

**FRANKLIN COUNTY COOPERATIVE HEALTH IMPROVEMENT PROGRAM
ADOPTION ASSISTANCE PROGRAM THROUGH MAVEN WALLET**

PROGRAM DESCRIPTION AND EMPLOYEE NOTIFICATION

Effective Date 01/01/2023
Updated for 01/01/2024
Updated for 01/01/2025

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Effective January 1, 2023

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Section 1.

Name, Purpose, Effective Date, and Program Year

- (a) Franklin County Cooperative Health Improvement Program (the “Company”) hereby establishes; effective January 1, 2023, a program for the provision of adoption assistance for the exclusive benefit of eligible Employees of the Employer, which shall be known as the Franklin County Cooperative Health Improvement Program Adoption Assistance Program through Maven Wallet (the “Program”).
- (b) This Program is designed to furnish adoption assistance in the form of cash reimbursements for Covered Expenses. It is the intention of the Employer that the Benefits paid under the Program will be excludable from employees’ income for federal income tax purposes to the full extent permitted under Code Section 137.
- (c) The effective date of the Program shall be January 1, 2023. The Program will only reimburse Covered Costs incurred on or after the Program’s effective date or after an Employee’s health plan effective date, whichever comes later.
- (d) The records of the Program shall be kept based on a Program Year that is January 1 - December 31, with records being stored according to benefit payment date.

Section 2.

Definitions

The terms used herein shall have the following meanings, unless a different meaning is clearly required by the context:

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- (a) “Benefits” means reimbursement of the Covered Costs incurred by a Participant for adoption expenses pursuant to the provisions of Section 4 hereof.
- (b) “Code” shall mean the Internal Revenue Code of 1986, as now in effect or as it may be amended hereafter, and includes any regulations or rulings issued thereunder.
- (c) “Company” shall mean the Franklin County Cooperative Health Improvement Program.
- (d) “Covered Costs” means all reasonable and necessary adoption fees, adoption agency fees, court costs, attorney’s fees, traveling expenses (including amounts expended for lodging and excluding amounts expended for food) while away from home, and other expenses that are directly related to, and the principal purpose of which is for, the legal adoption of an Eligible Child by a Participant. Covered costs do not include costs: (i) that violate state or federal law; (ii) for a surrogate parent arrangement; (iii) expenses for the biological parents; (iv) voluntary donations or contributions to an adoption agency; (v) costs to obtain legal guardianship or custody of a child that are not connected with the child’s legal adoption; (vi) paid using funds received from a local, state, or federal program or other source; (vii) for which a credit is undertaken under Code Section 23; or (viii) for which a credit or deduction is available under any other income tax provision. The Company or Program has discretion to determine whether an expense is considered a Covered Cost. (Employees who adopt a special-needs child, as defined in the Instructions to IRS Form 8839, may be able to exclude from income certain amounts in addition to the actual qualified adoption expenses they pay or incur, even though the Program does not reimburse those so-called "deemed expenses". For instructions about how to take that exclusion, see the Instructions to IRS Form 8839.)
- (e) “Child” is any individual who, at the time the covered cost is incurred, is (i)(1) under the age of 18, or (2) is physically or mentally incapable of caring for himself or herself.
- (f) “Employee” means any individual employed by a participating Employer and enrolled in the Employer health plan. Dependents are not eligible to participate. True
- (g) “Employee Household” means dependent individuals under the age of 26, spouses, or domestic partners who are enrolled in the health plan.
- (h) “Employer” means the agencies employing individuals that participate in the Program. If an Employer joins the Cooperative, employees enrolled in the Employer health plan, will be eligible for this benefit on the first day of healthcare coverage. If an Employer leaves the Cooperative, employees will no longer be eligible for this benefit and related reimbursements effective on the last day of healthcare coverage.
- (i) “Participant” means any Employee who has satisfied the eligibility requirements of Section 3b hereof.

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- (j) “Program” means the Franklin County Cooperative Health Improvement Program Adoption Assistance Program through Maven Wallet.
- (k) “Program Administrator” means Maven
- (l) “Program Sponsor” means the Franklin County BOC
- (m) “Program Year” means the twelve (12) month period beginning on January 1 and ending on December 31.

Section 3.

Eligibility

- (a) Every Employee household who is eligible to receive Maven Wallet Benefits according to the terms of their most recent healthcare Summary Plan Document in effect on or after their effective date of health plan coverage. Each household is eligible to receive a lifetime maximum amount of Benefits up to \$30,000. Each household only receives one Maven Wallet which will be registered in the name of the covered employee. The Maven Wallet must be initiated by the employee, and all submitted expenses must also reflect the employee’s name.
- (b) An Employee who terminates or is discharged from employment with the Employer will cease being a Participant in the Program on the last date of healthcare coverage.
- (c) If both parents are Employees of the Employer, the maximum lifetime reimbursement for Benefits remains \$30,000.00 (not \$60,000) with certain tax exemptions per eligible adopted child, as allowed by the IRS under this Program, subject to change annually.

