

Jefferson Local Schools
Health Benefit Plan

Plan Document and Summary Plan Description
Effective: July 1, 2021

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SECTION I - INTRODUCTION

Introduction and Purpose

The Plan Sponsor has established the Jefferson Local Schools Health Benefit Plan (the “Plan”) for the benefit of eligible Employees and their eligible Dependents, in accordance with the terms and conditions described herein. The Plan is amended and restated in its entirety effective July 1, 2021.

Plan benefits are self-funded through a benefit fund or a trust established by the Plan Sponsor, with contributions from Participants and/or the Plan Sponsor, or are funded solely from the general assets of the Plan Sponsor. The Plan’s benefits and administration expenses are paid directly from the Employer’s general assets. Participants in the Plan may be required to contribute toward their benefits. Contributions received from Participants are used to cover Plan costs and are expended immediately. As a self-insured health plan, the Plan intends to meet the requirements under Sections 105(b), 105(h) and 106 of the Code so the portion of the cost for coverage paid by the Employer may not be taxable income to the Participant and any benefits received through this Plan may not be taxable income to the Participants. The Plan is not insured.

The Plan Sponsor’s purpose in establishing the Plan is to protect eligible Employees and their Dependents against certain health expenses and to help defray the financial effects arising from illness. To accomplish this purpose, the Plan Sponsor must be mindful of the need to control and minimize health care costs through innovative and efficient plan design and cost containment provisions, and of abiding by the terms of the Plan Document, to allow the Plan Sponsor to effectively assign the resources available to help Participants in the Plan to the maximum feasible extent.

The Plan Sponsor has adopted this Plan Document as the written description of the Plan to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain expenses for eligible benefits. The Plan Document is maintained by **Jefferson Local Schools** and may be reviewed at any time during normal working hours by any Participant.

NOTE: Words and phrases appearing in initial capital letters are defined terms. The complete definitions can be found in the Definitions section that appears at the end of the document.

Type of Administration of the Plan

The Plan provides benefits through the Jefferson Health Plan (formerly known as the Ohio Mid-Eastern Regional Education Service Agency OME-RESA Health Benefits Consortium). The Plan is administered directly by the Plan Administrator with claims being paid on behalf of the Plan by the Claims Administrator, HealthSmart Benefit Solutions, Inc., 3320 W. Market Street, Suite 100, Fairlawn, Ohio, 44333, in accordance with the provisions of the Plan Document. HealthSmart Benefit Solutions, Inc. is the designated claims paying agent only and does not

insure or underwrite the liability of the Jefferson Health Plan or the liability of the Employer under the Plan. The Employer shall determine the benefits to be provided by or through the Plan, and the Employer has elected to join the Jefferson Health Plan in order to participate in that cooperative program of health care benefits. The Jefferson Health Plan (formerly known as the Ohio Mid-Eastern Regional Education Service Agency OME-RESA) is a Regional Council of Governments, 2023 Sunset Boulevard, Steubenville, Ohio, organized under the Ohio Revised Code.

Funding and Source of Contributions

The Plan is a funded Plan. The Employer's purchase payment for medical benefits is a fixed amount as determined periodically by the Jefferson Health Plan (formerly known as the Ohio Mid-Eastern Regional Education Service Agency OME-RESA Health Benefits Consortium) in an amount necessary to participate in Jefferson Health Plan. The Jefferson Health Plan is a self-insurance pool that provides health insurance coverage for participating members. The Jefferson Health Plan pays covered claims to service Providers and recovers these costs from charges to participating members based on an actuarially determined cost per Employee.

The Employer and its covered Employees are the source of contributions to the Plan. The Employee contribution is a fixed amount as determined periodically by the Employer.

Non-English Language Notice

This Plan Document contains a summary in English of a Participant's plan rights and benefits under the Plan. If a Participant has difficulty understanding any part of this Plan Document, he or she may contact the Plan Administrator.

Claims Administrator

HealthSmart Benefit Solutions, Inc. is the Claims Administrator and will process Claims and answer benefit and Claim questions. HealthSmart Benefit Solutions, Inc. will be referred to as the Claims Administrator throughout this document.

The Claims Administrator's customer service representatives are available to answer any questions or concerns regarding this Plan.

HealthSmart Benefit Solutions, Inc.
3320 West Market Street, Suite 100
Fairlawn, OH 44333
Phone: 1-844-826-9818

Plan Document and Summary Plan Description

This document serves as both the written Plan Document and the Summary Plan Description (SPD). It is very important to review this document carefully to confirm a complete understanding of the benefits available, as well as responsibilities, under this Plan. The document should be read in its entirety because many of its provisions are interrelated.

Identification (ID) Card

The Identification Card issued to a Participant pursuant to this Plan is for identification purposes only. Possession of an Identification Card confers no right to services or benefits under this Plan and misuse of such Identification Card may be grounds for termination of a Participant's coverage under this Plan. To be eligible for services or benefits under this Plan, the holder of the Identification Card must be a Participant and must present the Identification Card to the Provider. Any person receiving services or benefits which he is not entitled to receive pursuant to the provisions of this Plan will be charged for such services or benefits at prevailing rates. If any Participant permits the use of his Identification Card by any other person, such card may be retained by this Plan, and all rights of such Participant pursuant to this Plan may be terminated.

Network Providers

If a Participant receives a service that results in an expense, he is responsible for following Plan requirements to maximize his level of coverage. In addition, the Participant is financially responsible for any portion of the expense that is not "covered" under this Plan. Taking care of that responsibility is between a Participant and the Network Provider. Under this Plan, Participants may receive different levels of benefits depending on where Covered Expenses are received and depending upon whether Precertification, if required, was obtained. Generally, when care is received at a Network Provider, the Participant will receive the highest level of benefits at the lowest cost. When care is received from a Non-Network Provider, generally there will be a lower level of coverage and the Participant will also be responsible for any charges above the Maximum Allowable Charge. In addition, benefits for certain Covered Expenses may be reduced if the Participant does not receive Precertification (if applicable) for the specific Covered Expense.

Non-Grandfathered Status

This Plan is NOT a "Grandfathered Health Plan" under the Affordable Care Act (the ACA). Questions regarding the Plan's status can be directed to the Plan Administrator. The Participant may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or <https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers>.

SECTION II - SUMMARY OF BENEFITS

General Limits

Payment for any of the expenses listed below is subject to all Plan Exclusions, limitations and provisions.

Failure to comply with Care Management will result in a higher cost to Participants. “Care Management” includes Hospital pre-admission certification, continued stay review, length of stay determination, discharge planning and any other programs described within the Care Management Programs section. These programs are designed to ensure that Medically Necessary, high quality patient care is provided and enables maximum benefits under the Plan.

Network and Non-Network Provider Arrangement

This Plan recognizes multiple categories of Providers, based on the Provider’s relationship with this Plan:

- Network
- Non-Network

Please refer to the relevant Schedule of Benefits for detailed information on coverage levels for Network and Non-Network Providers under this Plan.

The benefit percentage paid under this Plan for Network Providers is usually greater than for Non-Network Providers. Because these Network Providers have agreed to charge reduced fees to Participants under the Plan, the Plan can afford to reimburse a higher percentage of their fees. Therefore, when a Participant uses a Network Provider, the Participant will generally have a higher payment percentage paid by the Plan than when a Non-Network Provider is used. It is the Participant’s choice as to which Provider to use.

In addition to applicable Deductibles, Copayments and Coinsurance when Non-Network Providers are used, the Participant may have substantial additional costs for which they are responsible because the Plan pays Non-Network Providers based on the Maximum Allowable Charge. In addition to Cost Sharing Amounts, the Participant will also be responsible for any charges above the Maximum Allowable Charge when receiving Covered Expenses at a Non-Network Provider. Therefore, the percentage of payment actually paid by this Plan may be lower than the stated percentage, and the percentage of payment paid by the Participant may be higher than the stated percentage.

The Plan contracts with the Provider Networks to access discounted fees for service for Participants. Hospitals, Physicians and other Providers who have contracted with the Provider Networks are called “Network Providers.” Those who have not contracted with the Networks are

referred to in this Plan as “Non-Network Providers.” This arrangement results in the following benefits to Participants:

1. The Plan provides different levels of benefits based on whether the Participants use a Network or Non-Network Provider. Unless one of the exceptions shown below applies, if a Participant receives care from a Non-Network Provider, the benefits payable are generally lower than those payable when a Network Provider is used. The following exceptions apply:
 - Professional services of an Emergency room Physician, radiologist, pathologist or anesthesiologist when services are rendered in a Network facility.
 - Services not available at a Network facility or by a Network Provider.
 - Dependent children who are students residing outside of the Network service area.
 - Participants visiting outside of the Network service area.
 - Referrals by Network Providers.
 - Treatment of a medical Emergency.
2. If the charge billed by a Non-Network Provider for any Covered Expense is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously-given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.
3. To receive benefit consideration, Participants (or when applicable, Providers on behalf of Participants) must submit Claims for services provided by Non-Network Providers to the Claims Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit Claims themselves.
4. Benefits available to Network Providers are limited such that if a Network Provider advances or submits charges which exceed amounts that are eligible for payment in accordance with the terms of the Plan, or are for services or supplies for which Plan coverage is not available, or are otherwise limited or excluded by the Plan, benefits will be paid in accordance with the terms of the Plan.

Additional information, including a list of Network Providers, will be provided to Participants, at no cost, and updated as needed. Because the Network Providers are continuously being updated, a current list of Network Providers is available, without charge, through the Claims Administrator’s website.

Enrolling in this Plan does not guarantee that a particular Network Provider will remain a Network Provider or that a particular Provider will provide Participants under this Plan only with

Covered Expenses. Participants should verify a Provider's status as a Network Provider each time services are received from the Provider.

Please note, affirmation that a treatment, service, or supply is of a type compensable by the Plan is not a guarantee that the particular treatment, service, or supply in question, upon receipt of a Clean Claim and review by the Plan Administrator, will be eligible for payment.

Network Provider Information

The Network Providers are merely independent contractors; neither the Plan nor the Plan Administrator makes any warranty as to the quality of care that may be rendered by any Network Provider.

A current list of Network Providers is available, without charge, through the Claims Administrator's website. If the Employee does not have access to a computer at their home, the Employee may access this website at their place of employment. If the Employee has any questions about how to do this, contact the Human Relations Department. The Network Provider list changes frequently; therefore, it is recommended that a Participant verify with the Provider that the Provider is still a Network Provider before receiving services. The Participant should refer to the Identification Card for the Network website address.

Choice of Providers

The Plan is not intended to interrupt the Physician-patient relationship. Each Participant has a free choice of any Physician or surgeon, and the Physician-patient relationship shall be maintained. Physicians and other health care Providers are not agents or delegates of the Plan Sponsor, Plan Administrator, Employer or Claims Administrator. The delivery of medical and other health care services on behalf of any Participant remains the sole prerogative and responsibility of the attending Physician or other health care Provider. The Participant, together with their Physician, is ultimately responsible for determining the appropriate course of medical treatment, regardless of whether the Plan will pay for all or a portion of the cost of such care.

The Plan will not have any liability for any acts, omissions, or conduct of any Provider. The Plan's only obligation is to make payments according to the terms of this Plan Document.

Balance Billing

A Claim submitted by a Network or Non-Network Provider may be subject to a medical bill review or medical chart audit and as a result some or all of the charges may be repriced due to billing errors and/or overcharges. It is the Plan's position that the Participant should not be responsible for payment of any charges denied as a result of the medical bill review or medical chart audit. For Network Providers, Participant should not be balance billed for the difference between the billed charges and the amount determined to be payable by the Plan Administrator. For Non-Network Providers, Participant may be balance billed by a provider for any amount over the Maximum Allowable Charge or other charges denied by the Plan Administrator.

With respect to services rendered by a Network Provider, who shall be paid in accordance with a contractually agreed upon discounted rate, the Participant should not be responsible for the difference between the amount charged by the Network Provider and the amount determined to be payable by the Plan Administrator. Participant should not be balance billed for such difference. The Plan has no control over any Network Provider that engages in balance billing practices, except to the extent that such practices are contrary to the contract governing the relationship between the Plan and the Network Provider.

The Participant is responsible for payment of applicable Coinsurances, Deductibles, and Out-of-Pocket Maximums and may be billed for any or all of these.

Claims Audit

In addition to the Plan's Medical Record Review process, the Plan Administrator may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete Claim. While every Claim may not be subject to a bill review or audit, the Plan Administrator has the sole discretionary authority for selection of Claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that exceed the Maximum Allowable Charge or services that are not Medically Necessary and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to the Plan Administrator or its agent to identify the charges deemed in excess of the Maximum Allowable Charge or other applicable provisions, as outlined in this Plan Document.

Cost Sharing Amounts

This section discusses the portion of the cost of a Covered Expense for a benefit that a Participant is responsible for paying out-of-pocket. The Cost Sharing Amount is the dollar amount a Participant is responsible for paying when Covered Expenses are received from a Provider. Cost Sharing Amounts include Coinsurance, Copayment, and Deductible amounts. Cost Sharing Amounts are identified in the applicable Schedule of Benefits. Providers may bill a Participant directly or request payment of Cost Sharing Amounts at the time Covered Expenses are provided.

Coinsurance

The charge a Participant must pay for certain Covered Expenses after any applicable Deductibles and Copayments have been paid and until the Out-of-Pocket Maximum has been reached. Covered Expenses subject to Coinsurance and the amounts are listed in the applicable Schedule of Benefits. Coinsurance is a percentage of the Covered Expenses. In some instances, the Participant will be responsible at the time and place of service to pay any Coinsurance directly to the Provider. In other instances, the Participant will be billed by the Provider. These arrangements are between the Participant and the Provider.

Copayment

In general, Copayment (also referred to as “copay”) refers to the flat dollar, per occurrence amount for which the Participant is financially responsible. The Copayment is the amount a Participant must pay each time certain Covered Expenses are provided, as outlined in the applicable Schedule of Benefits. In some instances, the Participant will be responsible at the time and place of service to pay any Copayment directly to the Provider. In other instances, the Participant will be billed by the Provider. These arrangements are between the Participant and the Provider. Copayments do not apply towards satisfaction of the Deductible but will apply towards satisfaction of the Out-of-Pocket Maximum. In addition, Copayments will continue to apply after the Deductible has been met but will no longer apply once the Out-of-Pocket Maximum has been met.

Deductible

In general, Deductible refers to the annual aggregate amount of Covered Expenses for which the Participant is financially responsible before the Plan has a financial responsibility. The Deductible is the amount of Covered Expenses which must be paid by the Participant or the covered family before benefits are payable. The applicable Schedule of Benefits shows the amount of the appropriate Deductible amount (if any) and the benefits to which it applies.

Each Calendar Plan Year, a new Deductible must be satisfied. However, any charges Incurred by an individual during the last three months of a year and applied toward such individual’s Deductible for that year will also be applied toward such individual’s Deductible for the next year.

If two or more covered family members are injured in the same Accident, those injured will be required to satisfy only one individual Deductible between them for Covered Expenses related to the same Accident for each Calendar Year that such Accident-related expenses are Incurred,

With respect to satisfying the Network Deductible and the Non-Network Deductible, amounts are counted without distinction. In other words, amounts required to be paid by the Participant because the applicable Deductible has not been met, count towards the satisfaction of the Network Deductible and the Non-Network Deductible.

Out-of-Pocket Maximum

In general, the Out-of-Pocket Maximum is the annual aggregate amount for which a Participant will be financially responsible.

The Out-of-Pocket Maximum includes:

- Copayments
- Deductibles
- Coinsurance

The Out-of-Pocket Maximums are listed in the applicable Schedule of Benefits. When the Out-of-Pocket Maximum is met, this Plan will pay 100% percent of the Covered Expenses for certain Covered Expenses Incurred during the remainder of the Calendar Year.

The Out-of-Pocket Maximum renews on January 1 of each consecutive Calendar Year.

Amounts applied to the Network Out-of-Pocket Maximum will apply to the Non-Network Out-of-Pocket Maximum, and vice versa.

Amounts in Excess of the Maximum Allowable Charge

This Plan pays no more than the Maximum Allowable Charge for a Covered Expense. If the Provider charges more than the Maximum Allowable Charge, the Participant is responsible for the amount in excess of the Maximum Allowable Charge. This excess amount is considered outside the scope of the Plan and is not counted towards satisfaction of the Deductible or the Out-of-Pocket Maximum and is not paid by the Plan upon satisfaction of the Deductible or the Out-of-Pocket Maximum.

Schedule of Benefits

The applicable Schedule of Benefits provides a snapshot of the terms and conditions of the available benefits under this Plan. It is not intended to be comprehensive. Details regarding each of these items are in the later text.

**ADMINISTRATIVE PERSONNEL
PLAN MAXIMUMS AND LIMITATIONS**

Lifetime Benefit	Unlimited
Calendar Year Benefit	Unlimited
Chiropractic Care	25 visits per Calendar Year
Occupational, Physical and Speech Therapy	20 visits ⁽¹⁾
Skilled Nursing Facility	120 days per Calendar Year
Home Health Care	120 visits per Calendar Year
Hospice Care	180 days lifetime

(1) A review for Medical Necessity is required for additional visits to be covered.

CALENDAR YEAR DEDUCTIBLE	NETWORK	NON-NETWORK
Individual	\$250	\$400
Family	\$500	\$800

The Calendar Year Deductible applies to all expenses unless otherwise stated.

Amounts applied to the Network Calendar Year Deductible will also apply to the Non-Network Calendar Year Deductible, and vice versa.

OUT-OF-POCKET MAXIMUM	NETWORK	NON-NETWORK
Individual	\$1,050	\$1,500
Family	\$1,900	\$2,400

The Calendar Year Deductible applies to the Out-of-Pocket Maximum.

Amounts applied to the Network Out-of-Pocket Maximum will also apply to the Non-Network Out-of-Pocket Maximum, and vice versa.

BENEFIT PERCENTAGES	NETWORK	NON-NETWORK
Inpatient Hospital Expenses (<i>facility and professional fees</i>)	85%*	70%*
Outpatient Hospital Expenses (<i>facility and professional fees</i>)	85%*	70%*
Skilled Nursing Facility Expenses	85%*	70%*
Ambulance Expenses	85%*	70%*

**Until the Out-of-Pocket Maximum is reached, then Covered Expenses are payable at 100% for the remainder of the Calendar Year.*

ADMINISTRATIVE PERSONNEL (Continued)		
BENEFIT PERCENTAGES	NETWORK	NON-NETWORK
Emergency Room Expenses (<i>facility and professional fees</i>)		
Emergency Use	\$75 per visit copay ⁽²⁾⁽³⁾ ; 85%*	\$75 per visit copay ⁽²⁾⁽³⁾ ; 85%*
Non-Emergency Use	\$75 per visit copay ⁽²⁾⁽³⁾ ; 85%*	\$75 per visit copay ⁽²⁾⁽³⁾ ; 70%*
Birthing Center Expenses	85%*	70%*
Home Health Care Expenses	85%*	70%*
Hospice Care Expenses	85%*	70%*
Urgent Care Facility Expenses	85%*	70%*
Testing for the 2019 Novel Coronavirus (COVID-19) Expenses including Telehealth and Other Communication Based Technology Services	100% ⁽⁴⁾	100% ⁽⁴⁾
Physician Office Visit Expenses	85%*	70%*
Second Surgical Opinion Expenses	85%*	70%*
Private Duty Nursing Expenses	85%*	70%*
Chiropractic Care Expenses	85%*	70%*
Acupuncture Expenses	85%*	70%*
Outpatient Occupational, Physical and Speech Therapy Expenses	85%*	70%*
Independent Diagnostic, X-ray and Lab Expenses	85%*	70%*
Durable Medical Equipment and Supply Expenses	85%*	70%*
Preventive Care Expenses	100% ⁽⁴⁾	Not Covered
All Other Covered Expenses	85%*	70%*
<p>(2) The emergency room copay is waived if the Participant is admitted directly into the Hospital from the emergency room and only applies to the facility fee.</p> <p>(3) One visit allowed without a copay per 12 month period beginning each January 1st.</p> <p>(4) Calendar Year Deductible waived.</p> <p>*Until the Out-of-Pocket Maximum is reached, then Covered Expenses are payable at 100% for the remainder of the Calendar Year.</p>		

CERTIFIED PERSONNEL		
PLAN MAXIMUMS AND LIMITATIONS		
Lifetime Benefit	Unlimited	
Calendar Year Benefit	Unlimited	
Chiropractic Care	25 visits per Calendar Year	
Occupational, Physical and Speech Therapy	20 visits ⁽¹⁾	
Skilled Nursing Facility	120 days per Calendar Year	
Home Health Care	120 visits per Calendar Year	
Hospice Care	180 days lifetime	
<i>(1) A review for Medical Necessity is required for additional visits to be covered.</i>		
CALENDAR YEAR DEDUCTIBLE	NETWORK	NON-NETWORK
Individual	\$250	\$400
Family	\$500	\$800
<i>The Calendar Year Deductible applies to all expenses unless otherwise stated.</i>		
<i>Amounts applied to the Network Calendar Year Deductible will also apply to the Non-Network Calendar Year Deductible, and vice versa.</i>		
OUT-OF-POCKET MAXIMUM	NETWORK	NON-NETWORK
Individual	\$1,050	\$1,500
Family	\$1,900	\$2,400
<i>The Calendar Year Deductible applies to the Out-of-Pocket Maximum.</i>		
<i>Amounts applied to the Network Out-of-Pocket Maximum will also apply to the Non-Network Out-of-Pocket Maximum, and vice versa.</i>		
BENEFIT PERCENTAGES	NETWORK	NON-NETWORK
Inpatient Hospital Expenses (<i>facility and professional fees</i>)	85%*	70%*
Outpatient Hospital Expenses (<i>facility and professional fees</i>)	85%*	70%*
Skilled Nursing Facility Expenses	85%*	70%*
Ambulance Expenses	85%*	70%*
<i>*Until the Out-of-Pocket is reached, then Covered Expenses are payable at 100% for the remainder the Calendar Year.</i>		

CERTIFIED PERSONNEL (Continued)		
BENEFIT PERCENTAGES	NETWORK	NON-NETWORK
Emergency Room Expenses (<i>facility and professional fees</i>)		
Emergency Use	\$75 per visit copay ^{(2) (3)} ; 85%*	\$75 per visit copay ^{(2) (3)} ; 85%*
Non-Emergency Use	\$75 per visit copay ^{(2) (3)} ; 85%*	\$75 per visit copay ^{(2) (3)} ; 70%*
Birthing Center Expenses	85%*	70%*
Home Health Care Expenses	85%*	70%*
Hospice Care Expenses	85%*	70%*
Urgent Care Facility Expenses	85%*	70%*
Testing for the 2019 Novel Coronavirus (COVID-19) Expenses including Telehealth and Other Communication Based Technology Services	100% ⁽⁴⁾	100% ⁽⁴⁾
Physician Office Visit Expenses	85%*	70%*
Second Surgical Opinion Expense	85%*	70%*
Private Duty Nursing Expenses	85%*	70%*
Chiropractic Care Expenses	85%*	70%*
Acupuncture Expenses	85%*	70%*
Outpatient Occupational, Physical and Speech Therapy Expenses	85%*	70%*
Independent Diagnostic, X-ray and Lab Expenses	85%*	70%*
Durable Medical Equipment And Supply Expenses	85%*	70%*
Preventive Care Expenses	100% ⁽⁴⁾	Not Covered
All Other Covered Expenses	85%*	70%*
<p>(2) The emergency room copay is waived if the Participant is admitted directly into the Hospital from the emergency room and only applies to the facility fee.</p> <p>(3) One visit allowed without a copay per 12 month period beginning each January 1st.</p> <p>(4) Calendar Year Deductible waived.</p> <p>*Until the Out-of-Pocket is reached, then Covered Expenses are payable at 100% for the remainder the Calendar Year.</p>		

CLASSIFIED PERSONNEL		
PLAN MAXIMUMS AND LIMITATIONS		
Lifetime Benefit	Unlimited	
Calendar Year Benefit	Unlimited	
Chiropractic Care	25 visits per Calendar Year	
Occupational, Physical and Speech Therapy	20 visits ⁽¹⁾	
Skilled Nursing Facility	120 days per Calendar Year	
Home Health Care	120 visits per Calendar Year	
Hospice Care	180 days lifetime	
<i>(1) A review for Medical Necessity is required for additional visits to be covered.</i>		
CALENDAR YEAR DEDUCTIBLE	NETWORK	NON-NETWORK
Individual	\$250	\$400
Family	\$500	\$800
<i>The Calendar Year Deductible applies to all expenses unless otherwise indicated.</i>		
<i>Amounts applied to the Network Calendar Year Deductible will also apply to the Non-Network Calendar Year Deductible, and vice versa.</i>		
OUT-OF-POCKET MAXIMUM	NETWORK	NON-NETWORK
Individual	\$1,050	\$1,500
Family	\$1,900	\$2,400
<i>The Calendar Year Deductible applies to the Out-of-Pocket Maximum.</i>		
<i>Amounts applied to the Network Out-of-Pocket Maximum will also apply to the Non-Network Out-of-pocket Maximum, and vice versa.</i>		
BENEFIT PERCENTAGES	NETWORK	NON-NETWORK
Inpatient Hospital Expenses (<i>facility and professional fees</i>)	85%*	70%*
Outpatient Hospital Expenses (<i>facility and professional fees</i>)	85%*	70%*
Skilled Nursing Facility Expenses	85%*	70%*
Ambulance Expenses	85%*	70%*
<i>*Until the Out-of-Pocket Maximum is reached, then Covered Expenses are payable at 100% for the remainder of the Calendar Year.</i>		

CLASSIFIED PERSONNEL (Continued)		
BENEFIT PERCENTAGES	NETWORK	NON-NETWORK
Emergency Room Expenses (<i>facility and professional fees</i>)		
Emergency Use	\$75 per visit copay ^{(2) (3)} ; 85%*	\$75 per visit copay ^{(2) (3)} ; 85%*
Non-Emergency Use	\$75 per visit copay ^{(2) (3)} ; 85%*	\$75 per visit copay ^{(2) (3)} ; 70%*
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Home Health Care Expenses	85%*	70%*
Hospice Care Expenses	85%*	70%*
Urgent Care Facility Expenses	85%*	70%*
Testing for the 2019 Novel Coronavirus (COVID-19) Expenses including Telehealth and Other Communication Based Technology Services	100% ⁽⁴⁾	100% ⁽⁴⁾
Physician Office Visit Expenses	85%*	70%*
Second Surgical Opinion Expenses	85%*	70%*
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Chiropractic Care Expenses	85%*	70%*
Acupuncture Expenses	85%*	70%*
Outpatient Occupational, Physical and Speech Therapy Expenses	85%*	70%*
Independent Diagnostic, X-ray and Lab Expenses	85%*	70%*
Durable Medical Equipment and Supply Expenses	85%*	70%*
Preventive Care Expenses	100% ⁽⁴⁾	Not Covered
All Other Covered Expenses	85%*	70%*
<p>(2) The emergency room copay is waived if the Participant is admitted directly into the Hospital from the emergency room and only applies to the facility fee.</p> <p>(3) One visit allowed without a copay per 12 month period beginning each January 1st.</p> <p>(4) Calendar Year Deductible waived.</p> <p>*Until the Out-of-Pocket Maximum is reached, then Covered Expenses are payable at 100% for the remainder of the Calendar Year.</p>		

PRESCRIPTION DRUG PROGRAM – Provided by RxBenefits	
Retail Benefit – 34 day supply	
Per prescription copay	\$10 Generic \$25 Formulary Brand Name \$40 Non-Formulary Brand Name
Retail Benefit – 90 day supply	
Per prescription copay	\$15 Generic \$37.50 Formulary Brand Name \$60 Non-Formulary Brand Name
Mail Order Benefit – 90 day Supply	
Per prescription copay	\$15 Generic \$37.50 Formulary Brand Name \$60 Non-Formulary Brand Name
Prescription Drug Out-of-Pocket Maximum	
Individual	\$5,550
Family	\$11,300
<p><i>The Out-of-Pocket Maximum under the Prescription Drug Program is separate from, and will not be used to satisfy any Copayments, Deductible or Out-of-Pocket Maximum under the Medical portion of this Plan, or vice versa. After a Participant has satisfied the Prescription Drug Program Individual or Family Out-of-Pocket Maximum, the Plan will pay 100% of the cost of Medically Necessary Covered Expenses incurred under the Prescription Drug Program for the remainder of the Calendar Year.</i></p>	

DENTAL PLAN	
Dental Maximum	\$1,500 per Calendar Year
Orthodontia Maximum	\$1,500 per Calendar Year
Calendar Year Deductible	
Individual	\$25
Family	\$75
<p><i>The Calendar Year Deductible is waived for Preventive and Diagnostic services, Orthodontic services and Occlusal Guards. Both the Employee and spouse are eligible for Orthodontic services. Orthodontic services are an eligible expense for Dependent Children under age 19 only.</i></p>	
Benefit Percentages	
Preventive and Diagnostic Services	100%
Basic Restorative Services	80%
Major Restorative Services	50%
Orthodontia Services	60%
Occlusal Guards	85%

VISION PLAN	
Benefit Maximums	
Vision Examination	
Optometrist	\$50
Ophthalmologist	\$50
Contact Lenses Fitting/Evaluation Exam	\$50
Lenses (per pair)	
Single Vision	\$50
Bifocal	\$50
Trifocal	\$70
Lenticular	\$80
Contact Lenses (necessary)	
Soft	No Maximum
Hard	No Maximum
Gas Permeable	No Maximum
Contact Lenses (cosmetic)	
Soft	No Maximum
Hard	No Maximum
Gas Permeable	No Maximum
Disposable	No Maximum
Frames	\$200
Benefit Period	
Vision Examination	Once per Calendar Year
Frames and lenses*	Once per Calendar Year
Contact Lenses Fitting/Evaluation Exam	Once per Calendar Year
<i>*Benefits payable for contact lenses will be in lieu of all other frames and lenses benefits for the benefit period.</i>	

SECTION III - MEDICAL BENEFITS

Medical Benefits

Medical benefits are available under this Plan when Covered Expenses are Incurred by a Participant for care while the person is covered for these benefits under the Plan. This section is intended to be read in conjunction with the Summary of Benefits section.

Covered Expenses are those Incurred for the following items of services and supplies when (1) Medically Necessary to diagnose or treat a Participant, or (2) specifically for Preventive Care. These charges are subject to the benefit limits, Exclusions and other provisions of this Plan.

2019 Novel Coronavirus (COVID-19)

Covered Expenses associated with testing for COVID-19 include the following:

- Diagnostic Tests. The following items are covered at 100%, deductible waived, as provided in the Family First Coronavirus Response Act (FFCRA) and Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and notwithstanding any otherwise-applicable Medical Necessity or Experimental and/or Investigational requirements, and do not require Precertification. These items are paid at the negotiated rate, if one exists. If no negotiated rate exists, the Plan will pay the cash price publicly posted on the Provider's website, or such other amount as may be negotiated by the Provider and Plan.
 - In vitro diagnostic products for the detection of SARS-CoV-2 or the diagnosis of the virus that causes COVID-19 (including all costs relating to the administration of such in vitro diagnostic products) which satisfy one of the following conditions
 - that are approved, cleared, or authorized by the FDA;
 - for which the developer has requested or intends to request emergency use authorized under Section 564 of the Federal Food, Drug, and Cosmetic Act, unless and until such emergency use authorization request has been denied or the developer does not submit a request within a reasonable timeframe.
 - that are developed in and authorized by a State that has notified the Secretary of Health and Human Services of its intention to review tests intended to diagnose COVID-19; or
 - that are deemed appropriate by the Secretary of Health and Human Services.
 - Items and services furnished during an office visit, (including both in-person and telehealth), urgent care visit, or emergency room visit which results in an order for or administration of an in vitro diagnostic product described above. Such items and services must relate to the furnishing of such diagnostic product or evaluation of the individual for purposes of determining the need for such product.

- **Qualifying Coronavirus Preventive Services.** The following items are covered at 100%, deductible waived, and do not require Pre-Certification.
 - An item, service, or immunization that has if effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force, and
 - An immunization that has in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved.
- **Requests for Prescription Refills.** When considering whether to cover a greater than 30-day supply of Drugs, the Plan and its Prescription Drug Plan Administrator will, on a case-by-case basis, consider each request and make decisions based on the circumstances of the patient.
- **Telehealth and Other Communication-Based Technology Services.** Participants can communicate with their doctors or certain other practitioners without going to the doctor’s office in person. This is recommended if a Participant believes he or she has COVID-19 symptoms.

The above benefits are specific to Diagnosis of COVID-19. Participants who have been diagnosed with COVID-19 will continue to receive all other benefits covered by the Plan, in accordance with the Plan’s guidelines.

Abortion

Charges for therapeutic and elective abortions.

Acupuncture

Benefits for acupuncture when performed by a Physician who is licensed by the law of the State in which he practices or, in the absence of such law, recognized by the State association. Benefits for treatment will be available when a medical Diagnosis is made and the treatment and/or services being rendered are Covered Expenses.

