

FLORIDA INSTITUTE OF TECHNOLOGY

HEALTH REIMBURSEMENT ACCOUNT PLAN  
As Amended and Restated Effective 10/1/2023



INDEPENDENT COLLEGES AND UNIVERSITIES BENEFITS ASSOCIATION,  
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ARTICLE I.  
INTRODUCTION

1.1 Established Plan

FLORIDA INSTITUTE OF TECHNOLOGY (the Employer) has established the FLORIDA INSTITUTE OF TECHNOLOGY Health Reimbursement Account (the Plan) effective April 01, 2013. This Plan is hereby amended and restated, effective April 01, 2013. This Plan is intended to permit an Eligible Employee to obtain reimbursement for Medical/Dental/Prescription Expenses on a nontaxable basis or her HRA Account. This Plan document constitutes the summary plan description, as required by Section 102 of the Retirement Income Security Act of 1974 (ERISA).

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

1.2 Legal Status

This Plan is intended to qualify as a self-insured medical reimbursement plan under Sections 105 and 106 of the Internal Revenue Code of 1986, Code and the regulations issued thereunder, and as a health reimbursement account (HRA) within the meaning of Notice 2002-45, and shall be interpreted to accomplish that purpose. The 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 amendments thereto) and shall be treated as an HRA with a spend-down feature (former employees with vested HRA balances may spend down their HRA balance on eligible Medical/Dental/Prescription Expenses until the account balance is .50 of the vested HRA balance).

"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 V, a Participant, Spouse, or Dependent.

"Dependent " means (a) any individual who is a Participant as defined by Code Section 152(f)(1) (b) any tax dependent Participant as defined in Code Section 152(b) (including a domestic partner if he or she so qualifies) provided, however, that the child to whom Code Section 152(a) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year) and where the parents together provide more than a support for the child as a dependent of both parents notwithstanding the foregoing, the HRA Benefits in accordance with the applicable requirements of any qualified medical child support order if the child does not meet the definition of a 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 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 placed for adoption when the Participant provides the child resides with the Participant (defined below) in anticipation of adoption. The child's placement for 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 Section 609;
  - A child with proof of legal guardianship by the Participant and the Participant provides Support and the child resides with the Participant;
  - a) A foster child or other child under temporary or other custody of the Participant;
  - or
  - b) A child over age 26 who is continuously insured under a health plan of the Participant.

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

- the child is unable to support himself 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 after the date coverage would have otherwise ended because the child reached age 26 during that 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 disability. However, you will not be asked for this information more than once a year. If you do not provide 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. 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 164.501 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 include enrollment/disrollment information and summary health information.

"Eligible Employee" means an Employee eligible to participate in this Plan, as provided in Section 4.1.1.

"Employee" means an individual who the Employer classifies as a full-time employee and who is on the Employer's payroll, but does not include the following: (a) any leased employee (including temporary help agency employees) as defined in Section 4.1.4 (b) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or a seasonal employee by the Employer.

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

"Health ~~Plan~~ Plan" means the INDEPENDENT COLLEGES AND UNIVERSITIES BENEFITS ASSOCIATION ~~Medical Behavioral Health, and Prescription Drug Plan, includes there and any~~ other plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents eligible under the terms of such plan), providing major medical ~~types benefits through self~~ insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, or revision will be communicated to Participants and will automatically be incorporated by reference into 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 (or otherwise under a cafeteria plan), nor will salary reduction contributions or employer contributions be used to fund Employer contributions to the Plan.

### 5.3 Funding This Plan

All of the amounts payable under this Plan shall be paid from the Employer assets elected by the Employer, shall be held in trust. Nothing herein will be construed to require the Employer or Administrator to maintain any fund or to segregate any amount for the benefit of any Participant or other person shall have any claim against, right to, or security or other interest in any fund, 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 to the amount of the maximum annual benefit.



tax basis for retiree health coverage, and (C) premiums that a Participant pays on a 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 HRA Account only to the extent that the Participant or other individual incurring the expense is not reimbursed for the expense (the expense reimbursable) through the Health Insurance Plan, or any other accident or health plan (but see Section 916 if the other health plan is a Health FSA). If a portion of Medical/Dental/Prescription Expenses has been reimbursed elsewhere (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 for an Employee who participates in the Plan in a Period of Coverage is set forth in Appendix B. Unused amounts may be carried over to the next Period of Coverage as provided in Section 6
- (b) *Changes.* For stw 2.54odPlana e002 Tc -0.501 Tw 3.25135 -2810(Ud [(as)5.7(S





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





Employees shall be restricted to 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 Employees: (1) claims determination and processing functions; (2) Plan vendor relations functions; (3) education and information functions; (4) Plan administration activities; (5) legal department activities.

