Participant who is physically or mentally incapable of caring for himself/herself and who has the same principal place of abode as the Participant for more than one-half of the taxable year.

If your dependent turned age 13 in 2020, you may continue to use any funds available to you after the end of the 2020 Plan Year (i.e., during the 2021 Plan Year) pursuant to any carryover or grace period, if applicable.

If your dependent turned age 13 in 2021, you may continue to use any funds available to you after the end of the 2020 Plan Year (i.e., during the 2021 Plan Year) pursuant to any carryover or grace period, if applicable.

6.3 What Limits Apply?

There is a **\$10,500 limit** per family, except that if you are married and file separate tax returns, the limit is **\$5,250 per person**. The limit applies on a calendar year basis. In addition, for each Plan Year, you are not entitled to any DCFSA reimbursement in excess of your taxable compensation or your spouse’s taxable compensation. **The minimum amount you can elect to contribute to your DCFSA is \$150 annually.**

8.1 What Happens If Your Employment Is Terminated During The Plan Year?

As set forth in Section 11.2, if your participation in the Plan is terminated during calendar year **2020 and 2021** and you have any unused benefits on the date of your termination or last payroll deduction, whichever occurs later, you will remain eligible for reimbursement for qualifying medical expenses from those unused funds provided that you make proper claims for reimbursement within the time limits for filing claims under the Plan.

11.2 Filing a Claim

Health Flexible Spending Account

All claims for reimbursement from your Health FSA for the 2020 Plan Year must be submitted within **90** days from the end of the **twelve (12)** month grace period following the end of the 2020 plan year. All claims from your Health FSA elections for the 2021 Plan Year must be submitted within **90** days from the end of the **twelve (12)** month grace period following the end of the 2021 plan year.

All claims for reimbursement from your Health FSA for the 2021 Plan Year must be submitted within **90** days from the end of the **twelve (12)** month grace period following the end of the 2020 plan year. All claims from your Health FSA elections for the 2021 Plan Year must be submitted within **90** days from the end of the **twelve (12)** month grace period following the end of the 2021 plan year.

In the event that your participation in the Plan is terminated during the **2020 or 2021** Plan Year, and you have any unused benefits on the date of your termination or last payroll deduction, whichever occurs later, you will remain eligible for reimbursement for qualifying medical expenses from those unused funds provided that you make proper claims for reimbursement within the time limits for filing claims under the Plan.

Dependent Care Flexible Spending Arrangement

All claims for reimbursement from your Dependent Care FSA elections for the 2020 Plan Year must be submitted within **90** days following the end of the **twelve (12)** month grace period following the end of the 2020 plan year. All claims from your Dependent Care FSA elections for the 2021 Plan Year must be submitted within **90** days following the end of the **twelve (12)** month grace period following the end of the 2021 plan year.

12.2 Filing A Health Care Claim

All claims for reimbursement from your Health FSA elections for the **2020** Plan Year must be submitted by the 90th day from the end of the twelve (12) month grace period following the end of the 2020 plan year. **In the event that your participation in the Plan is terminated during the 2020 Plan Year and you have any unused benefits on the date of your termination or last payroll deduction, whichever occurs later, you will remain eligible for reimbursement for qualifying medical expenses from those unused funds provided that you make proper claims for reimbursement within the time limits for filing claims under the Plan.** The Plan Administrator

provides forms for filing claims and authorized representative designations under the Plan that must be filed in writing.

Appendix B — Qualifying medical expenses for employees who ARE NOT enrolled in the Health Savings Account medical option (See Appendix C if you are enrolled in a Health Savings Account medical option)

Under the Plan, you will be reimbursed only for those types of medical expenses normally deductible on your federal income tax return (without regard to the 10% of adjusted gross income limitation). They include, for example, expenses you have incurred for:

- (x) personal protective equipment, such as masks, hand sanitizer and sanitizing wipes, for the primary purpose of preventing the spread of the Coronavirus Disease 2019.

In all other particulars, the Plan shall remain as otherwise communicated prior to this Amendment.

IN WITNESS WHEREOF, the Plan Sponsor has caused the Plan to be amended by its duly authorized officer on this 29th day of October, 2021.

Amy F. Ryan, Director of Benefit and Employee Wellness
_____, Title