Advanced Imaging

Charges for advanced imaging including: Computed Tomographic (CT) studies, Coronary CT angiography, MRI/MRA, nuclear cardiology, nuclear medicine, and PET scans. Covered Expenses include the readings of these medical tests/scans.

Allergy Treatment

Charges for allergy treatment; including injections, testing and serum.

Ambulance Service

Professional Ambulance service to and from the Hospital. In the event that an Illness or Injury requires specialized Emergency treatment not available at a local Hospital, transportation for such treatment is covered when ordered by a Physician. The covered transportation is only from the city or town where the incident occurred to the nearest Hospital qualified to render special treatment.

Ambulatory Surgical Center

Facility charges for procedures performed in an Ambulatory Surgical Center and associated services and supplies.

Anesthesia

Services of a qualified anesthesiologist (not the services of an operating surgeon or a surgical assistant) in administering regional or general anesthesia in connection with an eligible Covered Expense. Usual related care rendered in connection with the administration of anesthesia is covered.

Birthing Centers

Facility charges for procedures performed in a Birthing Center and associated services and supplies.

Blood and Plasma

Blood transfusions, plasma and blood derivatives and charges for whole blood not donated or replaced by a blood bank.

Cardiac Rehabilitation Services

Cardiac rehabilitation services as determined to be Medically Necessary, provided services are rendered (a) under the supervision of a Physician; (b) in connection with a myocardial infarction, coronary occlusion or coronary bypass Surgery; (c) initiated within 12 weeks after other treatment for the medical condition ends; and (d) and provided in an appropriate medical care facility as covered under the terms of the Plan.

Chemotherapy

A regimen comprised of a single agent or a combination of anti-cancer agents clinically recognized for treatment of a specific type of cancer, including modifications and combinations appropriate to the history of the cancer or according to protocol specifying the combination of Drugs, doses, and schedules for administration of the Drugs.

Drug Requirements:

- Use that is included as an indication on the Drug's label as approved by the Food and Drug Administration (FDA).
- Use of a Food and Drug Administration (FDA)-approved Drug for an off-label purpose that is medically accepted for an anti-cancer therapeutic regimen as evidenced by major Drug compendia, medical literature, and/or accepted standards of medical practice.
- Use of Drugs to treat toxicities or side effects of the cancer treatment regimen when the Drug is administered in relation to chemotherapy, including off-label uses supported by medical literature.

Chiropractic Care

Examinations, Diagnostic Services, and treatments by manipulation and other modalities. Refer to the applicable Schedule of Benefits for information regarding limitations.

Contraceptives

Services and supplies related to the administration, insertion and removal of contraceptive implants, injections, diaphragms, and intra-uterine devices (IUD's).

In addition to the coverage that is provided under the medical plan, benefits are available for other forms of contraception as allowable through the Plan's prescription drug program. In such an instance, benefits may be obtained from the medical plan, or prescription drug program, but not both. For any contraceptive that is obtained through the Plan's prescription drug program, any Physician's fee associated with dispensing such contraception will be eligible for payment under the medical plan.

NOTE: Certain Covered Expenses are provided under the Preventive Care benefit as described in this Medical Benefit descriptions section.

Convenience Care Clinics

Services, supplies, and treatment provided at Convenience Care Clinics to treat uncomplicated minor Illnesses and preventive health care services. Services must be provided by a nurse practitioner, physician assistant or Physician.

Dental Care for Accidental Injury

Treatment of Accidental Injuries to the jaw, mouth, or sound natural tooth (a tooth which is free of decay but may be restored by fillings, has a live root, and does not have a cap or crown).

Diagnostic Services

Services performed for the express purpose of determining the cause of definite symptoms experienced by the patient, not in connection with routine physical examinations except as specified in this Plan. Covered Expenses include:

- Pathology.
- Radiology.
- Physician's Interpretation.

Durable Medical Equipment

Coverage includes, but is not limited to, the following:

Rental or initial purchase (whichever is less expensive, subject to approval by the Plan) of Durable Medical Equipment, including but not limited to respiration equipment, Hospital beds, and wheelchairs. Replacement of Durable Medical Equipment when Medically Necessary due to a physiological change to the patient, due to normal wear and tear of an item or the existing equipment is damaged and cannot be made serviceable.

The Plan does not pay for the rental or purchase of items which do not fully meet the definition of "Durable Medical Equipment."

Emergency Room Services and Supplies

- **Life-Threatening/Sudden & Serious Illness:** Immediate care required for a life-threatening medical Emergency or Accidental Bodily Injury which untreated could result in death or serious bodily impairment.
- **Non-Emergency Use:** Care received for Illness or Injury which does not qualify as life-threatening.

Genetic Counseling or Testing.

In addition to coverage specified under Preventive Care, benefits are available for prenatal genetic testing for inherited susceptibility to a medical condition and counseling related to family history or test results to determine the physical characteristics of an unborn child. Refer to the Genetic Information Nondiscrimination Act of 2008 (GINA) subsection for information regarding the prohibition of discriminating on the basis of genetic information.

Home Health Care Services and Supplies

Charges for Home Health Care services and supplies are covered only for care and treatment of an Illness or Injury when Hospital or Skilled Nursing Facility confinement would otherwise be required. Refer to the applicable Schedule of Benefits for information regarding limitations.

- **Services:** Part-time or intermittent nursing care provided or supervised by a Registered Nurse (R.N.); part-time or intermittent home health aide services, primarily for the patient's medical care; physical, occupational, speech, or respiratory therapy by a licensed qualified therapist; nutrition counseling provided by or under the supervision of a registered dietician; or medical supplies, laboratory services, Drugs, and medications prescribed by a Physician. One Home Health Care visit is considered four or less hours of nursing care. For example, eight consecutive hours of nursing care will be considered two visits.
- **Requirements:** Services must be provided in the patient's home under a written plan of the patient's attending Physician's stating the Diagnosis, certifying that the Home Health Care is in lieu of Hospital confinement or Skilled Nursing Facility care, and further specifying the type and extent of treatment.

Hospice Care Services and Supplies

- **Services:**
 - Hospice Room and Board while the terminally ill person (diagnosed by the attending Physician as having six months or less to live) is an Inpatient in a hospice.
 - Outpatient and other customary hospice services provided by a hospice or hospice team.
 - Counseling services provided by a member of the hospice team.
- **Requirements:** These services and supplies are eligible only if the hospice operates as an integral part of a Hospice Agency and the hospice team includes at least a doctor and a registered graduate Nurse. Each service or supply must be:
 - Provided under a Hospice Agency program that meets standards set by the Plan. If such a program is required by federal or state law to be licensed, certified, or registered, it must meet that requirement.
 - Provided while the terminally ill person is in a Hospice Care Program.
 - Ordered by the doctor directing the Hospice Care Program.
 - Bereavement counseling services by a licensed social worker or a licensed pastoral counselor for the patient's immediate family (covered under this Plan).

Refer to the applicable Schedule of Benefits for information regarding limitations.

Hospital Inpatient Services and Supplies

- **Room and Board:** Semi-private room accommodations, including general nursing services. Room charges made by a Hospital having only private rooms will be paid as if the room were a semi-private room. Expenses for special care units, including general nursing services. Special care units include Intensive Care Units, Cardiac Care Units,

respiratory care units, step down units, emergency care facilities, and other units considered by the Plan to be special care units.

If a private room is Medically Necessary for isolation purposes, the private room charge will be considered as semi-private.

- **Ancillary:** Benefits will be payable for Medically Necessary miscellaneous and ancillary services and supplies furnished during a covered Admission.

Hospital Outpatient Services and Supplies

Services rendered in an Outpatient department of a Hospital, includes, but not limited to, the following:

- Allergy testing.
- Chemotherapy.
- Dialysis.
- Laboratory tests and x-rays.
- Pre-admission testing.
- Radiation therapy.
- Respiratory therapy.
- Surgical services.

Injectable Drugs

Injectable Drugs, unless purchased through the Plan's prescription Drug program. If the injectable Drug is purchased through the Plan's prescription Drug program, any fee Incurred by a Physician for administration will be eligible under this Plan.

Medical Supplies

Coverage includes, but is not limited to, the following:

- Heart pacemaker; surgical dressings; casts; splints; trusses; braces; crutches.
- Oxygen and related supplies.
- Initial contact lenses or glasses required following cataract Surgery.
- Breast pumps (for purchases, call CareCentrix 1-877-466-0164).

Mental Disorders

- **Inpatient:** Semi-private room accommodations and Medically Necessary services and supplies furnished by the Hospital or facility for Diagnosis or treatment of Mental Disorders.
- **Outpatient:** Medical expenses for Outpatient treatment of Mental or Nervous Disorders includes, but is not limited to, the following:

- Medically Necessary services and supplies provided by a Hospital or other duly licensed facility on an Outpatient basis, including laboratory testing.
- Physician office visits or Physician visits on an Outpatient basis at a Hospital or other licensed facility.
- Outpatient shock therapy.

NOTE: Covered Expenses shall also include charges for services received in connection with conditions related to attention deficit disorder behavioral problems.

Newborn Care Services and Supplies

Medically Necessary expenses Incurred by a newborn infant during his initial Hospital confinement. Benefits include services and supplies furnished by the Hospital and Physician. Inpatient Physician care for a healthy, full-term newborn includes, but is not limited to, the initial examinations and the circumcision of male infants.

Covered Expenses for a well or sick newborn Child Incurred for Hospital and Physician services will be made on the same basis as any other Sickness. Benefits will be payable as expenses of the Child.

Nutritional Counseling

Nutritional counseling rendered by a licensed nutritionist (if licensing is required by the state) or registered dietician. Benefits will be limited to the following conditions: diabetes, pre and post covered weight loss Surgery, and post-cardiac Surgery.

Occupational Therapy

Rehabilitation treatment or services rendered by a registered occupational therapist, under the direct supervision of a Physician, in a home setting, or at a facility, Institution, or Outpatient facility whose primary purpose is to provide medical care to restore the loss or impairment of motor functions resulting from Illness or Injury. Coverage ends once maximum medical recovery has been achieved and further treatment is primarily for maintenance purposes. Only therapy designed to restore motor functions needed for activities of daily living (such as walking, eating, dressing, etc.) is covered. Refer to the applicable Schedule of Benefits for information regarding limitations.

Oral Surgery

Benefits are limited to the following procedures:

- Excision of bony impacted and unerupted teeth.
- Excision of tumors or cysts from the mouth.
- Treatment of fractures of facial bones.
- External incision and drainage of cellulitis.
- Incision of accessory sinuses, salivary glands or ducts.

Organ Transplants

- **Services:** Covered Expenses related to non-experimental human organ transplants which are Medically Necessary. Covered procedures include:
 - Bone Marrow.
 - Heart.
 - Heart/lung.
 - Kidney.
 - Liver.
 - Lung.
 - Pancreas.

The Plan will also cover any other types of human organ transplants that become accepted as non-experimental procedures, as determined by the Plan Administrator. Covered Expenses include acquisition cost and Drugs, even if not otherwise covered under this Plan.

Covered transplant-related expenses Incurred by a donor will be payable as follows:

If the donor is a Participant under this Plan, his Covered Expenses will be covered if donor benefits are not provided under the recipient's plan.

If the recipient is covered under this Plan, his Covered Expenses will be covered.

If the recipient is a Participant but the donor is not, the donor's Covered Expenses are covered under this Plan if his expenses are not payable under any other plan.

If both the donor and the recipient are Participants under this Plan, Covered Expenses incurred by each person will be considered separately.

- **Requirements:** Transplants: Any human solid organ or bone marrow/stem cell transplant provided that:
 - A second surgical opinion must be obtained prior to undergoing any transplant procedure listed above. The mandatory second opinion must concur with the attending Physician's findings regarding the Medical Necessity of such procedure. The second opinion must be rendered by a board-certified surgeon who is not affiliated in any way with the Physician or the surgeon who rendered the first surgical opinion. The surgeon who gives the second surgical opinion may not perform the Surgery.
 - The condition is life-threatening.
 - Such transplant for that condition follows a written protocol that has been reviewed and approved by an institutional review board, federal agency or other such organization recognized by medical specialists who have appropriate expertise.
 - The patient is a suitable candidate for the transplant approved by the Plan.

Physical Therapy

Treatment or services rendered by a physical therapist, under direct supervision of a Physician, in a home setting or a facility or Institution whose primary purpose is to provide medical care for an Illness or Injury, or at a free standing duly licensed Outpatient therapy facility. Coverage ends once maximum medical recovery has been achieved and further treatment is primarily for maintenance purposes. Only therapy designed to restore motor functions needed for activities of daily living (such as walking, eating, dressing, etc.) is covered. Refer to the applicable Schedule of Benefits for information regarding limitations.

Physician Services

Services of a Physician for Medically Necessary care, including office visits, home visits, Hospital Inpatient care, surgical opinion consultations, Hospital Outpatient visits and exams, and clinic care.

Pregnancy Expenses

Expenses attributable to a Pregnancy.

Under the Newborns' and Mothers' Health Protection Act of 1996, group health plans and health insurance issuers generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn Child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a Provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). In no event will an "attending Provider" include a plan, Hospital, managed care organization, or other issuer.

Regular Plan benefits (as specified in the applicable sections of this document) are payable for expenses Incurred by the covered Employee, spouse or Dependent Child.

Services required for the normal management of Pregnancy, including any condition usually associated with the management of a difficult Pregnancy but not considered a complication of Pregnancy. Antepartum and postpartum care of the mother is included.

Services required for the treatment of complication of Pregnancy, including any physical effect directly caused by Pregnancy but considered to be an effect of a normal Pregnancy, conditions related to ectopic Pregnancy or conditions requiring cesarean section.

Care for miscarriage.

NOTE: Preventive Care charges for Pregnancy are covered under the Preventive Care benefit in the Medical Benefits section.

Prescription Drugs

The Plan has selected RxBenefits to provide benefits for prescription Drugs.

- **Retail Benefit**

If a Participant incurs charges for prescription Drugs, this plan will pay 100% of the cost of the prescription, minus the per-prescription Copayment. The Copayments will apply to the Prescription Drug Out-of-Pocket Maximum. Once this Out-of-Pocket Maximum has been reached, covered prescriptions will be reimbursed at 100% for the remainder of the Calendar Year.

If a prescription is filled at a participating pharmacy, the Participant will have to pay only the Copayment amount. The pharmacy will submit the Claim to the prescription Drug plan, which will reimburse the pharmacy.

If a prescription is filled at a non-participating pharmacy, the Participant will have to pay the entire cost of the prescription. For reimbursement, a prescription Drug claim form must be completed by the Participant and submitted to the prescription Drug plan for reimbursement.

- **Mail Order Benefit**

If a Participant incurs charges for prescription Drugs, this plan will pay 100% of the cost of the prescription, minus the per-prescription Copayment. The Copayments will apply to the Prescription Drug Out-of-Pocket Maximum. Once this Out-of-Pocket Maximum has been reached, covered prescriptions will be reimbursed at 100% for the remainder of the Calendar Year.

This program is particularly beneficial for those individuals who take regular medication over an extended period of time (maintenance medication). Maintenance medication is usually associated with the treatment of such illnesses as anemia, arthritis, diabetes, emotional distress, epilepsy, heart disorders, high blood pressure, thyroid or adrenal conditions, ulcers, etc.

To participate in the mail order Drug program, the Participant must send the original prescription, along with the appropriate per-prescription Copayment amount, to the mail order Drug service. The medication will then be mailed by the mail order Drug service along with reordering instructions.

Preventive Care

Preventive and Wellness Services for Adults and Children - In compliance with section (2713) of the Affordable Care Act, benefits are available for evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States

Preventive Services Task Force (USPSTF). Colonoscopies and sigmoidoscopies are limited to Participants age 50 and over.

Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control (CDC) and Prevention with respect to the individual involved.

With respect to infants, Children, and adolescents, evidence-informed Preventive Care and screenings as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

See the following websites for more details:

<https://www.healthcare.gov/coverage/preventive-care-benefits/>;
<https://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>;
<https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>;
https://www.aap.org/en-us/Documents/periodicity_schedule.pdf;
<https://www.hrsa.gov/womensguidelines/>.

Women's Preventive Services - With respect to women, such additional Preventive Care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration not otherwise addressed by the recommendations of the United States Preventive Service Task Force, which will be commonly known as HRSA's Women's Preventive Services Required Health Plan Coverage Guidelines. The HRSA has added the following eight categories of women's services to the list of mandatory preventive services:

- Well-woman visits.
- Gestational diabetes screening.
- Human papillomavirus (HPV) Deoxyribonucleic Acid (DNA) testing.
- Sexually transmitted infection counseling.
- Human Immunodeficiency Virus (HIV) screening and counseling.
- Food and Drug Administration (FDA)-approved contraception methods and contraceptive counseling.
- Breastfeeding support, supplies and counseling.
- Domestic violence screening and counseling.

A description of Women's Preventive Services can be found at: <http://www.hrsa.gov/womensguidelines/> or at the websites listed above.

NOTE: This Plan will at all times comply with the Patient Protection and Affordable Care Act (PPACA), as amended by the Reconciliation Act and related regulatory guidance. To the extent required by PPACA and the regulatory guidance, the Plan will provide benefits for all health care services and supplies rendered solely for the purpose of health maintenance and not for the treatment of an Illness or Injury without any cost-sharing (such as Copayments, Coinsurance or Deductibles). If the Plan does not have a Network Provider that can provide a particular Preventive Care service, the Plan will cover the Preventive Care service without cost-sharing if performed by a Non-Network Provider. Benefits include gender-specific Preventive Care

services, regardless of the sex the Participant was assigned at birth, his or her gender identity, or his or her recorded gender.

Private Duty Nursing

Services certified as Medically Necessary by a Physician and provided by a Nurse. The nursing services provided must require the special skill and training of a Registered Nurse, Licensed Practical Nurse or Professional Nurse.

Prosthetics and Orthotics

Prosthetic devices (other than dental) to replace all or part of an absent body organ or part, including replacement due to natural growth or pathological change, but not including charges for repair or maintenance. Orthotic devices, but excluding orthopedic shoes (unless attached to a brace) and other supportive devices for the feet.

Radiation Therapy

Radiation therapy by x-ray, radon, radium and radioactive isotopes.

Rehabilitation Facility

Facility charges for Rehabilitation treatment performed in a Rehabilitation Facility and associated services and supplies.

Respiration Therapy

Respiration therapy services, when rendered in accordance with a Physician's written treatment plan.

Routine Patient Costs for Participation in an Approved Clinical Trial

Charges for any Medically Necessary services, for which benefits are provided by the Plan, when a Participant is participating in a phase I, II, III or IV clinical trial, conducted in relation to the prevention, detection or treatment of a life-threatening Disease or condition, as defined under the ACA, provided:

- The clinical trial is approved by:
 - The Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services;
 - An Institutional review board of an Institution that has an agreement with the Office for Human Research Protections of the U.S. Department of Health and Human Services; and
 - The U.S. Department of Veterans Affairs; or
 - The U.S. Department of Defense;

- The U.S. Food and Drug Administration;
- The National Institute of Health;
- The research Institution conducting the Approved Clinical Trial and each health professional providing routine patient care through the Institution, agree to accept reimbursement at the applicable Allowable Expense, as payment in full for routine patient care provided in connection with the Approved Clinical Trial.

Second Surgical Opinions

Benefits will be payable for a second surgical opinion in the event elective Surgery is recommended by a Physician. The Physician rendering the second surgical opinion must be a board-certified internist, or a board-certified specialist in the appropriate specialty, and must not be affiliated in any way with the Physician who will be performing the actual Surgery. Furthermore, the second surgical opinion benefit includes Physician services and any diagnostic services which may be required. If the second surgical opinion does not confirm the need for Surgery, a third opinion may be obtained and will be paid the same as the second surgical opinion.

Skilled Nursing Facility

- **Services:** Services and supplies (other than personal items and professional services) provided while the patient is under continuous medical care and requires 24-hour nursing care, and semi-private Room and Board.
- **Requirements:** Confinement must be ordered by the Physician as Medically Necessary for convalescence from the Illness or Injury that caused the Hospital confinement. The confinement must begin with 14 days of a Hospital confinement of at least 3 days.

The attending Physician completes a treatment plan which includes a Diagnosis, the proposed course of treatment and the projected date of discharge from the facility.

.Refer to the applicable Schedule of Benefits for information regarding limitations.

Sleep Disorders

Covered Expenses shall include charges for Medically Necessary sleep studies. The patient must exhibit a history of sleep disturbance which is having an adverse effect on the patient's health, could be potentially life-threatening or is aggravating a medical condition of the patient.

Speech Therapy

Therapy, for Rehabilitation purposes, rendered by a certified speech therapist/pathologist on the recommendation and evaluation of a Physician to restore already established speech loss due to an Illness or Injury or to correct an impairment due to congenital defect for which corrective Surgery has been performed. Coverage ends once maximum medical recovery has been achieved

and further treatment is primarily for maintenance purposes. Refer to the applicable Schedule of Benefits for information regarding limitations.

Sterilization

Procedures to bring about, but not reverse, sterilization, regardless of Medical Necessity.

NOTE: Certain Covered Expenses may be provided under the Preventive Care benefit as described in this Medical Benefit descriptions section.

Substance Abuse

- **Inpatient:** Semi-private room accommodations and Medically Necessary services and supplies furnished by the Hospital or facility for Diagnosis or treatment of Substance Abuse.
- **Outpatient:** Medical expenses for Outpatient treatment of Substance Abuse including the following:
 - Medically Necessary services and supplies provided by a Hospital or other duly licensed facility on an Outpatient basis.
 - Physician office visits or Physician visits on an Outpatient basis at a Hospital or other licensed facility.

Surgery

- **Surgeon:** Charges for multiple Surgical Procedures will be a Covered Expense subject to the following provisions:
 - If bilateral or multiple Surgical Procedures are performed by one surgeon, benefits will be determined based on the Maximum Allowable Charge that is allowed for the primary procedures. Then a portion of the Maximum Allowable Charge will be allowed for each additional procedure performed through the same incision, as well as for each additional procedure performed through a separate incision. Any procedure that would be an integral part of the primary procedure or is unrelated to the Diagnosis will be considered “incidental” and no benefits will be provided for such procedures.
 - If multiple unrelated Surgical Procedures are performed by two or more surgeons on separate operative fields, benefits will be based on the Maximum Allowable Charge for each surgeon’s primary procedure. If two or more surgeons perform a procedure that is normally performed by one surgeon, benefits for all surgeons will not exceed the Maximum Allowable Charge percentage allowed for that procedure; and

- The Maximum Allowable Charge for services rendered by an assistant surgeon will be limited to twenty percent (20%) of the Maximum Allowable Charge identified for the surgeon's service.
- **Cosmetic/Reconstructive Surgery:** Correction of abnormal congenital conditions and reconstructive Surgery performed as a result of Illness or Injury.
- **Reconstructive Surgery Following Mastectomy:** The Federal Women's Health and Cancer Rights Act, signed into law on October 21, 1998, contains coverage requirements for breast cancer patients who elect reconstruction in connection with a Mastectomy. The Federal law requires group health plans that provide Mastectomy coverage to also cover breast reconstruction Surgery and prostheses following Mastectomy.

As required by law, the Participant is being provided this notice to inform the individual about these provisions. The law mandates that individuals receiving benefits for a Medically Necessary Mastectomy will also receive coverage for:

- Reconstruction of the breast on which the Mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and physical complications from all stages of Mastectomy, including lymphedemas;

The reconstruction of the breast will be done in a manner determined in consultation with the attending Physician and the patient.

This coverage will be subject to the same annual Deductible and Coinsurance provisions that currently apply to Mastectomy coverage, and will be provided in consultation with the individual and their attending Physician.

Temporomandibular Joint Dysfunction

Covered Expenses and supplies recognized as effective and appropriate by the medical or dental profession as necessary to treat TMJ, myofascial pain dysfunction syndromes and other associated disorders. Benefits are limited to surgical correction.

SECTION IV - MEDICAL PLAN EXCLUSIONS

Some health care services are not covered by the Plan. The following Exclusions apply to this Plan except that if any Exclusion is contrary to any law to which this Plan is subject, the provision is hereby automatically changed to meet the law's minimum requirement.

Administrative Costs. Care, supplies, treatment, and/or services that are solely for and/or applicable to administrative costs of completing Claim forms and for providing records wherever allowed by applicable law and/or regulation.

After the Termination Date. Care, supplies, treatment, and/or services that are Incurred by the Participant on or after the date coverage terminates, even if payments have been predetermined for a course of treatment submitted before the termination date, unless otherwise deemed to be covered in accordance with the terms of the Plan or applicable law and/or regulation.

Alcohol. Care, supplies, treatment, and/or services involving a Participant who has taken part in any activity made illegal either due to the use of alcohol or a state of intoxication. It is not necessary that an arrest occur, criminal charges be filed, or, if filed, that a conviction result. Proof beyond a reasonable doubt is not required to be deemed an activity made illegal due to the use of alcohol or a state of intoxication. Expenses will be covered for Injured Participants other than the person partaking in an activity made illegal due to the use of alcohol or a state of intoxication, and expenses may be covered for Substance Abuse treatment as specified in this Plan, if applicable. This Exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions).

Alopecia.

Biofeedback.

Breast Reduction.

Broken Appointments. Care, supplies, treatment, and/or services that are charged solely due to the Participant's having failed to honor an appointment.

Charges for Treatment. Charges for treatment of conditions related to hyperkinetic syndromes, autism, behavioral problems or mental retardation.

Cochlear Implants. For cochlear implants.

Contraceptives. Contraceptives and medications used for contraceptive purposes, except as specified as a Covered Expense under this Plan. Certain forms of contraceptives may be provided under the Plan's prescription Drug program.

Cosmetic Surgery. Expenses Incurred in connection with the care and/or treatment of Surgical Procedures which are performed for plastic, reconstructive or cosmetic purposes or any other service or supply which are primarily used to improve, alter or enhance appearance, whether or not for psychological or emotional reasons, except to the extent where it is needed for: (a) repair or alleviation of damage resulting from an Accident; (b) because of infection or Illness; (c) because of congenital Disease, developmental condition or anomaly of a covered Dependent Child which has resulted in a functional defect. A treatment will be considered cosmetic for either of the following reasons: (a) its primary purpose is to beautify or (b) there is no documentation of a clinically significant impairment, meaning decrease in function or change in physiology due to Injury, Illness or congenital abnormality. The term “cosmetic services” includes those services which are described in IRS Code Section 213(d)(9).

Custodial Care. Charges for Custodial Care, domiciliary care, rest cures, services that are primarily Educational in nature (except as specified), or any maintenance-type care which is not reasonably expected to improve the patient’s condition (except Hospice Care as specified).

Dental Treatment. Any dental treatment or services, except specified services and Medically Necessary Hospital expenses.

Drugs Requiring a Written Prescription. Except those specified, those taken or administered in whole or in part during confinement in a licensed facility or those administered in a Physician’s office are not covered by this Plan.

Educational or Vocational Testing. Services for Educational or vocational testing or training, except as specified or diabetes training.

Examinations. Any health examination required by any law of a government to secure insurance or school admissions or professional or other licenses, except as required under applicable federal law.

Excess. Care, supplies, treatment, and/or services that are for charge(s) or portion of a charge or charges that exceed Plan limits, set forth herein and including (but not limited to) Covered Expenses or the Maximum Allowable Charge in the Plan Administrator’s discretion and as determined by the Plan Administrator.

Exercise Programs. Exercise programs for treatment of any condition, except for Physician supervised cardiac rehabilitation, occupational or physical therapy covered by this Plan.

Experimental. Care, supplies, treatment, and/or services that are Experimental or Investigational.

Eye Care. Glasses, contact lenses, or eye examinations and/or treatment (surgical or nonsurgical) of refractive error for the correction of vision or the fitting of glasses, except as specified.

Family Member. Services, supplies, care or treatment performed by a person who is related to the Participant as a spouse, parent, Child, brother or sister, whether the relationship exists by virtue of “blood” or “in law” or a person who resides in the same household.

Foot Care. Treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions (except open cutting operations), and treatment of corns, calluses or toenails (unless needed in treatment of a metabolic or peripheral vascular Disease).

Foot Orthotics.

Foreign Travel. Care, treatment or supplies received outside of the U.S. if travel is for the purpose of obtaining medical services, unless otherwise approved by the Plan Administrator.

Functional Therapy. Charges made for functional therapy for learning or vocational disabilities or for speech, hearing and/or occupational therapy, unless specifically covered under another provision of this Plan.

Government. Care, supplies, treatment, and/or services that the Participant obtains, but which is paid, may be paid, is provided or could be provided for at no cost to the Participant through any program or agency, in accordance with the laws or regulations of any government, or where care is provided at government expense, unless there is a legal obligation for the Participant to pay for such treatment or service in the absence of coverage. This Exclusion does not apply when otherwise prohibited by law, including laws applicable to Medicaid, Medicare, and TRICARE.

Government-Operated Facilities.

1. Care, supplies, treatment, and/or services that are furnished to the Participant in any veteran’s Hospital, military Hospital, Institution or facility operated by the United States government or by any State government or any agency or instrumentality of such governments; and
2. Care, supplies, treatment, and/or services that can be paid for by any government agency, even if the patient waives his rights to those services or supplies.

NOTE: This Exclusion does not apply to treatment of non-service related disabilities or for Inpatient care provided in a military or other Federal government Hospital to Dependents of active duty armed service personnel or armed service retirees and their Dependents. This Exclusion does not apply where otherwise prohibited by law.

Growth Hormone Drugs.

Hair Loss. Care and treatment for hair loss including wigs, cranial prostheses, hair transplants or any Drug that promises hair growth, whether or not prescribed by a Physician.

Hazardous Pursuit. Services, supplies, care or treatment of Injury or Illness resulting from engaging in a hazardous hobby or activity. A hobby or activity is hazardous if it is an unusual activity which is characterized by a constant threat of danger or risk of bodily harm. Hazardous

hobbies or activities include: hang gliding, outdoor rock climbing, sky diving, bungee jumping, automobile, motorcycle or speedboat racing, traveling to other countries with advisory warnings, riding all-terrain vehicles and piloting small aircraft.

Hearing Aids and Exams. Charges for services or supplies in connection with hearing aids or exams for their fitting and/or repair of hearing aids.

Hirsutism.

Hospital Employees. Professional services billed by a Physician or Nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.

Illegal Acts. Services, supplies, care or treatment of an Illness or Injury sustained during the commission, or attempted commission, of an assault or felony; or Injuries sustained while engaging in an illegal occupation. This Exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions).

Illegal Drugs or Medications. Services, supplies, care or treatment to a Participant for Illness or Injury Incurred while the Participant was voluntarily taking of or being under the influence of any controlled substance, Drug, hallucinogen, or narcotic not administered on the advice of a Physician. Expenses will be covered for injured Participants other than the person using controlled substances and expenses will be covered for Substance Abuse treatment as specified in this Plan. This Exclusion does not apply (a) if the Injury resulted from being the victim of an act of domestic violence, or (b) resulted from a medical condition (including both physical and mental health conditions).

Impotence.

Incurred by Other Persons. Services, supplies, care or treatment expenses actually Incurred by other persons, except as specified.

Infertility Treatment (and Testing). Services, supplies, care or treatment, including but not limited to, the following charges related to infertility treatment: artificial insemination, fertility Drugs, G.I.F.T. (Gamete Intrafallopian Transfer), impotency Drugs such as Viagra™, in-vitro fertilization, surrogate mother, donor eggs, collection or purchase of donor semen (sperm) or oocytes (eggs), and freezing of sperm, oocytes, or embryos or any type of artificial impregnation procedure, whether or not such procedure is successful.

Marijuana. For marijuana or marijuana-derived substances or compounds (like THC/CBD oil), even if the Participant has a prescription and marijuana is legal under the laws of the state in which he or she lives.

Marital or Pre-Marital Counseling. Care and treatment for marital or pre-marital counseling.

Medical Necessity. Services, supplies, care or treatment that are not Medically Necessary and/or arise from services and/or supplies that are not Medically Necessary.

Negligence. Care, supplies, treatment, and/or services that are for Injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice on the part of any caregiver, Institution, or Provider, as determined by the Plan Administrator, in its discretion, in light of applicable laws and evidence available to the Plan Administrator.

No Coverage. Care, supplies, treatment, and/or services that are Incurred at a time when no coverage is in force for the applicable Participant and/or Dependent.

No Legal Obligation. Care, supplies, treatment, and/or services that are for services provided to a Participant for which the Provider of a service does not and/or would not customarily render a direct charge, or charges Incurred for which the Participant or Plan has no legal obligation to pay, or for which no charges would be made in the absence of this coverage, including but not limited to charges for services not actually rendered, fees, care, supplies, or services for which a person, company or any other entity except the Participant or the Plan, may be liable for necessitating the fees, care, supplies, or services.

No Physician Recommendation. Care, treatment, services or supplies not recommended and approved by a Physician; or treatment, services or supplies when the Participant is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Illness or Injury.

Non-Emergency Hospital Admissions. Care and treatment billed by a Hospital for non-medical Emergency Admissions on a Friday, Saturday or Sunday. This does not apply if Surgery is performed within 24 hours of Admission.

