FLORIDA INSTITUTE OF TECHNOLOGY

HEALTH REIMBURSEMENT ACCOUNT PLAN

As Amended and Restated Effective April 1, 2023

INDEPENDENT COLLEGES AND UNIVERSITIES BENEFITS ASSOCIATION, INC.
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ARTICLE I.
INTRODUCTION

1.1 Establishment of Plan

FLORIDA INSTITUTE OF TECHNOLOGY (the "Employer") has established the FLORIDA INSTITUTE OF TECHNOLOGY Health Reimbursement Account Plan (the "Plan") effective April 01, 2003. This Plan is hereby amended and restated, effective April 01, 2023. This Plan is intended to permit an Eligible Employee to obtain reimbursement of Medical/Dental/Prescription Expenses on a nontaxable basis from his or her HRA Account. This Plan document constitutes the summary plan description, as required by Section 102 of the Employee Retirement Income Security Act of 1974 ("ERISA").

Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

1.2 Legal Status

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Sections 105 and 106 of the Internal Revenue Code of 1986, as amended (the "Code") and the treasury regulations issued thereunder, and as a health reimbursement arrangement ("HRA") within the meaning of IRS Notice 2002-45, and shall be interpreted to accomplish that objective. This Plan is also intended to be an integrated HRA (*i.e.*, the Plan is integrated with the INDEPENDENT COLLEGES AND UNIVERSITIES BENEFITS ASSOCIATION Medical, Behavioral Health, and Prescription Drug Plan, including any riders and amendments thereto (the "ICUBA Medical Plan") with a spend-down feature (*i.e.*, former employees with vested HRA spend down their HRA balance on eligible Medical/Dental/Prescription Expenses until the account balance is .5 ( )0.5u51hR.5u51h

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensation" means the wages or salary paid to an Employee by the Employer.

"Covered Individual" means, for purposes of Article IV, a Participant, Spouse, or Dependent.

"Dependent" means (a) any individual who is a Participant's child as defined by Code Section 152(f)(1) (b) any tax dependent of a Participant as defined in Code Section 105(b) (including a domestic partner if he or she so qualifies), provided, however, that any to whom Code Section 152(e) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calenda and where the parents together provide more than half of the child's support for the calendar year) is treated as a dependent of both parents. Notwithstanding the foregoing, the will IHPA provide Benefits in accordance with the applicable requirements of any qualified medical child support order (a "QMCSO") even if the child does not meet the definition of Dependent.

A Dependent may be one of the persons described below.

1. The legally recognized spouse of a Participant. A spouse that is legally separated or divorced from the Participant shall not be a Dependent, except for purposes of COBR Continuation Coverage.
2. A child who is:
   - A natural child;
   - A legally adopted child, which shall be defined as a child adopted or placed for adoption with the Participant before the child reaches age 18. A child is considered placed for adoption when the Participant provides support and the child resides with the Participant (defined below) in anticipation of adoption. The child's placement fo adoption ends upon the termination of the legal obligation;
   - A stepchild;
   - A child of a Participant required to be covered in accordance with applicable requirements of any Qualified Medical Child Support Order as defined by ERISA Section 609;
   - A child with proof of legal guardianship by the Participant, where the Participant provides Support and the child resides with the Participant;
   - a) A foster child or other child for whom court-ordered temporary or other custody of the Participant;
     or
   - b) A child over age 26 who is continuously incapable [illegible]

Disabled Child" shall mean an unmarried enrolled Dependent child with a mental or physical disability which reaches age 26 when coverage would otherwise end on December 31st following the child's 26th birthday. the Plan will continue to cover the child, as long as:

- the child is unable to be self-supporting due to a mental or physical disability;
- the child depends mainly on you for support;
- you provide to ICUBA proof of the child's incapacity and dependency within 31 days of the date coverage would have otherwise ended because the child reached age 26 during the calendar year; and
- you provide proof, upon ICUBA's request, that the child continues to meet these conditions.

The proof will include a recent examination and certification by the treating physician of a child's continued disability. However, you will not be asked for this information more than once a year. If you do not supply the proof within 30 days, the Plan will no longer pay Benefits for that child.

