

**OBERLIN COLLEGE
HEALTH AND WELFARE BENEFIT PLAN**

**PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION**

Amended and Restated Effective as of January 1, 2025

The Plan Sponsor reserves the right to amend this Plan, in its sole discretion, at any time without the consent of any employee, former employee, or participant. The benefits provided under the Plan are not guaranteed benefits for covered persons or for their dependents. The Plan Sponsor reserves the right, in its sole discretion, to terminate the Plan or any Plan feature or component at any time and for any reason without liability.

The terms “you” and “your” as used in this document refer to an individual who is otherwise eligible to participate in the Plan. Receipt of this document does not guarantee that the recipient is in fact eligible to participate in the Plan or any Plan feature or component.

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Amended and Restated Effective as of January 1, 2025

This document, together with the provider contracts identified in Schedule A, and their respective policies, descriptions, and other materials (either written or electronic), constitute the written plan and the summary plan description as required by Section 102 of the Employee Retirement Income Security Act of 1974 (“ERISA”) and U.S. Department of Labor Regulation Sections 2520.102-2 and 2520.102-3 for the Oberlin College Health and Welfare Benefit Plan (the “Plan”).

The policies, contracts, or booklets for each underlying Plan feature govern the benefits to be provided and include more details on how the Plan features operate. If there is any conflict between this plan document and such policies, contracts, or booklets, then such other documents will control, unless otherwise specified herein. Participants and beneficiaries should not rely on any oral description of the Plan because the written terms of the Plan will always govern.

A. GENERAL INFORMATION ABOUT THE PLAN

This section contains general information that you may need to know about the Plan.

1. General Plan Information

The name of the Plan is the Oberlin College Health and Welfare Benefit Plan.

The Plan Sponsor has assigned Plan Number 510 to the Plan.

The Plan Year is the twelve-month period ending each December 31st.

The Plan includes the following Plan features:

- Group Medical Benefits (the “Group Medical Feature”), which includes prescription drug benefits
- Group Voluntary Dental Benefits (the “Group Dental Feature”)
- Group Voluntary Vision Benefits (the “Group Vision Feature”)
- Group Life/AD&D Benefits (the “Group Life/AD&D Feature”)
- Group Supplemental Life/AD&D Benefits (the “Group Supplemental Life/AD&D Feature”)
- Group Long Term Disability Benefits (the “Group LTD Feature”)
- Group Short Term Disability Benefits (the “Group STD Feature”)

- Oberlin College Flexible Benefits Plan (the “Flexible Benefits Feature”), which includes a dependent care flexible spending account and health savings account
- Retiree Health Reimbursement Arrangement Benefits (the “Retiree HRA Feature”)

2. Employer Information

The Plan Sponsor's name, address, and employer identification number are:

Oberlin College
173 West Lorain Street
Oberlin, OH 44074
E.I.N.: 34-0714363

3. Plan Administrator Information

The Plan Administrator’s name and telephone number is:

Oberlin College
173 West Lorain Street
Oberlin, OH 44074
Telephone: (440) 775-8430

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

4. Service of Legal Process

The name and address of the Plan’s agent for service of legal process is:

Oberlin College
173 West Lorain Street
Oberlin, OH 44074

Service of legal process may also be made upon the Plan Administrator.

5. Type of Welfare Plan

The Plan is intended to be an “employee welfare benefit plan” within the meaning of ERISA Section 3(1). The Group STD Feature, health savings account, and the dependent care flexible spending account are not employee benefit plans under ERISA and the benefits thereunder are not covered by ERISA.

6. Type of Administration

Benefits furnished under the Plan are administered by the providers from which benefits are purchased, or in the case of certain self-funded benefits, by the Plan Administrator (or a

third-party administrator, as may be designated by the Plan Administrator from time to time). The name of each provider is set out in Schedule A. Unless otherwise indicated, all benefits furnished under the Plan are provided under the insurance policies, administrative contracts, and/or plan documents identified in Schedule A, and the respective providers identified therein provide all necessary administrative services.