Section 4.

Benefits

- (a) Every Participant in the Program shall be eligible to receive Benefits under the Program in reimbursement for up to \$30,000.00 of Covered Costs incurred on or after January 1, 2023, with maximum tax exemption per eligible adopted child, as allowed by the IRS under this program, subject to change annually, while he or she was a Participant in the Program, with respect to the final adoption of a child under the age of 18; however, Benefits may be available if an adoptee 18 or older is deemed “special needs” by the state/country in which the adoption takes place and is unable to care for himself or herself. No Benefits shall be payable to a Participant until the adoption has been finalized beyond exceptions outlined in Section 6.A.iv.a of this document. The Program may recover any overpayments or payments made in error through whatever means are available to the Program at the Programs sole discretion.
- (b) If a Participant ceases participation in the Program for any reason:

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- (i) No Benefits shall be paid to the former Participant for expenses incurred after the date of such termination of healthcare benefits; and
 - (ii) Requests for Benefits may be made after the date of healthcare benefits termination for Covered Costs incurred prior to such date, in accordance with the claim's procedure set forth in Section 6.
- (c) In no event shall a Participant be entitled to receive any Benefit under the Program in lieu of cash or any other taxable compensation he or she might otherwise be entitled to receive from the Employer.
- (d) The Program is intended not to discriminate in favor of highly compensated employees (as defined in Code Section 414(q)) as to eligibility to participate or Benefits distribution, and to comply in this respect with the requirements of Code Section 137(c)(2) (which cross references the requirements of Code Sections 127(b) (2) and (3)). If, in the judgment of the Program Administrator or the Program Sponsor, the operation of the Program in any calendar year would result in such discrimination, then the Program Administrator shall select and exclude from participation in the Program such employees as shall be necessary to ensure that, in the judgment of the Program Administrator, the Program does not discriminate.
- (e) Benefits under this Program are designed to be excludable from federal income tax under Code Section 137 under certain circumstances. However, benefits are subject to Federal Insurance Contributions Act ("FICA") and Federal Unemployment Tax Act ("FUTA") taxes, state taxes and may be subject to local taxes. In the case of reimbursed expenses, any FICA and FUTA taxes required to be withheld from Benefits under this Program shall be deducted from those Benefits. The Company will report all qualifying adoption expenses paid or reimbursed under the Program for each Employee for the year on the Employee's Form W-2. The Internal Revenue Service offers Tax information related to Adoption Programs in their publication *Topic No. 607, Adoption Credit and Adoption Assistance Programs*, which can be found at <https://www.irs.gov/taxtopics/tc607>. However, it is ***strongly recommended*** that you consult with your personal tax advisor to discuss your specific tax implications related to this benefit. The Program is not responsible for any unintended tax concerns associated with this request for reimbursement of surrogacy and/or adoption expenses.

If any Benefit under this Program becomes subject to federal income taxes, whether because of nondiscrimination test, income limitation tests, or payment of benefits in excess of statutory limits, any federal income tax withholding owed with respect to the taxable portion of any Benefit shall be deducted from the Employee's other compensation in the same calendar year in which the Benefit is provided.

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Section 5.

Funding

The Company shall contribute the amount required to pay Benefits under this Program out of the general assets of the Company at the time such Benefits are to be paid. Benefits shall be paid to or on behalf of any Participant upon the submission and approval of a claim for benefits pursuant to the claim procedures set forth in Section 6.

Section 6.

Claims and Appeal Procedures

(a) A Participant desiring to receive a Benefit under the Program shall submit a formal request for such Benefit according to instructions given in the designated online portal no later than 90 calendar days after the adoption has been finalized. Such request shall provide at a minimum the following information:

- (i) the Participant's name, Social Security Number, address, and agency, office location;
- (ii) the name and date of birth of the Child(ren);
- (iii) a description of the adoption expense or expenses that the Participant has incurred; and
- (iv) the date and cost of such services, including itemized bills or receipts substantiating the amount and nature of the expenses, evidence of payment of such expense paid by the employee; and
- (v) a copy of the final decree of adoption, with the Employee identified as an adoptive parent.

a. In cases where a technicality, beyond the control of the Participant, prevents the adoption from being finalized, Participants may request reimbursement for expenses incurred and they may be considered for reimbursement as a benefit outside of the qualified adoption assistance program. The expenses will not be eligible for any tax exemption.