Non-Prescription Drugs. Care, supplies, treatment, and/or services that are for Drugs for use outside of a Hospital or other Inpatient facility that can be purchased over-the-counter and without a Physician's written prescription. Drugs for which there is a non-prescription equivalent available. This does not apply to the extent the non-prescription Drug must be covered under Preventive Care, subject to the Affordable Care Act.

Not Acceptable. Care, supplies, treatment, and/or services that are not accepted as standard practice by the American Medical Association (AMA), American Dental Association (ADA), or the Food and Drug Administration (FDA).

Not Covered Provider. Care, supplies, treatment, and/or services that are performed by Providers that do not satisfy all the requirements per the Provider definition as contained within this Plan.

Nutritional Supplements. Care, supplies, treatment, and/or services for nutritional supplements, except as specified under Preventive Care.

Obesity. Care and treatment relating to weight loss or dietary control, including the care and treatment of obesity whether or not it is, in any case a part of the treatment plan for another Illness. Medically Necessary charges for Morbid Obesity, including but not limited to Physician office visits, behavior modification and required x-ray and laboratory examinations will be covered.

Occupational Injury or Illness. Care and treatment of an Injury or Illness that is occupational — that is, arises from work for wage or profit including self-employment regardless of the availability of workers' compensation coverage.

Orthopedic Shoes. Care, supplies, treatment, and/or services for orthopedic shoes, unless they are an integral part of a leg brace and the cost is included in the orthotist's charge, and other supportive devices for the feet.

Orthoptics and/or Visual Therapy.

Personal Comfort Items. Personal comfort items or other equipment, includes but is not limited to; air conditioners, air purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, nonprescription Drugs and medicines, and first aid supplies and non-Hospital adjustable beds, whether or not recommended by a Physician.

Personal Convenience Items. Charges for personal convenience items, including, but not limited to, TV and telephone, guest trays, guest beds and reading material.

Physician Phone Calls or Interviews. Charges made by a doctor for phone calls or interviews when the Physician does not see the patient for treatment, except as specified.

Postage, Shipping, Handling Charges, Etc. Care, supplies, treatment, and/or services that are for any postage, shipping or handling charges which may occur in the transmittal of information to the Claims Administrator; including interest or financing charges.

Prior to Coverage. Care, supplies, treatment, and/or services that are rendered or received prior to or after any period of coverage hereunder, except as specifically provided herein.

Prohibited by Law. Care, supplies, treatment, and/or services that are to the extent that payment under this Plan is prohibited by law.

Provider Error. Care, supplies, treatment, and/or services that are required as a result of unreasonable Provider error.

Replacement Braces. Replacement of braces of the leg, arm, back, neck, or artificial arms or legs, unless there is sufficient change in the Participant's physical condition to make the original device no longer functional or the age of the brace makes it no longer functional.

Routine Patient Costs for Participation in an Approved Clinical Trial. For routine patient costs for participation in an Approved Clinical Trial. The following items are excluded from approved clinical trial coverage under this Plan:

1. The cost of an Investigational new Drug or device that is not approved for any indication by the U.S. Food and Drug Administration, including a Drug or device that is the subject of the Approved Clinical Trial;
2. The cost of a service that is not a health care service, regardless of whether the service is required in connection with participation in an Approved Clinical Trial;
3. The cost of a service that is clearly inconsistent with widely accepted and established standards of care for a particular Diagnosis;
4. A cost associated with managing an Approved Clinical Trial;
5. The cost of a health care service that is specifically excluded by the Plan; and
6. Services that are part of the subject matter of the Approved Clinical Trial and that are customarily paid for by the research Institution conducting the Approved Clinical Trial.

If one or more participating Providers do participate in the Approved Clinical Trial, the qualified plan Participant must participate in the Approved Clinical Trial through a participating, Network Provider, if the Provider will accept the Participant into the trial.

The Plan does not cover routine patient care services that are provided outside of this Plan's health care Provider Network unless Non-Network benefits are otherwise provided under this Plan.

Self-Inflicted Injury. Care, supplies, treatment, and/or services that are Incurred due to an intentionally self-inflicted Injury or Illness, not definitively (a) resulting from being the victim of an act of domestic violence, or (b) resulting from a documented medical condition (including both physical and mental health conditions). This Exclusion does not apply if the Injury resulted from an act of domestic violence. Under HIPAA, benefits for injuries generally covered under a plan cannot be excluded merely because they were self-inflicted or were sustained in connection with a suicide or attempted suicide if the injuries resulted from a medical condition such as depression.

Sex Reassignment. Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This Exclusion includes medications, implants, hormone therapy, Surgery and medical or psychiatric treatment.

Sexual Dysfunction. For any services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmy, and premature ejaculation.

Smoking Cessation. Care and treatment for smoking cessation programs, including smoking deterrent products.

NOTE: This Exclusion does not apply to any service or supply required by the Patient Protection and Affordable Care Act (PPACA), as amended by the Reconciliation Act and related regulatory guidance, to be included as a Covered Expense under the Preventive Care benefit.

Speech Therapy. Speech therapy for remedial or Educational purposes or for initial development of natural speech. This would apply to Children who have not established a natural speech pattern for reasons that do not relate to a congenital defect. In these cases, speech therapy would be considered Educational in nature and not eligible for coverage. Speech therapy would not meet coverage criteria for the following conditions: chronic voice strain, congenital deafness, delayed speech, developmental or learning disorders, environmental or cultural speech habits, hoarseness, infantile articulation, lisping, intellectual disability, resonance, stuttering, and voice defects of pitch, loudness, and quality.

Sterilization Reversal. Care and treatment for reversal of surgical sterilization.

Subrogation, Reimbursement, and/or Third Party Responsibility. Care, supplies, treatment, and/or services that are for an Illness, Injury or Sickness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.

Travel or Accommodations. Charges for travel or accommodations, whether or not recommended by a Physician, except for Ambulance charges as defined as a Covered Expense.

Unreasonable. Care, supplies, treatment, and/or services that are not reasonable in nature or in charge (see definition of Maximum Allowable Charge), or are required to treat Illness or Injuries arising from and due to a Provider's error, wherein such Illness, Injury, infection or complication is not reasonably expected to occur. This Exclusion will apply to expenses directly or indirectly resulting from circumstances that, in the opinion of the Plan Administrator in its sole discretion, gave rise to the expense and are not generally foreseeable or expected amongst professionals practicing the same or similar type(s) of medicine as the treating Provider whose error caused the loss(es).

Vitamins. Charges for vitamins, minerals, non-prescription food and/or food supplements and non-prescription dietary Drugs, except as required by the Patient Protection and Affordable Care Act (PPACA), as amended by the Reconciliation Act and related regulatory guidance.

War/Riot. Care, supplies, treatment, and/or services that Incurred as a result of war or any act of war, whether declared or undeclared, or any act of aggression by any country, including rebellion or riot, when the Participant is a member of the armed forces of any country, or during service by a Participant in the armed forces of any country, or voluntary participation in a riot. This Exclusion does not apply to any Participant who is not a member of the armed forces, and does not apply to victims of any act of war or aggression.

With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being the victim of an act of domestic violence or a documented medical condition. To the extent consistent with applicable law, this exception will not require this Plan to provide particular benefits other than those provided under the terms of the Plan.

SECTION V - DENTAL BENEFITS

Dental benefits are available under this Plan when Covered Expenses are Incurred by a Participant for care while the person is covered for these benefits under the Plan. This section is intended to be read in conjunction with the Schedule of Benefits (Dental).

Dental Deductible

The Deductible amount, if any, is the amount each Participant must pay each Calendar Year toward Covered Expenses. Once the Deductible is satisfied, additional Covered Expenses will be reimbursed according to the percentages set forth herein, subject to the limitations and Exclusions set forth in this section.

Covered Expenses Incurred by any Participant and Family Unit in the last three months of any Calendar Year which are applied to satisfy the Deductible for that Calendar Year may also be used toward satisfaction of the Deductible in the next Calendar Year.

Incurred Charge

The charge for a service or supply is considered to be Incurred on the date it is furnished except as follows:

- Expenses for fixed bridgework, crowns, inlays or restorations shall be deemed Incurred on the first day of preparation of the tooth or teeth involved provided the person remains continuously covered during the course of treatment.
- Expenses for full or partial dentures shall be deemed Incurred on the date the final impression is taken provided the person remains continuously covered during the course of treatment.
- Expenses for relining or rebasing of an existing partial or complete denture shall be deemed Incurred on the first day of preparation of the reline or rebase of such denture provided the person remains continuously covered during the course of treatment.
- Expenses or charges for endodontic services shall be deemed Incurred on the date the specific root canal procedure commenced provided the person remains continuously covered during the course of treatment.
- Expenses for Orthodontic services shall be deemed Incurred on the date the initial active Appliance was installed.

Covered Expenses

The following is a brief description of the types of expenses that will be considered for coverage under the Plan, subject to the limitations contained in the applicable Schedule of Benefits. Charges must be for services and supplies customarily employed for treatment of the dental condition, and rendered in accordance with ADA accepted standards of practice. Coverage will be limited to the Maximum Allowable Charge.

Preventive and Diagnostic Services

Routine oral examination (including diagnosis) but not more than twice per Calendar Year.

Prophylaxis but not more than twice per Calendar Year.

Dental X-rays as follows:

- Bitewing X-rays but not more than twice per Calendar Year;
- Full-mouth X-rays but not more than once in any period of 36 consecutive months;
- Other X-rays as required.

Topical application of fluoride but not more than once per Calendar Year.

Emergency treatment to relieve pain.

Space maintainers (including installation and the fitting thereof).

Basic Restorative Services and Supplies

Tests and laboratory examinations including bacteriologic cultures, pulp vitality tests and diagnostic casts (study models).

Oral Surgery, including necessary pre-operative treatment during Hospital Confinement and customary post-operative treatment furnished in connection with oral Surgery.

- Extraction of one or more teeth, except when done in connection with or in preparation for Orthodontic services;
- Alveoplasty (surgical preparation of ridge for dentures) and tooth replantation; and
- Treatment of fractures and reduction of dislocation of the jaw, and other cutting procedures in the oral cavity, except periodontic and endodontic Surgery.

Amalgam, silicate, acrylic, synthetic porcelain and composite filling restorations to restore diseased or fractured teeth.

General anesthesia and the administration thereof when Medically Necessary and administered in connection with oral or dental Surgery.

Endodontic treatment including root canal therapy.

The injection of antibiotic Drugs and application of desensitizing medication by the attending Dentist or Physician.

The repair or recementing of crowns, inlays, onlays, bridgework or dentures, or relining or rebasing of dentures more than six months after the installation of an initial or replacement denture, not to exceed one relining or rebasing in any period of 36 consecutive months.

Major Restorative Services and Supplies

Gingivectomy and osseous Surgery and treatment of periodontal and other diseases of the gums and tissues of the mouth.

Inlays, onlays, gold fillings or crown restorations to restore diseased or fractured teeth, but only when the tooth, as a result of extensive caries or fracture cannot be restored to proper function with an amalgam, silicate, acrylic, synthetic porcelain or composite restoration.

Initial installation of removable partial or complete denture.

Initial installation of fixed partial dentures (bridgework – including inlays and crowns as abutments).

Replacement of an existing removable partial or complete denture or fixed partial denture by a new removable or fixed partial denture, or the addition of teeth to an existing removable partial denture or to a fixed partial denture, but only if (1) the replacement or addition of teeth is required to replace one or more teeth extracted after the existing removable partial denture or fixed partial denture was installed (2) the existing removable denture or fixed partial denture cannot be made serviceable and, if such a denture was installed at least five years prior to its replacement, or (3) the existing denture is an immediate temporary denture which cannot be made permanent, and replacement by a permanent removable denture takes place within twelve months from the date of initial installation of the immediate temporary denture.

Orthodontic Services and Supplies

Orthodontic procedures required for the correction of malposed teeth; i.e. procedures performed that involve the use of an active Orthodontic appliance and post-treatment retentive appliance for the treatment of malalignment of teeth and/or jaws which significantly interferes with their function. Related oral examinations, Surgery and extractions are included.

Charges for appliances necessary for treatment of Temporomandibular Joint Disturbances will be covered as Orthodontic Services, subject to the Orthodontic Calendar Year maximum indicated in the Schedule of Benefits.

Occlusal Guards

Occlusal guards to prevent grinding of teeth or to relieve joint pain.

SECTION VI - DENTAL PLAN EXCLUSIONS

Some health care services are not covered by the Plan. The following Exclusions apply to this Plan except that if any Exclusion is contrary to any law to which this Plan is subject, the provision is hereby automatically changed to meet the law's minimum requirement.

Procedures or services rendered or supplies furnished by other than a Dentist or another Physician acting within the scope of his license, except for charges for procedures performed by a licensed dental hygienist acting within the scope of his license and under supervision and direction of a Dentist or another Physician.

Procedures, services or supplies primarily for beautification, including charges for personalization or characterization of dentures.

Facings on pontics or crowns posterior to the second bicuspid.

Sealants or education or training in, and supplies used for, dietary or nutritional counseling, personal oral hygiene or dental plaque control.

Procedures, services or supplies which are not necessary, according to accepted standards of dental practice.

Procedures, services or supplies which do not meet accepted standards of dental practice, including charges for procedures, services or supplies which are experimental in nature.

Any spare, duplicate or replacement prosthetic device or any other duplicate dental appliance withing five years of the insertion or placement of the original prosthetic device or dental appliance.

Any adjustment or repair to a denture which is performed within six months of installation of the denture.

The replacement of lost, missing or stolen prosthetic device, or any other dental appliance.

Implantology, including tooth implantation or transplantation and surgical insertion of fabricated implants.

Periodontal splinting of teeth except for treatment of trauma.

Procedures, appliances or restorations to increase the vertical dimensions or restore or maintain occlusion or stabilize periodontally involved teeth except as specifically included as eligible expenses. Such procedures include but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from wear, rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion.

Drugs or medication, including prescriptions, other than injection of antibiotics and application of desensitizing medication by attending Dentist.

Any Dental service or supply which is payable under a separate benefit in this Plan, except to the extent that dental benefits payable under this section exceed those benefits payable under the other section of the Plan.

Any dental services or supplies which are furnished prior to the effective date of coverage. In the case of prosthetic devices and crowns charges will not be covered if the impressions were taken before the date coverage commenced, even though the prosthetic device or crown is not installed until after the date coverage commenced.

Charges incurred after the termination date of coverage under this Plan.

Orthodontic services and supplies incurred by a Dependent Child age nineteen or older.

Care, treatment or supplies received outside of the U.S. if travel is for the purpose of obtaining Dental services, unless otherwise approved by the Plan Administrator.

With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being the victim of an act of domestic violence or a documented medical condition. To the extent consistent with applicable law, this exception will not require this Plan to provide particular benefits other than those provided under the terms of the Plan.

SECTION VII - VISION BENEFITS

Vision benefits are available under this Plan when Covered Expenses are Incurred by a Participant for care while the person is covered for these benefits under the Plan. This section is intended to be read in conjunction with the Schedule of Benefits (Vision).

If a Participant incurs charges for necessary vision services or supplies upon the recommendation of an optometrist, the Plan will pay for complete vision examinations (including refraction), frames, lenses, and contact lenses up to the amounts and/or frequency limitations as specified in the Schedule of Benefits (Vision) as follows.

The Participant is responsible for the remaining cost irrespective of the amount payable by the Plan.

Professional vision examination. This examination is a complete analysis of the vision function, including the prescription of lenses where indicated. Benefits are payable as shown in the Schedule of Benefits.

Lenses: Benefits are payable as shown in the Schedule of Benefits for lenses including single vision, bifocal, trifocal or more complex lenses, necessary for the patient's visual welfare. Covered materials include tints, plastic multi-focal lenses and oversized lenses.

Frames: Benefits are payable as shown in the Schedule of Benefits.

Contact lenses: Separate benefits are payable for necessary contact lenses and cosmetic contact lenses as shown in the Schedule of Benefits. Contact lenses are considered to be necessary only if one of the following conditions apply:

- following cataract Surgery;
- to correct extreme visual acuity problems that cannot be corrected to at least 20/70 in one eye with spectacle lenses;
- anisometropia; or
- keratoconus.

Benefits payable for contact lenses will be in lieu of all other frames and lenses for the Benefit Period.

SECTION VIII - VISION PLAN EXCLUSIONS

Some health care services are not covered by the Plan. The following Exclusions apply to this Plan except that if any Exclusion is contrary to any law to which this Plan is subject, the provision is hereby automatically changed to meet the law's minimum requirement.

Broken Appointments. For charges for broken or missed vision appointments.

Consultations. Consultations, charges for failure to keep a scheduled visit, or charges for completion of a Claim form.

Foreign Travel. Care, treatment or supplies received outside of the U.S. if travel is for the purpose of obtaining vision services, unless otherwise approved by the Plan Administrator.

Frame or Lens Replacement. Broken, lost or stolen lenses or frames except at the normal intervals when services are otherwise available.

Government Coverage. Any treatment or service which is compensated for or furnished by the local, state or federal government (except where required by law).

Illegal Acts. Services, supplies, care or treatment of an Illness or Injury sustained during the commission, or attempted commission, of an assault or felony; or Injuries sustained while engaging in an illegal occupation. This Exclusion does not apply if the Injury (a) resulted from being the victim of an act of domestic violence, or (b) resulted from a documented medical condition (including both physical and mental health conditions).

Licensed Provider. Charges for vision expenses by other than a licensed provider.

Medically Necessary. Services, supplies, care or treatment that are not Medically Necessary and/or arise from services and/or supplies that are not Medically Necessary.

Medical Treatment. Medical or surgical treatment of the eyes.

No Charge. Care or treatment for which there would not have been a charge if no coverage had been in force.

No Legal Obligation. Care, supplies, treatment, and/or services that are for services provided to a Participant for which the Provider of a service does not and/or would not customarily render a direct charge, or charges Incurred for which the Participant or Plan has no legal obligation to pay, or for which no charges would be made in the absence of this coverage, including but not limited to charges for services not actually rendered, fees, care, supplies, or services for which a person, company or any other entity except the Participant or the Plan, may be liable for necessitating the fees, care, supplies, or services.

No Physician Recommendation. Care, treatment, services or supplies not recommended and approved by a Physician; or treatment, services or supplies when the Participant is not under the regular care of a Physician. Regular care means ongoing vision supervision or treatment which is appropriate care for the Injury or Illness.

Non Prescription Lenses. Charges for lenses ordered without a prescription or lenses that do not require a prescription.

Not Acceptable. Care, supplies, treatment, and/or services that are not accepted as standard practice by the American Medical Association (AMA), American Dental Association (ADA), or the Food and Drug Administration (FDA).

Not Needed. Frames or lenses not needed to correct abnormal vision.

Not Specified. Any charge not specifically listed as a Covered Expense.

Occupational. Care and treatment of an Injury or Illness that is occupational—that is, arises from work for wage or profit including self-employment regardless of the availability of workers' compensation coverage.

Orthoptics. Orthoptics, visual training. subnormal vision aids, aniseikonic lenses, plano (non-prescription) lenses.

Personal Comfort Items. Personal hygiene, comfort or convenience items.

Prior to Coverage. Care, supplies, treatment, and/or services that are rendered or received prior to or after any period of coverage hereunder, except as specifically provided herein.

Prohibited by Law. Care, supplies, treatment, and/or services that are to the extent that payment under this Plan is prohibited by law.

Provider Error. Care, supplies, treatment, and/or services that are required as a result of unreasonable Provider error.

Safety Glasses. Safety glasses or goggles.

Self-Inflicted Injury. Care, supplies, treatment, and/or services that are Incurred due to an intentionally self-inflicted Injury or Illness, not definitively (a) resulting from being the victim of an act of domestic violence, or (b) resulting from a documented medical condition (including both physical and mental health conditions). This Exclusion does not apply if the Injury resulted from an act of domestic violence. Under HIPAA, benefits for injuries generally covered under a plan cannot be excluded merely because they were self-inflicted or were sustained in connection with a suicide or attempted suicide if the injuries resulted from a medical condition such as depression.

Specialty Lenses. Charges for tinting of prescription sunglasses or for light-sensitive lenses in excess of the amount which would be covered for non-tinted lenses.

Subrogation, Reimbursement, and/or Third Party Responsibility. Care, supplies, treatment, and/or services that are for an Illness, Injury or Sickness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.

Termination. Charges incurred after the termination date of coverage under this Plan.

Unreasonable. Care, supplies, treatment, and/or services that are not reasonable in nature or in charge (see definition of Maximum Allowable Charge), or are required to treat Illness or Injuries arising from and due to a Provider's error, wherein such Illness, Injury, infection or complication is not reasonably expected to occur. This Exclusion will apply to expenses directly or indirectly resulting from circumstances that, in the opinion of the Plan Administrator in its sole discretion, gave rise to the expense and are not generally foreseeable or expected amongst professionals practicing the same or similar type(s) of medicine as the treating Provider whose error caused the loss(es).

Vision Plan. Any eye examination required by an employer as a condition of employment; or any service or material provided by any other vision care plan or group benefit plan containing benefits for vision care.

War/Riot. Care, supplies, treatment, and/or services that Incurred as a result of war or any act of war, whether declared or undeclared, or any act of aggression by any country, including rebellion or riot, when the Participant is a member of the armed forces of any country, or during service by a Participant in the armed forces of any country, or voluntary participation in a riot. This Exclusion does not apply to any Participant who is not a member of the armed forces, and does not apply to victims of any act of war or aggression.

With respect to any Injury which is otherwise covered by the Plan, the Plan will not deny benefits otherwise provided for treatment of the Injury if the Injury results from being the victim of an act of domestic violence or a documented medical condition. To the extent consistent with applicable law, this exception will not require this Plan to provide particular benefits other than those provided under the terms of the Plan.

SECTION IX- CARE MANAGEMENT PROGRAMS

NOTE: These programs are not designed to be the practice of medicine or to be a substitute for the medical judgment of the treating Physician.

Introduction

This section describes the care management programs available under this Plan and the Participant's responsibilities under these programs. Care management programs assist the Participant(s) to obtain the maximum benefit coverage under this Plan while optimizing clinical outcomes across a continuum of care.

The care management programs are designed to assist this Plan in:

1. Evaluating Participant's health care services to ensure they are Medically Necessary and appropriate;
2. Evaluating alternative levels of care opportunities;
3. Coordinating care needs;
4. Identifying applicable benefit limitations;
5. Identifying high risk Participants for proactive case management and/or disease management programs when applicable.

This Plan uses the methods described in this section to coordinate and review care, and identify Covered Expenses under the Plan.

Medical Necessity Determinations

Participants will receive benefits under this Plan only for Covered Expenses that are determined to be Medically Necessary and not Experimental or Investigational. The fact that a Physician has prescribed, ordered, recommended, or approved a health care service, or has informed the Participant of its availability does not in itself make it Medically Necessary. This Plan will make the final determination of whether any service is Medically Necessary or is considered Experimental or Investigational.

Case Management

The Plan may, at its sole discretion and when acting on a basis that precludes individual selection, permit alternative benefits that may otherwise not be payable under the Plan. The alternative benefits, called "Case Management," shall be determined on a case-by-case basis, and the Plan's decision to permit the benefits in one instance shall not obligate the Plan to provide the same or similar alternative benefits for the same or any other Participant, nor shall it be deemed to waive the right of the Plan to strictly enforce the provisions of the Plan. Case Management is a cost management program administered to provide a timely, coordinated referral to alternative care facilities to a Participant who suffers a catastrophic Illness or Injury while covered under this Plan.

The following are examples of diagnoses that might constitute a catastrophic Illness or Injury:

- High Risk Pregnancy.
- Neonatal High Risk Infant.
- Cerebral Vascular Accident (CVA or Stroke).
- Multiple Sclerosis.
- Amyotrophic Lateral Sclerosis (ALS).
- Cancers/Tumor Malignancy.
- Severe Cardio/Pulmonary Disease.
- Leukemia.
- Major Head Trauma and Brain Injury Secondary to Illness.
- Spinal Cord Injury.
- Amputation.
- Multiple Fractures.
- Severe Burns.
- AIDS.
- Transplant.
- Any claim expected to exceed \$25,000.

When the Case Manager is notified of one of the above Diagnoses (or any other Diagnosis for which Case Management might be appropriate in the Plan's sole discretion), the Case Manager will contact the Participant to discuss current medical treatment and facilitate future medical care. The Case Manager will also consult with the attending Physician to develop a written plan of treatment outlining all medical services and supplies to be utilized, as well as the most appropriate treatment setting. The treatment plan may be modified intermittently as the Participant's condition changes, with the mutual agreement of the Case Manager, the patient, and the attending Physician.

All services and supplies authorized by the treatment plan will be considered Covered Expense, whether or not they are otherwise covered under the Plan. The benefit level for alternative treatment settings may be the same as the Hospital benefit level, in the absence of the case management program. For all other services and supplies, the benefit level will be the same as the benefit for Outpatient medical treatment, in the absence of the program.

Any deviation from the treatment plan without the Case Manager's prior approval will negate the treatment plan, and all charges will be subject to the regular provisions of this Plan.

SECTION X - ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATE

Eligibility

Eligible Employee

To be an eligible Employee, an Employee must have met the eligibility requirements for Employee coverage (described below) and be Actively at Work.

An Employee becomes eligible for coverage on the first day of the month following the date of hire.

An eligible Employee includes the following:

A full time Employee who is Actively at Work directly employed in the regular business of and compensated for services and regularly works the number of hours per week required by the Employer.

Reinstatement

A rehired Employee is considered a new Employee if they are not credited with any hour of service for 26 consecutive weeks.

Upon return, coverage will be effective immediately, provided all other eligibility criteria are satisfied.

Eligible Dependents

A Dependent is any one of the following persons:

- a. A covered Employee's spouse. The term "spouse" shall mean the person recognized as the covered Employee's lawfully married spouse under the Code and applicable law. A Dependent spouse shall therefore not be one whom is divorced or Legally Separated from the Employee. The Plan Administrator may require documentation proving a legal marital relationship.
- b. A covered Employee's Child until the end of the of the calendar year in which he attains age 26.
- c. Any Child of a covered Employee who is an Alternate Recipient under a Qualified Medical Child Support Order (QMCSO) shall be considered as having a right to Dependent coverage under this Plan.

- d. A covered Employee's Child who is already covered under the Plan, who is 26 years of age or older from the date his coverage would otherwise terminate under the Plan and who is mentally or physically incapable of sustaining his or her own living. Written proof of such incapacity and dependency satisfactory to the Plan must be furnished and approved by the Plan within 31 days after the date the Child attains the limiting age stated above. The Plan may require, at reasonable intervals, subsequent proof satisfactory to the Plan.

To be considered an eligible Dependent, a covered Employee's Child must be one of the following:

- A covered Employee's natural Child.
- A covered Employee's stepchild.
- A covered Employee's legally adopted Child.
- A Child placed in the covered Employee's physical custody whom the covered Employee intends to adopt.
- A Child for whom the covered Employee and/or spouse has been named legal guardian. A "legal guardian" is a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.
- An eligible Employee's Child or Children for whom the eligible Employee has a Qualified Medical Child Support Order (QMCSO).

The following persons do not meet the definition of a Dependent:

- Any person covered under this Plan as a covered Employee.
- Any person covered as a Dependent by another covered Employee.
- A covered Employee's domestic partner or the covered Employee's domestic partner's Children.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for all Cost Sharing Amounts.

In no event will any Dependent Child be covered as a Dependent of more than one Employee who is covered under the Plan.

In order for the Employee's Dependent to be covered under the Plan the Employee must be enrolled for coverage under the Plan.

NOTE: Tax treatment for certain dependents. Federal tax law generally does not recognize former spouses, Legally Separated spouses, civil union or domestic partners, or the children of these partners, as dependents under the federal tax code unless the spouse, partner, or child otherwise qualifies as a dependent under the Internal Revenue Code §152. Therefore, the Employer may be required to automatically include the value of the health care coverage provided to any of the aforementioned individuals, who may be covered under this Plan as eligible Dependents, as additional income to the Employee.

Enrollment

NOTE: It is the responsibility of the enrolled Employee to notify his or her Employer of any changes in the Dependent's status.

Enrollment Requirements for Eligible Employees.

An eligible Employee must enroll for coverage by completing the Plan's enrollment process, along with authorizing any required contribution via a form or participating in the Employer's online enrollment process.

Enrollment Requirements for Dependents.

If an eligible Employee intends to cover any Dependents, those Dependents must also be affirmatively enrolled at the time of the Employee's enrollment or when a Dependent is acquired by a covered Employee.

Coverage for Dependents shall only be available to Dependents of Employees eligible for coverage for themselves.

Enrollment Requirements for Newborn Children.

A newborn Child of a covered Employee who does not have Dependent coverage or a newborn Child of a covered Employee who already has Dependent coverage must be affirmatively enrolled in this Plan as stated below under Timely Enrollment. If the newborn Child is not enrolled on a timely basis, any expenses related to the birth will not be covered by this Plan. In addition, if the newborn Child is not enrolled within 30 days of birth, any subsequent enrollment will be considered a late enrollment as stated below.

Effective Date of Coverage

Effective Date of Eligible Employee Coverage

Coverage for benefits becomes effective on the date the Employee is eligible for coverage provided the Employee has enrolled and authorized any required contribution or within 30 days of the date eligible.

Effective Date of Dependent Coverage

When a covered Employee enrolls his Dependents and authorizes any required contributions for Dependent coverage, Dependent coverage will become effective as follows:

If an eligible Employee has eligible Dependents at the time he enrolls for coverage, then coverage for those Dependents will be effective on the date the eligible Employee's coverage begins.

If a covered Employee does not have eligible Dependents on the effective date of his coverage and later acquires an eligible Dependent(s), and if he enrolls for Dependent coverage or within 30 days of the date of acquisition, then coverage for those Dependent(s) will become effective on the date of acquisition.

If the covered Employee is already enrolled for Dependent coverage, any newly acquired Dependents must be enrolled within 30 days of acquisition. Coverage will be effective on the date of acquisition.

The date the Dependent Child is eligible due to a qualifying status change event, as outlined in the Section 125 plan.

Timely, Open, or Late Enrollment

Timely Enrollment. The enrollment will be “timely” if the completed form is received by the Plan Administrator no later than 30 days after the person becomes eligible for the coverage, either initially or under a Special Enrollment Period. If two Employees (husband and wife) are covered under the Plan and the covered Employee who is covering the Dependent Children terminates coverage, the Dependent coverage may be continued by the other covered Employee with no Service Waiting Period as long as coverage has been continuous.

Open Enrollment. This Plan has an open enrollment period. “Open enrollment period” means the period of time during the year in which (1) eligible Employees who are not covered under this Plan may elect to begin coverage and (2) covered Employees will be given an opportunity to change their coverage elections. The terms of the open enrollment period, including duration of the election period, shall be determined by the Plan Administrator and communicated prior to the start of an open enrollment period. Generally, the open enrollment period is held during the month of August. Coverage will be effective on the subsequent September 1st as long as all other eligibility requirements have been met. If the other eligibility requirements have not been met, coverage for Participants enrolling during an Open Enrollment Period will become effective as stated in the provision, “Eligibility”.

NOTE: Effective January 1, 2022, open enrollment period is held during the month of October. Coverage will be effective on the subsequent January 1st as long as all other eligibility requirements have been met.

An enrollment is “late” if it is not made on a “timely basis” or during a Special Enrollment Period. Late enrollees and their Dependents who are not eligible to join the Plan during a Special Enrollment Period may join only during a subsequent open enrollment period.

The time between the dates a late enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Service Waiting Period.

Relation to a Section 125 Cafeteria Plan. This Plan may also allow additional changes to enrollment due to change in status events under the employer’s Section 125 Cafeteria Plan. Refer to the employer’s Section 125 Cafeteria Plan for more information.

Special Enrollment Rights

Federal law provides Special Enrollment rights under some circumstances. If an eligible Employee is declining enrollment for the employee and/or Dependent (including a spouse) because of other health insurance or group health plan coverage, there may be a right to enroll in this Plan if there is a loss of eligibility for that other coverage (or if the employer stops contributing towards the other coverage). However, a request for enrollment under these circumstances must be made within 30 days after the other coverage ends (or after the employer completely stops contributions towards the other coverage).

Special Enrollment Periods

The Enrollment Date for anyone who enrolls under a Special Enrollment Period is the first day of coverage. Thus, the time between the dates a special enrollee first becomes eligible to enroll under the Plan as a Special Enrollee and the first day of coverage under the Plan is not treated as a Service Waiting Period.

1. Individuals losing other coverage creating a Special Enrollment right. An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll if loss of eligibility for other coverage meets all of the following conditions:
 - a. The eligible Employee or Dependent was covered under a group health plan or had health insurance coverage at the time coverage under this Plan was previously offered to the individual.
 - b. If required by the Plan Administrator, the eligible Employee stated in writing at the time that coverage was offered that the other health coverage was the reason for declining enrollment.
 - c. The coverage of the eligible Employee or Dependent who had lost the coverage was under COBRA and the COBRA coverage was exhausted, or was not under COBRA and either the coverage was terminated as a result of loss of eligibility for the coverage or because employer contributions were terminated.
 - d. The eligible Employee or Dependent requests enrollment in this Plan not later than 31 days after the date of exhaustion of COBRA coverage or the termination of non-COBRA coverage due to loss of eligibility or termination of employer contributions, described above.