Coverage will continue, as long as the enrolled Dependent is incapacitated and dependent upon you until coverage is otherwise terminated in accordance with the terms of the Plan.

"Effective Date" of this Plan means April 01, 2003

"Electronic Protected Health Information" has the meaning described in 45 CFR Section 160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

"Eligible Employee" means an Employee eligible to participate in this Plan, as provided in Section 3.1.

"Employee" means an individual whom the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Section 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee by tedloya-o8 iduae 6.35

"FMLA" means the Family and Medical Leave Act of 1993, as amended.

"Health Insurance Plan" means the INDEPENDENT COLLEGES AND UNIVERSITIES BENEFITS ASSOCIATION Medical, Behavioral Health, and Prescription Drug Plans and any riders thereto, and any other plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a self-funded or group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction or revision will be communicated to Participants and will automatically be incorporated by reference under the Plan.

(except as required under any applicable continuation of coverage requirements).

(c) *No Funding Under Cafeteria Plan*. Under no circumstances will the Benefits be funded with salary reduction contributions, employer contributions (including flex credits), or otherwise under a cafeteria plan, nor will salary reduction contributions or employer contributions be treated Employer contributions to the Plan.

5.3 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer or if elected by the Employer, shall be held in trust. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Part or other person shall have any claim against, right to, or security or other interest in any account, any asset of the Employer or the Administrator from which any payment under this Plan may be made.

ARTICLE VI.
HEALTH REIMBURSEMENT BENEFITS

6.1 Benefits

The Plan will reimburse a Participant for Medical/Dental/Prescription Expenses up to the unused amount

tax basis for retiree health coverage, and (C) premiums that a Participant pays on an after tax basis for qualified long-term care insurance.

(d) *Cannot Be Reimbursed or Reimbursable From Another Source*. Medical/Dental/Prescription Expenses may be reimbursed from the Participant's HRA Account only to the extent that the Participant or other individual incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Health Insurance Plan, another insurance, or any other accident or health plan (but see Section 9.6 if the other health plan is a Health FSA). If only a portion of a Medical/Dental/Prescription Expense has been reimbursed elsewhere (e.g., because the Health Insurance Plan imposes copayment or deductible limitations), the HRA Account may reimburse the remaining portion of such expense if it otherwise meets the requirements of this Article V.

6.3 Maximum Benefits.

(a) *Maximum Benefits*. The maximum dollar amount that may be credited to an HRA Account for an Employee who participates in the Plan for the entire 12-month Period of Coverage is set forth in Appendix B hereto. Unused amounts may be carried over to the next Period of Coverage, as provided in Section 5.6.

(b) *Changes*. For stw 2.54 od Plana e 002 Tc -0.501 Tw 3.25135 -2810 (Ud [(as)5.7 (SPD 0 Tw

Vested HRA Account shall be available to reimburse Medical/Dental/Prescription Expenses A Participant's Terminated Vested HRA Account, if any, shall be debited an administrative fee at the beginning of each month, starting with the first month that he or she ceases to be an Eligible Employee. Such administrative fee shall be determined by the Admin1 (l)6.9 (i)-3.5 (g)1

the periods prescribed by COBRA (subject to all conditions and limitations under COBRA) so long as the Qualified Beneficiaries make a COBRA election to continue participating in the ICUBA Medical Plan Benefit Option. However, in the event that such coverage is modified for all similarly situated

access PHI to another person authorized to access PHI at the same covered entity or business associa organized healthcare arrangement and the information received is not further used or disclosed in a manner permitted under the Privacy Rule; or (3) a disclosure of PHI where a covered entity or business associate good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) Breach Notification Rule means the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.

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Employees shall be restricted from the administration functions that the Employer performs on behalf of the Plan pursuant to Section 10.4.