7. Amendment and Termination

The Plan Sponsor reserves the right to amend any one or more of the underlying Plan features or component benefits of the Plan at any time and for any reason, in its sole discretion, without the consent of any employee or former employee or participant. The benefits provided under the Plan are not guaranteed benefits for covered persons or for their dependents. Moreover, the Plan Sponsor has made no promise that it will offer retiree benefits indefinitely, and reserves the right, in its sole discretion, to terminate benefits for retirees at any time and for any reason, without liability. Additionally, the Plan Sponsor reserves the right, in its sole discretion, to terminate the Plan or any Plan feature at any time and for any reason, without liability. Upon the termination of the Plan or a Plan feature, as the case may be, all elections and reductions in compensation relating to the Plan or the applicable Plan feature will terminate.

B. ELIGIBILITY AND BENEFITS

1. Employee Eligibility Requirements

Subject to each Plan feature's eligibility requirements that are set forth in the provider contracts or other plan documents identified in Schedule A, and their respective policies, descriptions, plan materials, and participant communications, all regular full-time and part-time employees of the Plan Sponsor meeting the requirements set forth below are eligible to participate in the Plan on the first of the month following or coinciding with their date of hire:

- **Faculty Members:** Faculty members who are appointed at least 4/9 of a full-time appointment;
- **Unionized Administrative Assistants:** Administrative assistants who are appointed and scheduled to work at least 18 hours per week for at least nine months of the year;
- **Administrative and Professional or Confidential Staff:** Administrative and professional or confidential staff who are appointed to work at least half-time for nine months per calendar year;
- **Interns:** Interns in active employment of half-time or more;
- **Unionized Service Employees:** Unionized service employees who are appointed and scheduled to work at least 20 hours per week on either a full year or school year basis;
- **Unionized Security Employees:** Unionized security employees who are appointed and scheduled to work 20 hours per week on either a full year or school year basis;
- **Temporary Workers, Student Workers, Interns:** Temporary workers, student workers, and interns who are regularly scheduled to work at least 30 hours of service per week.

Notwithstanding the foregoing, if you are ineligible to participate in the Plan because you are not regularly scheduled to work at least 30 hours per week, you will become eligible for the Group Medical Feature in the future if you are treated as full-time under the “look-back” eligibility definition set forth in Appendix A.

In addition to eligible, active employees, former employees meeting specified eligibility criteria who have retired from employment at Oberlin College (“Retirees”) are eligible for certain Plan Features. The eligibility criteria for Retirees are specified in Schedule B of this Plan, while the specific benefits eligible to certain Retirees are identified in Schedule A.

Individuals or employees in the following categories are not eligible for benefits :

- employees covered by a collective bargaining agreement to which the Plan Sponsor is a party and which does not provide for participation in the Plan;
- “leased employees” within the meaning of Section 414(n) of the Internal Revenue Code;
- individuals who are classified by the Plan Sponsor as co-ops, independent contractors, or consultants;
- individuals from whom the Plan Sponsor does not withhold federal income and employment taxes from such person’s compensation; or
- nonresident aliens who receive no earned income (within the meaning of Code Section 911(d)(2)) from their employer that constitutes income from sources within the United States, as defined in Code section 861(a)(3).

To the extent that the Plan and/or a Plan feature’s provider contracts and/or other plan documents refer to the eligibility of “employees,” only individuals classified as “employees” by the Plan Sponsor are eligible to participate in such Plan feature. Independent contractors, consultants and individuals hired through staffing firms shall not be eligible even if they are subsequently determined to be common law employees for any purpose, including without limitation, for wage, labor, or tax purposes by the Internal Revenue Service, the Department of Labor or any other Federal or state agency, administrative body, or court. Any such determination should have a prospective effect only.

NOTE: The Plan Administrator reserves the right to terminate your health care coverage prospectively without notice for cause (as determined by the Plan Administrator), or if you or a dependent are otherwise determined to be ineligible for coverage under the Plan. In addition, if you or your dependent commits fraud or intentional misrepresentation of a material fact (including, for example, in an application for health coverage under the Plan, in connection with a benefit claim or appeal, or in response to any request for information by the Plan Sponsor or its delegates (including the Plan Administrator or a claims administrator)), the Plan Administrator may terminate your coverage retroactively upon 30 days’ notice. Failure to inform any such persons that you or your dependent is covered under another group health plan (if required by the Plan) or knowingly providing false information in order to obtain coverage for an ineligible dependent are examples of actions that constitute fraud under the Plan. Coverage may also be terminated retroactively and without notice (unless required by law) if the Plan Administrator or its delegate determines that a spouse or dependent is ineligible for coverage under the Plan and

such retroactive termination would not be considered a rescission under the Affordable Care Act. If coverage is terminated retroactively, you must reimburse the Plan and/or its delegee for the costs associated with providing coverage to any ineligible persons (including benefit claims, processing fees, administrative charges and all other costs), plus interest and any attorneys' fees incurred by them in order to collect such amounts. Additionally, you may be subject to further disciplinary action from the Plan Sponsor, including, but not limited to, termination of employment.

