2021 CAFETERIA PLAN AMENDMENT

ARTICLE 1
PREAMBLE

1.1 Adoption of Amendment. The Employer adopts this Amendment to implement provisions of the laws and other regulations and Notices issued by the IRS or DOL which affect the Plan, including CARES (Coronavirus Aid, Relief, and Economic Security Act), CAA (Consolidated Appropriations Act), and ARPA (American Rescue Plan Act) provisions; the provisions under IRS Notices 2020-29, 2021-15, and 2021-26; and Announcement 2021-7; and the DOL/IRS updates to the claims procedures and COBRA timelines (IRS Notice 2020-23 and EBSA Disaster Relief Notices 2020-01 and 2021-01).

1.2 Superseding of inconsistent provisions. This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. The timeframes for application of provisions are as selected in Article 2, and, if appropriate, provisions only apply for the Plan Year selected.

1.3 Construction. Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.

1.4 Effect of restatement of Plan. If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).

ARTICLE 2
IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 **Identifying information.**

A. Name of Employer: Powell Industries, Inc.

B. Name of Plan: Powell Industries, Inc. Welfare Benefit Plan

2.2 **[X] Medical Expenses.** The Plan may reimburse, in addition to existing provisions, any over-the-counter medications, menstrual products, telehealth and PPE (Personal Protective Equipment), as described in Article 3. The Employer elects to modify the medical expenses elected above as follows:

_____

Expenses must be incurred after December 31, 2019. *(Enter a date not earlier than December 31, 2019.)*

2.3 **Change in Status for health coverage.** The Plan adopted the new change in status events for Participants related to health (medical, dental or vision) coverage, as described in Section 4.2.

[ ] For calendar year 2020, with the following limitations (leave blank if none).

The Employer elects to limit the change in status as follows: *(e.g. can only increase coverage, number of changes allowed (one time, before 7/31/2020, etc.)):*

_____

[ ] For plan years ending in 2021, with the following limitations (leave blank if none).

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The Employer elects to limit the change in status as follows: *(e.g. can only increase coverage, number of changes allowed (one time, before 7/31/2021, etc.)):*

_____

2.4 **Change in Status for Health Flexible Spending Account.** The Plan adopts the new change in status events for Participants related to Health Flexible Spending Accounts, as described in Section 4.3

(a) [ ] For calendar year 2020, with the following limitations (leave blank if none).
The Employer elects to limit the change in status as follows: *(e.g. can only increase coverage, number of changes allowed (one time, before 7/31/2020, etc.)):*

_____

(b) [ ] For plan years ending in 2021, with the following limitations (leave blank if none).
The Employer elects to limit the change in status as follows: *(e.g. can only increase coverage, number of changes allowed (one time, before 7/31/2021, etc.)):*

_____

2.5 **Change in Status for Dependent Care Flexible Spending Account.** The Plan adopts the new change in status events for Participants related to Dependent Care Flexible Spending Accounts, as described in Section 4.3.

(a) [ ] For calendar year 2020, with the following limitations (leave blank if none).
The Employer elects to limit the change in status as follows: *(e.g. can only increase coverage, number of changes allowed (one time, before 7/31/2020, etc.)):*

_____

(b) [ ] For plan years ending in 2021, with the following limitations (leave blank if none).
The Employer elects to limit the change in status as follows: *(e.g. can only increase coverage, number of changes allowed (one time, before 7/31/2021, etc.)):*

_____

2.6 **Carryover.** The Plan adopts the carryover provisions and/or the new adjustment for the carryover of unused benefits, contributions or amounts to be used in the health and dependent care flexible spending accounts as follows:

(a) [X] Yes, for the Health FSA for:

(1) [X] Plan year ending in 2020 into plan year ending in 2021. (Limited to: $550.00)
(2) [X] Plan year ending in 2021 into plan year ending in 2022. (Limited to: $550.00)

(b) [X] Yes, for the Dependent Care FSA for:
(1) [X] Plan year ending in 2020 into plan year ending in 2021. (Limited to: $_____)
(2) [X] Plan year ending in 2021 into plan year ending in 2022. (Limited to: $_____)

(c) [ ] Additional Limitations: *(e.g. opt out for participants who want to be in HSA, amounts transferred from limited to general health FSA, must re-enroll for subsequent plan years)*

_____

2.7 **Grace Period and Extended Claims Period for Unused Amounts (CARES and CAA).** Will the Plan

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adopt the extension of time or modify existing provisions to permit employees to apply unused amounts remaining in the Health Flexible Spending Account and/or Dependent Care Flexible Spending account as described in Article 6.2?