(a) Employer employees who perform the following functions on behalf of the Plan are Responsi Employees: (1) claims determination and processing functions; (2) Plan vendor relations functions; (3) be education and information functions; (4) Plan administration activities; (5) legal department activities; (6)

the Participant's Spouse's or Dependent's health care or payment for the Participant's Spouse's or Dependent's health care, or to notify a Participant's Spouse's or Dependent's family in the event of an emergency or disaster relief situation;

(g) uses and disclosures to comply with workers' compensation laws;

(h) uses and disclosures for legal and law enforcement purposes, such as to comply with a court order;

(i) disclosures to the Secretary of Health and Human Services to demonstrate the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;

(j) uses and disclosures for other governmental purposes, such as for national security purposes;

(k) uses and disclosures for certain health and public safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;

(l) uses and disclosures to identify a decedent or cause of death, or for tissue donation purposes;

(m) uses and disclosures required by other applicable laws; and

(n) uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508.

7.5 Prohibited Uses and Disclosures

Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health Information is prohibited in the following situations:

(a) *Genetic Information*. Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term underwriting purposes

(b) to take reasonable steps to ensure that any agents to whom the Employer provides PHI Electronic PHI received from the Plan agree: (1) to the same restrictions and conditions that apply to the Em with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect Electronic PHI;

(c) not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer other than another Health Plan;

(d) to report to the Plan any use or disclosure of PHI, including Electronic PHI, that is inconsiste with the uses or disclosures described in Section 7.4, or any Security Incident, of which the Employer bec aware;

(e) to make available PHI for inspection and copying in accordance with 45 CFR §164.524;

(f) to make available PHI for amendment, and to incorporate any amendments to PHI, i accordance with 45 CFR §164.526;

(g) to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

(h) to make its internal practices, books, and records relating to the use and disclosure of PHI a Electronic PHI, received on behalf of the Plan, available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, o Security Rule;

(i) if feasible, to return or destroy all PHI and Electronic PHI received from the Plan that th Employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer ne for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit uses and disclosures to those purposes that make the return or destruction of PHI infeasible and Electronic PHI;

(j) to take reasonable steps to ensure that there is adequate separation between the Plan and t Employer activities in its role as Plan sponsor and employer, and that such adequate separation is suppo by reasonable and appropriate security measures; and

(k) to implement administrative, physical, and technical safeguards that reasonably an appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer cr receives, maintains, or transmits on behalf of the Plan.

7.7 Mitigation

In the event of noncompliance with any of the provisions set forth in this Article:

(a) The HIPAA privacy official or security official, as appropriate, shall address any complai promptly and confidentially. The HIPAA privacy official or security official, as appropriate, first will investigate the complaint and document the investigation efforts and findings.

(b) If PHI, inclu(,)0.8n g /TT1 17 f m8o 0.447 Tctronn g /6 (c)5.8 ( )10.8 (P)7.4 (HI)0.8 (,)0.9 (ha

(c) If a Responsible Employee or other

9.8 Interface Contacts

tax purposes and to notify the Administrator if that Participant has any reason to believe that such payment is not so excludable.

10.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan that are not excludable from income as a tax and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and hold harmless the Employer reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

10.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant or any other method and shall not be subject to claims by the Participant by anyprocess whatsoever.

HRAs can spend down their HRA balance on eligible Medical/Dental/Prescription Expenses until the HRA balance is exhausted).

_____: The plan year is April 1 through March 31.

_____: The plan number is 519

_____: The effective date of the Plan is April 01, 2003.

_____: The HRA is paid for by the Employer out of the Employer assets unless the Employer has otherwise elected [illegible]

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ER provides that all plan participants shall be entitled to:

> Examine, without charge, at the Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of t latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
>
> Obtain, upon written request to the Administrator, copies of documents governing the operat of the Plan, including insurance contracts and copies of the latest annual report (Form 55 Series) and updated summary plan descriptions (SPD). The Administrator may make a reasonable charge for the copies.
>
> Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared (the Administrator is required by law to furnish each Participant a copy of this summary annual report).