Under these circumstances, coverage will begin on the date of the occurrence.

2. For purposes of the above rules, a “loss of eligibility” occurs if one of the following occurs:

- a. The eligible Employee or Dependent has a loss of eligibility due to the other coverage no longer offering benefits to a class of similarly situated individuals (e.g., ceasing to cover part-time employees).
- b. The eligible Employee or Dependent has a loss of eligibility as a result of Legal Separation, divorce, cessation of Dependent status (such as attaining the maximum age to be eligible as a Dependent Child under the plan), death, termination of employment, or reduction in the number of hours of employment or contributions towards the coverage were terminated.
- c. The eligible Employee or Dependent has a loss of eligibility when the other coverage is offered through an HMO, or other arrangement, in the individual market that does not provide benefits to individuals who no longer reside, live or work in a service area, (whether or not within the choice of the individual).
- d. The eligible Employee or Dependent has a loss of eligibility when the other coverage is offered through an HMO, or other arrangement, in the group market that does not provide benefits to individuals who no longer reside, live or work in a service area, (whether or not within the choice of the individual), and no other benefit package is available to the individual.

NOTE: Not a Special Enrollment Situation. If the eligible Employee or Dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent Claim or an intentional misrepresentation of a material fact in connection with the other coverage), that individual does not have a Special Enrollment Right under this Plan.

3. New Dependents Creating a Special Enrollment Right.

- a. The eligible Employee is a covered Employee under this Plan (or has met the Service Waiting Period applicable to becoming a covered Employee under this Plan and is eligible to be enrolled under this Plan but for failure to enroll during a previous enrollment period), and
- b. A person becomes a Dependent of that Employee through marriage, legal guardianship, birth, adoption or placement for adoption, then the Dependent (and if not otherwise enrolled, the eligible Employee) may be enrolled under this Plan. In the case of the birth or adoption of a Child, the spouse of the covered Employee may also be enrolled as a Dependent of the covered Employee if the spouse is otherwise eligible for coverage. If the Employee is not enrolled at the time of the event, the eligible Employee must enroll under this Special Enrollment Period in order for any eligible Dependent to enroll.

NOTE: The Dependent Special Enrollment Period is a period of 30 days and begins on the date of the marriage, legal guardianship, birth, adoption or placement for adoption. To be eligible for

this Special Enrollment Period, the Dependent and/or Employee must request enrollment during this 30 day period.

The coverage for Dependent and/or eligible Employee enrolled in the Special Enrollment Period will be effective:

- in the case of marriage, the date of the marriage.
- for a legal guardianship, on the date on which such Child is placed in the covered Employee's home pursuant to a court order appointing the covered Employee as legal guardian for the Child.
- in the case of a Dependent's birth, as of the date of birth; or
- in the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

Medicaid and State Child Health Insurance Programs

An individual's eligibility for any State Medicaid benefits will not be taken into account by the Plan in determining that individual's eligibility under the Plan.

An eligible Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll if:

1. The eligible Employee or Dependent covered under a Medicaid plan under Title XIX of the Social Security Act or a State Child health plan (CHIP) under Title XXI of such Act, and coverage of the Employee or Dependent terminated due to loss of eligibility for such coverage, and the eligible Employee or Dependent requests enrollment in this Plan within 60 days after such Medicaid or State Child Health Insurance Program (CHIP) coverage terminated.
2. The eligible Employee or Dependent becomes eligible for assistance with payment of employee contributions to this Plan through a Medicaid or CHIP plan (including any waiver or demonstration project conducted with respect to such plan), and the eligible Employee or Dependent requests enrollment in this Plan within 60 days after the date the eligible Employee or Dependent is determined to be eligible for such assistance.

NOTE: If a Dependent becomes eligible to enroll under this provision and the eligible Employee is not then enrolled, the eligible Employee must enroll in order for the Dependent to enroll.

Coverage will become effective on the date of the occurrence.

Qualified Medical Child Support Orders

This Plan will provide for immediate enrollment and benefits to the Child(ren) of a Participant, not including an ex-stepchild or ex-stepchildren, who are the subject of a Qualified Medical Child Support Order (QMCSO), regardless of whether the Child(ren) reside with the Participant, provided the Child or Child(ren) are not already enrolled as an eligible Dependent as described in this Plan. If a QMCSO is issued, then the Child(ren) shall become Alternate Recipient(s) of

the benefits under this Plan, subject to the same limitations, restrictions, provisions and procedures as any other Participant. The Plan Administrator will determine if the order properly meets the standards described herein. A properly completed National Medical Support Notice (NMSN) will be treated as a QMCSO and will have the same force and effect.

To be considered a Qualified Medical Child Support Order, the Medical Child Support Order must contain the following information:

1. The name and last known mailing address (if any) of the Participant and the name and mailing address of each such Alternate Recipient covered by the order;
2. A reasonable description of the type of coverage to be provided by this Plan to each Alternate Recipient, or the manner in which such type of coverage is to be determined;
3. The period of coverage to which the order applies; and
4. The name of this Plan.

A National Medical Support Notice shall be deemed a QMCSO if it:

1. Contains the information set forth in the Definitions section in the definition of “National Medical Support Notice”;
2. Identifies either the specific type of coverage or all available group health coverage. If the Employer receives a NMSN that does not designate either specific type(s) of coverage or all available coverage, the Employer and the Plan Administrator will assume that all are designated;
3. Informs the Plan Administrator that, if a group health plan has multiple options and the Participant is not enrolled, the issuing agency will make a selection after the NMSN is qualified, and, if the agency does not respond within 20 days, the Child will be enrolled under the Plan’s default option (if any); and
4. Specifies that the period of coverage may end for the Alternate Recipient(s) only when similarly situated dependents are no longer eligible for coverage under the terms of the Plan, or upon the occurrence of certain specified events.

A NMSN need not be recognized as a QMCSO if it requires the Plan to provide any type or form of benefit, or any option, not otherwise provided to the Participants and eligible Participants without regard to the provisions herein, except to the extent necessary to meet the requirements of a State law relating to Medical Child Support Orders, as described in Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993 §13822).

In the instance of any Medical Child Support Order received by this Plan, the Plan Administrator shall, as soon as administratively possible:

1. In writing, notify the Participant and each Alternate Recipient covered by such Order (at the address included in the Order) of the receipt of such Order and the Plan’s procedures for determining whether the Order qualifies as a QMCSO; and
2. Make an administrative determination if the order is a QMCSO and notify the Participant and each affected Alternate Recipient of such determination.

In the instance of any National Medical Support Notice received by this Plan, the Plan Administrator shall:

1. Notify the State agency issuing the notice with respect to the Child whether coverage of the Child is available under the terms of the Plan and, if so:
 - a. Whether the Child is covered under the Plan; and
 - b. Either the effective date of the coverage or, if necessary, any steps to be taken by the custodial parent or by the official of a State or political subdivision to effectuate the coverage; and
2. Provide to the custodial parent (or any State official serving in a substitute capacity) a description of the coverage available and any forms or documents necessary to effectuate such coverage.

As required by Federal law, the Plan Administrator shall:

1. Establish reasonable procedures to determine whether Medical Child Support Order or National Medical Support Notice are Qualified Medical Child Support Orders; and
2. Administer the provision of benefits under such qualified orders. Such procedures shall:
 - a. Be in writing;
 - b. Provide for the notification of each person specified in a Medical Child Support Order as eligible to receive benefits under the Plan (at the address included in the Medical Child Support Order) of such procedures promptly upon receipt by the Plan of the Medical Child Support Order; and
 - c. Permit an Alternate Recipient to designate a representative for receipt of copies of notices that are sent to the Alternate Recipient with respect to a Medical Child Support Order.

A Participant of this Plan may obtain, without charge, a copy of the procedures governing QMCSO determinations from the Plan Administrator.

Acquired Companies

Eligible Employees of an acquired company who are Actively at Work and were covered under the Prior Plan of the acquired company will be eligible for the benefits under this Plan on the date of acquisition. Any waiting period previously satisfied under the prior health plan will be applied toward satisfaction of the Service Waiting Period of this Plan. In the event that an acquired company did not have a health plan, all eligible Employees will be eligible on the date of the acquisition.

Genetic Information Nondiscrimination Act (“GINA”)

“GINA” prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of genetic information.

The term “genetic information” means, with respect to any individual, information about:

1. Such individual’s genetic tests;
2. The genetic tests of family members of such individual; and
3. The manifestation of a Disease or disorder in family members of such individual.

The term “genetic information” includes participating in clinical research involving genetic services. Genetic tests would include analysis of human DNA, RNA, chromosomes, proteins, or metabolites that detects genotypes, mutations, or chromosomal changes. Genetic information is a form of Protected Health Information (PHI) as defined by and in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is subject to applicable Privacy and Security Standards.

Family members as it relates to GINA include dependents, plus all relatives to the fourth degree, without regard to whether they are related by blood, marriage, or adoption. Underwriting as it relates to GINA includes any rules for determining eligibility, computing premiums or contributions, and applying preexisting condition limitations. Offering reduced premiums or other rewards for providing genetic information would be impermissible underwriting.

GINA will not prohibit a health care Provider who is treating an individual from requesting that the patient undergo genetic testing. The rules permit the Plan to obtain genetic test results and use them to make claims payment determinations when it is necessary to do so to determine whether the treatment provided to the patient was medically advisable and/or necessary.

The Plan may request, but not require, genetic testing in certain very limited circumstances involving research, so long as the results are not used for underwriting, and then only with written notice to the individual that participation is voluntary and will not affect eligibility for benefits, premiums or contributions. In addition, the Plan will notify and describe its activity to the Health and Human Services secretary of its activities falling within this exception.

While the Plan may collect genetic information after initial enrollment, it may not do so in connection with any annual renewal process where the collection of information affects subsequent enrollment. The Plan will not adjust premiums or increase group contributions based upon genetic information, request or require genetic testing or collect genetic information either prior to or in connection with enrollment or for underwriting purposes.

SECTION XI - CONTINUATION OF COVERAGE

Family Medical Leave Act Qualified Leave of Absence

Coverage during an FMLA Leave of Absence will be administered in accordance with the policies established by the Employer and applicable law, including the following: (1) during an FMLA Leave of Absence, coverage under this Plan shall be maintained on the same terms and conditions as the coverage would have been provided had the covered Employee not taken the FMLA leave, (2) if Plan coverage lapses during the FMLA leave, coverage will be reinstated upon conclusion of the FMLA leave, and (3) coverage shall be reinstated only if the person(s) had coverage under the Plan when the FMLA leave began.

To the extent this Plan is required to comply with a State family and medical leave law that is more generous than the FMLA, continuation of coverage under this Plan will be provided in accordance with such State family and medical leave law, as well as under FMLA.

Continuation of Coverage Related to COVID-19.

Eligible Covered Participants may seek to continue coverage upon the occurrence of the following:

COVID-19 Leave. Leave taken in accordance with the Families First Coronavirus Response Act “FFCRA,” including the Emergency Family and Medical Leave Expansion Act (see the Plan’s “Continuation During Family and Medical Leave Act (FMLA)” section) and Emergency Paid Sick Leave Act: coverage will continue for the duration of the permitted leave under the FFCRA, as amended.

The above-noted leave(s) do not run concurrently with FMLA, USERRA, or any state-mandated family or medical leave, and/or any other applicable leaves of absence, as applicable and subject to applicable law. At the end of the period(s) listed above, the Covered Person’s coverage will be deemed to have terminated for purposes of Continuation of Coverage under COBRA.

FFCRA

The Families First Coronavirus Response Act (FFCRA) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020. Eligibility will be extended through any such leave in the same manner as for traditional FMLA leave.

Eligible Employees

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). Employees who have been employed for at least 30 days

prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

Qualifying Reasons For Leave Related To COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

Continuation During USERRA

NOTE: Although USERRA protections look similar to COBRA protections, USERRA rights are separate and independent from COBRA rights.

An eligible Employee may be entitled to continue coverage under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). USERRA requires the Employer to offer Employees and their families (spouse and/or Dependent Children) the opportunity to pay for a temporary extension of health coverage (called "USERRA continuation coverage") at group rates where health coverage under Employer-sponsored group health plan(s) would otherwise end because of the Employee's service in the Uniformed Services.

This notice is intended to inform Participants, in summary fashion, of their rights and obligations under the continuation coverage provision of USERRA. It is intended that no greater rights be provided than those required by this law. It does not fully describe the individual's USERRA continuation coverage rights. For additional information about rights and obligations under the Plan and under federal law, the Participant should contact the Plan Administrator.

Each person covered under the Plan(s) should read this notice carefully.

Service Leave Event. If covered under this Plan, the Employee has the right to elect USERRA continuation coverage for himself, his spouse, and his Dependents if they lose coverage under this Plan due to an absence from employment for service in the Uniformed Services (a "service leave").

Service in the Uniformed Services. Service in the Uniformed Services generally means the voluntary or involuntary performance of duties in the Uniformed Services. The Uniformed Services include the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty,

the corps of the Public Health Service, and the National Disaster Medical System when providing services as an intermittent disaster response appointee following federal activation or attending authorized training in support of its mission.

Election Rights. The eligible Employee has 60 days to elect USERRA continuation coverage, measured from the date their absence from employment for the purpose of performing service begins. An election is considered "made" on the date sent. If USERRA continuation coverage is elected within this period, the coverage is retroactive to the date coverage would otherwise have been lost. If USERRA continuation coverage is not elected within this period, coverage under the Plan ends. However, if no election is made in a situation in which they are not required (in accordance with USERRA) to provide advance notice of their service (e.g., because such notice was impossible, unreasonable, or precluded by service necessity), their coverage will be reinstated on a retroactive basis upon his election to continue coverage (regardless of when it is received) and payment of all unpaid amounts due.

NOTE: An eligible Employee's spouse and Dependent Child(ren) with coverage under the Plan(s) do not have an independent right to elect USERRA continuation coverage. Their coverage may be continued only if the eligible Employee elects USERRA continuation coverage.

Duration. The law requires that an eligible Employee generally be allowed to maintain USERRA continuation coverage for a 24-month period beginning on the date of their absence from employment for the purpose of performing service begins.

Type of Coverage. Initially, the coverage will be the same coverage as immediately preceding the service leave. Thereafter, coverage will be the same as the coverage provided to similarly situated Employees or Dependent Participants that are not on service leave.

Cost. A person electing USERRA continuation coverage may have to pay all or part of the cost of USERRA continuation coverage. If the eligible Employee performs service in the Uniformed Services for fewer than 31 days, they will pay the same amount for the coverage that they normally pay. If their service exceeds 30 days, the amount charged cannot exceed 102% of the cost to the Plan of providing the coverage.

Payment is generally due monthly on the first day of the month. Payment is considered "made" on the date sent. The eligible Employee will be given a grace period within which to make the payment. The length of the grace period will be 30 days.

Termination of the Continuation Coverage. The USERRA continuation coverage may be terminated for any of the following reasons:

- The Employer no longer provides group health coverage to any of its Employees;
- The premium for USERRA continuation coverage is not paid on time (including the grace period);
- The Employee's failure to return from service or apply for a position of employment as required under USERRA; or

- Termination for cause under the generally applicable terms of this Plan (e.g., submission of fraudulent benefit Claims).

Insurability. The Employee does not have to demonstrate “insurability” to elect USERRA continuation coverage.

Continuation During COBRA – Introduction

The right to this form of continued coverage was created by a Federal law, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”). COBRA Continuation Coverage can become available to Employees when they otherwise would lose their group health coverage. It also can become available to other members of the Employee’s family who are covered under the Plan when they otherwise would lose their group health coverage. Under the Plan, certain Participants and their eligible family members (called Qualified Beneficiaries) that elect COBRA Continuation Coverage must pay the entire cost of the coverage, including a reasonable administration fee. There are several ways coverage will terminate, including the failure of the Employee or their covered Dependents to make timely payment of contributions or premiums. For additional information, Employees should contact the Participating Employer to determine if COBRA applies to themselves, or their covered Dependents.

To the extent the Plan does not fully or accurately reflect applicable COBRA regulations, the Plan will at all times comply with such regulations, including but not limited to continuation coverage in connection with a business reorganization or employer withdrawal from a multiemployer plan.

Participants may have other options available when group health coverage is lost. For example, a Participant may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, the Participant may qualify for lower costs on their monthly premiums and lower out-of-pocket costs. Participants can learn more about many of these options at www.healthcare.gov. Additionally, the Participant may qualify for a 30-day special enrollment period for another group health plan for which the Participant is eligible (such as a spouse’s plan), even if that plan generally doesn’t accept late enrollees.

A. COBRA Continuation Coverage

“COBRA Continuation Coverage” is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “Qualifying Event.” COBRA (and the description of COBRA Continuation Coverage contained in this Plan) does not apply to the following benefits (if available as part of the Employer’s plan): life insurance, accidental death and dismemberment benefits, and weekly income or long term disability benefits. The aforementioned benefits are not considered for continuation under COBRA. The Plan provides no greater COBRA rights than what COBRA requires – nothing in this Plan is intended to expand the Participant’s rights beyond COBRA’s requirements.

B. Qualifying Events

A qualifying event is any of those listed below if the Plan provided that the Participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the qualifying event) in the absence of COBRA continuation coverage. After a Qualifying Event, COBRA Continuation Coverage must be offered to each person who is a "Qualified Beneficiary." A Qualified Beneficiary is someone who is or was covered by the Plan, and has lost or will lose coverage under the Plan due to the occurrence of a Qualifying Event. The Employee and/or Employee's Dependents could therefore become Qualified Beneficiaries if applicable coverage under the Plan is lost because of the Qualifying Event.

An Employee, who is properly enrolled in this Plan and is a covered Employee, will become a Qualified Beneficiary if they lose their coverage under the Plan because either one of the following Qualifying Events happens:

1. The hours of employment are reduced; or
2. The employment ends for any reason other than gross misconduct.

The spouse of a covered Employee will become a Qualified Beneficiary if they lose their coverage under the Plan because any of the following Qualifying Events happens:

1. The Employee dies;
2. The Employee's hours of employment are reduced;
3. The Employee's employment ends for any reason other than their gross misconduct;
4. The Employee becomes entitled to Medicare benefits (under Part A, Part B, or both); or
5. The Employee becomes divorced or Legally Separated from their spouse.

Dependent Children will become Qualified Beneficiaries if they lose coverage under the Plan because any of the following Qualifying Events happens:

1. The parent-covered Employee dies;
2. The parent-covered Employee's hours of employment are reduced;
3. The parent-covered Employee's employment ends for any reason other than their gross misconduct;
4. The parent-covered Employee becomes entitled to Medicare benefits (Part A, Part B, or both);
5. The parents become divorced or Legally Separated; or
6. The Child stops being eligible for coverage under the Plan as a Dependent Child.

C. Employer Notice of Qualifying Events

When the Qualifying Event is the end of employment (for reasons other than gross misconduct), reduction of hours of employment, death of the covered Employee or the covered Employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Employer must notify the COBRA Administrator of the Qualifying Event.

D. Employee Notice of Qualifying Events

In certain circumstances, the covered Employee or Qualified Beneficiary, in order to protect his or her rights under COBRA, is required to provide notification to the COBRA Administrator in writing, either by U.S. First Class Mail or hand delivery. These circumstances are:

1. **Notice of Divorce or Separation:** Notice of the occurrence of a Qualifying Event that is a divorce or Legal Separation of a covered Employee (or former Employee) from their spouse;
2. **Notice of Child's Loss of Dependent Status:** Notice of the occurrence of a Qualifying Event that is an individual's ceasing to be eligible as a Dependent Child under the terms of the Plan;
3. **Notice of a Second Qualifying Event:** Notice of the occurrence of a second Qualifying Event after a Qualified Beneficiary has become entitled to COBRA Continuation Coverage with a maximum duration of 18 (or 29) months;
4. **Notice Regarding Disability:** Notice that a Qualified Beneficiary entitled to receive COBRA Continuation Coverage with a maximum duration of 18 months has been determined by the Social Security Administration ("SSA") to be disabled at any time during the first 60 days of COBRA Continuation Coverage; and
5. **Notice Regarding End of Disability:** Notice that a Qualified Beneficiary, with respect to whom a notice described above in #4 has been provided, has subsequently been determined by the SSA to no longer be disabled.

As indicated above, Notification of a Qualifying Event must be made in writing. Notice must be made by submitting the "Notice of Qualifying Event" form and mailing it by U.S. First Class Mail or hand delivery to the COBRA Administrator. This form is available, without charge, from the COBRA Administrator.

Notification must include an adequate description of the Qualifying Event or disability determination. Please see the remainder of this section for additional information.

Notification must be received by the COBRA Administrator, who is:

Jefferson Local Schools
906 W Main Street
West Jefferson, OH43162
Phone: 1-614-879-7654

A form of notice is available, free of charge, from the COBRA Administrator and must be used when providing the notice.

E. Deadline for Providing the Notice

For Qualifying Events described above, notice must be furnished within 60 days of the latest occurring event set forth below:

1. The date upon which the Qualifying Event occurs;
2. The date upon which the Qualified Beneficiary loses (or would lose) Plan coverage due to a Qualifying Event; or
3. The date upon which the Qualified Beneficiary is notified via the Plan's SPD or general notice, and/or becomes aware of their status as a Qualified Beneficiary and/or the occurrence of a Qualifying Event; as well as their subsequent responsibility to comply with the Plan's procedure(s) for providing notice to the COBRA Administrator regarding said status.

As described above, if an Employee or Qualified Beneficiary is determined to be disabled under the Social Security Act, the notice must be delivered no more than 60 days after the latest of:

1. The date of the disability determination by the SSA;
2. The date on which a Qualifying Event occurs;
3. The date on which the Qualified Beneficiary loses (or would lose) coverage under the Plan as a result of the Qualifying Event; or
4. The date on which the Qualified Beneficiary is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the COBRA Administrator.

In any event, this notice must be provided within the first 18 months of COBRA Continuation Coverage.

For a change in disability status described above, the notice must be furnished by the date that is 30 days after the later of:

1. The date of the final determination by the SSA that the Qualified Beneficiary is no longer disabled; or
2. The date on which the Qualified Beneficiary is informed, through the furnishing of the Plan's SPD or the general notice, of both the responsibility to provide the notice and the Plan's procedures for providing such notice to the COBRA Administrator.

The notice must be postmarked (if mailed), or received by the COBRA Administrator (if hand delivered), by the deadline set forth above. If the notice is late, the opportunity to elect or extend COBRA Continuation Coverage is lost, and if the person is electing COBRA Continuation Coverage, his or her coverage under the Plan will terminate on the last date for which they are eligible under the terms of the Plan, or if the person is extending COBRA Continuation Coverage, such Coverage will end on the last day of the initial 18-month COBRA coverage period.

F. Who Can Provide the Notice

Any individual who is the covered Employee (or former Employee) with respect to a Qualifying Event, or any representative acting on behalf of the covered Employee (or former Employee) or Qualified Beneficiary, may provide the notice. Notice by one individual shall satisfy any

responsibility to provide notice on behalf of all related Qualified Beneficiaries with respect to the Qualifying Event.

G. Required Contents of the Notice

After receiving a notice of a Qualifying Event, the Plan must provide the Qualified Beneficiary with an election notice, which describes their rights to COBRA Continuation Coverage and how to make such an election. The notice must contain the following information:

1. Name and address of the covered Employee or former Employee;
2. Name of the Plan and the name, address, and telephone number of the Plan's COBRA administrator;
3. Identification of the Qualifying Event and its date (the initial Qualifying Event and its date if the Qualifying Participant is already receiving COBRA Continuation Coverage and wishes to extend the maximum coverage period);
4. A description of the Qualifying Event (for example, divorce, Legal Separation, cessation of Dependent status, entitlement to Medicare by the covered Employee or former Employee, death of the covered Employee or former Employee, disability of a Qualified Beneficiary or loss of disability status);
 - a. In the case of a Qualifying Event that is divorce or Legal Separation, name(s) and address(es) of spouse and Dependent Child(ren) covered under the Plan, date of divorce or Legal Separation, and a copy of the decree of divorce or Legal Separation;
 - b. In the case of a Qualifying Event that is Medicare entitlement of the covered Employee or former Employee, date of entitlement, and name(s) and address(es) of spouse and Dependent Child(ren) covered under the Plan;
 - c. In the case of a Qualifying Event that is a Dependent Child's cessation of Dependent status under the Plan, name and address of the Child, reason the Child ceased to be an eligible Dependent (for example, attained limiting age, lost student status or other);
 - d. In the case of a Qualifying Event that is the death of the covered Employee or former Employee, the date of death, and name(s) and address(es) of spouse and Dependent Child(ren) covered under the Plan;
 - e. In the case of a Qualifying Event that is disability of a Qualified Beneficiary, name and address of the disabled Qualified Beneficiary, name(s) and address(es) of other family members covered under the Plan, the date the disability began, the date of the SSA's determination, and a copy of the SSA's determination;
 - f. In the case of a Qualifying Event that is loss of disability status, name and address of the Qualified Beneficiary who is no longer disabled, name(s) and address(es) of other family members covered under the Plan, the date the disability ended and the date of the SSA's determination;
5. Identification of the Qualified Beneficiaries (by name or by status);
6. An explanation of the Qualified Beneficiaries' right to elect continuation coverage;
7. The date coverage will terminate (or has terminated) if continuation coverage is not elected;

8. How to elect continuation coverage;
9. What will happen if continuation coverage isn't elected or is waived;
10. What continuation coverage is available, for how long, and (if it is for less than 36 months), how it can be extended for disability or second qualifying events;
11. How continuation coverage might terminate early;
12. Premium payment requirements, including due dates and grace periods;
13. A statement of the importance of keeping the Plan Administrator informed of the addresses of Qualified Beneficiaries;
14. A statement that the election notice does not fully describe COBRA or the plan and that more information is available from the Plan Administrator and in the SPD; and
15. A certification that the information is true and correct, a signature and date.

If a copy of the decree of divorce or Legal Separation or the SSA's determination cannot be provided by the deadline for providing the notice, complete and provide the notice, as instructed, by the deadline and submit the copy of the decree of divorce or Legal Separation or the SSA's determination within 30 days after the deadline. The notice will be timely if done so. However, no COBRA Continuation Coverage, or extension of such Coverage, will be available until the copy of the decree of divorce or Legal Separation or the SSA's determination is provided.

If the notice does not contain all of the required information, the COBRA Administrator may request additional information. If the individual fails to provide such information within the time period specified by the COBRA Administrator in the request, the COBRA Administrator may reject the notice if it does not contain enough information for the COBRA Administrator to identify the plan, the covered Employee (or former Employee), the Qualified Beneficiaries, the Qualifying Event or disability, and the date on which the Qualifying Event, if any, occurred.

H. Electing COBRA Continuation Coverage

Complete instructions on how to elect COBRA Continuation Coverage will be provided by the COBRA Administrator within 14 days of receiving the notice of the Qualifying Event. The individual then has 60 days in which to elect COBRA Continuation Coverage. The 60-day period is measured from the later of the date coverage terminates and the date of the notice containing the instructions. If COBRA Continuation Coverage is not elected in that 60-day period, then the right to elect it ceases.

Each Qualified Beneficiary will have an independent right to elect COBRA Continuation Coverage. Covered Employees may elect COBRA Continuation Coverage on behalf of all other Qualified Beneficiaries, including their spouses, and parents or a legal guardian may elect COBRA Continuation Coverage on behalf of their Children.

In the event that the COBRA Administrator determines that the individual is not entitled to COBRA Continuation Coverage, the COBRA Administrator will provide to the individual an explanation as to why he or she is not entitled to COBRA Continuation Coverage.

I. Waiver Before the End of the Election Period

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

J. Duration of COBRA Continuation Coverage

The maximum time period shown below shall dictate for how long COBRA Continuation Coverage will be available. The maximum time period for coverage is based on the type of the Qualifying Event and the status of the Qualified Beneficiary. Multiple Qualifying Events that may be combined under COBRA will not ordinarily continue coverage for more than 36 months beyond the date of the original Qualifying Event. When the Qualifying Event is “entitlement to Medicare,” the 36-month continuation period is measured from the date of the original Qualifying Event. For all other Qualifying Events, the continuation period is measured from the date of the Qualifying Event, not the date of loss of coverage.

When the Qualifying Event is the death of the covered Employee (or former Employee), the covered Employee’s (or former Employee’s) becoming entitled to Medicare benefits (under Part A, Part B, or both), a divorce or Legal Separation, or a Dependent Child’s losing eligibility as a Dependent Child, COBRA Continuation Coverage lasts for up to a total of 36 months.

When the Qualifying Event is the end of employment or reduction of the covered Employee’s hours of employment, and the covered Employee became entitled to Medicare benefits less than 18 months before the Qualifying Event, COBRA Continuation Coverage for Qualified Beneficiaries other than the covered Employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare eight months before the date on which his or her employment terminates, COBRA Continuation Coverage for his or her spouse and Children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the Qualifying Event (36 months minus eight months).

Otherwise, when the Qualifying Event is the end of employment (for reasons other than gross misconduct) or reduction of the covered Employee’s hours of employment, COBRA Continuation Coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA Continuation Coverage can be extended.

K. Disability Extension of COBRA Continuation Coverage

Disability can extend the 18-month period of continuation coverage for a Qualifying Event that is a termination of employment or reduction of hours, if an Employee or anyone in an Employee’s family covered under the Plan is determined by the Social Security Administration (“SSA”) to be disabled, and the Employee notifies the COBRA Administrator. The Employee

and their Dependents may thereby be entitled to an additional 11 months of COBRA Continuation Coverage, for a total of 29 months, if the disability started at some time before the 60th day of COBRA Continuation Coverage and lasts at least until the end of the 18-month period of COBRA Continuation Coverage. The Plan can charge 150% of the premium cost for the extended period of coverage.

L. Second Qualifying Event Extension of COBRA Continuation Coverage

If an Employee's family experiences another Qualifying Event while receiving 18 months of COBRA Continuation Coverage, Dependents may receive up to 18 additional months of COBRA Continuation Coverage, for a maximum of 36 months, if notice of the second Qualifying Event is provided to the Plan Administrator or COBRA Administrator in accordance with the procedures set forth herein. This extension may be applicable to the Employee's death, Medicare Parts A and/or B eligibility, divorce or Legal Separation, or a loss of Dependent status under the terms of the Plan if the event would have also caused the spouse or Dependent Child to lose coverage under the Plan regardless of whether the first Qualifying Event had occurred.

M. Shorter Duration of COBRA Continuation Coverage

COBRA establishes required periods of coverage for continuation health benefits. A plan, however, may provide longer periods of coverage beyond those required by COBRA. COBRA Qualified Beneficiaries generally are eligible for group coverage during a maximum of 18 months after Qualifying Events arising due to employment termination or reduction of hours of work. Certain Qualifying Events, or a second Qualifying Events during the initial period of coverage, may permit a Qualified Beneficiary to receive a maximum of 36 months of coverage.

It is not necessary that COBRA Continuation Coverage be in effect for the maximum period of time, as set forth herein. COBRA Continuation Coverage may conclude prior to the latest possible date if the Employer ceases to provide a group health plan to any Employee; the Qualified Beneficiary fails to make timely payment of any required contributions or premium; the Qualified Beneficiary gains coverage under another group health plan (as an Employee or otherwise) or becomes entitled to either Medicare Part A or Part B (whichever comes first) (except as stated under COBRA's special bankruptcy rules); and/or any other event occurs which enables the Plan Administrator to terminate coverage without offering COBRA Continuation Coverage (such as the commission of fraud by the Qualified Beneficiary and/or their Dependent).

N. Contribution and/or Premium Requirements

The cost of the elected COBRA Continuation Coverage must be paid within 45 days of its election. Payments will then be subsequently due on the first day of each month. COBRA Continuation Coverage will be canceled and will not be reinstated if any payment is made late; however, the Plan Administrator must allow for a 30-day grace period during which a late payment may still be made without the loss of COBRA Continuation Coverage.

O. Trade Reform Act and Further Consolidated Appropriations Act, 2020

The Further Consolidated Appropriations Act, 2020 has extended certain provisions of the Trade Reform Act, which created a special COBRA right applicable to certain employees who have been terminated or experienced a reduction of hours and who qualify for a “trade readjustment allowance” or “alternative trade adjustment assistance.” These individuals can either take a Health Coverage Tax Credit (HCTC) or get advance payment of the applicable percentage of premiums paid for qualified health insurance coverage, including COBRA continuation coverage. These individuals are also entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage). This election must be made within the 60-day period that begins on the first day of the month in which the individual becomes eligible for assistance under the Trade Reform Act. However, this election may not be made more than six months after the date the individual’s group health plan coverage ends.

A Participant’s eligibility for subsidies under the Further Consolidated Appropriations Act, 2020, affects his or her eligibility for subsidies that provide premium assistance for coverage purchased through the Health Insurance Marketplace. For each coverage month, a Participant must choose one or the other, and if he or she receives both during a tax year, the IRS will reconcile his or her eligibility for each subsidy through his or her individual tax return. Participants may wish to consult their individual tax advisors concerning the benefits of using one subsidy or the other.

