

Amendment to City of Wichita Cafeteria Plan

This Amendment to City of Wichita Cafeteria Plan (“the Plan”) is adopted by City of Wichita (“Employer”), effective as of January 1, 2024.

The Plan is amended as follows:

- A. The **Title Page**, in part, shall read as follows:

Amended Plan Effective January 1, 2024.

- B. **Section 1.1, Establishment of the Plan**, the last sentence shall read as follows:

This Plan Document amends the City of Wichita Cafeteria Plan (the “Plan”), which was originally effective on January 1, 1998 (the “Effective Date”). This amended Plan is effective January 1, 2024.

- C. **Section 2, General Information** shall read, in part, as follows:

Plan Effective Date	Original Plan Effective Date: January 1, 1998
	Amended Plan Effective Date: January 1, 2024

- D. The **Glossary**, the listed definitions shall read as follows:

Effective Date of the original Plan shall be January 1, 2024. Effective Date of this amended Plan shall be January 1, 2024.

- E. **Health Flexible Spending Account With Carryover Schedule B, Maximum and Minimum Benefits Section**, the **Maximum and Minimum Dollar Limits** subsection shall read as follows:

- **B.4 Maximum and Minimum Dollar Limits.** The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any Period of Coverage shall be Three Thousand and Fifty Dollars (\$3,050.00) plus the Participant’s **Health FSA** Carryover Amount. For any Plan Year, a Participant may not elect **Health FSA** Salary Reduction contributions in excess of the maximum dollar limit permitted under health care reform as adjusted for inflation pursuant to Code §125(i). The Participant’s **Health FSA** Carryover Amount shall not reduce the annual benefit amount eligible for election by the Participant in any Period of Coverage. The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any Period of Coverage shall be the lesser of: the Participant’s **Health FSA** Carryover Amount; or One Hundred and Thirty Dollars (\$130.00).

- **B.6 Health FSA Carryover Amount; Forfeiture Of Account Balance in Excess of Carryover**

Health FSA Carryover Amount. Notwithstanding Section 5.3, a Participant is entitled to carry over Unused **Health FSA** Balance remaining as of the end of a given Plan Year, determined as of 60 days following the end of the Plan Year to pay Health Care Expenses incurred in the succeeding Plan Year without having to enroll during the Open Enrollment Period subject to the following conditions below.

The **Health FSA** Carryover Amount allowed shall be the lesser of:

- If the Participant does not re-enroll during the Open Enrollment Period, that Participant’s **Health FSA** Carryover Amount allowed shall be the lesser of:

- Six Hundred and Ten Dollars (\$610.00); or
- The Participant's Unused **Health FSA** Balance remaining so long as their Unused **Health FSA** Balance is Fifty Dollars (\$50.00) or more.
 - If such Unused **Health FSA** Balance is Forty-Nine Dollars and Ninety-Nine Cents (\$49.99) or less, that Participant shall forfeit all rights with respect to their Unused **Health FSA** Balance.
- If the Participant re-enrolls during the Open Enrollment Period, that Participant's **Health FSA** Carryover Amount allowed shall be the lesser of:
 - Six Hundred and Ten Dollars (\$610.00) or
 - The Participant's Unused **Health FSA** Balance remaining.

A Participant may elect to waive or decline any unused amount of the **Health FSA** Carryover Amount prior to the end of the current Plan Year by providing written notice to the Plan Administrator.

The Participant shall forfeit all rights with respect to any Unused **Health FSA** Balance in excess of Six Hundred and Ten Dollars (\$610.00).

If a Participant fails to complete a Salary Reduction Agreement within the Open Enrollment Period for the succeeding Plan Year as described in the Elections paragraphs as discussed in Section 5 for the **Health FSA**, the Participant retains all rights with respect to any **Health FSA** Carryover Amount from the preceding Plan Year so long as their Unused **Health FSA** Balance is Fifty Dollars (\$50.00) or more, but may not make new elections unless that Participant experiences an event permitting an exception to the Irrevocability Rule under Section 6.

Use of Forfeitures. All forfeitures under this Plan shall be used as follows:

First, to offset any losses experienced by Employer during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the Contributions paid by such Participant through Salary Reductions;

Second, to reduce the cost of administering the **Health FSA** during the Plan Year or the subsequent Plan Year; and

Third, to provide increased Benefits or compensation to all Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with prevailing IRS guidance.

To evidence City of Wichita's adoption of this Amendment to the City of Wichita Cafeteria Plan, City of Wichita has signed this Amendment on this ____ day of _____, 20__.

City of Wichita

By: _____

Its: _____

Attest: _____

Its: _____