You are entitled to continue health care coverage under COBRA for yourself, your Spouse, or y Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You, your Spou your Dependents may have to pay for such coverage. Review the documents governing the Plan on the rules governing your COBRA continuation rights.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who responsible for the operation of the employee benefit plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and benefic No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For ins if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and receive them within 30 days, you may file suit in a federal court. In such a case, the court may require Administrator to provide the materials and pay you up to $110 per day until you receive the materials unless the materials were not sent because of reasons beyond the control of the administrator. If you have a clai benefits, which is denied or ignored in whole or in part, and if you have exhausted the claims procedure ava to you under the Plan, you may file suit in a state or federal court. In addition, if you disagree with the P decision or lack thereof regarding the qualified status of a medical child support order, you may file suit in f court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a f court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Administrator. If you have questio about this statement or about your rights under ERISA, or if you need assistance in obtaining documents fro

Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the FLORIDA INSTITUTE OF TECHNOLOGY Health Reimbursement Account Plan, FLORIDA INSTITUTE OF TECHNOLOGY has caused this Plan to be executed in its name and on its behalf, on this ___day of _____, 202_.

Date: _____ By: _____

Its: _____

APPENDIX A

RELATED EMPLOYERS THAT HAVE ADOPTED THIS PLAN,
WITH THE APPROVAL OFFLORIDA INSTITUTE OF TECHNOLOGY

No Related Employers have adopted this Plan. FLORIDA INSTITUTE OF TECHNOLOGY is the only employer participating in this Plan.

APPENDIX B

MAXIMUM BENEFITS

The maximum dollar amount FLORIDA INSTITUTE OF TECHNOLOGY may

APPENDIX D
APPEALS PROCEDURE

If your claim for Benefits is denied, then you have the right to be notified of the denial and to appeal the d
both within certain time limits. The rules regarding denied claims for Benefits under the Plan are discussed b

A. When do I receive a decision on my claim?

You are entitled to notification of the decision on your claim within 30 days after the Administrator receipt of the claim. This 30-day period may be extended by an additional period of up to 15 days if the extension is necessary due to conditions beyond the control of the Administrator. The Administrator is required to notify you of the need for the extension and the time by which you will receive a determination on your claim. If the extension is necessary because of your failure to submit the information necessary to decide the claim, the Administrator will notify you regarding what additional information you are required to submit, and you will be given at least 45 days after such notice to submit the additional information. If you do not submit the additi information, the Administrator will make the decision based on the information that it has.

B. What information will be in a notice of a denial of a claim for me?

If your claim is denied, the notice that you receive from the Administrator will include the following information:

- Information about your claim, including the date of service, health care provider, claim amount, and any diagnosis and treatment code and their corresponding meanings, to the extent such information is avai
- The specific reason for the denial;
- A reference to the specific Plan provision(s) on which the denial is based;
- Any denial code (and its corresponding meaning) that was used in denying the claim;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary, if ec
- A description of the Plan's internal and external review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) follow a denial on review; and
- If the Administrator relied on an internal rule, guideline, protocol, or similar criteria in making its determination, either a copy of the specific rule, guideline, or protocol, or a statement that such a rule, guideline, protocol, or similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request.

C. Do I have the right to appeal a denied claim?

Yes, you have the right to an internal appeal and, if applicable, an external review to an independent review organization.

D. Do I have to appeal a denied claim before I can go to court?

You will not be allowed to take legal action against the Plan, the Employer, the Administrator, or any other entity

If the internal appeal determination will be based on the medical judgment of a health care professional ret by the Administrator, the health care professional retained for purposes of the internal appeal will not be an individual who was consulted in connection with the determination that is being appealed or any subordina that individual.

H. [When will I be notified of the decision on my internal appeal?

The Administrator must notify you of the decision on your internal appeal within 60 days after receipt of your request for review.

I. What information is included in the notice of the denial of my internal appeal (102ed 3

January 3, 2023, you must appeal the decision by May 3, 2023 (or, if this is not a business day, the next business day thereafter).

M. When will I be notified of the decision on my external appeal?

The external reviewer must notify you and the Administrator of its decision on your external appeal within 45 days after its receipt of your request for external review. The external review decision is binding upon the parties unless other State or Federal law remedies are available. Such remedies may or may not exist. Therefore, unless another legal right exists under your claim, use of the external review process may termi your right to bring a lawsuit on your claim.

APPENDIX E

ELIGIBLE AND INELIGIBLE HEALTH CARE EXPENSE LISTING

ABORTION

You can include in medical expenses the amount you pay for a legal abortion.

ACUPUNCTURE

You can include in medical expenses the amount you pay for acupuncture.