Participants may contact the Plan Administrator for additional information or if they have any questions, they may call the Health Coverage Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Reform Act is available at www.doleta.gov/tradeact; for information about the Health Coverage Tax Credit (HCTC), please see: <https://www.irs.gov/Credits-&-Deductions/Individuals/HCTC>.

Additional Information

Please contact the Plan Administrator, with any questions about the Plan and COBRA Continuation Coverage at the following:

Jefferson Local Schools
Plan Administrator
906 W Main Street
West Jefferson, Ohio 43162
Phone: 1-614-879-7654

Questions concerning the Plan or COBRA continuation coverage rights should be addressed to the contact or contacts identified above. For more information about a Participant’s rights under COBRA, HIPAA, the Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) or visit <https://www.dol.gov/agencies/ebsa>. (Addresses and

phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

P. Special COBRA Premium Assistance Opportunity

The Federal Government, through the passage of The American Rescue Plan Act of 2021, made a temporary COBRA opportunity available for certain Assistance Eligible Individuals (AEI). An Assistance Eligible Individual is a COBRA qualified beneficiary who meets the following requirements during the period from April 1, 2021 through September 30, 2021:

- Is eligible for COBRA continuation coverage by reason of a qualifying event that is a reduction in hours (such as reduced hours due to change in a business's hours of operations, a change from full-time to part-time status, taking of a temporary leave of absence, or an individual's participation in a lawful labor strike, as long as the individual remains an employee at the time that hours are reduced) or an involuntary termination of employment (not including a voluntary termination); and
- Elects COBRA continuation coverage.

COBRA Premium Assistance

Available from April 1, 2021 through September 30, 2021, AEIs who properly elect COBRA continuation coverage under the Plan are eligible for premium assistance. AEIs are not required to pay their normal COBRA premiums otherwise applicable for coverage during this period. The Plan will treat the AEI as having paid the full premium required for COBRA continuation coverage.

Termination of Eligibility for COBRA Premium Assistance

The AEI's eligibility for premium assistance terminates on the earlier of:

1. The end of the maximum required period of continuation coverage for the AEI under the Code's COBRA rules or the applicable State or Federal law (or regulation); or
2. The date that the AEI becomes eligible for Medicare benefits under Title XVIII of the Social Security Act or health coverage under another group health plan, such as a group health plan sponsored by a new employer or a spouse's employer (not including excepted benefits, a qualified small employer health reimbursement arrangement (QSEHRA), or a health flexible spending arrangement (FSA)); or
3. September 30, 2021.

If an AEI receiving premium assistance for COBRA continuation coverage under this provision becomes eligible for coverage under another group health plan (other than those noted above) or Medicare, the AEI is required to notify the Plan in writing. This notification must be provided to the Plan in the time and manner as is specified by the Secretary of Labor. If an AEI fails to provide this notification at the required time and in the required manner, the individual may be subject to a tax penalty.

Additional COBRA Election Period

The American Rescue Plan Act of 2021 provides an additional election period for AEIs. An AEI whose qualifying event occurred prior to April 1, 2021 and did not elect COBRA continuation coverage when it was first offered or who elected COBRA continuation coverage but is no longer enrolled may be eligible for this additional election opportunity.

If the AEI is eligible for an additional election period, the AEI must elect such COBRA continuation coverage within 60 days of receipt of a notice of the COBRA election period. If the AEI does not elect coverage within 60 days of receipt of the notice, the AEI forfeits the right to COBRA premium assistance. The AEI may continue the coverage in effect at the time of the qualifying event, or, if applicable, change the medical plan option.

***NOTE:** The extended deadline relief provided in the Notice of Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak “Joint Notice” and Notice 2021-01 does not apply to the 60-day notice or election periods related to COBRA premium assistance.*

The additional election period does not extend the period of COBRA continuation coverage beyond the original maximum period. An AEI may choose to begin COBRA continuation coverage prospectively from the date of the election, or, if the AEI’s qualifying event occurred on or before April 1, 2021, choose to start coverage as of April 1, 2021, even if the AEI receives an election notice and makes such election at a later date.

Participants may contact the Plan Administrator for additional information on the premium assistance available under the American Rescue Plan Act of 2021. If a Participant feels that they have been improperly denied premium assistance, they may contact the Employee Benefits Security Administration (EBSA) at 1.866.444.3272.

Current Addresses

Important information may be distributed by mail. In order to protect the rights of the Employee’s family, the Employee should keep the COBRA Administrator (who has been previously identified in this section) informed of any changes in the addresses of family members.

SECTION XII - TERMINATION AND REINSTATEMENT OF COVERAGE

Termination Dates of Employee Coverage

The coverage of any Employee under this Plan will terminate on the earliest to occur of the following dates (In certain circumstances, a covered Employee may be eligible for COBRA or USERRA Continuation of Coverage. See Continuation of Coverage section in this document):

1. The date upon which the Plan is terminated.
2. The last day of the month in which the Employee ceases to be an eligible Employee. This includes death or termination of employment of the Employee.
3. The date of the expiration of the last period for which the Employee has made a contribution, in the event of their failure to make, when due, any contribution for coverage for themselves to which they have agreed in writing.
4. The date of the month in which the Employee is no longer eligible for such coverage under the Plan.
5. Immediately upon submission of a fraudulent claim or any fraudulent information to the Plan (including enrollment information), by and/or on behalf of an Employee or their Dependent, or upon the Employee or their Dependent gaining knowledge of the submission, as determined by the Plan Administrator in its discretion, consistent with applicable laws and/or rules regarding such rescission.

Termination Dates of Dependent Coverage

The coverage for any Dependents of any Employee who are covered under the Plan will terminate on the earliest to occur of the following dates:

1. The date upon which the Plan is terminated.
2. Upon the discontinuance of coverage for Dependents under the Plan.
3. In the case of a Child age 26 or older for whom coverage is being continued due to mental or physical inability to earn their own living, the earliest to occur of:
 - a. Cessation of such disability or inability;
 - b. Failure to provide any required proof of continuous disability or inability or to submit to any required examination; or
 - c. Upon the Child's no longer being dependent on the Employee for their support.
4. The day immediately preceding the date such person is no long a Dependent, except for Dependent Children, as defined herein, except as may be provided for in other areas of this section.
5. The last day of the Calendar Year in which such person ceases to be a Dependent Child, as defined herein, except as may be provided for in other areas of this section of within this document.

6. For a Dependent Child whose coverage is required pursuant to a QMCSO, the last day of the calendar month as of which coverage is no longer required under the terms of the order or this Plan.
7. Immediately upon submission of a fraudulent Claim or any fraudulent information to the Plan (including enrollment information), by and/or on behalf of an Employee or their Dependent, or upon the Employee or their Dependent gaining knowledge of the submission, as determined by the Plan Administrator in its discretion, consistent with applicable laws and/or rules regarding such rescission.

NOTE: The Employer offers these benefits in conjunction with a cafeteria plan under Section 125 of the Internal Revenue Code and a voluntary termination must comply with the requirements of the Code and the cafeteria plan.

Reinstatement of Coverage for COBRA Participants

A qualified beneficiary who has elected COBRA continuation coverage will be considered to have had no lapse of coverage, provided the coverage is in effect on the day before the Employee returns to eligible employment.

Reinstatement of Coverage Following a Military Leave

Special Rules apply to those eligible Employees whose coverage is reinstated following a Leave of Absence governed by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA). Under USERRA, a Participant entitled to have coverage reinstated upon returning to work following a military Leave of Absence shall be treated as if no break in coverage occurred during the leave. In addition, any Deductible or Out-of-Pocket Maximum satisfied prior to the USERRA leave will be credited if reinstatement takes place during the same Calendar Year in which the expenses were Incurred. For more information regarding USERRA rights, see the Continuation of Coverage section of this document.

SECTION XIII - COORDINATION OF BENEFITS

Coordination of the Benefit Plans

Coordination of benefits sets out rules for the order of payment of Covered Expenses when two or more plans, including Medicare, are paying. When a Participant is covered by this Plan and another plan, the plans will coordinate benefits when a claim is received.

Standard Coordination of Benefits

The plan that pays first according to the rules will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total allowable charges.

Benefits Subject to This Provision

The following shall apply to the entirety of the Plan and all benefits described therein.

Excess Insurance

If at the time of Injury, Sickness, Disease or disability there is available, or potentially available any coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage.

The Plan's benefits will be excess to, whenever possible:

1. Any primary payer besides the Plan;
2. Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage, including any similar coverage under a different name in a particular state;
3. Any policy of insurance from any insurance company or guarantor of a third party;
4. Workers' compensation or other liability insurance company; or
5. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

Vehicle Limitation

When medical payments are available under any vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies and will exclude benefits subject to the Exclusions in this Plan up to the maximum amount available to the Participant under applicable state law, regardless of a Participant's election of lesser coverage amount. This applies to all

forms of medical payments under vehicle plans and/or policies regardless of their names, titles or classifications.

Effect on Benefits

A. Application to Benefit Determinations

The plan that pays first according to the rules in the section entitled “Order of Benefit Determination” will pay as if there were no Other Plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total Allowable Expenses. When there is a conflict in the rules, this Plan will never pay more than 50% of Allowable Expenses when paying secondary. Benefits will be coordinated on the basis of a Claim Determination Period.

When medical payments are available under automobile insurance, this Plan will pay excess benefits only, without reimbursement for automobile plan deductibles. This Plan will always be considered secondary regardless of the individual’s election under personal injury protection (PIP) coverage with the automobile insurance carrier regarding priority of payment.

In certain instances, the benefits of the Other Plan will be ignored for the purposes of determining the benefits under this Plan. This is the case when:

1. The Other Plan would, according to its rules, determine its benefits after the benefits of this Plan have been determined; and
2. The rules in the section entitled “Order of Benefit Determination” would require this Plan to determine its benefits before the Other Plan.

B. Order of Benefit Determination

For the purposes of the section entitled “Application to Benefit Determinations,” the rules establishing the order of benefit determination are:

1. A plan without a coordinating provision will always be the primary plan;
2. The benefits of a benefit plan which covers a person as an employee who is neither laid off nor retired are determined before those of a benefit plan which covers that person as a laid off or retired employee. The benefits of a benefit plan which covers a person as a dependent of an employee who is neither laid off nor retired are determined before those of a benefit plan which covers a person as a dependent of a laid off or retired employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply;
3. The benefits of a plan which covers the person on whose expenses a Claim is based, other than as a dependent, shall be determined before the benefits of a plan which covers such person as a dependent;
4. If the person for whom Claim is made is a Dependent Child covered under both parents’ plans, the plan covering the parent whose birthday (month and day of birth, not year) falls earlier in the year will be primary, except:

- a. When the parents are separated or divorced, and the parent with the custody of the Child has not remarried, the benefits of a plan which covers the Child as a Dependent of the parent with custody will be determined before the benefits of a plan which covers the Child as a Dependent of the parent without custody; or
- b. When the parents are divorced and the parent with custody of the Child has remarried, the benefits of a plan which covers the Child as a Dependent of the parent with custody shall be determined before the benefits of a plan which covers that Child as a Dependent of the stepparent, and the benefits of a plan which covers that Child as a Dependent of the stepparent will be determined before the benefits of a plan which covers that Child as a Dependent of the parent without custody.

Notwithstanding the above, if there is a court decree which would otherwise establish financial responsibility for the Child's health care expenses, the benefits of the plan which covers the Child as a Dependent of the parent with such financial responsibility shall be determined before the benefits of any Other Plan which covers the Child as a Dependent Child;

5. To the extent required by Federal and State regulations, this Plan will pay before any Medicare, TRICARE, Medicaid, State child health benefits or other applicable State health benefits program; and
6. When the rules above do not establish an order of benefit determination, the benefits of a plan which has covered the person on whose expenses a Claim is based for the longer period of time shall be determined before the benefits of a plan which has covered such person for the shorter period of time.

Right to Receive and Release Necessary Information

The Plan Administrator may, without notice to or consent of any person, release to or obtain from any insurance company or other organization or individual any information regarding coverage, expenses, and benefits which the Plan Administrator, in its sole discretion, considers necessary to determine, implement and apply the terms of this provision or any provision of similar purpose of any Other Plan. Any Participant claiming benefits under this Plan shall furnish to the Plan Administrator such information as requested and as may be necessary to implement this provision.

Facility of Payment

A payment made under any Other Plan may include an amount that should have been paid under this Plan. The Plan Administrator may, in its sole discretion, pay any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision. Any such amount paid under this provision shall be deemed to be benefits paid under this Plan. The Plan Administrator will not have to pay such amount again and this Plan shall be fully discharged from liability.

Right of Recovery

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this section, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such Allowable Expenses, and any future benefits payable to the Participant or his or her Dependents. Please see the Recovery of Payments provision.

SECTION XIV - MEDICARE

Applicable to Active Employees and Their Spouses Ages 65 and Over

An Active Employee and his or her spouse (ages 65 and over) may, at the option of such Employee, elect or reject coverage under this Plan. If such Employee elects coverage under this Plan, the benefits of this Plan shall be determined before any benefits provided by Medicare. If coverage under this Plan is rejected by such Employee, benefits listed herein will not be payable even as secondary coverage to Medicare.

Applicable to All Other Participants Eligible for Medicare Benefits

To the extent required by Federal regulations, this Plan will pay before any Medicare benefits. There are some circumstances under which Medicare would be required to pay its benefits first. In these cases, benefits under this Plan would be calculated as secondary payor (as described under the section entitled "Coordination of Benefits"). If the Provider accepts assignment with Medicare, Covered Expenses will not exceed the Medicare approved expenses.

Applicable to Medicare Services Furnished to End Stage Renal Disease ("ESRD") Participants Who Are Covered Under This Plan

If any Participant is enrolled in Medicare coverage because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 30 months of the Participant's Medicare entitlement, regardless of the date of enrollment, unless applicable Federal law provides to the contrary, in which event the benefits of the Plan will be determined in accordance with such law.

SECTION XV - THIRD PARTY RECOVERY, SUBROGATION AND REIMBURSEMENT

Payment Condition

The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, Sickness, Disease or disability is caused in whole or in part by, or results from the acts or omissions of Participants, and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereinafter in this section as "Participant(s)") or a third party, where any party besides the Plan may be responsible for expenses arising from an incident, and/or other funds are available, including but not limited to no-fault, uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance, and/or guarantor(s) of a third party (collectively "Coverage").

Participant(s), his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. The Plan shall have an equitable lien on any funds received by the Participant(s) and/or their attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Participant(s) agrees to include the Plan's name as a co-payee on any and all settlement drafts. Further, by accepting benefits the Participant(s) understands that any recovery obtained pursuant to this section is an asset of the Plan to the extent of the amount of benefits paid by the Plan and that the Participant shall be a trustee over those Plan assets.

In the event a Participant(s) settles, recovers, or is reimbursed by any Coverage, the Participant(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Participant(s). When such a recovery does not include payment for future treatment, the Plan's right to reimbursement extends to all benefits paid or that will be paid by the Plan on behalf of the Participant(s) for charges Incurred up to the date such Coverage or third party is fully released from liability, including any such charges not yet submitted to the Plan. If the Participant(s) fails to reimburse the Plan out of any judgment or settlement received, the Participant(s) will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money. Nothing herein shall be construed as prohibiting the Plan from claiming reimbursement for charges Incurred after the date of settlement if such recovery provides for consideration of future medical expenses.

If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the Participant(s) is/are only one or a few, that unallocated settlement

fund is considered designated as an “identifiable” fund from which the plan may seek reimbursement.

Subrogation

As a condition to participating in and receiving benefits under this Plan, the Participant(s) agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Participant(s) is entitled, regardless of how classified or characterized, at the Plan’s discretion, if the Participant(s) fails to so pursue said rights and/or action.

If a Participant(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Participant(s) may have against any Coverage and/or party causing the Sickness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of collection. The Participant is obligated to notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds. The Participant is also obligated to hold any and all funds so received in trust on the Plan’s behalf and function as a trustee as it applies to those funds until the Plan’s rights described herein are honored and the Plan is reimbursed.

The Plan may, at its discretion, in its own name or in the name of the Participant(s) commence a proceeding or pursue a claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.

If the Participant(s) fails to file a claim or pursue damages against:

1. The responsible party, its insurer, or any other source on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage, including any similar coverage under a different name in a particular state.
3. Any policy of insurance from any insurance company or guarantor of a third party.
4. Workers’ compensation or other liability insurance company.
5. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

the Participant(s) authorizes the Plan to pursue, sue, compromise and/or settle any such claims in the Participant’s/Participants’ and/or the Plan’s name and agrees to fully cooperate with the Plan in the prosecution of any such claims. The Participant(s) assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

Right of Reimbursement

The Plan shall be entitled to recover 100% of the benefits paid or payable benefits Incurred, that have been paid and/or will be paid by the Plan, or were otherwise Incurred by the Participant(s) prior to and until the release from liability of the liable entity, as applicable, without deduction for attorneys’ fees and costs or application of the common fund doctrine, made whole doctrine,

or any other similar legal or equitable theory, and without regard to whether the Participant(s) is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses and extends until the date upon which the liable party is released from liability. If the Participant's/Participants' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Participant are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Participant's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, express written consent of the Plan.

The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Participant(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.

These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Participant(s).

This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Sickness, Injury, Disease or disability.

Participant is a Trustee Over Plan Assets

Any Participant who receives benefits and is therefore subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is therefore deemed a trustee of the Plan solely as it relates to possession of any funds which may be owed to the Plan as a result of any settlement, judgment or recovery through any other means arising from any Injury or Accident. By virtue of this status, the Participant understands that he or she is required to:

1. Notify the Plan or its authorized representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds.
2. Instruct his or her attorney to ensure that the Plan and/or its authorized representative is included as a payee on all settlement drafts.

3. In circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement, judgment or other source of Coverage to include the Plan or its authorized representative as a payee on the settlement draft.
4. Hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.

To the extent the Participant disputes this obligation to the Plan under this section, the Participant or any of its agents or representatives is also required to hold any/all settlement funds, including the entire settlement if the settlement is less than the Plan's interests, and without reduction in consideration of attorneys' fees, for which he or she exercises control, in an account segregated from their general accounts or general assets until such time as the dispute is resolved.

No Participant, beneficiary, or the agents or representatives thereof, exercising control over plan assets and incurring trustee responsibility in accordance with this section will have any authority to accept any reduction of the Plan's interest on the Plan's behalf.

Release of Liability

The Plan's right to reimbursement extends to any incident related care that is received by the Participant(s) ("Incurred") prior to the liable party being released from liability. The Participant's/Participants' obligation to reimburse the Plan is therefore tethered to the date upon which the claims were Incurred, not the date upon which the payment is made by the Plan. In the case of a settlement, the Participant has an obligation to review the "lien" provided by the Plan and reflecting claims paid by the Plan for which it seeks reimbursement, prior to settlement and/or executing a release of any liable or potentially liable third party, and is also obligated to advise the Plan of any incident related care incurred prior to the proposed date of settlement and/or release, which is not listed but has been or will be incurred, and for which the Plan will be asked to pay.

Excess Insurance

If at the time of Injury, Sickness, Disease or disability there is available, or potentially available any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage, except as otherwise provided for under the Plan's Coordination of Benefits section.

The Plan's benefits shall be excess to any of the following:

1. The responsible party, its insurer, or any other source on behalf of that party.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage, including any similar coverage under a different name in a particular state.
3. Any policy of insurance from any insurance company or guarantor of a third party.
4. Workers' compensation or other liability insurance company.

5. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

Separation of Funds

Benefits paid by the Plan, funds recovered by the Participant(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Participant(s), such that the death of the Participant(s), or filing of bankruptcy by the Participant(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

Wrongful Death

In the event that the Participant(s) dies as a result of his or her Injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply, and the entity pursuing said claim shall honor and enforce these Plan rights and terms by which benefits are paid on behalf of the Participant(s) and all others that benefit from such payment.

Obligations

It is the Participant's/Participants' obligation at all times, both prior to and after payment of medical benefits by the Plan:

1. To cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights.
2. To provide the Plan with pertinent information regarding the Sickness, Disease, disability, or Injury, including accident reports, settlement information and any other requested additional information.
3. To take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights.
4. To do nothing to prejudice the Plan's rights of subrogation and reimbursement.
5. To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received.
6. To notify the Plan or its authorized representative of any incident related claims or care which may be not identified within the lien (but has been Incurred) and/or reimbursement request submitted by or on behalf of the Plan.
7. To notify the Plan or its authorized representative of any settlement prior to finalization of the settlement.
8. To not settle or release, without the prior consent of the Plan, any claim to the extent that the Participant may have against any responsible party or Coverage.
9. To instruct his/her attorney to ensure that the Plan and/or its authorized representative is included as a payee on any settlement draft.

10. In circumstances where the Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Participant obtains a settlement to include the Plan or its authorized representative as a payee on the settlement draft.
11. To make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Participant over settlement funds is resolved.

If the Participant(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid, to be paid, Incurred, or that will be Incurred, prior to the date of the release of liability from the relevant entity, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Participant(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Participant(s).

The Plan's rights to reimbursement and/or subrogation are in no way dependent upon the Participant's/Participants' cooperation or adherence to these terms.

Offset

If timely repayment is not made, or the Participant and/or his or her attorney fails to comply with any of the requirements of the Plan, the Plan has the right, in addition to any other lawful means of recovery, to deduct the value of the Participant's amount owed to the Plan. To do this, the Plan may refuse payment of any future medical benefits and any funds or payments due under this Plan on behalf of the Participant(s) in an amount equivalent to any outstanding amounts owed by the Participant to the Plan. This provision applies even if the Participant has disbursed settlement funds.

Minor Status

In the event the Participant(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.

If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

Language Interpretation

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the Plan's subrogation and reimbursement rights with respect to this provision. The Plan Administrator may amend the Plan at any time without notice.

Severability

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

SECTION XVI - HIPAA PRIVACY

Commitment to Protecting Health Information

The Plan will comply with the Standards for Privacy of Individually Identifiable Health Information (i.e., the “Privacy Rule”) set forth by the U.S. Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Such standards control the dissemination of “protected health information” (“PHI”) of Participants. Privacy Standards will be implemented and enforced in the offices of the Employer and Plan Sponsor and any other entity that may assist in the operation of the Plan.

The Plan is required by law to take reasonable steps to ensure the privacy of the Participant’s PHI, and inform him/her about:

1. The Plan’s disclosures and uses of PHI;
2. The Participant’s privacy rights with respect to his/her PHI;
3. The Plan’s duties with respect to his/her PHI;
4. The Participant’s right to file a complaint with the Plan and with the Secretary of HHS; and
5. The person or office to contact for further information about the Plan’s privacy practices.

The Plan provides each Participant with a separate Notice of Privacy Practices. This Notice describes how the Plan uses and discloses the individual’s personal health information. It also describes certain rights the individual has regarding this information. Additional copies of the Plan’s Notice of Privacy Practices are available by calling 614 879-7654.

Within this provision capitalized terms may be used, but not otherwise defined. These terms shall have the same meaning as those terms set forth in 45 CFR sections 160.103 and 164.501. Any HIPAA regulation modifications altering a defined HIPAA term or regulatory citation shall be deemed incorporated into this provision.

Definitions

- **Breach** means an unauthorized acquisition, access, use or disclosure of Protected Health Information (“PHI”) or Electronic Protected Health Information (“ePHI”) that violates the HIPAA Privacy Rule and that compromises the security or privacy of the information.
- **Protected Health Information (“PHI”)** means individually identifiable health information, as defined by HIPAA, that is created or received by the Plan and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

How Health Information May be Used and Disclosed

In general, the Privacy Rules permit the Plan to use and disclose, the minimum necessary amount, an individual's PHI, without obtaining authorization, only if the use or disclosure is:

1. To carry out Payment of benefits; or
2. If the use or disclosure falls within one of the limited circumstances described in the rules (e.g., the disclosure is required by law or for public health activities).

Primary Uses and Disclosures of PHI

1. Treatment, Payment and Health Care Operations: The Plan has the right to use and disclose a Participant's PHI for all activities as included within the definitions of Treatment, Payment, and Health Care Operations and pursuant to the HIPAA Privacy Rule.
2. Business Associates: The Plan contracts with individuals and entities (Business Associates) to perform various functions on its behalf. In performance of these functions or to provide services, Business Associates will receive, create, maintain, use, or disclose PHI, but only after the Plan and the Business Associate agree in writing to contract terms requiring the Business Associate to appropriately safeguard the Participant's information.
3. Other Covered Entities: The Plan may also disclose or share PHI with other insurance carriers (such as Medicare, etc.) in order to coordinate benefits, if a Participant has coverage through another carrier.

Disclosure of PHI to the Plan Sponsor for Plan Administration Purposes

In order that the Plan Sponsor may receive and use PHI for plan administration purposes, the Plan Sponsor agrees to:

1. Not use or further disclose PHI other than as permitted or required by the plan documents or as required by law (as defined in the Privacy Standards);
2. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
3. Maintain the confidentiality of all PHI, unless an individual gives specific consent or authorization to disclose such data or unless the data is used for health care payment or Plan operations;
4. Receive PHI, in the absence of an individual's express authorization, only to carry out Plan administration functions;
5. Not use or disclose genetic information for underwriting purposes;
6. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware;
7. Make available PHI in accordance with section 164.524 of the Privacy Standards (45 CFR 164.524);
8. Make available PHI for amendment and incorporate any amendments to PHI in accordance with section 164.526 of the Privacy Standards (45 CFR 164.526);

9. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services (“HHS”), or any other officer or Employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with part 164, subpart E, of the Privacy Standards (45 CFR 164.500 et seq); and
10. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

Required Disclosures of PHI

1. Disclosures to Participants: The Plan is required to disclose to a Participant most of the PHI in a Designated Record Set when the Participant requests access to this information. The Plan will disclose a Participant’s PHI to an individual who has been assigned as their representative and who has qualified for such designation in accordance with the relevant State law. Before disclosure to an individual qualified as a personal representative, the Plan must be given written supporting documentation establishing the basis of the personal representation.

The Plan may elect not to treat the person as the Participant’s personal representative if it has a reasonable belief that the Participant has been, or may be, subjected to domestic violence, abuse, or neglect by such person, it is not in the Participant’s best interest to treat the person as their personal representative, or treating such person as their personal representative could endanger the Participant; and

2. Disclosures to the Secretary of the U.S. Department of Health and Human Services: The Plan is required to disclose the Participant’s PHI to the Secretary of the U.S. Department of Health and Human Resources when the Secretary is investigating or determining the Plan’s compliance with the HIPAA Privacy Rule.

Participant’s Rights

The Participant has the following rights regarding PHI about him/her:

1. Request Restrictions: The Participant has the right to request additional restrictions on the use or disclosure of PHI for treatment, payment, or health care operations. The Participant may request that the Plan restrict disclosures to family members, relatives, friends or other persons identified by them who are involved in their care or payment for their care. The Plan is not required to agree to these requested restrictions;
2. Right to Receive Confidential Communication: The Participant has the right to request that they receive communications regarding PHI in a certain manner or at a certain location. The request must be made in writing and how the Participant would like to be contacted. The Plan will accommodate all reasonable requests;

3. Right to Receive Notice of Privacy Practices: The Participant is entitled to receive a paper copy of the plan's Notice of Privacy Practices at any time. To obtain a paper copy, contact the Privacy Officer;
4. Accounting of Disclosures: The Participant has the right to request an accounting of disclosures the Plan has made of their PHI. The request must be made in writing and does not apply to disclosures for treatment, payment, health care operations, and certain other purposes. The Participant is entitled to such an accounting for the six years prior to his/her request. Except as provided below, for each disclosure, the accounting will include: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a description of the PHI disclosed, (d) a statement of the purpose of the disclosure that reasonably informs the Participant of the basis of the disclosure, and certain other information. If the Participant wishes to make a request, please contact the Privacy Officer;
5. Access: The Participant has the right to request the opportunity to look at or get copies of PHI maintained by the Plan about them in certain records maintained by the Plan. If the Participant requests copies, they may be charged a fee to cover the costs of copying, mailing, and other supplies. If a Participant wants to inspect or copy PHI, or to have a copy of the individual's PHI transmitted directly to another designated person, they should contact the Privacy Officer. A request to transmit PHI directly to another designated person must be in writing, signed by the Participant and the recipient must be clearly identified. The Plan must respond to the Participant's request within 30 days (in some cases, the Plan can request a 30-day extension). In very limited circumstances, the Plan may deny the Participant's request. If the Plan denies the request, the Participant may be entitled to a review of that denial;
6. Amendment: The Participant has the right to request that the Plan change or amend their PHI. The Plan reserves the right to require this request be in writing. Submit the request to the Privacy Officer. The Plan may deny the Participant's request in certain cases, including if it is not in writing or if they do not provide a reason for the request; and
7. Other uses and disclosures not described in this section can only be made with authorization from the Participant. The Participant may revoke this authorization at any time.

Questions or Complaints

If the Participant wants more information about the Plan's privacy practices, has questions or concerns, or believes that the Plan may have violated their privacy rights, please contact the Plan using the following information. The Participant may submit a written complaint to the U.S. Department of Health and Human Services or with the Plan. The Plan will provide the Participant with the address to file their complaint with the U.S. Department of Health and Human Services upon request.

The Plan will not retaliate against the Participant for filing a complaint with the Plan or the U.S. Department of Health and Human Services

Contact Information

Privacy Officer Contact Information:

906 W Main Street

West Jefferson, Ohio 43462

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SECTION XVII - HIPAA SECURITY

Disclosure of Electronic Protected Health Information (“Electronic PHI”) to the Plan Sponsor for Plan Administration Functions

STANDARDS FOR SECURITY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION (“SECURITY RULE”)

The Health Insurance Portability and Accountability Act (HIPAA) and other applicable law shall override the following wherever there is a conflict, or a term or terms is/are not hereby defined.

The Security Rule imposes regulations for maintaining the integrity, confidentiality and availability of protected health information that it creates, receives, maintains, or maintains electronically that is kept in electronic format (ePHI) as required under HIPAA.

Definitions

- **Electronic Protected Health Information (ePHI)**, as defined in section 160.103 of the Security Standards (45 C.F.R. 160.103), means individually identifiable health information transmitted or maintained in any electronic media.
- **Security Incidents**, as defined within section 164.304 of the Security Standards (45 C.F.R. 164.304), means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operation in an information system.

Plan Sponsor Obligations

To enable the Plan Sponsor to receive and use Electronic PHI for Plan Administration Functions (as defined in 45 CFR §164.504(a)), the Plan Sponsor agrees to:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
2. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in 45 CFR § 164.504(f)(2)(iii), is supported by reasonable and appropriate Security Measures;
3. Ensure that any agent, including a subcontractor, to whom the Plan Sponsor provides Electronic PHI created, received, maintained, or transmitted on behalf of the Plan, agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Electronic PHI and report to the Plan any security incident of which it becomes aware;
4. Report to the Plan any security incident of which it becomes aware;
5. Establish safeguards for information, including security systems for data processing and storage;

6. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the Privacy Standards; and
7. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
 - a. The following Employees, or classes of Employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:
 - i. Privacy Officer.
 - ii. Director of Employee Benefits.
 - iii. Employee Benefits Department employees.
 - iv. Information Technology Department.
 - b. The access to and use of PHI by the individuals identified above shall be restricted to the plan administration functions that the Plan Sponsor performs for the Plan.

Disclosure of Summary Health Information to the Plan Sponsor

The Plan may disclose PHI to the Plan Sponsor of the group health plan for purposes of plan administration or pursuant to an authorization request signed by the Participant. The Plan may use or disclose “summary health information” to the Plan Sponsor for obtaining premium bids or modifying, amending, or terminating the group health plan. “Summary health information” may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

Disclosure of Certain Enrollment Information to the Plan Sponsor

Pursuant to section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has un-enrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Plan Sponsor.

Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage

The Plan Sponsor may hereby authorize and direct the Plan, through the Plan Administrator or the Third Party Administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (“MGUs”) for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the Privacy Standards.

Resolution of Noncompliance

In the event that any authorized individual of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the Privacy Officer. The Privacy Officer shall take appropriate action, including:

1. Investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach.
2. Applying appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment.
3. Mitigating any harm caused by the breach, to the extent practicable.
4. Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
5. Training Employees in privacy protection requirements and appoint a Privacy Officer responsible for such protections.
6. Disclosing the Participant's PHI to the Secretary of the U.S. Department of Health and Human Resources when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.

SECTION XVIII - CLAIM PROCEDURES; PAYMENT OF CLAIMS

Introduction

In accordance with applicable law, the Plan will allow an authorized representative to act on a Claimant's behalf in pursuing or appealing a benefit claim.

The availability of health benefit payments is dependent upon Claimants complying with the following:

Health Claims

Full and final authority to adjudicate Claims and make determinations as to their payability by and under the Plan belongs to and resides solely with the Plan Administrator. The Plan Administrator shall make Claims adjudication determinations after full and fair review and in accordance with the terms of this Plan, and applicable law. To receive due consideration, Claims for benefits and questions regarding said Claims should be directed to the Claims Administrator. The Plan Administrator may delegate to the Claims Administrator responsibility to process Claims in accordance with the terms of the Plan and the Plan Administrator's directive(s). The Claims Administrator is not a fiduciary of the Plan and does not have discretionary authority to make Claims payment decisions or interpret the meaning of the Plan terms.