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

- (g) uses and disclosures to comply with compensation laws;
- (h) uses and disclosures for legal and enforcement purposes, such as to comply with a court order;
- (i) disclosures to the Secretary of Health and Human Services to the Plan compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- (j) uses and disclosures for other governmental purposes, such as for national security;
- (k) uses and disclosures for certain health purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or for public benefits or services;
- (l) uses and disclosures to identify a decedent or cause of death, or for tissue donation;
- (m) uses and disclosures required by other applicable laws; and
- (n) uses and disclosures pursuant to the authorization that satisfies the requirements of 45 CFR §164.508.

#### 7.5 Prohibited Use 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 for underwriting purposes.



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

(c) not to use or disclose PHI for employment 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 not permitted with the uses or disclosures described in Section 7.4, or any Security Incident, of which the Employer is aware;

(e) to make available PHI for inspection and copying in accordance with 45 CFR §164.526;

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

(g) to make available PHI records and 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 Electronic PHI, received on behalf of the Plan, available to the Health Plan's Secretary or Health Plan Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, and the Security Rule;

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

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

(k) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer 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 complaint promptly and confidentially. The HIPAA privacy official or security official, first will investigate the complaint and document the investigation efforts and findings.

(b) If PHI, including electronic PHI, is disclosed, the Employer shall, as appropriate, take steps to mitigate the potential for harm to individuals.

(c) If a Responsible Employee or other



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tax purposes and to notify the Administrator if the Participant has any reason to believe that such payment is so excludable.

**10.7 Identification of Payments**

If any Participant receives one or more payments or reimbursements under this Plan on a calendar year and such payments do not qualify for such treatment under the Code, such Participant shall reimburse the Employer for any liability it may incur for failure to withhold federal income tax, or other taxes from such payments or reimbursements.

**10.8 No Assignability Rights**

The right of any Participant to receive any reimbursement under this Plan shall not be assignable by the Participant by assignment or any other method and shall not be subject to claims by the Participant or any process 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 #

\_\_\_\_\_:

The effective date of the HRA is April 01, 2003.

\_\_\_\_\_:

The HRA is paid for by the Employer out of the Employer's assets unless the Employer has otherwise elected. EMC (B)3/12-4-EMC

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

Examine, without charge, at the Administrator or at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of 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 Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions (SPDs). You may make a reasonable charge for the copies.

Receive a summary of the Plan's Form 5500, if any is required by ERISA to be prepared (the Administrator is required by law to furnish each participant with a summary annual report).

You are entitled to continue health care coverage under COBRA for yourself, your Spouse, and your Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You, your Spouse, or your Dependents may have to pay for such coverage. You may 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 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. No one, including your employer or any other person, may 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 what has been done, to obtain copies of documents relating to the decision without charge, and to appeal any denial. There are certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. If you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may order the Administrator to provide the materials and pay you up to \$110 per day for the materials unless the Administrator can show that the materials were not sent because of reasons beyond the control of the administrator. If you are denied a benefit, which is denied or ignored in whole or in part, and if you have exhausted the claims procedure under the Plan, you may file suit in a state or federal court. In addition, if you disagree with a denial or decision or lack thereof regarding the qualified status of a medical child support order, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan 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 state or federal court. The court will decide who should pay the 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 the costs 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 any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents, you should contact the Administrator.





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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPENDIX A

RELATED EMPLOYERS THAT HAVE ADOPTED THIS PLAN,  
WITH THE APPROVAL OF FLORIDA 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 of the benefit payable to a beneficiary of a Florida Institute of Technology plan is determined by the plan's terms and conditions.