ADOPTION

The cost of the adoption itself is not reimbursable; however, things like physicals for the adoptive parents, adoption counseling, and other health related expenses are reimbursable.

ADULT DIAPERS

Expenses paid for diapers are reimbursable

ALCOHOLISM, DRUG OR SUBSTANCE ABUSE

You can include in medical expenses amounts you pay for an inpatient's treatment at a therapeutic center alcohol addiction. This includes meals and lodging provided by the center during treatment.

You can also include in medical expenses amounts you pay for transportation to and from alcohol recovery support organization (for example, Alcoholics Anonymous) meetings in your community if the attendance is pursuant to medical advice that membership in Alcoholics Anonymous is necessary for the treatment of a disease involving the excessive use of alcohol.

ALLERGY AND SINUS RELIEF

The following are considered reimbursable medical expenses.

- Electrostatic air purifier.
- Home/automobile air conditioners (when the person suffers from allergies).
- Humidifier (when the person suffers from allergies).
- Pillows, mattress covers, etc. to alleviate an allergic condition.
- Special vacuum cleaners for persons with respiratory problems.

ALTERNATIVE PROVIDERS

Expenses paid to alternative providers for homeopathic or holistic treatments or procedures are generally n covered unless to treat a specific medical condition.

AMBULANCE

You can include in medical expenses amounts you pay for an ambulance s

ANNUAL PHYSICAL EXAMINATION

COSMETIC SURGERY

Generally, you can't include in medical expenses the amount you pay for cosmetic surgery. This includes a procedure that is directed at improving the patient's appearance and doesn't meaningfully promote the pro function of the body or prevent or treat illness or disease. You generally can't include in medical expenses amount you pay for procedures such as facelifts, hair transplants, hair removal (electrolysis), and lipos

You can include in medical expenses the amount you pay for cosmetic surgery if it is necessary to improve deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease.

Example. An individual undergoes surgery to remove a breast as part of treatment for cancer. She pays a surgeon to reconstruct the breast. The surgery to reconstruct the breast corrects a deformity directly relate the disease. The cost of the surgery is included in her medical expenses.

COUNSELING

Counseling must be performed to alleviate or prevent a physical or medical defect or illness. Eligibility is determined by the nature of the treatment and not the license of the practitioner.

- Bereavement and grief counseling is eligible.
- Non-licensed therapist counseling is eligible, but it must be for medical care.
- Psychotherapy and psychoanalysis are eligible.
- Telephone consultation costs are eligible.
- Sex therapy costs are eligible, but the cost of a hotel room prescribed by the therapist is not eligible
- Marriage counseling is not eligible.

CPAP

(Sleep Apnea) machine and supplies are reimbursable.

CRUTCHES

You can include in medical expenses the amount you pay to buy or rent crutches.

CUSHIONS

The costs of cushions, including inflatable, are not covered (unless prescribed by a physician to treat a me condition).

DANCING LESSONS, SWIMMING LESSONS, EXERCISE CLASSES, ETC.

The cost of dancing lessons, swimming lessons, exercise classes, etc., are not generally eligible medical expenses, even if they are recommended by a doctor for the general improvement of one s health.

DENTAL TREATMENT

You can include in medical expenses the amounts you pay for the prevention of dental disease. Preventive treatment includes the services of a dental hygienist or dentist for such procedures as teeth cle the application of sealants, and fluoride treatments to prevent tooth decay. Treatment to alleviate dental dis includes services of a dentist for procedures such as X-rays, fillings, braces, extractions, dentures, and other dental ailments.

Services that may be deemed cosmetic such as teeth bleaching, bonding, porcelain veneers, or whitening not eligible for reimbursement.

Water fluoridation units and water piks are eligible as a medical expense if prescribed by a doctor.

DIAGNOSTIC DEVICES

- Ophthalmologist
- Optician
- Orthodontist Optician

See Cosmetic Surgery, earlier.

EYE EXAM

You can include in medical expenses the amount you pay for eye examinations.

EYEGLASSES

You can include in medical expenses amounts you pay for eyeglasses and contact lenses needed for med reasons. See Contact Lenses, earlier, for more information.

EYE SURGERY

You can include in medical expenses the amount you pay for eye surgery to treat defective vision, such as eye surgery or radial keratotomy.