2. Dependent Eligibility Requirements

Subject to each Plan feature's eligibility requirements that are set forth in the provider contracts or other plan documents identified in Schedule A, and their respective policies, descriptions, plan materials, and participant communications, you may also enroll the following members of your family in the Plan ("Eligible Dependents"):

- (a) **Your spouse.** "Spouse" means the individual to whom you are legally married as determined under federal law. The Plan Sponsor shall have the sole discretion to determine the legal status of a Participant's marriage for purposes of coverage under the Plan.

If your spouse is also employed by Oberlin College, your spouse and you must both carry single coverage under the Group Medical Feature. If your spouse and you have children and you want to enroll in family coverage under the Group Medical Feature, the employee with the higher salary must carry the Group Medical coverage.

If your spouse is employed by another employer who offers group medical coverage and your spouse is eligible for such coverage, your spouse must enroll in that coverage if: they have continuous (i.e., non-seasonal group medical coverage through their employer, and (2) their employer contributes at least 50% of the premium. Your employed spouse who is eligible for his/her employer's coverage is ineligible to also enroll under the Group Medical Feature.

If your spouse is self-employed and does not have access to group health coverage, or if your spouse is not working or is not eligible for coverage through their employer, then he/she is eligible to participate in the Group Medical Feature under this Plan. If your spouse must wait until an open enrollment period to enroll for coverage under his/her employer's plan, he/she is required to enroll in the employer's plan during its next open enrollment period. In the meantime, your spouse will be eligible to participate in the Group Medical Feature under this Plan. When enrolling in the Group Medical Feature under this Plan, you will need to indicate whether your spouse is eligible for other employer-sponsored healthcare coverage. You will be asked to certify that your spouse has coverage and to provide information about that coverage or to certify that his or her employer does not offer medical coverage. If you cover your eligible spouse, you will be required to submit a "Spousal Coordination of Benefits" certification annually. If you do not respond or are untruthful, your health insurance may be terminated.

- (b) **Your children.** Each of your children who is:

- under age 26, whether married or unmarried, regardless of his or her student or employment status and regardless of whether your home is his or her principal place of abode or whether you support him or her financially;
- over the age of 26 and are unmarried and (i) primarily dependent on you for support because of a mental or physical disability; and (ii) for whom you give the Plan Sponsor satisfactory proof of such mental or physical disability within 31 days after the later of the commencement of such mental or physical disability or the date you first become an eligible employee under this Plan; or
- for purposes of any Plan features that are subject to state-mandated benefits, over the age 26 to the extent required to be covered by such state law.

For purposes of this definition, “Child” and “Children” means the following: your biological children, your stepchildren, your legally adopted children, your foster children, and any children for whom you are responsible under court order.

You will be required to verify the eligibility of your eligible dependents for coverage by providing the following:

- For your spouse: A photocopy of your marriage certificate, social security card, and a photocopy of the front page of your most recently filed federal tax return (Form 1040) that includes the spouse.
- For your children:
 - Biological Children – A photocopy of the child’s birth certificate showing your name as the parent and their social security card
 - Step children - A photocopy of the child’s birth certificate showing your spouse’s name as the parent, a photocopy of your marriage certificate, and the child’s social security card
 - Adoption or Foster Children - Photocopies of affidavits of dependency, final court orders with the presiding judge’s signature and seal, or adoption final decree with the presiding judge's signature and seal, and a photocopy of the child's social security card.

If you fail to timely provide the documentation upon request to prove the eligibility of any of your eligible dependents or the Plan Administrator (or its delegee) is unable to verify the submitted documentation, your dependent (or dependents) will lose coverage under the Plan, whether or not they are otherwise eligible for benefits under the respective plan.

In order to enroll your eligible dependents in any Plan feature, you must also enroll in that coverage under the Plan. Unless your eligibility ends earlier, your eligible children will generally be covered under the Plan features that cover eligible children until the end of the month in which they reach age 26.