APPENDIX D  
APPEALS PROCEDURE

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

A. When will you receive a decision on your claim?

You are entitled to notification of the decision on your claim within 30 days after the date 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 an 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 additional information, the Administrator will make the decision based on the information that it has.

B. What information will be included in the denial notice?

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, diagnosis and treatment code and their corresponding meanings, to the extent such information is available;
- 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;
- A description of the Plan's internal and external review procedures and the time limits applicable to each procedure, including a statement of your right to bring a civil action under ERISA Section 502(a) if you receive 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 rule, guideline, protocol, or similar criterion was used 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 you have the right to appeal a denied claim?

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

D. Do you have to appeal a denied claim before you can sue?

You will not be allowed to take legal action against the Plan, the Employer, or the Administrator until you have exhausted all available internal and external review procedures.



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

a § H. [ When will the decision on the internal appeal be filed? ]

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 decision on the internal appeal? (102ed § 3)



January 3, 2020, you must appeal the decision by May 3, 2020, 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 Administration on your external appeal within 45 days after receipt of your request for external review. The external review 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 waives 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 parent, adoption counseling, and other 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 for 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 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, mattresses, 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 not covered unless to treat a specific medical condition.

## AMBULANCE

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

## ANNUAL PHYSICAL EXAMINATION







## COSMETIC SURGERY

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

You can include in medical expenses the amount you pay for cosmetic surgery if it is necessary to correct a 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 reconstruct her breast as part of treatment for cancer. She pays a surgeon to reconstruct the breast. The surgery to reconstruct the breast corrects a deformity caused by 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.
- Nonlicensed 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 correct a 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 the application of sealants, and fluoride treatments to prevent tooth decay. Treatment to alleviate dental ailments includes services of a dentist for procedures such as fillings, braces, extractions, dentures, and other dental ailments.

Services that may be deemed cosmetic such as teeth bleaching, bonding, porcelain veneers, or whitening are 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
- OrthodontisOptician

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 medical 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, cataract eye surgery or radial keratotomy.

#### EXERCISE EQUIPMENT

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







See Special Education, later.

#### LIFETIME CARE—ADVANCE PAYMENTS

You can include in medical expenses a part of a life 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 properly allocable to medical care. The agreement must require that you pay a specific fee as a home's promise to provide care that includes medical care. You can use a statement from the 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 child.** 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 if you become unable to provide care. The payments must be a condition for the institution's future care of 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 rule doesn't apply in situations where future care is purchased in connection with obtaining lifetime care described earlier.

#### LODGING

You can include in medical expenses the cost of treatment 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 conditions 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 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 the person receiving the medical care. 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. Meals aren't included.

You can include in medical expenses amounts paid for qualified long-term care services and 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, rehabilitative services, and maintenance and personal care services (defined later) that are:

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*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 a long-term care insurance policy if you elected to pay the premiums with tax 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 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 primary purpose for 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. Also see the Medical Food 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 conference concerns the chronic illness of yourself, your spouse, or your dependent. The primary purpose of the medical conference must be primarily for and necessary to the medical care of you, your spouse, or your dependent.





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

Don't include the cost of meals and lodging if the reason for being in the home is personal. You can 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 to thrive.
- 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 tutor, a teacher who is specially trained and qualified to work with children who have learning disabilities, or a physical therapist, including nervous system disorders.

You can include in medical expenses the cost (tuition, meals, and lodging) of attending a school of special education to help a child to overcome learning disabilities. ~~By disability status alone~~ 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 where the course of study and disciplinary methods have a beneficial effect on the child's attitude if the cost 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 prescribed to substitute for other foods or beverages which a person would normally consume and which satisfy nutritional requirements (such as 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 other purposes. Special foods and beverages are reimbursable only to the extent that their cost is greater than the cost of the commonly available version 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 operation on a 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 cannot include in medical expenses amounts you pay for drugs that don't require a prescription, such as nicotine gum 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 sunscreen lotions are not 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 hard of hearing, or has a speech disability communicate over a regular telephone. This includes telecommunication devices for the deaf (TTY) and telecommunications device for the deaf (TDD) equipment. You can also include the cost of 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 for a regular set, but 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 well-being 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 are reimbursable.

## WIG

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

## X-RAY

You can include in medical expenses amounts paid for X-rays for medical reasons.