Written proof that expenses eligible for Plan reimbursement and/or payment were Incurred, as well as proof of their eligibility for payment by the Plan, must be provided to the Plan Administrator via the Claims Administrator. Although a Provider of medical services and/or supplies may submit such Claims directly to the Plan by virtue of an assignment of benefits, ultimate responsibility for supplying such written proof remains with the Claimant. The Plan Administrator may determine the time and fashion by which such proof must be submitted. No benefits shall be payable under the Plan if the Plan Administrator determines that the Claims are not eligible for Plan payment, or, if inadequate proof is provided by the Claimant or entities submitting Claims to the Plan on the Claimant's behalf.

A call from a Provider who wants to know if an individual is covered under the Plan, or if a certain procedure is covered by the Plan, prior to providing treatment is not a "Claim," since an actual Claim for benefits is not being filed with the Plan. These are simply requests for information, and any response is not a guarantee of benefits, since payment of benefits is subject to all Plan provisions, limitations and Exclusions. Once treatment is rendered, a Clean Claim must be filed with the Plan (which will be a "Post-service Claim"). At that time, a determination will be made as to what benefits are payable under the Plan.

A Claimant has the right to request a review of an Adverse Benefit Determination. If the Claim is denied at the end of the appeal process, as described below, the Plan's final decision is known as a Final Internal Adverse Benefit Determination. If the Claimant receives notice of a Final Internal Adverse Benefit Determination, or if the Plan does not follow the Claims procedures

properly, the Claimant then has the right to request an independent external review. The external review procedures are described below.

The Claims procedures are intended to provide a full and fair review. This means, among other things, that Claims and appeals will be decided in a manner designed to ensure the independence and impartiality of the persons involved in making these decisions.

According to Federal regulations which apply to the Plan, there are four types of Claims: Pre-service (Urgent and Non-urgent), Concurrent Care and Post-service.

1. Pre-service Claims. A “Pre-service Claim” occurs when issuance of payment by the Plan is dependent upon determination of payability prior to the receipt of the applicable medical care; however, if the Plan does not require the Claimant to obtain approval of a medical service prior to getting treatment, then there is no “Pre-service Claim.”

Urgent care or Emergency medical services or Admissions will not require notice to the Plan prior to the receipt of care. Furthermore, if in the opinion of a Physician with knowledge of the Claimant’s medical condition, predetermination of payability by the Plan prior to the receipt of medical care (a Pre-service Claim) would result in a delay adequate to jeopardize the life or health of the Claimant, hinder the Claimant’s ability to regain maximum function (compared to treatment without delay), or subject the Claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Claim, said Claim may be deemed to be a “Pre-service Urgent Care Claim.” In such circumstances, the Claimant is urged to obtain the applicable care without delay, and communicate with the Plan regarding their Claim(s) as soon as reasonably possible.

If, due to Emergency or urgency as defined above, a Pre-service Claim is not possible, the Claimant must comply with the Plan’s requirements with respect to notice required after receipt of treatment, and must file the Claim as a Post-service Claim, as herein described.

Pre-admission certification of a non-Emergency Hospital Admission is a “Claim” only to the extent of the determination made – that the type of procedure or condition warrants Inpatient confinement for a certain number of days. The rules regarding Pre-service Claims will apply to that determination only. Once a Claimant has the treatment in question, the Claim for benefits relating to that treatment will be treated as a Post-service Claim.

2. Concurrent Claims. If a Claimant requires an on-going course of treatment over a period of time or via a number of treatments, the Plan may approve of a “Concurrent Claim.” In such circumstances, the Claimant must notify the Plan of such necessary ongoing or routine medical care, and the Plan will assess the Concurrent Claim as well as determine whether the course of treatment should be reduced or terminated. The Claimant, in turn, may request an extension of the course of treatment beyond that which the Plan has approved. If the Plan does not require the Claimant to obtain approval of a medical

service prior to getting treatment, then there is no need to contact the Plan Administrator to request an extension of a course of treatment, and the Claimant must simply comply with the Plan's requirements with respect to notice required after receipt of treatment, as herein described.

3. Post-service Claims. A "Post-service Claim" is a Claim for benefits from the Plan after the medical services and/or supplies have already been provided.

A. When Claims Must Be Filed

Post-service health Claims (which must be Clean Claims) must be filed with the Claims Administrator within 12 months of the date charges for the service(s) and/or supplies were Incurred. Claims filed later than that date shall be denied. Benefits are based upon the Plan's provisions at the time the charges were Incurred.

A Pre-service Claim (including a Concurrent Claim that also is a Pre-service Claim) is considered to be filed when the request for approval of treatment or services is received by the Claims Administrator in accordance with the Plan's procedures.

A Post-service Claim is considered to be filed when the following information is received by the Claims Administrator, together with the industry standard claim form:

1. The date of service;
2. The name, address, telephone number and tax identification number of the Provider of the services or supplies;
3. The place where the services were rendered;
4. The Diagnosis and procedure codes;
5. Any applicable pre-negotiated rate;
6. The name of the Plan;
7. The name of the covered Employee; and
8. The name of the patient.

Upon receipt of this information, the Claim will be deemed to be initiated with the Plan.

The Claims Administrator will determine if enough information has been submitted to enable proper consideration of the Claim (a Clean Claim). If not, more information may be requested as provided herein. This additional information must be received by the Claims Administrator within 45 days (48 hours in the case of Pre-service urgent care Claims) from receipt by the Claimant of the request for additional information. **Failure to do so may result in Claims being declined or reduced.**

B. Timing of Claim Decisions

The Plan Administrator shall notify the Claimant, in accordance with the provisions set forth below, of any Adverse Benefit Determination (and, in the case of Pre-service Claims and Concurrent Claims, of decisions that a Claim is payable in full) within the following timeframes:

Pre-service Urgent Care Claims:

- a. If the Claimant has provided all of the necessary information, as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the Claim.
- b. If the Claimant has not provided all of the information needed to process the Claim, then the Claimant will be notified as to what specific information is needed as soon as possible, but not later than 24 hours after receipt of the Claim.
- c. The Claimant will be notified of a determination of benefits as soon as possible, but not later than 48 hours, taking into account the medical exigencies, after the earliest of:
 - i. The Plan's receipt of the specified information; or
 - ii. The end of the period afforded the Claimant to provide the information.
- d. If there is an Adverse Benefit Determination, a request for an expedited appeal may be submitted orally or in writing by the Claimant. All necessary information, including the Plan's benefit determination on review, may be transmitted between the Plan and the Claimant by telephone, facsimile, or other similarly expeditious method. Alternatively, the Claimant may request an expedited review under the external review process.

2. Pre-service Non-urgent Care Claims:

- a. If the Claimant has provided all of the information needed to process the Claim, in a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the Claim, unless an extension has been requested, then prior to the end of the 15 day extension period.
- b. If the Claimant has not provided all of the information needed to process the Claim, then the Claimant will be notified as to what specific information is needed as soon as possible. The Claimant will be notified of a determination of benefits in a reasonable period of time appropriate to the medical circumstances, either prior to the end of the extension period (if additional information was requested during the initial processing period), or by the date agreed to by the Plan Administrator and the Claimant (if additional information was requested during the extension period).

3. Concurrent Claims:

- a. Plan Notice of Reduction or Termination. If the Plan Administrator is notifying the Claimant of a reduction or termination of a course of treatment (other than by Plan amendment or termination), notification will occur before the end of such period of time or number of treatments. The Claimant will be notified sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated. This rule does not apply if benefits are

reduced or eliminated due to plan amendment or termination. A similar process applies for Claims based on a rescission of coverage for fraud or misrepresentation.

- b. Request by Claimant Involving Urgent Care. If the Plan Administrator receives a request from a Claimant to extend the course of treatment beyond the period of time or number of treatments involving urgent care, notification will occur as soon as possible, taking into account the medical exigencies, but not later than 24 hours after receipt of the Claim, as long as the Claimant makes the request at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. If the Claimant submits the request with less than 24 hours prior to the expiration of the prescribed period of time or number of treatments, the request will be treated as a Claim involving urgent care and decided within the urgent care timeframe.
- c. Request by Claimant Involving Non-urgent Care. If the Plan Administrator receives a request from the Claimant for a Claim not involving urgent care, the request will be treated as a new benefit Claim and decided within the timeframe appropriate to the type of Claim (either as a Pre-service non-urgent Claim or a Post-service Claim).
- d. Request by Claimant Involving Rescission. With respect to rescissions, the following timetable applies:

- i. Notification to Claimant 30 days
- ii. Notification of Adverse Benefit Determination on appeal 30 days

4. Post-service Claims:

- a. If the Claimant has provided all of the information needed to process the Claim, in a reasonable period of time, but not later than 30 days after receipt of the Claim, unless an extension has been requested, then prior to the end of the 15-day extension period.
- b. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the Claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.
- c. If the Claimant has not provided all of the information needed to process the Claim and additional information is requested during the initial processing period, then the Claimant will be notified of a determination of benefits prior to the end of the extension period, unless additional information is requested during the extension period, then the Claimant will be notified of the determination by a date agreed to by the Plan Administrator and the Claimant.

5. Extensions:

- a. Pre-service Urgent Care Claims. No extensions are available in connection with Pre-service urgent care Claims.

- b. Pre-service Non-urgent Care Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 15-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
 - c. Post service Claims. This period may be extended by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
6. Calculating Time Periods. The period of time within which a benefit determination is required to be made shall begin at the time a Claim is deemed to be filed in accordance with the procedures of the Plan.

C. Notification of an Adverse Benefit Determination

The Plan Administrator shall provide a Claimant with a notice, either in writing or electronically (or, in the case of urgent care Claims, by telephone, facsimile or similar method, with written or electronic notice following within three days), containing the following information:

1. Information sufficient to allow the Claimant to identify the Claim involved (including date of service, the health care Provider, the Claim amount, if applicable, and a statement describing the availability, upon request, of the Diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning);
2. A reference to the specific portion(s) of the Plan Document upon which a denial is based;
3. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the Claim;
4. A description of any additional information necessary for the Claimant to perfect the Claim and an explanation of why such information is necessary;
5. A description of the Plan's review procedures and the time limits applicable to the procedures;
6. A statement that the Claimant is entitled to receive, upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's Claim for benefits;
7. Upon request, the identity of any medical or vocational experts consulted in connection with a Claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request);
8. Any rule, guideline, protocol or similar criterion that was relied upon in making the determination (or a statement that it was relied upon and that a copy will be provided to the Claimant free of charge, upon request);
9. In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical

- circumstances, or a statement that such explanation will be provided to the Claimant free of charge, upon request; and
10. In a Claim involving urgent care, a description of the Plan's expedited review process.

Appeal of Adverse Benefit Determinations

A. Full and Fair Review of All Claims

In cases where a Claim for benefits is denied, in whole or in part, and the Claimant believes the Claim has been denied wrongly, the Claimant may appeal the denial and review pertinent documents. The Claims procedures of this Plan provide a Claimant with a reasonable opportunity for a full and fair review of a Claim and Adverse Benefit Determination. More specifically, the Plan provides:

1. A 180 day timeframe following receipt of a notification of an initial Adverse Benefit Determination within which to appeal the determination. The Plan will not accept appeals filed after a 180 day timeframe;
2. The opportunity to submit written comments, documents, records, and other information relating to the Claim for benefits;
3. The opportunity to review the Claim file and to present evidence and testimony as part of the internal Claims and appeals process;
4. A review that does not afford deference to the previous Adverse Benefit Determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
5. A review that takes into account all comments, documents, records, and other information submitted by the Claimant relating to the Claim, without regard to whether such information was submitted or considered in the prior benefit determination;
6. That, in deciding an appeal of any Adverse Benefit Determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual;
7. Upon request, the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claim, even if the Plan did not rely upon their advice;
8. If applicable, a discussion of the basis for disagreeing with the disability determination made by either (a) the Social Security Administration; or (b) an independent medical expert that has conducted a full medical review of the Claimant if presented by the Claimant in support of the claim.
9. That a Claimant will be provided, free of charge: (a) reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's Claim in possession of the Plan Administrator or Claims Administrator; (b) information regarding any voluntary appeals procedures offered by the Plan; (c) information regarding the Claimant's right to an external review process; (d) any internal rule, guideline, protocol

or other similar criterion relied upon, considered or generated in making the adverse determination; and (e) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances; and

10. That a Claimant will be provided, free of charge, and sufficiently in advance of the date that the notice of Final Internal Adverse Benefit Determination is required, with new or additional evidence considered, relied upon, or generated by the Plan in connection with the Claim, as well as any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for the Claimant to respond to such new evidence or rationale.

B. Requirements for First Level Appeal

The Claimant must file an appeal regarding a Post-service Claim and applicable Adverse Benefit Determination, in writing within 180 days following receipt of the notice of an Adverse Benefit Determination.

Pre-service Claims. Oral appeals should be submitted in writing as soon as possible after it has been initiated. To file any appeal in writing, the Claimant's appeal must be addressed as follows:

Jefferson Local Schools
906 W Main Street
West Jefferson, Ohio 43162
Phone: 1-614-879-7654

For Post-service Claims. To file any appeal in writing, the Claimant's appeal must be addressed as follows:

Jefferson Local Schools
906 W Main Street
West Jefferson, Ohio 43162
Phone: 1-614-879-7654

It shall be the responsibility of the Claimant or authorized representative to submit an appeal under the provisions of the Plan. Any appeal must include:

1. The name of the Employee/Claimant;
2. The Employee/Claimant's distinguishing member identification number;
3. The group name or identification number;
4. All facts and theories supporting the Claim for benefits;
5. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the Claim; and
6. Any material or information that the Claimant has which indicates that the Claimant is entitled to benefits under the Plan.

C. Timing of Notification of Benefit Determination on Review

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within the following timeframes:

1. Pre-service Urgent Care Claims: As soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the appeal;
2. Concurrent Claims: The response will be made in the appropriate time period based upon the type of Claim: Pre-service Urgent, Pre-service Non-urgent or Post-service; and
3. Post-service Claims: Within a reasonable period of time, but not later than 30 days per internal appeal.

Calculating Time Periods. The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

D. Manner and Content of Notification of Adverse Benefit Determination on Review

The Plan Administrator shall provide a Claimant with notification, with respect to Pre-service urgent care Claims, by telephone, facsimile or similar method, and with respect to all other types of Claims, in writing or electronically, of a Plan's Adverse Benefit Determination on review, setting forth:

1. Information sufficient to allow the Claimant to identify the Claim involved (including date of service, the health care Provider, the Claim amount, if applicable, and a statement describing the availability, upon request, of the Diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning);
2. Specific reason(s) for a denial, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the Claim, and a discussion of the decision;
3. A reference to the specific portion(s) of the plan provisions upon which a denial is based;
4. The identity of any medical or vocational experts consulted in connection with a Claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request);
5. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's Claim for benefits;
6. Any rule, guideline, protocol or similar criterion that was relied upon, considered, or generated in making the determination will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol or similar criterion was relied upon in making the determination and a copy will be provided to the Claimant, free of charge, upon request;
7. A description of any additional information necessary for the Claimant to perfect the Claim and an explanation of why such information is necessary;

8. A description of available internal appeals and external review processes, including information regarding how to initiate an appeal;
9. A description of the Plan's review procedures and the time limits applicable to the procedures.
10. In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or Experimental), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided to the Claimant, free of charge, upon request; and
11. Information about the availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist Participants with the internal claims and appeals and external review processes.
12. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

E. Furnishing Documents in the Event of an Adverse Determination

In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in the section relating to "Manner and Content of Notification of Adverse Benefit Determination on Review" as appropriate.

F. Decision on Review

The decision by the Plan Administrator or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. All Claim review procedures provided for in the Plan must be exhausted before any legal action is brought.

G. Requirements for Second Level Appeal

The Claimant must file an appeal regarding a Pre-service or Post-service claim and applicable Adverse Benefit Determination, in writing within 60 days following receipt of the notice of the first level Adverse Benefit Determination.

H. Two Levels of Appeal

This Plan requires two levels of appeal (Pre-service or Post-service) by a Claimant before the Plan's internal appeals are exhausted. For each level of appeal, the Claimant and the Plan are subject to the same procedures, rights, and responsibilities as stated within this Plan. Each level of appeal is subject to the above-outlined submission and response guidelines.

Once a Claimant receives an Adverse Benefit Determination in response to an initial claim for benefits, the Claimant may appeal that Adverse Benefit Determination, which will constitute the initial appeal. If the Claimant receives an Adverse Benefit Determination in response to that initial appeal, the Claimant may appeal that Adverse Benefit Determination as well, which will constitute the final internal appeal. If the Claimant receives an Adverse Benefit Determination in response to the Claimant's second appeal, such Adverse Benefit Determination will constitute the Final Internal Adverse Benefit Determination, and the Plan's internal appeals procedures will have been exhausted.

I. External Review Process

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; or its determination that a treatment is Experimental or Investigational), as determined by the external reviewer; and
2. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

Standard external review

Standard external review is an external review that is not considered expedited (as described in the "expedited external review" paragraph in this section).

1. Request for external review. The Plan will allow a Claimant to file a request for an external review with the Plan if the request is filed within four months after the date of receipt of a notice of an Adverse Benefit Determination or Final Internal Adverse Benefit Determination. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.
2. Preliminary review. Within five business days following the date of receipt of the external review request, the Plan will complete a preliminary review of the request to determine whether:

- a. The Claimant is or was covered under the Plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the Plan at the time the health care item or service was provided;
 - b. The Adverse Benefit Determination or the Final Internal Adverse Benefit Determination does not relate to the Claimant's failure to meet the requirements for eligibility under the terms of the Plan (e.g., worker classification or similar determination);
 - c. The Claimant has exhausted the Plan's internal appeal process unless the Claimant is not required to exhaust the internal appeals process under the final regulations;
 - d. The Claimant has provided all the information and forms required to process an external review. Within one business day after completion of the preliminary review, the Plan will issue a notification in writing to the Claimant. If the request is complete but not eligible for external review, such notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, such notification will describe the information or materials needed to make the request complete and the Plan will allow a Claimant to perfect the request for external review within the four-month filing period or within the 48 hour period following the receipt of the notification, whichever is later.
3. Referral to Independent Review Organization. The Plan will assign an independent review organization (IRO) that is accredited by URAC or by a similar nationally-recognized accrediting organization to conduct the external review. Moreover, the Plan will take action against bias and to ensure independence. Accordingly, the Plan will contract with (or direct the Claims Administrator to contract with, on its behalf) at least three IROs for assignments under the Plan and rotate Claims assignments among them (or incorporate other independent unbiased methods for selection of IROs, such as random selection). In addition, the IRO may not be eligible for any financial incentives based on the likelihood that the IRO will support the denial of benefits.
 4. Reversal of Plan's decision. Upon receipt of a notice of a final external review decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, the Plan will provide coverage or payment for the Claim without delay, regardless of whether the plan intends to seek judicial review of the external review decision and unless or until there is a judicial decision otherwise.

Expedited external review

1. Request for expedited external review. The Plan will allow a Claimant to make a request for an expedited external review with the Plan at the time the Claimant receives:
 - a. An Adverse Benefit Determination if the Adverse Benefit Determination involves a medical condition of the Claimant for which the timeframe for completion of a standard internal appeal under the final regulations would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain

maximum function and the Claimant has filed a request for an expedited internal appeal; or

- b. A Final Internal Adverse Benefit Determination, if the Claimant has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the Final Internal Adverse Benefit Determination concerns an Admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency Services, but has not been discharged from a facility.
2. Preliminary review. Immediately upon receipt of the request for expedited external review, the Plan will determine whether the request meets the reviewability requirements set forth above for standard external review. The Plan will immediately send a notice that meets the requirements set forth above for standard external review to the Claimant of its eligibility determination.
 3. Referral to Independent Review Organization. Upon a determination that a request is eligible for external review following the preliminary review, the Plan will assign an IRO pursuant to the requirements set forth above for standard review. The Plan will provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method. The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO will review the Claim de novo and is not bound by any decisions or conclusions reached during the Plan's internal Claims and appeals process.
 4. Notice of final external review decision. The Plan's (or Claims Administrator's) contract with the assigned IRO will require the IRO to provide notice of the final external review decision, in accordance with the requirements set forth above, as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO will provide written confirmation of the decision to the Claimant and the Plan.

J. Deemed Exhaustion of Internal Claims Procedures and De Minimis

Exception to the Deemed Exhaustion Rule

A Claimant will not be required to exhaust the internal Claims and appeals procedures described above if the Plan fails to adhere to the Claims procedures requirements. In such an instance, a Claimant may proceed immediately to make a Claim in court. However, the internal Claim and appeals procedures will not be deemed exhausted (meaning the Claimant must adhere to them before bringing a Claim in court) in the event of a de minimis violation that does not cause, and is not likely to cause, prejudice or harm to the Claimant as long as the Plan Administrator

demonstrates that the violation was for good cause or due to matters beyond the control of the Plan, the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant, and the violation is not reflective of a pattern or practice of non-compliance.

If a Claimant believes the Plan Administrator has engaged in a violation of the Claims procedures and would like to pursue an immediate review, the Claimant may request that the Plan provide a written explanation of the violation, including a description of the Plan's basis for asserting that the violation should not result in a "deemed exhaustion" of the Claims procedures. The Plan will respond to this request within ten days. If a court rejects a request for immediate review because the Plan has met the requirements for the "de minimis" exception described above, the Plan will provide the Claimant with notice of an opportunity to resubmit and pursue an internal appeal of the Claim.

Appointment of Authorized Representative

A Claimant may designate another individual to be an authorized representative and act on their behalf and communicate with the Plan with respect to a specific benefit Claim or appeal of a denial. This authorization must be in writing, signed and dated by the Claimant, and include all the information required in the authorized representative form. The appropriate form can be obtained from the Plan Administrator or the Claims Administrator.

The Plan will permit, in a medically urgent situation, such as a Claim involving Urgent Care, a Claimant's treating health care practitioner to act as the Claimant's authorized representative without completion of the authorized representative form.

Should a Claimant designate an authorized representative, all future communications from the Plan will be conducted with the authorized representative instead of the Claimant, unless the Plan Administrator is otherwise notified in writing by the Claimant. A Claimant can revoke the authorized representative at any time. A Claimant may authorize only one person as an authorized representative at a time.

Recognition as an authorized representative is completely separate from a Provider accepting an assignment of benefits, requiring a release of information, or requesting completion a similar form. An assignment of benefits by a Claimant shall not be recognized as a designation of the Provider as an authorized representative. Assignment and its limitations under this Plan are described below.

Autopsy

Upon receipt of a Claim for a deceased Claimant for any condition, Sickness, or Injury is the basis of such Claim, the Plan maintains the right to request an autopsy be performed upon said Claimant. The request for an autopsy may be exercised only where not prohibited by any applicable law.

Payment of Benefits

Where benefit payments are allowable in accordance with the terms of this Plan, payment shall be made in U.S. Dollars (unless otherwise agreed upon by the Plan Administrator). Payment shall be made, in the Plan Administrator's discretion, to an assignee of an assignment of benefits, but in any instance may alternatively be made to the Claimant, on whose behalf payment is made and who is the recipient of the services for which payment is being made. Should the Claimant be deceased, payment shall be made to the Claimant's heir, assign, agent or estate (in accordance with written instructions), or, if there is no such arrangement and in the Plan Administrator's discretion, the Institute and/or Provider who provided the care and/or supplies for which payment is to be made – regardless of whether an assignment of benefits occurred.

A. No Assignments

No benefit, right or interest of any Participant under the Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any liability for, or subject to, the debts, liabilities or other obligations of such person; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute or levy upon, or otherwise dispose of any right to benefits payable hereunder or legal causes of action, shall be void.

Notwithstanding the foregoing, the Plan may choose to remit payments directly to Providers with respect to covered services, if authorized by the Participant. Providers will not be construed as either "participants" or "beneficiaries" under this Plan, and have no rights to pursue legal causes of action on behalf of (or in place of) Participants under any circumstances.

B. Non U.S. Providers

A Provider of medical care, supplies, or services, whose primary facility, principal place of business or address for payment is located outside the United States shall be deemed to be a "Non U.S. Provider." Claims for medical care, supplies, or services provided by a Non U.S. Provider and/or that are rendered outside the United States of America, may be deemed to be payable under the Plan by the Plan Administrator, subject to all Plan Exclusions, limitations, maximums and other provisions. Assignment of benefits to a Non U.S. Provider is prohibited absent an explicit written waiver executed by the Plan Administrator. If assignment of benefits is not authorized, the Claimant is responsible for making all payments to Non U.S. Providers, and is solely responsible for subsequent submission of proof of payment to the Plan. Only upon receipt of such proof of payment, and any other documentation needed by the Plan Administrator to process the Claims in accordance with the terms of the Plan, shall reimbursement by the Plan to the Claimant be made. If payment was made by the Claimant in U.S. currency (American dollars), the maximum reimbursable amount by the Plan to the Claimant shall be that amount. If payment was made by the Claimant using any currency other than U.S. currency (American dollars), the Plan shall utilize an exchange rate in effect on the Incurred date as established by a recognized and licensed entity authorized to so establish said exchange rates. The Non U.S. Provider shall be subject to, and shall act in compliance with, all U.S. and other applicable licensing requirements; and Claims for benefits must be submitted to the Plan in English.

C. Recovery of Payments

Occasionally, benefits are paid more than once, are paid based upon improper billing or a misstatement in a proof of loss or enrollment information, are not paid according to the Plan's terms, conditions, limitations or Exclusions, or should otherwise not have been paid by the Plan. As such, this Plan may pay benefits that are later found to be greater than the Maximum Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid, primary payers, or from the party on whose behalf the charge(s) were paid. As such, whenever the Plan pays benefits exceeding the amount of benefits payable under the terms of the Plan, the Plan Administrator has the right to recover any such erroneous payment directly from the person or entity who received such payment and/or from other payers and/or the Claimant or Dependent on whose behalf such payment was made.

A Claimant, Dependent, Provider, another benefit plan, insurer, or any other person or entity who receives a payment exceeding the amount of benefits payable under the terms of the Plan or on whose behalf such payment was made, shall return or refund the amount of such erroneous payment to the Plan within 30 days of discovery or demand. The Plan Administrator shall have no obligation to secure payment for the expense for which the erroneous payment was made or to which it was applied.

The person or entity receiving an erroneous payment may not apply such payment to another expense. The Plan Administrator shall have the sole discretion to choose who will repay the Plan for an erroneous payment and whether such payment shall be reimbursed in a lump sum. When a Claimant or other entity does not comply with the provisions of this section, the Plan Administrator shall have the authority, in its sole discretion, to deny payment of any Claims for benefits by the Claimant and to deny or reduce future benefits payable (including payment of future benefits for other Injuries or Illnesses) under the Plan by the amount due as reimbursement to the Plan. The Plan Administrator may also, in its sole discretion, deny or reduce future benefits (including future benefits for other Injuries or Illnesses) under any other group benefits plan maintained by the Plan Sponsor. The reductions will equal the amount of the required reimbursement.

Providers and any other person or entity accepting payment from the Plan or to whom a right to benefits has been assigned, in consideration of services rendered, payments and/or rights, agrees to be bound by the terms of this Plan and agree to submit Claims for reimbursement in strict accordance with their State's health care practice acts, ICD or CPT standards, Medicare guidelines, HCPCS standards, or other standards approved by the Plan Administrator or insurer. Any payments made on Claims for reimbursement not in accordance with the above provisions shall be repaid to the Plan within 30 days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against a Claimant, Provider or other person or entity to enforce the provisions of this section, then that Claimant, Provider or other person or entity agrees to pay the Plan's attorneys' fees and costs, regardless of the action's outcome.

Further, Claimants and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (Claimants) shall assign or be deemed to have assigned to the Plan their right to recover said payments made by the Plan, from any other party and/or recovery for

which the Claimant(s) are entitled, for or in relation to facility-acquired condition(s), Provider error(s), or damages arising from another party's act or omission for which the Plan has not already been refunded.

The Plan reserves the right to deduct from any benefits properly payable under this Plan the amount of any payment which has been made:

1. In error;
2. Pursuant to a misstatement contained in a proof of loss or a fraudulent act;
3. Pursuant to a misstatement made to obtain coverage under this Plan within two years after the date such coverage commences;
4. With respect to an ineligible person;
5. In anticipation of obtaining a recovery if a Claimant fails to comply with the Plan's Third Party Recovery, Subrogation and Reimbursement provisions; or
6. Pursuant to a Claim for which benefits are recoverable under any policy or act of law providing for coverage for occupational injury or disease to the extent that such benefits are recovered. This provision (6) shall not be deemed to require the Plan to pay benefits under this Plan in any such instance.

The deduction may be made against any Claim for benefits under this Plan by a Claimant or by any of his covered Dependents if such payment is made with respect to the Claimant or any person covered or asserting coverage as a Dependent of the Claimant.

If the Plan seeks to recoup funds from a Provider, due to a Claim being made in error, a Claim being fraudulent on the part of the Provider, and/or the Claim that is the result of the Provider's misstatement, said Provider shall, as part of its assignment to benefits from the Plan, abstain from billing the Claimant for any outstanding amount(s).

D. Medicaid Coverage

A Claimant's eligibility for any State Medicaid benefits will not be taken into account in determining or making any payments for benefits to or on behalf of such Claimant. Any such benefit payments will be subject to the State's right to reimbursement for benefits it has paid on behalf of the Claimant, as required by the State Medicaid program; and the Plan will honor any Subrogation rights the State may have with respect to benefits which are payable under the Plan.

E. Limitation of Action

Unless there are special circumstances, the appeals process outlined above must be completed prior to initiating legal action regarding a Claim for benefits. If a Claimant intends to initiate legal action he must do so within two years after receipt of a notification of an Adverse Benefit Determination. If, due to special circumstances, the Claimant was not required to complete the appeals process outlined above, legal action must be brought within two years of the date the Claimant's Claim for benefits was submitted to this Plan. Claimants may not bring legal action after the expiration of the two-year period.

SECTION XIX - PLAN ADMINISTRATION

The Plan Administrator has been granted the authority to administer the Plan. The Plan Administrator has retained the services of the Claims Administrator to provide certain Claims processing and other technical services. The Claims processing and other technical services delegated to the Claims Administrator notwithstanding, the Plan Administrator reserves the unilateral right and power to administer and to interpret, construe and construct the terms and provisions of the Plan, including without limitation, correcting any error or defect, supplying any omission, reconciling any inconsistency and making factual determinations.

Plan Administrator

The Plan is administered by the Plan Administrator, and in accordance with these provisions. An individual, committee, or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the appointed Plan Administrator or a committee member resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator may delegate to one or more individuals or entities part or all of its discretionary authority under the Plan, provided that any such delegation must be made in writing.

The Plan shall be administered by the Plan Administrator, in accordance with its terms. Policies, interpretations, practices, and procedures are established and maintained by the Plan Administrator. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make all interpretive and factual determinations as to whether any individual is eligible and entitled to receive any benefit under the terms of this Plan, to decide disputes which may arise with respect to a Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties. Benefits will be paid under this Plan only if the Plan Administrator, in its discretion, determines that the Participant is entitled to them.

If due to errors in drafting, any Plan provision does not accurately reflect its intended meaning, as demonstrated by prior interpretations or other evidence of intent, or as determined by the Plan Administrator in its sole and exclusive judgment, the provision shall be considered ambiguous and shall be interpreted by the Plan Administrator in a fashion consistent with its intent, as determined by the Plan Administrator. The Plan may be amended retroactively to cure any such ambiguity, notwithstanding anything in the Plan to the contrary.

The foregoing provisions of this Plan may not be invoked by any person to require the Plan to be interpreted in a manner which is inconsistent with its interpretations by the Plan Administrator.

All actions taken and all determinations by the Plan Administrator shall be final and binding upon all persons claiming any interest under the Plan subject only to the Claims appeal procedures of the Plan.

Duties of the Plan Administrator

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms.
2. To determine all questions of eligibility, status and coverage under the Plan.
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms.
4. To make factual findings.
5. To decide disputes which may arise relative to a Participant's rights and/or availability of benefits.
6. To prescribe procedures for filing a Claim for benefits, to review Claim denials and appeals relating to them and to uphold or reverse such denials.
7. To keep and maintain the Plan documents and all other records pertaining to the Plan.
8. To adopt and implement procedures, including care management recommendations, in its sole discretion.
9. To appoint and supervise a Claims Administrator to pay Claims.
10. To establish and communicate procedures to determine whether a Medical Child Support Order is a QMCSO.
11. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.
12. To perform each and every function necessary for or related to the Plan's administration.

Plan Administration Compensation

The Plan Administrator serves without compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

Fiduciary

A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of Plans assets, renders investment advice to the Plan, or has discretionary authority or responsibility in the administration of the Plan.