(a) [ ] Yes, for the Health FSA for:
(1) [ ] Extending the grace period for plan year ending in 2019 to December 31, 2020 (only applies to plans with a grace period ending in 2020 or non-calendar year 2020 plans)
(2) [ ] Plan Year ending in 2020 extending into plan year ending in 2021
(3) [ ] Plan Year ending in 2021 extending into plan year ending 2022

(b) [ ] Yes, for the Dependent Care FSA for:
(1) [ ] Extending the grace period for plan year ending in 2019 to December 31, 2020 (only applies to plans with a grace period ending in 2020 or non-calendar year 2020 plans)
(2) [ ] Plan Year ending in 2020 extending into plan year ending in 2021
(3) [ ] Plan Year ending in 2021 extending into plan year ending 2022

(c) [ ] Limitations:
_____

2.8 **Terminated Participant Claims for Unused Health FSA Amounts.** The Plan will adopt the extension of time to permit employees to spend down unused benefits or contributions remaining in the Health Flexible Spending Account as described in Article 6.4 if the employee terminates during the:

(a) [ ] 2020 calendar year
(b) [ ] 2021 calendar year
(c) [ ] Limitations: *(e.g., only through specified date, only for amounts up to, etc.)*
_____

2.9 **Dependent Care Assistance Program Provisions.**

[ ] The Plan will adopt the new limits of $10,500 and $5,250, as described in Article 6.

[X] The Plan will use age 14 in place of age 13 as the "age out" for dependents of Participants for the Plan Year ending in 2020 or 2021, as provided in Article 6.

2.10 **Effective Date.** This Amendment is effective as of January 1, 2020, or, if later, the following date: _____. Effective dates for certain provisions are detailed below.

ARTICLE 3
MEDICAL EXPENSES REIMBURSED

3.1 **Application.** The Plan's definition of "Medical Expenses" under the Plan is amended by the addition of the following provisions if selected at Section 2.2, as modified, if applicable.

3.2 **Over-the-Counter Medications**. Notwithstanding anything in the Plan to the contrary, a Participant may be reimbursed for the cost of any medicine or drug for medical care, within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, determined without regard to whether medicines or drugs have been prescribed. Insulin remains a covered expense. The intention of this provision is to permit coverage for over-the-counter medications.

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3.3 **Menstrual Products**. A Participant may be reimbursed for the purchase of menstrual care products as defined in Code Section 223(d)(2)(D) and as authorized in Code Section 106(f).

3.4 **Telehealth**. A Participant may be reimbursed for expenses related to telehealth and other remote care as defined in the CARES Act and further guidance. Such coverage will not disqualify an HSA-eligible High Deductible Health Plan if made for services provided on or after January 1, 2020, with respect to Plan Years beginning on or before December 31, 2021 or, and with respect to such additional Plan Years as may become permissible under applicable law and/or IRS guidance.

3.5 **PPE (Personal Protective Equipment)**. A Participant may be reimbursed for purchase of personal protective equipment, such as masks, hand sanitizer, sanitizing wipes, and any other equipment for the primary purpose of preventing the spread of COVID-19 as defined in Announcement 2021-7 and allowed under Code Section 213(d).

ARTICLE 4
CHANGE IN STATUS EVENTS

4.1 **Application.** The Plan's provisions concerning "Change in Status" under the Plan are amended by the addition of the following provisions. Such provisions can apply to health (medical, dental or vision) coverage, the Health Flexible Spending Account and Dependent Care Flexible Spending Account, as elected at 2.3 to 2.5 above for mid-year elections made during 2020 and 2021. All changes in health insurance coverage must be allowed by the Plan's insurance carrier and can be limited by that carrier.

4.2 **Change in Status – health (medical, dental, vision) insurance.** Section 4.2 applies if the Employer has made Election 2.3 and is subject to any limitations above.

A. **Revocation.** Participant may elect to revoke existing coverage under the Plan and select new coverage not sponsored by the Employer prospectively. Such Participant must complete an attestation that the new coverage will be effective immediately or has been obtained. The Employer may rely on such attestation unless there is actual knowledge to the contrary.

B. **Prospective Coverage.** A Participant who has previously rejected coverage under the Plan may now elect to be covered prospectively under the Employer's health insurance coverage and pay for such coverage through the Plan. A Participant who has previously elected one type of coverage under the Plan shall be able to elect another type of coverage prospectively under the Plan (e.g. change from individual to family coverage).