Requests for reimbursement not submitted within 90 calendar days following the date the adoption becomes final will not be considered. In addition, to be eligible for reimbursement of Covered Costs, a Participant must be an Employee of the Employer on the date the adoption becomes final and submitted expenses must have been incurred while the Participant was enrolled in the health plan. If a paycheck containing adoption reimbursement funds is returned as

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undeliverable, or not cashed within 1 year after it is issued, the reimbursement will follow current payroll and accounting policies and applicable local, state, and federal regulations for uncashed payroll checks law.

(b) If a claim is wholly or partially denied, notice of the decision, in accordance with subsection (c) below, shall be furnished to the claimant within a reasonable period, not to exceed 30 days after receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 30-day period. In no event shall such extension exceed a period of 90 days from the date of receipt of the claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date on which a decision is expected.

(c) The Program Administrator or its designee shall explain to every claimant who is denied a claim for Benefits, in a manner calculated to be understood by the claimant, the following:

- (i) a specific reason or reasons for the denial; and
- (ii) specific reference to pertinent Program provisions upon which the denial is based; and
- (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (iv) an explanation of the Program's claims review procedure, as set forth in subsections (d) and (e) hereof.

(d) The purpose of the review procedure set forth in this section is to provide a procedure by which a claimant, under the Program, may have reasonable opportunity to appeal a denial of a claim to the Cooperative for a full and fair review. To accomplish that purpose, the claimant (or a duly authorized representative) may:

- (i) request a review of a denied claim; and
- (ii) review pertinent Program documents; and
- (iii) submit issues and comments in writing.

A claimant (or a duly authorized representative) shall request a review by filing a written application for review with the Cooperative at any time within 60 days after issuance of written notice of the denial of a claim.

(e) Decision on review of a denied claim shall be made in the following manner:

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- (i) The decision on review shall be made by the Cooperative or its designee within 60 days of receiving the request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than 180 days after receipt of the request for review. If such an extension of time for review is required, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.
- (ii) The decision on review shall include specific reasons for the decision, explained in a manner calculated to be understood by the claimant, and specific references to the pertinent Program provisions on which the decision is based.
- (iii) If the decision on review is not furnished within the time set forth in paragraph (i), the claim shall be denied on review.
- (iv) If dispute arises with respect to any matter under this Program, the Cooperative may refrain from taking any other or further action in connection with the matter involved in the controversy until the dispute has been resolved.

Section 7.

Amendment or Termination

- (a) Right to Amend. The Company, shall have the right at any time to: (i) amend, or modify the Program; but in no event shall any such amendment or modification prejudice any submitted claim or benefit under the Program which was incurred but not paid prior to the amendment or modification; and (ii) delegate to the Assistant Director of Human Resources the authority (a) to make any Program amendment required to bring the Program into conformity with law or regulation; and (b) to amend the Program provided such amendments are not considered material because the financial exposure to either the Program or to the Company is not material and there is no change in the participants' benefits or any change is immaterial and/or the change is to the administrative provisions of the Program, such as claims processes or allocation of responsibilities for administering various aspects of the Program.
- (b) Right to Terminate. The Company, through the Assistant Director of Human Resources, shall have the right at any time to terminate the Program in whole or in part.

Section 8.

Miscellaneous

- (a) In the case of appeals and discrepancies, all final decisions in interpreting provisions of the Program shall be the sole discretionary responsibility of the Cooperative, including making eligibility and benefit determinations and making factual determinations in connection with the Program. Any determinations of the Cooperative are final and binding.

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- (b) Nothing contained herein shall impose on any officer or director of the Cooperative any personal liability for any Benefit due an Employee pursuant to this Program.
- (c) Any rules, regulations or procedures that may be necessary for the proper administration or functioning of this Program that are not covered in this Program shall be promulgated and adopted by the Company.
- (d) This Program shall not be deemed to constitute a contract between the Cooperative and any Employee, or to be a consideration or an inducement for the employment of any Employee. This Program shall not be deemed to give any Employee the right to be retained in the service of the Employer, or to interfere with the right of the Employer to discharge any Employee at any time regardless of the effect which such discharge shall have upon such person as a Participant in this Program. This Program shall not be deemed to give the Employer the right to require any Employee to remain in the employ of the Employer, or to restrict any such person's right to terminate his or her employment at any time.
- (e) If any provision of this Program shall be held invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Program, and this Program shall be construed and enforced as if such illegal and invalid provisions had never been included.
- (f) In the construction of this Program, reference to any gender shall include the masculine, feminine and neuter genders, the plural shall include the singular and the singular the plural, whenever appropriate.
- (g) The terms of the Program shall be construed under the laws of Ohio except to the extent such laws are preempted by federal law.

Section 9.

Entire Agreement

This document sets forth the entire Program. Except as provided in this Program, no other employee benefit plan or program which is, or may hereafter be, maintained by the Employer shall constitute a part of this Program.