- (c) **Your Domestic Partner.** For the Plan Year beginning January 1, 2024 and ending December 31, 2024, you may enroll your same sex domestic partner and/or his or her eligible dependents if you have executed a domestic partner affidavit provided by the

Plan Administrator or its delegee and provide any supporting documentation provided for in the affidavit.

Note: Effective as of January 1, 2025, domestic partners will no longer be eligible for any of the underlying benefits under the Plan.

- (d) For dependent care flexible spending account purposes, any individual who is (i) a dependent (within the meaning of Code Section 152) of yours who is under the age of 13; (ii) if you are divorced or separated, a child of yours if you are the child's custodial parent, even if you cannot claim an exemption for the child, subject to the conditions of Code Section 21(e)(5), or (iii) a dependent (within the meaning of Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) or Spouse of yours who is physically or mentally incapable of caring for himself or herself, who has the same principal place of abode as you for more than one-half of the Plan Year and who regularly spends at least eight (8) hours each day in your household. A person under the dependent care flexible spending account shall cease being an eligible dependent at any time during the Plan Year that such person ceases to satisfy these requirements.

3. Special Enrollment Rights

If you do not enroll yourself and your dependents in a group health plan after you become eligible or during annual enrollment, you may be able to enroll under the special enrollment rules under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that apply when an individual declines coverage and later wishes to elect it. Generally, special enrollment is available if (i) you declined coverage because you had other health care coverage that you have now lost through no fault of your own (or employer contributions to your other health care coverage terminate); or (ii) you have acquired a new dependent (through marriage or the birth or adoption of a child) and wish to cover that person. When you have previously declined coverage, you must have given (in writing) the alternative coverage as your reason for waiving coverage under the group health plan when you declined to participate. In either case, as long as you meet the necessary requirements, you can enroll both yourself and all eligible dependents in the group health plan if you provide notice to the Plan Administrator within 30 days after you lose your alternative coverage (or employer contributions to your alternative coverage cease) or the date of your marriage or the birth, adoption, or placement for adoption of your child.

You may also enroll yourself and your dependents in a group health plan if your or one of your eligible dependent's coverage under Medicaid or the state Children's Health Insurance Program (CHIP) is terminated as a result of loss of eligibility, or if you or one of your eligible dependents become eligible for premium assistance (that could be used toward the Plan costs) under a Medicaid or state child health plan under CHIP. Under these two circumstances, the special enrollment period must be requested within 60 days of the loss of Medicaid/CHIP coverage or of the determination of eligibility for premium assistance under Medicaid/CHIP.

See the Plan Administrator for details about special enrollment.

4. Qualified Medical Child Support Orders

A Qualified Medical Child Support Order (“QMCSO”) is an order by a court for a parent to provide a child or children with health insurance under a group health plan. The Plan Administrator (unless otherwise delegated) will comply with the terms of any QMCSO it receives, and will:

- Establish reasonable procedures to determine whether medical child support orders are qualified medical child support orders as defined under ERISA Section 609;
- Promptly notify you and any alternate recipient (as defined in ERISA Section 609(a)(2)(C)) of the receipt of any medical child support order, and the Plan’s procedures for determining whether medical child support orders are qualified medical child support orders; and
- Within a reasonable period of time after receipt of such order, the Plan Administrator will determine whether such order is a qualified medical child support order and will notify you and each alternate recipient of such determination.

The Plan Administrator has developed procedures to determine whether a medical child support order is qualified and for complying therewith. You may obtain, without charge, a copy of these procedures upon request to the Plan Administrator.

5. Plan Benefits

The Plan provides for (i) group medical benefits, which includes prescription drug benefits, (ii) group dental benefits, (iii) group vision benefits, (iv) group life and AD&D insurance benefits, (v) group supplemental life and AD&D insurance benefits, (vi) long term disability benefits, (vii) group short term disability benefits, (viii) dependent care flexible spending account and health savings account benefits, and (ix) retiree health reimbursement arrangement benefits, all as more fully described (and subject to the limitations contained) in the provider contracts, plan documents, and related materials referred to in Schedule A.