4.3 **Change in Status – Health or Dependent Care Flexible Spending Account.** A Participant who has previously rejected coverage under the selected flexible spending account may now elect to contribute prospectively to such account. A Participant who has previously elected an amount to be reimbursed under the flexible spending account may now adjust or revoke that amount, subject to the statutory and plan limitations on the maximum allowable contribution and the limitations elected above in Election 2.4 and/or 2.5. This section applies to Plan Years and accounts as elected at 2.4 and 2.5. No amounts may be transferred from the health flexible spending account to the dependent care flexible spending account or vice versa.

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ARTICLE 5
FLEXIBLE SPENDING ACCOUNT CARRYOVER

5.1 **Application.** This Section 5.1 will apply if the Employer has made Election 2.6. Carryover provisions may either be added or modified by this provision. A Participant in the Health Flexible Spending Account may carry over unused amounts for a Plan Year beginning on or after January 1, 2020 to the immediately following Plan Year. For the 2020 and 2021 Plan Years, as selected, a Participant in the Health or Dependent Care Flexible Spending Accounts may carry over unused amounts remaining at the end of one Plan Year to the immediately following Plan Year (ending in 2022 for 2021 amounts). Unless such Health Flexible Spending Account is a limited purpose flexible spending account, a Participant will not be permitted to contribute to a Health Savings Account (HSA) during the carryover period. A Participant may change from a general-purpose health FSA to a limited purpose FSA to be covered by an HSA. A Participant may also move from a limited purpose to a general-purpose health FSA. However, only expenses incurred after the date of the change can be reimbursed by the applicable FSA.

ARTICLE 6
CLAIMS SUBMISSION AND OTHER PROVISIONS

6.1 **Application.** The Plan's deadlines contained within its claims procedures, and various other statutory deadlines are temporarily extended as set forth in IRS Notice 2020-23, EBSA Disaster Relief Notice 2020-01, the joint notice of the IRS and DOL published May 4, 2020, entitled "Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID–19 Outbreak," Disaster Relief Notice 2021-01, and subsequent guidance. Such deadlines shall include but are not limited to HIPAA special enrollment, COBRA qualifying event notifications, COBRA elections and payments, and claims procedure deadlines, including initial filing and appeal of adverse benefit determination. Such deadlines began as of March 1, 2020. The deadlines have a "tolling period" that ends on the earlier of one year from the date of the original deadline for such Participant would have begun running or until 60 days after the end of the National Emergency declared by the Federal government as a result of the national emergency due to the COVID 19 pandemic (the "Outbreak Period"). COBRA elections are also subject to the timelines set forth in the American Rescue Plan Act.

6.2 **Grace Period and Extension of Unused Amounts.** This Section 6.2 will apply if the Employer has made Election 2.7. If the Plan uses a grace period for the Health Flexible Spending Account and/or Dependent Care Flexible Spending Account, the grace period now extends for twelve months after the end of the Plan Year, through the 2021 Plan Year. Unless such Health Flexible Spending Account is a limited purpose flexible spending account, a Participant will not be permitted to contribute to a Health Savings Account (HSA) during the extended period. A Participant may change from a general-purpose health FSA to a limited purpose FSA to be covered by an HSA. A Participant may also move from a limited purpose to a general-purpose health FSA. However, only expenses incurred after the date of the change can be reimbursed by the applicable FSA.

6.3 **Definition of "Dependent."** This Section 6.3 will apply if the Employer has made Election 2.9(b). For "Employment Related Expenses" in the Dependent Care Assistance Flexible Spending Account, for which the regular enrollment period was on or before January 31, 2020, Section 21(b)(1)(A) of the Code shall be applied by substituting age 14 for age 13 if the employee is enrolled in a plan with an enrollment period ending on or before January 31, 2020, and one or more dependents who attained age 13 in that plan year, if carried over to the subsequent Plan Year.

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6.4 **Terminated Participants**. This Section 6.4 will apply if the Employer has made Election 2.8. Participants who terminated participation during the 2020 or 2021 calendar years may have their medical expenses reimbursed from the Health Flexible Spending Account from unused benefits or contributions through the end of the respective Plan Year in which participation ceased (including any grace period, taking into account any modification of a grace period permitted under Article 2.7).

6.5 **Dependent Care Assistance Program Limits**. This Section 6.5 will apply if the Employer has made Election 2.9(a). For calendar year 2021, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $10,500 ($5,250 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)). Application of limits and taxation of any dependent care benefits shall be in accordance with Notice 2021-26.

* * * * * *

This Amendment has been executed this 25th day of October, 2021.

Name of Plan: Powell Industries, Inc. Welfare Benefit Plan

Name of Employer: Powell Industries, Inc.

By: _____
EMPLOYER

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