EXERCISE EQUIPMENT

The cost of exercise equipment for general health is not reimbursable. If the equipment is prescribed by a physician as a part of physical therapy to treat specific medical conditions, then the expense is eligible for

See Special Education, later.

LIFETIME CARE—ADVANCE PAYMENTS

You can include in medical expenses a part of a life-care fee or founder's fee you pay either monthly or as a lump sum under an agreement with a retirement home. The part of the payment you include is the amount properly allocable to medical care. The agreement must require that you pay a specific fee as a condition f home's promise to provide lifetime care that includes medical care. You can use a statement from the retiremen home to prove the amount properly allocable to medical care. The statement must be based either on the home's prior experience or on information from a comparable home.

Dependent with disabilities. You can include in medical expenses advance payments to a private institution for lifetime care, treatment, and training of your physically or mentally impaired child upon your death or wh you become unable to provide care. The payments must be a condition for the institution's future acceptan your child and must not be refundable.

Payments for medical care. Generally, you can't include in medical expenses current payments for medical care (including medical insurance) to be provided substantially beyond the end of the year. This ru doesn't apply in situations where future care is purchased in connection with obtaining lifetime care of the t described earlier.

LODGING

You can include in medical expenses the cost of meals and lodging at a hospital or similar institution if a principal reason for being there is to receive medical care. See Nursing Home, later.

You may be able to include in medical expenses the cost of lodging not provided in a hospital or similar institution. You can include the cost of such lodging while away from home if all of the following requiremen are met.

- The lodging is primarily for and essential to medical care.
- The medical care is provided by a doctor in a licensed hospital or in a medical care facility related to, or the equivalent of, a licensed hospital.
- The lodging isn't lavish or extravagant under the circumstances.
- There is no significant element of personal pleasure, recreation, or vacation in the travel away from home.

The amount you include in medical expenses for lodging can't be more than $50 for each night for each pers You can include lodging for a person traveling with the person receiving the medical care. For example, if a parent is traveling with a sick child, up to $100 per night can be included as a medical expense for lodging. Meals aren't included.

You can include in medical expenses amounts paid for qualified long-term care services and certain amounts of premiums paid for qualified long-term care insurance contracts.

QUALIFIED LONG-TERM CARE SERVICES

Qualified long-term care services are necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, rehabilitative services, and maintenance and personal care services (defined later) that are:

-

Note. The limit on premiums is for each person.

Also, if you are an eligible retired public safety officer, you can't include premiums for long-term care insurance if you elected to pay these premiums with tax-free distributions from a qualified retirement plan made directly to the insurance provider and these distributions would otherwise have been included in your income.

MASSAGE THERAPY AND EQUIPMENT

Fees paid for massages and equipment (i.e. massage chair) are not reimbursable unless to treat a physical defect or illness.

MATERNITY CLOTHES

Expenses for maternity clothes are not reimbursable.

MATERNITY SUPPORT

Expenses paid for a maternity support band are reimbursable.

MATTRESS AND MATTRESS BOARDS

Mattresses and mattress boards for the treatment of a specific medical condition are reimbursable.

MEALS

You can include in medical expenses the cost of meals at a hospital or similar institution if a principal reason being there is to get medical care.

You can't include in medical expenses the cost of meals that aren't part of inpatient care. See also Weight-Loss Program and Nutritional Supplements, later.

MEDICAL ALERT PROGRAMS

Expenses incurred to enroll in a medical alert program are reimbursable.

MEDICAL CONFERENCES

You can include in medical expenses amounts paid for admission and transportation to a medical conference if the medical conference concerns the chronic illness of yourself, your spouse, or your dependent. The costs of meals at the medical conference must be primarily for and necessary to the medical care of you, your spouse, or your

You can include in medical expenses the cost of medical care in a nursing home, home for the aged, or sim
institution, for yourself, your spouse, or your dependents. This includes the cost of meals and lodging in the
home if a principal reason for being there is to get care.

Don’t include the cost of meals and lodging if the reason for being in the home is personal. You can, howev
include in medical expenses the part of the cost that is for medical or nursing care.