Fiduciary Duties

A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to Participants, and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

- With care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation.
- By diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

Named Fiduciary

A "named fiduciary" is the fiduciary named in the Plan. A Named Fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the Named Fiduciary allocates its responsibility to other persons, the Named Fiduciary shall not be liable for any act or omission of such person unless either:

- The Named Fiduciary has violated its stated duties under applicable law in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment or the procedures; or
- The Named Fiduciary breached its fiduciary responsibility under applicable law.

Amending and Terminating the Plan

This Plan was established for the exclusive benefit of the Employees with the intention it will continue indefinitely; however, as the settlor of the Plan, the Plan Sponsor, through its directors and officers, may, in its sole discretion, at any time, amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the trust agreement (if any). All amendments to this Plan shall become effective as of a date established by the Plan Sponsor.

Any amendment to the Plan that is not made effective at the beginning of a normal Plan Year by integration into a full Plan Document restatement, including suspension and/or termination, shall follow the amendment procedure outlined in this section. The amendment procedure is accomplished by a separate, written amendment decided upon and/or enacted by resolution of the Plan Sponsor's directors or officers (in compliance with its articles of incorporation or bylaws and if these provisions are deemed applicable), or by the sole proprietor in his or her own discretion if the Plan Sponsor is a sole proprietorship, but always in accordance with applicable Federal and State law.

If the Plan is terminated, the rights of the Participants are limited to expenses Incurred before termination. In connection with the termination, the Plan Sponsor may establish a deadline by which all Claims must be submitted for consideration. Benefits will be paid only for Covered Expenses Incurred prior to the termination date and submitted in accordance with the rules established by the Plan Sponsor. Upon termination, any Plan assets will be used to pay outstanding Claims and all expenses of Plan termination. As it relates to distribution of assets upon termination of the Plan, any contributions paid by Participants will be used for the exclusive purpose of providing benefits and defraying reasonable expenses related to Plan administration, and will not insure to the benefit of the Employer.

Summary of Material Modification (SMM)

A Summary of Material Modifications reports changes in the information provided within the Summary Plan Description. Examples include a change to Deductibles, eligibility or the addition or deletion of coverage.

The Plan Administrator shall notify all covered Employees of any plan amendment considered a Material Modification by the Plan as soon as administratively feasible after its adoption, but no later than within 210 days after the close of the Plan Year in which the changes became effective. If said Material Modification is affected by amendment as described above, distribution of a copy of said written amendment, within all applicable time limits, shall be deemed sufficient notification to satisfy the Plan's Summary of Material Modifications requirements.

NOTE: The Affordable Care Act (ACA) requires that if a Plan's Material Modifications are not reflected in the Plan's most recent Summary of Benefits and Coverage (SBC) then the Plan must provide written notice to Participants at least 60 days before the effective date of the Material Modification.

Summary of Material Reduction (SMR)

A Summary of Material Reduction (SMR) is a type of SMM. A Material Reduction generally means any modification that would be considered by the average Participant to be an important reduction in covered services or benefits. Examples include reductions in benefits or increases in Deductibles or Copayments.

The Plan Administrator shall notify all eligible Employees of any plan amendment considered a Material Reduction in covered services or benefits provided by the Plan as soon as administratively feasible after its adoption, but no later than 60 days after the date of adoption of the reduction. Eligible Employees and beneficiaries must be furnished a summary of such reductions, and any changes so made shall be binding on each Participant. The 60-day period for furnishing a summary of Material Reduction does not apply to any Employee covered by the Plan who would reasonably expect to receive a summary through other means within the next 90 days.

If said Material Reduction is affected by amendment as described above, distribution of a copy of said written amendment, within all applicable time limits, shall be deemed sufficient notification to satisfy the Plan's Summary of Material Reduction requirements.

Material Reduction disclosure provisions are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any related amendments.

Misuse of Identification (ID) Card

If an Employee or covered Dependent permits any person who is not a covered Participant of the Family Unit to use any Identification (ID) Card issued, the Plan Sponsor may give Employee written notice that his (and his family's) coverage will be terminated in accordance with the Plan's provisions.

SECTION XX - PARTICIPANT'S RIGHTS

As a Participant in this Plan, the Employee is entitled to certain rights. All Participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of documents, such as detailed annual reports and Plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. (The Plan Administrator may make a reasonable charge for the copies.)

If the Participant has any questions about this statement or about rights under HIPAA, the Participant should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. The Participant may also obtain certain publications about his or her rights and responsibilities under HIPAA by calling the publications hotline of the Employee Benefits Security Administration.

The Participants in this Plan have the sole right to select their own Providers of health care. The Plan will not choose a Provider for any Participant, or have any liability for any acts, omissions, or conduct of any Provider. The Plan's only obligation is to make payments according to the terms of this Plan Document. The payments that the Plan makes are not an attempt to fix the value of any services or supplies provided to a Participant.

A Participant will have the right to assign the payment of any benefits for which he is eligible under this Plan to any eligible Provider of services. If a Provider makes a representation to the Claims Administrator that a person covered under this Plan has made an Assignment of Benefit payments to the Provider, the Claims Administrator will make payment to the Provider based on that representation.

SECTION XXI - GENERAL PROVISIONS

Clerical Error/Delay

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes to such records will not invalidate coverage otherwise validly in force or continue coverage validly terminated. Contributions made in error by Participants due to such clerical error will be returned to the Participant; coverage will not be inappropriately extended. Contributions that were due but not made, in error and due to such clerical error will be owed immediately upon identification of said clerical error. Failure to so remedy amounts owed may result in termination of coverage. Effective Dates, waiting periods, deadlines, rules, and other matters will be established based upon the terms of the Plan, as if no clerical error had occurred. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or Institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Participant, the amount of overpayment may be deducted from future benefits payable.

Conformity With Applicable Laws

Any provision of this Plan that is contrary to any applicable law, equitable principle, regulation or court order (if such a court is of competent jurisdiction) will be interpreted to comply with said law, or, if it cannot be so interpreted, shall be automatically amended to satisfy the law's minimum requirement, including, but not limited to, stated maximums, Exclusions, or statutes of limitations. It is intended that the Plan will conform to the requirements of applicable law.

Fraud

Under this Plan, coverage may be retroactively canceled or terminated (rescinded) if a Participant acts fraudulently or intentionally makes material misrepresentations of fact. It is a Participant's responsibility to provide accurate information and to make accurate and truthful statements, including information and statements regarding family status, age, relationships, etc. It is also a Participant's responsibility to update previously provided information and statements. Failure to do so may result in coverage of Participants being canceled, and such cancellation may be retroactive.

If a Participant, or any other entity, submits or attempts to submit a Claim for or on behalf of a person who is not a Participant of the Plan; submits a Claim for services or supplies not rendered; provides false or misleading information in connection with enrollment in the Plan; or provides any false or misleading information to the Plan as it relates to any element of its administration; that shall be deemed to be fraud. If a Participant is aware of any instance of fraud, and fails to bring that fraud to the Plan Administrator's attention, that shall also be deemed

to be fraud. Fraud will result in immediate termination of all coverage under this Plan for the Participant and their entire Family Unit of which the Participant is a member.

A determination by the Plan that a rescission is warranted will be considered an Adverse Benefit Determination for purposes of review and appeal. A Participant whose coverage is being rescinded will be provided a 30 day notice period as described under the Affordable Care Act (ACA) and regulatory guidance. Claims Incurred after the retroactive date of termination shall not be further processed and/or paid under the Plan. Claims Incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid Claims under this Plan.

Headings

The headings used in this Plan Document are used for convenience of reference only. Participants are advised not to rely on any provision because of the heading.

Pronouns

Unless the context otherwise demands, words importing any gender shall be interpreted to mean any or all genders.

Word Usage

Whenever words are used in this document in the singular or masculine form, they shall where appropriate be construed so as to include the plural, feminine, or neuter form.

Titles for Reference

The titles used within this document are for reference purposes only. In the event of a discrepancy between a title and the content of a section, the content of a section shall control.

Misstatements

If any relevant fact as to an individual to whom the coverage relates is found to have been misstated, an equitable adjustment of contributions will be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is in force under this Plan and its amount.

No Waiver or Estoppel

All parts, portions, provisions, and conditions in the Plan, and/or other items addressed in this Plan shall be deemed to be in full force and effect, and not waived, absent an explicit written instrument expressing otherwise; executed by the Plan Administrator. Absent such explicit waiver, there shall be no waiver of or estoppel against the enforcement of any provision of this Plan. Failure by any applicable entity to enforce any part of the Plan shall not constitute a waiver, either as it specifically applies to a particular circumstance, or as it applies to the Plan's

general administration. If an explicit written waiver is executed, that waiver shall only apply to the matter addressed therein, and shall be interpreted in the most narrow fashion possible.

Plan Contributions

The Plan Administrator shall, from time to time, evaluate the funding method of the Plan and determine the amount to be contributed by the Participating Employer and the amount to be contributed (if any) by each Participant.

The Plan Sponsor shall fund the Plan in a manner consistent with the provisions of the Internal Revenue Code, and such other laws and regulations as shall be applicable to the end that the Plan shall be funded on a lawful and sound basis. The manner and means by which the Plan is funded shall be solely determined by the Plan Sponsor, to the extent allowed by applicable law.

Notwithstanding any other provision of the Plan, the Plan Administrator's obligation to pay Claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said Claims in accordance with these procedures shall discharge completely the Employer's obligation with respect to such payments.

In the event that the Employer terminates the Plan, then as of the effective date of termination, the Employer and eligible Employees shall have no further obligation to make additional contributions to the Plan and the Plan shall have no obligation to pay Claims Incurred after the termination date of the Plan.

Release of Medical Information

The Plan Administrator and Claims Administrator are entitled to receive information reasonably necessary to administer this Plan, subject to all applicable confidentiality requirements as defined in this Plan and as required by law, from any health care Provider of services to a Participant. By accepting coverage under this Plan, Participants agree to sign the necessary authorization directing any health care Provider that has attended or treated them, to release to the Plan Administrator and Claims Administrator upon request, any and all information, records or copies of records relating to attendance, examination or treatment rendered to Participant. If the Participant fails to sign the necessary authorization or otherwise inhibits the Plan Administrator and/or Claims Administrator from getting necessary information to pay Claims, this Plan has no obligation to pay Claims.

Non Discrimination Policy

This Plan will not discriminate against any Participant based on race, color, religion, national origin, disability, gender, sexual preference, or age. This Plan will not establish rules for eligibility based on health status, medical condition, claims experience, receipt of health care, medical history, evidence of insurability, genetic information, or disability.

This Plan is intended to be nondiscriminatory and to meet the requirements under applicable sections of the Internal Revenue Code of 1986. If the Plan Administrator determines before or during any Plan Year, that this Plan may fail to satisfy any nondiscrimination requirement imposed by the Internal Revenue Code of 1986 or any limitation on benefits provided to highly compensated individuals, the Plan Administrator shall take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated eligible Employees, to assure compliance with such requirements or limitation.

Severability

In the event that any provision of this Plan shall be held to be illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions of the Plan and the Plan shall be construed and enforced as if such illegal or invalid provision had never been contained in the Plan.

Written Notice

Any written notice required under this Plan which, as of the Effective Date, is in conflict with the law of any governmental body or agency which has jurisdiction over this Plan shall be interpreted to conform to the minimum requirements of such law.

Right of Recovery

In accordance with the Recovery of Payments provision, whenever payments have been made by this Plan in a total amount, at any time, in excess of the maximum amount of benefits payable under this Plan, the Plan shall have the right to recover such payments, to the extent of such excess, from any one or more of the following as this Plan shall determine: any person to or with respect to whom such payments were made, or such person's legal representative, any insurance companies, or any other individuals or organizations which the Plan determines are responsible for payment of such amount, and any future benefits payable to the Participant or his or her Dependents. See the Recovery of Payments provision for full details.

Statements

All statements made by the Employer or by a Participant will, in the absence of fraud, be considered representations and not warranties, and no statements made for the purpose of obtaining benefits under this document will be used in any contest to avoid or reduce the benefits provided by the document unless contained in a written application for benefits and a copy of the instrument containing such representation is or has been furnished to the Participant.

Any Participant who knowingly and with intent to defraud the Plan, files a statement of Claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact, commits a fraudulent act. The Participant may be subject to prosecution by the United States Department of Labor. Fraudulently claiming benefits may be punishable by a substantial fine, imprisonment, or both.

Protection Against Creditors

To the extent this provision does not conflict with any applicable law, no benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Plan Administrator shall find that such an attempt has been made with respect to any payment due or to become due to any Participant, the Plan Administrator in its sole discretion may terminate the interest of such Participant or former Participant in such payment. And in such case the Plan Administrator shall apply the amount of such payment to or for the benefit of such Participant or former Participant, his or her spouse, parent, adult Child, guardian of a minor Child, brother or sister, or other relative of a Dependent of such Participant or former Participant, as the Plan Administrator may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment. However, at the discretion of the Plan Administrator, benefit payments may be assigned to health care Providers.

Binding Arbitration

Any dispute or Claim, of whatever nature, arising out of, in connection with, or in relation to this Plan, or breach or rescission thereof, or in relation to care or delivery of care, including any Claim based on contract, tort or statute, must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute regarding a Claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular Claim, State law governing agreements to arbitrate shall apply.

The Participant and the Plan Administrator agree to be bound by this Binding Arbitration provision and acknowledge that they are each giving up their right to a trial by court or jury.

The Participant and the Plan Administrator agree to give up the right to participate in class arbitration against each other. Even if applicable law permits class actions or class arbitrations, the Participant waives any right to pursue, on a class basis, any such controversy or Claim against the Plan Administrator and the Plan Administrator waives any right to pursue on a class basis any such controversy or Claim against the Participant.

The arbitration findings will be final and binding except to the extent that State or Federal law provides for the judicial review of arbitration proceedings.

The arbitration is begun by the Participant making written demand on the Plan Administrator. The arbitration will be conducted by Judicial Arbitration and Mediation Services (“JAMS”) according to its applicable Rules and Procedures. If, for any reason, JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by mutual agreement of the Participant and the Plan Administrator, or by order of the court, if the Participant and the Plan Administrator cannot agree.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs will be shared equally by the parties, except in cases of extreme financial hardship, upon application to the neutral arbitration entity to which the parties have agreed, in which cases, the Plan Administrator will assume all or a portion of the costs of the arbitration.

SECTION XXII - DEFINITIONS

The following words and phrases shall have the following meanings when used in the Plan Document. Some of the terms used in this document begin with a capital letter, even though the term normally would not be capitalized. These terms have special meaning under the Plan. Most terms will be listed in this Definitions section, but some terms are defined within the provision the term is used. Becoming familiar with the terms defined in the Definitions section will help to better understand the provisions of this Plan.

The following definitions are not an indication that charges for particular care, supplies or services are eligible for payment under the Plan, however they may be used to identify ineligible expenses; please refer to the appropriate sections of the Plan Document for that information.

NOTE: There may be other terms defined in specific sections of this Plan that appear just in those sections. Those terms may not be defined in this section.

“Accident”

“Accident” shall mean an event which takes place without one’s foresight or expectation, or a deliberate act that results in unforeseen consequences.

“Accidental Bodily Injury” or “Accidental Injury”

“Accidental Bodily Injury” or “Accidental Injury” shall mean an Injury sustained as the result of an Accident due to a traumatic event or due to exposure to the elements.

“Actively at Work” or “Active Employment”

An Employee is “Actively at Work” or in “Active Employment” on any day the Employee performs in the customary manner all of the regular duties of employment. An Employee will be deemed Actively at Work on each day of a regular paid vacation or on a regular non-working day, provided the covered Employee was Actively at Work on the last preceding regular work day. An Employee shall be deemed Actively at Work if the Employee is absent from work due to a health factor, as defined by HIPAA, subject to the Plan’s Leave of Absence provisions (including any State-mandated leave). An Employee will not be considered under any circumstances Actively at Work if he or she has effectively terminated employment.

“ADA”

“ADA” shall mean the American Dental Association.

“Admission”

“Admission” shall mean the period from entry (Admission) into a Hospital or other covered facility until discharge or release. In counting days of Inpatient care, the date of entry and the date of discharge are counted as the same day.

“Adverse Benefit Determination”

“Adverse Benefit Determination” shall mean any of the following:

1. A denial in benefits.
2. A reduction in benefits.
3. A rescission of coverage, even if the rescission does not impact a current claim for benefits.
4. A termination of benefits.
5. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Claimant’s eligibility to participate in the Plan.
6. A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review.
7. A failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

Explanation of Benefits (EOB)

“Explanation of Benefits” shall mean a statement a health plan sends to a Participant which shows charges, payments and any balances owed. It may be sent by mail or e-mail. An Explanation of Benefits may serve as an Adverse Benefit Determination.

“Affordable Care Act (ACA)”

The “Affordable Care Act (ACA)” means the health care reform law enacted in March 2010. The law was enacted in two parts: the Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name “Affordable Care Act” is commonly used to refer to the final, amended version of the law. In this document, the Plan uses the name Affordable Care Act (ACA) to refer to the health care reform law.

“AHA”

“AHA” shall mean the American Hospital Association.

“Allowable Expenses”

“Allowable Expenses” shall mean the Maximum Allowable Charge for any Medically Necessary, eligible item of expense, at least a portion of which is covered under this Plan. When some Other Plan pays first in accordance with the Application to Benefit Determinations provision in the Coordination of Benefits section, this Plan’s Allowable Expenses shall in no event exceed the Other Plan’s Allowable Expenses.

When some “Other Plan” provides benefits in the form of services (rather than cash payments), the Plan Administrator shall assess the value of said benefit(s) and determine the reasonable cash value of the service or services rendered, by determining the amount that would be payable in accordance with the terms of the Plan. Benefits payable under any Other Plan include the benefits that would have been payable had the claim been duly made therefore, whether or not it is actually made.

“Alternate Recipient”

“Alternate Recipient” shall mean any Child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Participant’s eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an eligible Dependent.

“AMA”

“AMA” shall mean the American Medical Association.

“Ambulance”

“Ambulance” shall mean a specially designed or equipped vehicle used only for transporting the critically ill or Injured to a health care facility. The Ambulance service must meet state and local requirements for providing transportation of the sick or injured and must be operated by qualified personnel who are trained in the application of basic life support.

“Ambulatory Surgical Center”

“Ambulatory Surgical Center” shall mean any permanent public or private State licensed and approved (whenever required by law) establishment that operates exclusively for the purpose of providing Surgical Procedures to patients not requiring hospitalization with an organized medical staff of Physicians, with continuous Physician and nursing care by Registered Nurses (R.N.s). The patient is admitted to and discharged from the facility within the same working day as the facility does not provide service or other accommodations for patients to stay overnight.

“Appliance”

“Appliance” shall mean a device used to replace missing parts, to provide function or for therapeutic use. The term includes dental prostheses, splints, and obturators.

“Approved Clinical Trial”

“Approved Clinical Trial” means a phase I, II, III or IV trial that is Federally funded by specified Agencies (National Institutes of Health (NIH), Centers for Disease Control and Prevention (CDCP), Agency for Health Care Research (AHRQ), Centers for Medicare and Medicaid Services (CMS), Department of Defense (DOD) or Veterans Affairs (VA), or a non-governmental entity identified by NIH guidelines) or is conducted under an Investigational new Drug application reviewed by the FDA (if such application is required).

The Affordable Care Act requires that if a “qualified individual” is in an “Approved Clinical Trial,” the Plan cannot deny coverage for related services (“routine patient costs”).

A “qualified individual” is someone who is eligible to participate in an “Approved Clinical Trial” and either the individual’s doctor has concluded that participation is appropriate or the Participant provides medical and scientific information establishing that their participation is appropriate.

“Routine patient costs” include all items and services consistent with the coverage provided in the plan that is typically covered for a qualified individual who is not enrolled in a clinical trial. Routine patient costs do not include 1) the Investigational item, device or service itself; 2) items

and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular Diagnosis. Plans are not required to provide benefits for routine patient care services provided outside of the Plan's Network area unless Non-Network benefits are otherwise provided under the Plan.

“Birthing Center”

“Birthing Center” shall mean any freestanding health facility, place, professional office or Institution which is not a Hospital or in a Hospital, where births occur in a home like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

The Birthing Center must provide facilities for obstetrical delivery and short term recovery after delivery; provide care under the full time supervision of a Physician and either a registered Nurse (R.N.) or a licensed Nurse midwife; and have a written agreement with a Hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post-delivery confinement.

“Brand Name” and/or “Brand Name Drug”

“Brand Name” or “Brand Name Drug” shall mean a trade name medication.

“Calendar Year”

“Calendar Year” shall mean the 12 month period from January 1 through December 31 of each year.

“Case Manager”

“Case Manager” shall mean the person, who develops, coordinates and implements a plan of care unique to the needs of the Participant. The Case Manager may be (1) made available through the Claims Administrator, or (2) a separate entity with a direct contractual relationship with the Plan.

“Cardiac Care Unit”

“Cardiac Care Unit” shall have the same meaning set forth in the definition of “Intensive Care Unit.”

“CDC”

“CDC” shall mean Centers for Disease Control and Prevention.

“Child” and/or “Children”

“Child” and/or “Children” shall mean the Employee's eligible Dependent Child or Children, as defined within the Eligibility, Enrollment, and Effective Dates section of this document.

“CHIP”

“CHIP” refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.

“CHIPRA”

“CHIPRA” refers to the Children’s Health Insurance Program Reauthorization Act of 2009 or any provision or section thereof, which is herein specifically referred to, as such act.

“Chiropractic Care”

“Chiropractic Care” shall mean the detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebrae) column.

“Claim”

“Claim” shall mean a submission to the Plan for payment made under the Plan in accordance with the Plan requirements.

“Claim Determination Period”

“Claim Determination Period” shall mean each Calendar Year.

“Claimant”

“Claimant” shall mean a Participant of the Plan, or entity acting on his or her behalf, authorized to submit claims to the Plan for processing, and/or appeal an Adverse Benefit Determination.

“Claims Administrator”

“Claims Administrator” shall mean a third party retained by the Plan Administrator and the Plan Sponsor. The Claims Administrator’s responsibilities typically consist of initially determining the validity of the Claims and administering benefit payments under this Plan. The Claims Administrator is not an insurer of health benefits under this Plan, is not a fiduciary of the Plan, and does not exercise any of the discretionary authority and responsibility granted to the Plan Administrator. The Claims Administrator is not responsible for Plan financing and does not guarantee the availability of benefits under this Plan. The actual responsibilities of the Claims Administrator are described in the contract between the Plan Administrator, Plan Sponsor, and Claims Administrator. The Claims Administrator is HealthSmart Benefit Solutions, Inc.

“Clean Claim”

A “Clean Claim” is one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or a third party. It is a Claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include Claims under investigation for fraud and abuse or Claims under review for Medical Necessity or other coverage criteria, or fees under review for application of the Maximum Allowable Charge, or any other matter that may prevent the charge(s) from being Covered Expenses in accordance with the terms of this document.

Filing a Clean Claim. A Provider submits a Clean Claim by providing the required data elements on the standard Claims forms, along with any attachments and additional elements or revisions to data elements, attachments and additional elements, of which the Provider has knowledge. The

Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to Claim submittal) to ensure charges constitute Covered Expenses as defined by and in accordance with the terms of this document. The paper Claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A Claim will not be considered to be a Clean Claim if the Participant has failed to submit required forms or additional information to the Plan as well.

“CMS”

“CMS” shall mean Centers for Medicare and Medicaid Services.

“COBRA”

“COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code”

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Coinsurance”

“Coinsurance” shall mean the charge a Participant must pay for certain Covered Expenses after any applicable Deductibles and Copayments have been paid and until the Out-of-Pocket Maximum has been reached. Covered Expenses subject to Coinsurance and the amounts are listed in the applicable Schedule(s) of Benefits. Coinsurance is a percentage of the Covered Services.

“Convenient Care Clinics”

“Convenient Care Clinics” are health care clinics located in retail stores, supermarkets and pharmacies that treat uncomplicated minor Illnesses and provide Preventive Care services.

“Copayment”

“Copayment” (also referred to as “copay”) shall mean the flat dollar amount per visit for which the Participant is financially responsible, if applicable, and as outlined within the relevant Schedule of Benefits.

“Cosmetic Dentistry”

“Cosmetic Dentistry” shall mean unnecessary dental procedures.

“Cosmetic Surgery”

“Cosmetic Surgery” shall mean any expenses Incurred in connection with the care and treatment of, or operations which are performed for plastic, reconstructive, or cosmetic purposes or any other service or supply which are primarily used to improve, alter, or enhance appearance of a physical characteristic which is within the broad spectrum of normal but which may be considered displeasing or unattractive, except when required by an Injury.

“Cost Sharing Amounts”

“Cost Sharing Amounts” shall mean the portion of the cost of a Covered Expense for a benefit that a Participant is responsible for paying out-of-pocket.

“Covered Expense(s)”

“Covered Expense(s)” shall mean a service or supply provided in accordance with the terms of this document, whose applicable charge amount does not exceed the Maximum Allowable Charge for an eligible Medically Necessary service, treatment or supply, meant to improve a condition or Participant’s health, which is eligible for coverage in accordance with this Plan. When more than one treatment option is available, and one option is no more effective than another, the Covered Expense is the least costly option that is no less effective than any other option.

All treatment is subject to benefit payment maximums shown in the Summary of Benefits and as set forth elsewhere in this document.

“Custodial Care”

“Custodial Care” shall mean care or confinement designated principally for the assistance and maintenance of the Participant, in engaging in the activities of daily living, whether or not Totally Disabled. This care or confinement could be rendered at home or by persons without professional skills or training. This care may relieve symptoms or pain but is not reasonably expected to improve the underlying medical condition. Custodial Care includes, but is not limited to, assistance in eating, dressing, bathing and using the toilet, preparation of special diets, supervision of medication which can normally be self-administered, assistance in walking or getting in and out of bed, and all domestic activities.

“Deductible”

“Deductible” shall mean an aggregate amount for certain expenses for covered services that is the responsibility of the Participant to pay for him or herself each Calendar Year before the Plan will begin its payments.

“Dental Service”

“Dental Service” shall mean a professional Dental Service which is included in the list of Dental Services under the Dental Benefits section and is rendered by a Dentist in the necessary treatment of Accidental Injury, dental Disease or defect. It shall also mean:

1. The scaling and cleaning of teeth by a licensed dental hygienist or dental assistant if performed under the supervision and direction of a Dentist and a charge is made for such service by the Dentist.
2. Laboratory services for preparation of dental restoration and dental Prosthetic devices if the Dentist includes the cost of such services or devices in the charges for these services.

“Dentist”

“Dentist” shall mean a properly trained person holding a D.D.S. or D.M.D. degree and practicing within the scope of a license to practice Dentistry within their applicable geographic venue.

“Dependent”

“Dependent” shall mean one or more of the person(s) as defined within the Eligibility, Enrollment, and Effective Date section.

“Diagnosis”

“Diagnosis” shall mean the act or process of identifying or determining the nature and cause of a Disease or Injury through evaluation of patient history, examination, and review of laboratory data. Diagnosis shall also mean the findings resulting from such act or process.

“Diagnostic Service”

“Diagnostic Service” shall mean an examination, test, or procedure performed for specified symptoms to obtain information to aid in the assessment of the nature and severity of a medical condition or the identification of a Disease or Injury. The Diagnostic Service must be ordered by a Physician or other professional Provider.

“Drug”

“Drug” shall mean a Food and Drug Administration (FDA) approved Drug or medicine that is listed with approval in the United States Pharmacopeia, National Formulary or AMA Drug Evaluations published by the American Medical Association (AMA), that is prescribed for human consumption, and that is required by law to bear the legend: “Caution—Federal Law prohibits dispensing without prescription,” or a State restricted Drug (any medicinal substance which may be dispensed only by prescription, according to State law), legally obtained and dispensed by a licensed Drug dispenser only, according to a written prescription given by a Physician and/or duly licensed Provider. “Drug” shall also mean insulin for purposes of injection.

“Durable Medical Equipment”

“Durable Medical Equipment” shall mean equipment and/or supplies ordered by a health care Provider for everyday or extended use which:

1. Can withstand repeated use;
2. Is primarily and customarily used to serve a medical purpose;
3. Generally is not useful to a person in the absence of an Illness or Injury; and
4. Is appropriate for use in the home.

“Educational”

“Educational” shall mean the primary purpose of a service or supply is to provide the Participant with any of the following: training in the activities of daily living, instructions in scholastic skills such as reading and writing, preparation for an occupation or treatment for learning disabilities.

“Emergency”

“Emergency” shall mean a situation or medical condition with symptoms of sufficient severity (including severe pain) that the absence of immediate medical attention and treatment would reasonably be expected to result in: (a) serious jeopardy to the health of the individual (or, with respect to a pregnant woman, the woman's unborn Child); (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. An Emergency includes, but is

not limited to, severe chest pain, poisoning, unconsciousness, and hemorrhage. Other Emergencies and acute conditions may be considered on receipt of proof, satisfactory to the Plan, per the Plan Administrator's discretion, that an Emergency did exist. The Plan may, at its own discretion, request satisfactory proof that an Emergency or acute condition did exist.

“Emergency Medical Condition”

“Emergency Medical Condition” shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)). In that provision of the Social Security Act, clause (i) refers to placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn Child) in serious jeopardy; clause (ii) refers to serious impairment to bodily functions; and clause (iii) refers to serious dysfunction of any bodily organ or part.

“Emergency Services”

“Emergency Services” shall mean, with respect to an Emergency Medical Condition:

1. A medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the Emergency department of a Hospital, including ancillary services routinely available to the Emergency department to evaluate such Emergency Medical Condition; and
2. Such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to stabilize the patient.

“Employee”

“Employee” shall mean a person who is an active Employee of the Participating Employer, regularly scheduled to work for the Participating Employer in an Employer-Employee relationship.

“Employer”

“Employer” is Jefferson Local Schools and any subsidiary or affiliated entities recognized by the Employer as eligible to participate and that agree to participate in this Plan.

“Endodontics”

“Endodontics” shall mean the branch of Dentistry concerned with the treatment of teeth having damaged pulp; root canal therapy.

“Essential Health Benefits”

“Essential Health Benefits” shall mean, under section 1302(b) of the Affordable Care Act, those health benefits to include at least the following general categories and the items and services covered within the categories: ambulatory patient services; Emergency Services; hospitalization; maternity and newborn care; mental health and Substance Abuse disorder services, including behavioral health treatment; prescription Drugs; rehabilitative and Habilitative Services and

devices; laboratory services; preventive and wellness services and chronic Disease management; and pediatric services, including oral and vision care.

The determination of which benefits provided under the plan are Essential Health Benefits shall be made in accordance with the benchmark plan of the State of Ohio as permitted by the Departments of Labor, Treasury, and Health and Human Services.

“Exclusion”

“Exclusion” shall mean conditions or services that this Plan does not cover.

“Experimental” and/or “Investigational”

“Experimental” and/or “Investigational” (“Experimental”) shall mean services or treatments that are not widely used or accepted by most practitioners or lack credible evidence to support positive short or long-term outcomes from those services or treatments, and that are not the subject of, or in some manner related to, the conduct of an Approved Clinical Trial, as such term is defined herein; these services are not included under or as Medicare reimbursable procedures, and include services, supplies, care, procedures, treatments or courses of treatment which:

1. Do not constitute accepted medical practice under the standards of the case and by the standards of a reasonable segment of the medical community or government oversight agencies at the time rendered; or
2. Are rendered on a research basis as determined by the United States Food and Drug Administration and the AMA’s Council on Medical Specialty Societies.

A Drug, device, or medical treatment or procedure is Experimental:

1. If the Drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the Drug or device is furnished;
2. If reliable evidence shows that the Drug, device or medical treatment or procedure is the subject of ongoing Phase I, II, or III clinical trials or under study to determine its:
 - a. Maximum tolerated dose;
 - b. Toxicity;
 - c. Safety;
 - d. Efficacy; and
 - e. Efficacy as compared with the standard means of treatment or Diagnosis; or
3. If reliable evidence shows that the consensus among experts regarding the Drug, device, or medical treatment or procedure is that further studies or clinical trials are necessary to determine its:
 - a. Maximum tolerated dose;
 - b. Toxicity;
 - c. Safety;
 - d. Efficacy; and
 - e. Efficacy as compared with the standard means of treatment or Diagnosis.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative medical and scientific literature;
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same Drug, device, or medical treatment or procedure; or
3. The written informed consent used by the treating facility or by another facility studying substantially the same Drug, device, or medical treatment or procedure.

Notwithstanding the above, a prescription Drug for a treatment that has been approved by the Food and Drug Administration (FDA) but is used as a non-approved treatment shall not be considered Experimental/Investigational for purposes of this Plan and shall be afforded coverage to the same extent as any other prescription Drug, provided that the Drug is recognized by one of the following as being Medically Necessary for the specific treatment for which it has been prescribed:

1. The American Medical Association Drug Evaluations;
2. The American Hospital Formulary Service Drug Information;
3. The United States Pharmacopeia Drug Information; or
4. A clinical study or review article in a reviewed professional journal.

