

**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**DIOCESE OF CENTRAL FLORIDA, INCORPORATED CAFETERIA PLAN**  
**(UPDATED EFFECTIVE JANUARY 1, 2016)**

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**ARTICLE IX  
SUMMARY**

**SUMMARY PLAN DESCRIPTION  
FOR THE  
DIOCESE OF CENTRAL FLORIDA, INCORPORATED CAFETERIA PLAN**

**INTRODUCTION TO THE PLAN**

We have amended and restated the Diocese of Central Florida, Incorporated Cafeteria Plan (the “Plan”) that we previously established for eligible employees. Under the Plan, you will be able to pay for insurance coverage that we make available to you with a portion of your pay before Federal income or social security taxes are withheld.

We encourage you to read this Summary Plan Description (the “SPD”) carefully so that you understand the provisions of the Plan and the benefits you will receive. The SPD describes the Plan’s benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in the SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the actual Plan document, please contact the Plan Administrator.

The SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service or other federal agencies. We may also amend or terminate the Plan. If the provisions of the Plan that are described in the SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If the SPD does not answer all of your questions, please contact the Plan Administrator (or other Plan representative). The name and address of the Plan Administrator can be found in the Article of the SPD entitled “General Information About the Plan.”

**ARTICLE I  
ELIGIBILITY**

**1. When can I become a participant in the Plan?**

Before you are eligible to participate in the Plan (any employee who is eligible to participate in the Plan is referred to as a “Participant”), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the entry date that we have established for all employees. The entry date is defined in Question 3 below.

## **2. What are the eligibility requirements for the Plan?**

If you are not already a Participant, you will be eligible to join the Plan once you have satisfied the conditions for coverage under the group medical plan.

## **3. When is my entry date?**

Once you have met the eligibility requirements, your entry date will be the date that you are eligible to participate in the group medical plan.

## **4. Are there any employees who are not eligible?**

Yes, there are certain employees who are not eligible to join the Plan, including leased employees and employees who are regularly scheduled to work less than 20 hours per week for the Employer.

## **5. What must I do to enroll in the Plan?**

Before you can join the Plan, you must complete an election of benefits form provided by the Plan Administrator. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay the insurance premiums for the coverage you have elected and in order to remit your contributions to the Health Savings Account.

## **ARTICLE II OPERATION**

### **How does the Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for insurance coverage or contributed to a Health Savings Account for you. The portion of your pay that is contributed to pay the premium expense or contributed to a Health Savings Account is not subject to Federal income or Social Security taxes. In other words, this allows you to use pre-tax dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, after-tax dollars.

## **ARTICLE III CONTRIBUTIONS**

### **1. How much of my pay may the Employer redirect?**

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

## **2. What happens to contributions made to the Plan?**

Before each Plan Year begins, you will select the insurance coverage you desire and whether to contribute to a Health Savings Account. Then, during each pay period, the contributions will be used to pay the premium expense for the insurance coverage you have selected and, if applicable, remitted to your Health Savings Account.

## **3. When must I decide what insurance coverage I want?**

By law, you are required to decide before the Plan Year begins, during the election period (defined below).

## **4. When is the election period for the Plan?**

You will make your initial election on or before your entry date. (You should review Article I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Plan Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Plan Administrator will inform you each year when the election period begins and ends. (See the Article entitled “General Information About The Plan” for the definition of Plan Year.)

## **5. May I change my elections during the Plan Year?**

In general, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a “change in status” and you make an election change that is consistent with the change in status. The following events constitute a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of your residence or the residence of your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Plan Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage offered under a benefit option is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke your coverage under the employer-sponsored health plan if you are eligible to obtain coverage through the health exchanges.

## **6. May I make new elections in future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

## **ARTICLE IV BENEFITS**

### **1. What insurance coverage may I purchase?**

Under the Plan, you can choose to receive your entire compensation or use a portion to pay for health care premiums under our insured group medical plan and our dental insurance plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

The Plan Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any contracts providing benefits described above. Also, your coverage will end when you terminate employment with the Employer, are no longer eligible under the terms of any coverage, or when coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Plan Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 30 under your insurance, you can pay for that coverage through the Plan.