ORTHODONTIA

- Special Baby Formula: The *cost difference* between protein formulas, soybean formulas, and non-formulas is eligible *if you have an Rx or a certification* from the baby s doctor noting that this particular formula is necessary for the child s well being.
- Wig for hair loss due to any disease is eligible.
- Hospital telephones, TV, newspapers, etc., are not eligible.
- Sanitary napkins are not eligible.

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RADON REMEDIATION

Expenses incurred to remove radon from the residence are reimbursable.

SAVINGS CLUB

Dues to join a club that offers discounts on health items is not reimbursable (i.e. a pharmacy savings club).

SHIPPING CHARGES

Shipping charges incurred when paying for an eligible expense are reimbursable.

SPECIAL EDUCATION

You can include in medical expenses fees you pay on a doctor's recommendation for a child's tutoring by a teacher who is specially trained and qualified to work with children who have learning disabilities caused by mental or physical impairments, including nervous system disorders.

You can include in medical expenses the cost (tuition, meals, and lodging) of attending a school that furnishes special education to help a child to overcome learning disabilities. Overcoming the disabilities must be the primary reason for attending the school and any ordinary education received must be incidental to the special education provided. Special education includes:

- Teaching Braille to a visually impaired person,
- Teaching lip reading to a hearing disabled person, or
- Giving remedial language training to correct a condition caused by a birth defect.

You can't include in medical expenses the cost of sending a child with behavioral problems to a school when the course of study and disciplinary methods have a beneficial effect on the child's attitude if the availability of medical care in the school isn't a principal reason for sending the student there.

SPECIAL FOODS

The costs of special foods and/or beverages – even if prescribed – that substitute for other foods or beverages which a person would normally consume and which satisfy nutritional requirements (such as the consumption of bananas for potassium), are not reimbursable; However, prescribed special foods or beverages are reimbursable if they are consumed primarily to alleviate or treat an illness or disease, and not for nutritional purposes. Special foods and beverages are reimbursable only to the extent that their cost is greater than the cost of the commonly available over-the-counter form of the same product.

Expenses paid for sports orthotics are reimbursable.

STERILIZATION

You can include in medical expenses the cost of a legal sterilization (a legally performed operati person unable to have children). Also see Vasectomy, later.

STOP-SMOKING PROGRAMS

You can include in medical expenses amounts you pay for a program to stop smoking. However, you can't include in medical expenses amounts you pay for drugs that don't require a prescription, such as nicotine g or patches, that are designed to help stop smoking.

SUBSTANCE ABUSE

See Alcoholism, Drug or Substance Abuse.

SUNSCREEN

Sunscreen with SPF 15+ and broad spectrum are reimbursable. SPF<15 and sun tan loti reimbursable

SURGERY

See Operations, earlier.

TEETH WHITENING

You can't include in medical expenses amounts paid to whiten teeth. See Cosmetic Surgery, earlier.

TELEPHONE

You can include in medical expenses the cost of special telephone equipment that lets a person who is dea hard of hearing, or has a speech disability communicate over a regular telephone. This includes teletypewr (TTY) and telecommunications device for the deaf (TDD) equipment. You can also include the cost of repa the equipment.

TELEVISION

YOU CAN INCLUDE in medical expenses the cost of equipment that displays the audio part of television programs as subtitles for persons with a hearing disability. This may be the cost of an adapter that attaches regular set. It may also be the part of the cost of a specially equipped television that exceeds the cost of the same model regular television set.

THERAPY

You can include in medical expenses amounts you pay for therapy received as medical treatment.

TRANSPLANTS

VITAMINS

Daily multivitamins taken for general health are not reimbursable. Vitamins taken as a treatment for a specific medical condition diagnosed by a physician are reimbursable.

WALKER AND ACCESSORIES

Expenses paid for a walker to aid mobility and their accessories such as baskets for carrying items are reimbursable.

WEIGHT-LOSS PROGRAM

Amounts you pay to lose weight if it is a treatment for a specific disease diagnosed by a physician (such as

WIG

You can include in medical expenses the cost of a wig purchased upon the advice of a physician for the m
health of a patient who has lost all of his or her hair from disease.

X-RAY

You can include in medical expenses amounts you pay for X-ray for medical reasons.