Subject to a medical opinion, if no other Food and Drug Administration (FDA) approved treatment is feasible and as a result the Participant faces a life or death medical condition, the Plan Administrator retains discretionary authority to cover the services or treatment.

The Plan Administrator retains maximum legal authority and discretion to determine what is Experimental.

“Family Unit”

“Family Unit” shall mean the Employee and his or her Dependents covered under the Plan.

“FDA”

“FDA” shall mean Food and Drug Administration.

“Final Internal Adverse Benefit Determination”

“Final Internal Adverse Benefit Determination” shall mean an Adverse Benefit Determination that has been upheld by the Plan at the conclusion of the internal Claims and appeals process, or an Adverse Benefit Determination with respect to which the internal Claims and appeals process has been deemed exhausted.

“FMLA”

“FMLA” shall mean the Family and Medical Leave Act of 1993, as amended.

“FMLA Leave”

“FMLA Leave” shall mean an unpaid, job protected Leave of Absence for certain specified family and medical reasons, which the Company is required to extend to an eligible Employee under the provisions of the FMLA.

“Formulary”

“Formulary” shall mean a list of prescription medications of safe, effective therapeutic Drugs specifically covered by this Plan.

“Generic Drug”

“Generic Drug” shall mean a prescription Drug which has the equivalency of the Brand Name Drug with the same use and metabolic disintegration. This Plan will consider as a Generic Drug any Food and Drug Administration approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

“GINA”

“GINA” shall mean the Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and Employers from discriminating on the basis of genetic information.

“Habilitation/Habilitative Services”

“Habilitation/Habilitative Services” shall mean health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of Inpatient and/or Outpatient settings.

“HIPAA”

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended.

“Home Health Care”

“Home Health Care” shall mean the continual care and treatment of an individual if:

1. The institutionalization of the individual would otherwise have been required if Home Health Care was not provided;
2. The treatment plan covering the Home Health Care service is established and approved in writing by the attending Physician; and
3. The Home Health Care is the result of an Illness or Injury.

“Home Health Care Agency”

“Home Health Care Agency” shall mean an agency or organization which provides a program of Home Health Care and which:

1. Is a Federally certified Home Health Care Agency and approved as such under Medicare;

2. Meets the established standards and is operated pursuant to applicable laws in the jurisdiction in which it is located and, is licensed and approved by the regulatory authority having the responsibility for licensing, where licensing is required; or
3. Meets all of the following requirements:
 - a. It is an agency which holds itself forth to the public as having the primary purpose of providing a Home Health Care delivery system bringing supportive services to the home;
 - b. It has a full-time administrator;
 - c. It maintains written records of services provided to the patient;
 - d. Its staff includes at least one Registered Nurse (R.N.) or it has nursing care by a Registered Nurse (R.N.) available; and
 - e. Its employees are bonded and it provides malpractice insurance.

“Hospice Agency”

“Hospice Agency” shall mean an organization where its main function is to provide Hospice Care Services and Supplies and it is licensed by the state in which it is located, if licensing is required.

“Hospice Care Program”

“Hospice Care Program” shall mean a plan of terminal patient care that is established and conducted by a Hospice Agency and supervised by a Physician.

“Hospice Care Services and Supplies”

“Hospice Care Services and Supplies” shall mean those provided through a Hospice Agency and under a Hospice Care Program and include Inpatient care in a Hospice Unit or other licensed facility, home care, and family counseling during the bereavement period.

“Hospice Unit”

“Hospice Unit” shall mean a facility or separate Hospital Unit that provides treatment under a Hospice Care Program and admits at least two unrelated persons who are expected to die within six months.

“Hospital”

“Hospital” shall mean an Institution, accredited by the Joint Commission on Accreditation of Hospitals (sponsored by the AMA and the AHA), under the supervision of a staff of Physicians that maintains diagnostic and therapeutic facilities on premises, for the provision of medical (including Surgical facilities for all Institutions other than those specializing in the care and treatment of mentally ill patients, provided such Institution is accredited as such a facility by the Joint Commission on Accreditation of Hospitals sponsored by the AMA and the AHA), Diagnosis, treatment, and care to Injured or sick persons, on an Inpatient basis, with 24 hour a day nursing service by Registered Nurses.

To be deemed a “Hospital,” the facility must be duly licensed if it is not a State tax supported Institution, and must not be primarily a place for rest, the aged, and/or a nursing home, custodial,

or training Institution; or an Institution which is supported in whole or in part by a Federal government fund.

Institutions and/or facilities not deemed to be a "Hospital" in accordance with Medicare, shall not be deemed to be Hospitals for this Plan's purposes.

"Hospital" shall also have the same meaning, where appropriate in context, set forth in the definition of "Ambulatory Surgical Center."

The definition of "Hospital" shall be expanded to include the following:

1. A facility operating legally as a Rehabilitation Facility for rehabilitative care.
2. A facility operating legally as a Psychiatric Hospital or residential treatment facility for mental health and licensed as such by the state in which the facility operates.
3. A facility operating primarily for the treatment of Substance Abuse if it meets these tests: maintains permanent and full time facilities for bed care and full time confinement of at least 15 resident patients; has a Physician in regular attendance; continuously provides 24 hour a day nursing service by a registered Nurse (R.N.); has a full time psychiatrist or psychologist on the staff; and is primarily engaged in providing diagnostic and therapeutic services and facilities for treatment of Substance Abuse.

"HRSA"

"HRSA" shall mean Health Resources and Services Administration.

"Identification (ID) Card"

"Identification (ID) Card" shall mean an Identification Card issued in the covered Employee's name identifying the membership number of the covered Employee.

"Illness"

"Illness" shall mean any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an Employee under any workers' compensation law, occupational disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as an Illness.

"Impregnation and Infertility Treatment"

"Impregnation and Infertility Treatment" shall mean any services, supplies or Drugs related to the Diagnosis or treatment of infertility.

"Incurred"

A Covered Expense is "Incurred" on the date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, Covered Expenses are Incurred for the various steps or phases as the services related

to each step are rendered and not when services relating to the initial step or phase are rendered. More specifically, Covered Expenses for the entire procedure or course of treatment are not Incurred upon commencement of the first stage of the procedure or course of treatment.

“Injury”

“Injury” shall mean an Accidental Bodily Injury, which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit.

“Inpatient”

“Inpatient” shall mean a Participant who receives care as a registered and assigned bed patient while confined in a Hospital, other than in its Outpatient department, where a Room and Board is charged by the Hospital.

“Institution”

“Institution” shall mean a facility created and/or maintained for the purpose of practicing medicine and providing organized health care and treatment to individuals, operating within the scope of its license, such as a Hospital, Ambulatory Surgical Center, Psychiatric Hospital, community mental health center, residential treatment facility, psychiatric treatment facility, Substance Abuse Treatment Center, alternative Birthing Center, or any other such facility that the Plan approves.

“Intensive Care Unit”

“Intensive Care Unit” shall mean a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a “Cardiac Care Unit”, "coronary care unit" or an "acute care unit." It has: facilities for special nursing care not available in regular rooms and wards of the Hospital; special life-saving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered Nurse (R.N.) in continuous and constant attendance 24 hours a day.

“Leave of Absence”

“Leave of Absence” shall mean a period of time during which the Employee must be away from his or her primary job with the Employer, while maintaining the status of Employee during said time away from work, generally requested by an Employee and having been approved by his or her Participating Employer, and as provided for in the Participating Employer’s rules, policies, procedures and practices where applicable.

“Legal Separation” and/or “Legally Separated”

“Legal Separation” and/or “Legally Separated” shall mean an arrangement under the applicable state laws to remain married but maintain separate lives, pursuant to a valid court order.

“Mastectomy”

“Mastectomy” shall mean the Surgery to remove all or part of breast tissue as a way to treat or prevent breast cancer.

“Maximum Allowable Charge”

The “Maximum Allowable Charge” shall mean the benefit payable for a specific coverage item or benefit under this Plan. The Maximum Allowable Charge will be a negotiated rate, if one exists; if no negotiated rate exists, the Maximum Allowable Charge will be determined by the Plan to be the Medicare reimbursement rates presently utilized by the Centers for Medicare and Medicaid Services (“CMS”) either multiplied by 200%, or multiplied by a percentage that the particular Provider and/or others in the area customarily accept from all payers.

If no Medicare reimbursement rate is available for a given item of service or supply, Medicare reimbursement rates will be calculated based on one of the following:

- Prices established by CMS utilizing standard Medicare Payment methods and/or based upon supplemental Medicare or Medicaid pricing data for items Medicare doesn’t cover based on data from CMS;
- Prices established by CMS utilizing standard Medicare payment methods and/or based upon prevailing Medicare rates in the community for non-Medicare facilities for similar services and/or supplies provided by similarly skilled and trained providers of care; or
- Prices established by CMS utilizing standard Medicare payment methods for items in alternate settings based on Medicare rates provided for similar services and/or supplies paid to similarly skilled and trained providers of care in traditional settings.

With respect to Non-Network Emergency Services, the Plan allowance is the greater of:

- If applicable, the negotiated amount for In-Network Providers (the median amount if more than one amount to In-Network Providers).
- The Plan’s normal Non-Network payable amount after consideration of the criteria described below (reduced for cost-sharing).
- The amount that Medicare Parts A or B would pay (reduced for cost-sharing).

Alternatively, the Plan Administrator may exercise its discretion to determine the Maximum Allowable Charge based on any of the following: Other reported cost data, the 85th percentile of the appropriate fees determined by an objective third party database, amounts actually collected by providers in the area for similar services, or average wholesale price (AWP) or manufacturer’s retail pricing (MRP). These ancillary factors will take into account generally-accepted billing standards and practices.

When more than one treatment option is available, and one option is no more effective than another, the least costly option that is no less effective than any other option will be considered within the Maximum Allowable Charge. The Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator’s discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

“Medical Child Support Order”

“Medical Child Support Order” shall mean any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that meets one of the following requirements:

1. Provides for child support with respect to a Participant’s Child or directs the Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law).
2. Is made pursuant to a law relating to medical child support described in §1908 of the Social Security Act (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

“Medically Necessary”

“Medically Necessary”, “Medical Necessity” and similar language refers to health care services ordered by a Physician or Dentist exercising prudent clinical judgment provided to a Participant for the purposes of evaluation, Diagnosis or treatment of that Participant’s Sickness or Injury. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the Diagnosis or treatment of the Participant’s Sickness or Injury. The Medically Necessary setting and level of service is that setting and level of service which, considering the Participant’s medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary must be no more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the Diagnosis or treatment of the Participant’s Sickness or Injury without adversely affecting the Participant’s medical condition. The service must meet all of the following requirements:

1. It's purpose must be to restore health;
2. It must not be primarily custodial in nature;
3. It is ordered by a Physician for the Diagnosis or treatment of a Sickness or Injury.
4. The Plan reserves the right to incorporate the Centers for Medicare and Medicaid Services (CMS) guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or an Allowable Expense.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Participant is receiving or the severity of the Participant’s condition and that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The mere fact that the service is furnished, prescribed or approved by a Physician does not necessarily mean that it is “Medically Necessary.” In addition, the fact that certain services are specifically excluded from coverage under this Plan because they are not “Medically Necessary” does not mean that all other services are deemed to be “Medically Necessary.”

To be Medically Necessary, all of the above criteria must be met. The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary based on recommendations of the Plan Administrator’s own medical advisors, the findings of the American Medical Association or similar organization, or any other sources that the Plan Administrator deems appropriate.

Off-label Drug use is considered Medically Necessary when all of the following conditions are met:

1. The Drug is approved by the Food and Drug Administration (FDA);
2. The prescribed Drug use is supported by one of the following standard reference sources:
 - a. Micromedex® DRUGDEX®;
 - b. The American Hospital Formulary Service Drug Information;
 - c. Medicare approved compendia; or
 - d. Scientific evidence is supported in well-designed clinical trials published in peer-reviewed medical journals, which demonstrate that the Drug is safe and effective for the specific condition; and
3. The Drug is otherwise Medically Necessary to treat the specific condition, including life threatening conditions or chronic and seriously debilitating conditions.

“Medical Record Review”

“Medical Record Review” is the process by which the Plan, based upon a Medical Record Review and audit, determines that a different treatment or different quantity of a Drug or supply was provided which is not supported in the billing, then the Plan Administrator may determine the Maximum Allowable Charge according to the Medical Record Review and audit results.

“Medicare”

“Medicare” shall mean the Federal program by which health care is provided to individuals who are 65 or older, certain younger individuals with disabilities, and individuals with End-Stage Renal Disease, administered in accordance with parameters set forth by the Centers for Medicare and Medicaid Services (CMS) and Title XVIII of the Social Security Act of 1965, as amended, by whose terms it was established.

“Mental Health Parity Act of 1996 (MHPA) and Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), Collectively, the Mental Health Parity Provisions”

“The Mental Health Parity Provisions” shall mean in the case of a group health plan (or health insurance coverage offered in connection with such a plan) that provides both medical and surgical benefits and mental health or substance use disorder benefits, such plan or coverage shall ensure that all of the following requirements are met:

1. The financial requirements applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the Plan (or coverage).
2. There are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits; if these benefits are covered by the group health plan (or health insurance coverage is offered in connection with such a plan).
3. The treatment limitations applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the Plan (or coverage).

4. There are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits; if these benefits are covered by the group health plan (or health insurance coverage offered in connection with such a plan).

“Mental or Nervous Disorder”

“Mental or Nervous Disorder” shall mean any Disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services, is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources. The fact that a disorder is listed in any of these sources does not mean that treatment of the disorder is covered by the Plan.

“Morbid Obesity”

“Morbid Obesity” shall mean a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight for a person of the same height, age and mobility as the Participant.

“National Medical Support Notice” or “NMSN”

“National Medical Support Notice” or “NMSN” shall mean a notice that contains all of the following information:

1. The name of an issuing State child support enforcement agency.
2. The name and mailing address (if any) of the Employee who is a Participant under the Plan or eligible for enrollment.
3. The name and mailing address of each of the Alternate Recipients (i.e., the Child or Children of the Participant) or the name and address of a State or local official may be substituted for the mailing address of the Alternate Recipients(s).
4. Identity of an underlying child support order.

“Network” or “In-Network”

“Network” or “In-Network” shall mean the facilities, Providers and suppliers who have by contract via a medical Provider Network agreed to allow the Plan access to discounted fees for service(s) provided to Participants, and by whose terms the Network's Providers have agreed to accept assignment of benefits and the discounted fees thereby paid to them by the Plan as payment in full for Covered Expenses. The applicable Provider Network will be identified on the Participant’s Identification Card.

“No-Fault Auto Insurance”

“No-Fault Auto Insurance” is the basic reparations provision of a law or automobile insurance policy providing for payments without determining fault in connection with automobile Accidents.

“Non-Network” or “Out of Network”

“Non-Network” or “Out of Network” shall mean the facilities, Providers and suppliers that do not have an agreement with a designated Network to provide care to Participants.

“Nurse”

“Nurse” shall mean an individual who has received specialized nursing training and is authorized to use the designation Registered Nurse (R.N.), Licensed Vocational Nurse (L.V.N.) or Licensed Practical Nurse (L.P.N.), and who is duly licensed by the State or regulatory agency responsible for such license in the State in which the individual performs the nursing services.

“Orthodontics” or “Orthodontia Services”

“Orthodontics” or “Orthodontia Services” shall mean the branch of Dentistry concerned with the detection, prevention and correction of abnormalities in the positioning of the teeth in the relationship to the jaws. Commonly, straightening teeth.

“Orthotic”

“Orthotic” shall mean a custom made brace or external device made for a weak, Diseased or injured body part. An Orthotic can increase, decrease or eliminate motion or support the weak, Diseased or injured body part.

“Other Plan”

“Other Plan” shall include, but is not limited to:

1. Any primary payer besides the Plan;
2. Any other group health plan;
3. Any other coverage or policy covering the Participant;
4. Federal government plans or programs. This includes, but is not limited to, Medicare and TRICARE;
5. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage, including any similar coverage under a different name in a particular state;
6. Any policy of insurance from any insurance company or guarantor of a responsible party;
7. Any policy of insurance from any insurance company or guarantor of a third party;
8. Workers’ compensation or other liability insurance company; or
9. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

“Out-of-Pocket Maximum”

“Out-of-Pocket Maximum” shall mean the annual aggregate amount for which a Participant will be financially responsible for during the Calendar Year. If applicable, the Out-of-Pocket Maximums are listed in the applicable Schedule of Benefits.

“Outpatient”

“Outpatient” shall mean the treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory or x-ray facility, an Ambulatory Surgical Center, or the patient's home.

“Palliative”

“Palliative” shall mean an alleviating measure. To relieve.

“Participant”

“Participant” shall mean any Employee, Dependent, or individual that is covered under the Plan through COBRA continuation who is eligible for benefits (and enrolled) under the Plan.

“Patient Protection and Affordable Care Act (PPACA)”

The “Patient Protection and Affordable Care Act (PPACA)” means the health care reform law enacted in March 2010, Public Law 111-148; PPACA, together with the Health Care and Education Reconciliation Act, is commonly referred to as Affordable Care Act (ACA). (See “Affordable Care Act”).

“Periodontics”

“Periodontics” shall mean the science of examination, Diagnosis and treatment of Diseases affecting the Periodontium.

“Periodontium”

“Periodontium” shall mean collectively the tissues which surround and support the tooth: the gingiva, the cementum, the periodontal membrane, and the alveolar or supporting bone.

“Physician”

“Physician” shall mean a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Medical Dentistry (D.M.D.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Acupuncturist, Audiologist, Certified Registered Nurse Anesthetist, Certified Nurse Midwife (C.N.M.), Doctor of Education (Ed.D), Licensed Clinical Professional Counselor (L.C.P.C.), Licensed Professional Clinical Counselor (L.P.C.C.), Licensed Professional Counselor (L.P.C.), Midwife, Nurse Practitioner (N.P.), Occupational Therapist, Optometrist (O.D.), Physician Assistant (P.A.), Physiotherapist, Psychiatrist, Psychologist (Ph.D.), Registered Nurse First Assistant (R.N.F.A.), Registered Physical Therapist, Registered Respiratory Therapist, Social Workers (S.W., M.S.W., L.C.S.W., A.C.S.W.), Speech Language Pathologist. In addition, the above Providers must be licensed and regulated by a state or federal agency and must be acting within the scope of his or her license.

“Plan Year”

“Plan Year” shall mean a period commencing on the Effective Date or any anniversary of the adoption of this Plan and continuing until the next succeeding anniversary.

“Precertification”

“Precertification” shall mean authorization from this Plan for specific Covered Expenses in accordance with the Care Management Programs section. Requesting Precertification is a Pre-Service Claim as described in the Claims Procedures; Payment of Claims section.

“Pregnancy”

“Pregnancy” shall mean a physical state whereby a woman presently bears a Child or Children in the womb, prior to but likely to result in childbirth, miscarriage and/or non-elective abortion. Pregnancy is considered a Sickness for the purpose of determining benefits under this Plan.

“Preventive Care”

“Preventive Care” shall mean certain Preventive Care services.

To comply with the ACA, and in accordance with the recommendations and guidelines, plans shall provide In-Network coverage for:

1. Evidence-based items or services rated A or B in the United States Preventive Services Task Force recommendations;
2. Recommendations of the Advisory Committee on Immunization Practices adopted by the Director of the Centers for Disease Control and Prevention;
3. Comprehensive guidelines for infants, Children, and adolescents supported by the Health Resources and Services Administration (HRSA); and
4. Comprehensive guidelines for women supported by the Health Resources and Services Administration (HRSA).

Copies of the recommendations and guidelines may be found here at the following websites:

<https://www.healthcare.gov/coverage/preventive-care-benefits/>;

<https://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>;

<https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>;

https://www.aap.org/en-us/Documents/periodicity_schedule.pdf;

<https://www.hrsa.gov/womensguidelines/>. For more information, the individual may contact the Plan Administrator / Employer.

“Prior Plan”

“Prior Plan” shall mean the coverage provided on a group or group type basis by the group insurance policy, benefit plan or service plan that was terminated on the day before the Effective Date of the Plan and replaced by the Plan.

“Prior to Effective Date” or “After Termination Date”

“Prior to Effective Date” or “After Termination Date” are dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan (unless Continuation of Coverage applies).

“Privacy Standards”

“Privacy Standards” shall mean the applicable standards for the privacy of individually identifiable health information, as pursuant to HIPAA.

“Prosthetic”

“Prosthetic” shall mean a fixed or removable device that replaces all or part of an extremity or body part, including such devices as an artificial limb, intraocular lens or breast prosthesis.

“Provider”

“Provider” shall mean an entity whose primary responsibility is related to the supply of medical care. Each Provider must be licensed, registered, or certified by the appropriate State agency where the medical care is performed, as required by that State’s law where applicable. Where there is no applicable State agency, licensure, or regulation, the Provider must be registered or

certified by the appropriate professional body. The Plan Administrator may determine that an entity is not a “Provider” as defined herein if that entity is not deemed to be a “Provider” by the Centers for Medicare and Medicaid Services (CMS) for purposes arising from payment and/or enrollment with Medicare; however, the Plan Administrator is not so bound by CMS’ determination of an entity’s status as a Provider. All facilities must meet the standards as set forth within the applicable definitions of the Plan as it relates to the relevant Provider type.

“Qualified Medical Child Support Order” or “QMCSO”

“Qualified Medical Child Support Order” or “QMCSO” shall mean a Medical Child Support Order, in accordance with applicable law, and which creates or recognizes the existence of an Alternate Recipient’s right to, or assigns to an Alternate Recipient the right to, receive benefits for which a Participant or eligible Dependent is entitled under this Plan.

“Rehabilitation”

“Rehabilitation” shall mean treatment(s) designed to facilitate the process of recovery from Injury, Illness, or Disease to as normal a condition as possible.

“Rehabilitation Hospital” or “Rehabilitation Facility”

“Rehabilitation Hospital” or “Rehabilitation Facility” shall mean an appropriately licensed Institution, which is established in accordance with all relevant Federal, State and other applicable laws, to provide therapeutic and restorative services to individuals seeking to maintain, reestablish, or improve motor-skills and other functioning deemed Medically Necessary for daily living, that have been lost or impaired due to Sickness and/or Injury. To be deemed a “Rehabilitation Hospital,” the Institution must be legally constituted, operated, and accredited for its stated purpose by either the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation for Rehabilitation Facilities, as well as approved for its stated purpose by the Centers for Medicare and Medicaid Services (CMS) for Medicare purposes.

To be deemed a “Rehabilitation Hospital,” the Institution must be duly licensed and must not be primarily a place for rest, the aged, and/or a nursing home, custodial, or training Institution.

“Room and Board”

“Room and Board” shall mean a Hospital’s charge for:

1. Room and complete linen service;
2. Dietary service including all meals, special diets, therapeutic diets, required nourishment’s, dietary supplements and dietary consultation;
3. All general nursing services including but not limited to coordinating the delivery of care, supervising the performance of other staff members who have delegated member care and member education; and
4. Other conditions of occupancy which are Medically Necessary.

“Security Standards”

“Security Standards” shall mean the final rule implementing HIPAA’s Security Standards for the Protection of Electronic Protected Health Information (PHI), as amended.

“Service Waiting Period”

“Service Waiting Period” shall mean an interval of time that must pass before an Employee or Dependent is eligible to enroll under the terms of the Plan. The Employee must be a continuously Active Employee of the Employer during this interval of time.

“Skilled Nursing Facility”

“Skilled Nursing Facility” shall mean a facility that fully meets all of these tests:

1. It is licensed to provide professional nursing services on an Inpatient basis to persons convalescing from Illness or Injury. The service must be rendered by a registered Nurse (R.N.) or by a licensed practical Nurse (L.P.N.) under the direction of a registered Nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
2. Its services are provided for compensation and under the full time supervision of a Physician.
3. It provides twenty-four (24) hour per day nursing services by licensed Nurses, under the direction of a full time registered Nurse.
4. It maintains a complete medical record on each patient.
5. It has an effective utilization review plan.
6. It is not, other than incidentally, a place for rest, the aged, Drug addicts, alcoholics, mentally disabled, Custodial or Educational care or care of Mental Disorders.
7. It is approved and licensed by Medicare.

This term also applies to charges Incurred in a facility referring to itself as an extended care facility, convalescent nursing home, Rehabilitation Hospital, long-term acute care facility or any other similar nomenclature.

“Specialty Drug(s)”

“Specialty Drug(s)” shall mean high-cost prescription medications used to treat complex, chronic conditions including but not limited to, cancer, rheumatoid arthritis and multiple sclerosis. Specialty Drugs often require special handling (like refrigeration during shipping) and administration (such as injection or infusion). Please contact the Prescription Drug Plan Administrator to determine specific drug coverage.

“Substance Abuse” and/or “Substance Use Disorder”

“Substance Abuse” and/or “Substance Use Disorder” shall mean any disease or condition that is classified as a Substance Use Disorder as listed in the current edition of the International Classification of Diseases, published by the U.S. Department of Health and Human Services, as listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association, or other relevant State guideline or applicable sources.

The fact that a disorder is listed in any of the above publications does not mean that treatment of the disorder is covered by the Plan.

“Substance Abuse Treatment Center”

“Substance Abuse Treatment Center” shall mean an Institution whose facility is licensed, certified or approved as a Substance Abuse Treatment Center by a Federal, State, or other agency having legal authority to so license; which is affiliated with a Hospital and whose primary purpose is providing diagnostic and therapeutic services for treatment of Substance Abuse. To be deemed a “Substance Abuse Treatment Center,” the Institution must have a contractual agreement with the affiliated Hospital by which a system for patient referral is established, and implement treatment by means of a written treatment plan approved and monitored by a Physician. Where applicable, the “Substance Abuse Treatment Center” must also be appropriately accredited by the Joint Commission on Accreditation of Hospitals.

“Surgery”

“Surgery” shall in the Plan Administrator’s discretion mean the treatment of Injuries or disorders of the body by incision or manipulation, especially with instruments designed specifically for that purpose, and the performance of generally accepted operative and cutting procedures, performed within the scope of the Provider’s license.

“Surgical Procedure”

“Surgical Procedure” shall have the same meaning set forth in the definition of “Surgery.”

“Temporomandibular Joint (TMJ) Syndrome”

“Temporomandibular Joint (TMJ) Syndrome” shall mean the treatment of jaw joint disorders including conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint.

“Total Disability” and/or “Totally Disabled”

“Total Disability” and/or “Totally Disabled” shall mean the Employee is unable, as a result of Illness or Injury, to perform the normal duties of his occupation and is not performing work of any kind for wage or profit.

“Uniformed Services”

“Uniformed Services” shall mean the Armed Forces, the Army National Guard and the Air National Guard, when engaged in active duty for training, inactive duty training, or full time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or Emergency.

“USERRA”

“USERRA” shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”).

All other defined terms in this Plan Document shall have the meanings specified in the Plan Document where they appear.

SECTION XXIII - PLAN INFORMATION

The following information about this Plan is important for Participants to know, and much of it is required to be provided.

Name of Plan:

Jefferson Local Schools Health Benefit Plan

Plan Sponsor:

Jefferson Local Schools
906 W Main Street
West Jefferson, Ohio 43162
Phone: 1-614-879-7654

Plan Administrator:

(Named Fiduciary)

Jefferson Local Schools
906 W Main Street
West Jefferson, Ohio 43162
Phone: 1-614-879-7654

Plan Identification Number. (EIN):

Jefferson Health Plan 34-1771649
Jefferson Local Schools 31-6400595

Source of Funding:

Self-Funded

Plan Status:

Non-Grandfathered

Applicable Law:

Federal and the State of Ohio

Plan Year:

July 1 through June 30

Claims Administrator:

HealthSmart Benefit Solutions, Inc.
3320 West Market Street, Suite 100
Fairlawn, OH 44333
Phone: 1-844-826-9818

Participating Employer(s):

Jefferson Local Schools
906 W Main Street
West Jefferson, OH 43162
Phone: 1-614-879-7654

Agent for Service of Process:

Jefferson Local Schools
Plan Administrator
906 W Main Street
West Jefferson, Ohio 43162
Phone: 1-614-879-7654

The Plan shall take effect for each Participating Employer on the Effective Date, unless a different date is set forth above opposite such Participating Employer's name.

Legal Entity; Service of Process

The Plan is a legal entity. Legal notice may be filed with, and legal process served upon, the Plan Administrator.

Not a Contract

This Plan Document and any amendments constitute the terms and provisions of coverage under this Plan. The Plan Document is not to be construed as a contract of any type between the Employer and any Participant or to be consideration for, or an inducement or condition of, the employment of any Employee. Nothing in this Plan Document shall be deemed to give any Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Employee at any time; provided, however, that the foregoing shall not be deemed to modify the provisions of any collective bargaining agreements which may be entered into by the Employer with the bargaining representatives of any Employees.

Mental Health Parity

Pursuant to the Mental Health Parity Act of 1996 (MHPA) and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), collectively, the mental health parity provisions in, this Plan applies its terms uniformly and enforces parity between covered health care benefits and covered mental health and substance disorder benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

Non-Discrimination

No eligibility rules or variations in contribution amounts will be imposed based on an eligible Employee's and his or her Dependent's/Dependents' health status, medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability,

disability, or any other health status related factor. Coverage under this Plan is provided regardless of an eligible Employee's and his or her Dependent's/Dependents' race, color, national origin, disability, age, sex, gender identity or sexual orientation. Variations in the administration, processes or benefits of this Plan that are based on clinically indicated reasonable medical management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.

Applicable Law

This Plan is a governmental (sponsored) plan and as such it is exempt from the requirements of the Employee Retirement Income Security Act of 1974 (also known as ERISA), which is a Federal law regulating Employee welfare and pension plans. The Participant's rights in the Plan are governed by the plan documents and applicable State law and regulations.

Discretionary Authority

To the extent allowed by law, the Plan Administrator shall have sole, full and final discretionary authority to interpret all Plan provisions, including the right to remedy possible ambiguities, inconsistencies and/or omissions in the Plan and related documents; to make determinations in regards to issues relating to eligibility for benefits; to decide disputes that may arise relative to a Participant's rights; and to determine all questions of fact and law arising under the Plan.

Important Updates Regarding COVID-19 Relief – Tolling of Certain Plan Deadlines

In accordance with 85 FR 26351, "Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak," notwithstanding any existing Plan language to the contrary, the Plan will disregard the period from March 1, 2020 until sixty (60) days after (1) the end of the National Emergency relating to COVID-19 and declared pursuant to 42 U.S.C. § 5121 *et seq.* or (2) such other date announced by the Departments of Treasury and/or Labor, for purposes of determining the following periods and dates:

1. The 30-day period (or 60-day period, if applicable) to request special enrollment under ERISA section 701(f) and Internal Revenue Code section 9801(f);
2. The 60-day election period for COBRA continuation coverage under ERISA section 605 and Internal Revenue Code section 4980B(f)(5);
3. The date for making COBRA premium payments pursuant to ERISA section 602(2)(C) and (3) and Internal Revenue Code section 4980B(f)(2)(B)(iii) and (C);
4. The date for individuals to notify the Plan of a qualifying event or determination of disability under ERISA section 606(a)(3) and Internal Revenue Code section 4980B(f)(6)(C);
5. The date within which individuals may file a benefit claim under the Plan's claims procedure pursuant to 29 CFR 2560.503-1;
6. The date within which Claimants may file an appeal of an Adverse Benefit Determination under the Plan's claims procedure pursuant to 29 CFR 2560.503-1(h);

7. The date within which Claimants may file a request for an external review after receipt of an Adverse Benefit Determination or Final Internal Adverse Benefit Determination pursuant to 29 CFR 2590.715-2719(d)(2)(i) and 26 CFR 54.9815-2719(d)(2)(i); and
8. The date within which a Claimant may file information to perfect a request for external review upon a finding that the request was not complete pursuant to 29 CFR 2590.715-2719(d)(2)(ii) and 26 CFR 54.9815-2719(d)(2)(ii).

This period may also be disregarded in determining the applicable date for the Plan's duty to provide a COBRA election notice under ERISA section 606(c) and Internal Revenue Code section 4980B(f)(6)(D), however, note that the Plan intends to continue follow all established COBRA parameters.

**ESTABLISHMENT OF THE PLAN; ADOPTION OF THE PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION**

THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION (“Plan Document”), made by **Jefferson Local Schools** (the “Employer” or the “Plan Sponsor”) as of July 1, 2021, hereby sets forth the provisions of the Jefferson Local Schools Health Benefit Plan (the “Plan”). Any wording which may be contrary to Federal Laws or Statutes is hereby understood to meet the standards set forth in such. Also, any changes in Federal Laws or Statutes which could affect the Plan are also automatically a part of the Plan, if required.

Effective Date

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein, (the “Effective Date”).

Adoption of the Plan Document

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description. This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

This Plan is maintained pursuant to one or more collective bargaining agreements. A copy of the agreement(s) may be obtained by Participants and beneficiaries upon written request to the Plan Administrator, and is also available for examination by Participants and beneficiaries in the Plan Administrator’s principal office.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed.

Jefferson Local Schools

By: 

Name: Marie Insles

Title: Treasurer / CFO

Date: 10-13-2021