### **2. May I direct Plan contributions to my Health Savings Account?**

Yes. Any monies that you do not apply toward available benefits can be contributed to your Health Savings Account ("HSA"), which enables you to pay for expenses which are not covered by our medical plan and save taxes at the same time. To participate in the HSA, you must be an "HSA-Eligible Individual". This means that you are eligible to contribute to an HSA under the requirements of Section 223 of the Internal Revenue Code, that you have elected qualifying High Deductible Health Plan coverage offered by the Employer, and have not elected any disqualifying non-High Deductible Health Plan coverage offered by the Employer.

The maximum amount that you may contribute to an HSA may not exceed a dollar limit that is set by law applicable to your High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the contribution is made. The limit for 2016 is \$3,350 for a Participant with self-only coverage, and \$6,750 for a Participant with family coverage. These limits, which apply on a calendar year basis, may increase after 2016 for cost-of-living adjustments. The Plan Administrator will inform you each year of the maximum amount that you may contribute. An additional catch-up contribution of \$1,000 for 2016 may be made if you are age 55 or older. In addition, the maximum annual contribution shall be (a) reduced by any contributions that may be made to the HSA by the Employer on your behalf, and (b) pro-rated for the number of months in which you are an HSA-Eligible Individual.



If you are an HSA-Eligible Individual for only part of the year but you meet all of the requirements under Section 223 of the Internal Revenue Code to be eligible to contribute to an HSA on December 1, you may be able to contribute up to the full statutory maximum amount for HSA contributions applicable to your coverage option (i.e., single or family). In addition, if you do not remain eligible to contribute to an HSA under the requirements of Section 223 of the Internal Revenue Code during the following year, the portion of HSA contributions attributable to months that you were not actually eligible to contribute to an HSA will be includible in your gross income and subject to a 10% penalty (exceptions apply in the event of death or disability). Please refer to Internal Revenue Service Publication 969 for additional information.

## **ARTICLE V BENEFIT PAYMENTS**

### **1. When will I receive payments from my accounts?**

The amount of pay you contribute to the Plan will be used to pay the premiums for the insurance coverage that is available. The provisions of the insurance policies will control what benefits will be paid and when.

### **2. Family and Medical Leave Act**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and the Employer may arrange a schedule for you to “catch up” your payments when you return.

### **3. What happens if I terminate employment with the Employer?**

If you terminate employment with the Employer during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Your Health Savings Account amounts will remain yours even after your termination of employment with the Employer.

### **4. Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under the Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

## **ARTICLE VI HIGHLY COMPENSATED EMPLOYEES**

### **Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees generally are Participants who are shareholders or highly paid. You will be notified by the Plan Administrator each Plan Year whether you are a highly compensated employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents.

Plan experience will dictate whether contribution limitations on highly compensated employees will apply. You will be notified of these limitations if you are affected.

## **ARTICLE VIII GENERAL INFORMATION ABOUT THE PLAN**

This Article contains certain general information which you may need to know about the Plan.

### **1. General Plan Information**

The full name of the Plan is the Diocese of Central Florida, Incorporated Cafeteria Plan.

Your Employer has assigned Plan Number 501 to the Plan.

The provisions of the amended and restated Plan become effective on January 1, 2016. The Plan was originally effective on March 1, 1993.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

### **2. Employer Information**

The Employer's name, address, and identification number are:

Diocese of Central Florida, Incorporated  
1017 East Robinson Street  
Orlando, Florida 32801  
59-6168979

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Plan Administrator.

### **3. Plan Administrator Information**

The name, address and telephone number of the Plan's Administrator are:

Diocese of Central Florida, Incorporated  
1017 East Robinson Street  
Orlando, Florida 32801  
(407) 423-3567

The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Plan Administrator will also answer any questions you may have about the Plan. You may contact the Plan Administrator for any further information about the Plan.

### **4. Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:  
Diocese of Central Florida, Incorporated  
1017 East Robinson Street  
Orlando, Florida 32801

### **5. Type of Administration**

The type of Administration is Contract Administration.

## **ARTICLE VIII ADDITIONAL PLAN INFORMATION**

### **Insurance Procedures**

Claims that are insured will be handled in accordance with procedures contained in the insurance policies or contracts. All other general requests should be directed to the Plan Administrator of the Plan.

## **ARTICLE IX SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium payment plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions about the Plan or benefits offered thereunder, please contact the Plan Administrator.