6. Loss of Benefits

As noted above, the Plan Sponsor reserves the right to change or eliminate any Plan feature under the Plan and may amend or terminate the Plan at any time. Except in the case of certain health care continuation rights under Federal law, all benefits terminate at the end of the month in which your active employment terminates or when you are no longer eligible for benefits or when the group insurance policy terminates, whichever occurs first. The Plan Administrator, in its sole discretion, reserves the right to suspend the termination of your benefits due to your loss of eligibility as a result of any declaration of a national or public health emergency.

7. Plan Costs

The Plan provides for cost sharing between the Plan Sponsor and employees. The dollar values of the participant contributions will be communicated to you prior to any initial, open, or special enrollment period. Upon the terms and conditions set forth in the Plan Sponsor’s Flexible

Benefits Feature, Participants may also elect to contribute to their health and/or dependent care flexible spending accounts.

C. NOTICES AND DISCLOSURES

1. Special Rule for Maternity and Infant Coverage

Group health plans and health insurance issuers generally may not, under Federal law, 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 attending provider or physician, 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 insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

2. Special Rule for Women's Health Coverage

The Women's Health and Cancer Rights Act of 1998 ("WHCRA") requires group health plans, insurance issuers and HMOs who already provide medical and surgical benefits for mastectomy procedures to provide insurance coverage for reconstructive surgery following mastectomies. This expanded coverage includes (i) reconstruction of the breast on which the mastectomy has been performed, (ii) surgery and reconstruction of the other breast to produce a symmetrical appearance, and (iii) prostheses and physical complications at all stages of mastectomy, including lymphedemas. These procedures may be subject to annual deductibles and coinsurance provisions that are similar to those applying to other medical or surgical benefits provided under the Group Medical Feature. For answers to specific questions regarding WHCRA benefits, contact the Plan Administrator. Additional state laws may be applicable as more fully described in other materials detailing your medical benefits.

3. Notice Regarding Lifetime and Annual Dollar Limits

In accordance with applicable law, any lifetime or annual dollar limits set forth in the Group Medical feature shall not apply to "essential health benefits," as such term is defined under Section 1302(b) of the Affordable Care Act. The law defines "essential health benefits" to include, at a minimum, items and services covered within certain categories including emergency services, hospitalization, prescription drugs, rehabilitative and habilitative services and devices, and laboratory services.

The restrictions regarding lifetime and annual dollar limits under the Group Medical Feature do not apply to services (even services for essential health benefits) which are limited by the number of visits or other criteria. For example, a medical plan may provide that coverage for a physical therapist is limited to up 30 visits per year per covered person.

4. Patient Protection Disclosure

If the Group Medical Feature in which you are enrolled requires the designation of a primary care provider, you have the right to designate any participating primary care provider

who is available to accept you or your family members (for children, you may designate a pediatrician as the primary care provider). For information on how to select a primary care provider and for a list of participating primary care providers, contact the Plan Administrator. You do not need prior authorization from the Plan or from any other person, including your primary care provider, in order to obtain access to obstetrical or gynecological care from a health care professional; however, you may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Plan Administrator.

5. Mental Health Parity

With respect to any Plan features, if any, subject to the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), the Plan provides parity between mental health and substance use disorder benefits and medical/surgical benefits with respect to financial requirements (e.g., deductibles, co-payments, coinsurance, and out-of-pocket maximums) and quantitative treatment limitations (e.g., number of treatments, visits, or days of coverage) or nonquantitative treatment limitations (such as restrictions based on facility type) under group health plans and health insurance coverage offered in connection with the Plan. Specifically, the Plan will not:

- Impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits.
- Apply any financial requirement or treatment limitation (whether quantitative or nonquantitative) to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification. The Plan Administrator will determine, in accordance with applicable regulations, the applicable mental health or substance use and medical/surgical benefit classifications.

The Plan Administrator, in its sole discretion, will determine the manner in which any of these requirements apply to the Plan, taking into account applicable regulations and other guidance.

6. Genetic Information Nondiscrimination Act of 2008 (“GINA”).

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by Title II of GINA from requesting or requiring genetic information of individuals or their family members. To comply with this law, the Plan Sponsor requests that you do not provide any genetic information when responding to any request for medical information under the Plan. "Genetic information" that should not be disclosed pursuant to GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, genetic information of a fetus carried by an individual or an individual's family

member, and genetic information of an embryo lawfully held by an individual or family member receiving assistive reproductive services.

8. Tax Notes

Domestic Partners. Federal law does not recognize “domestic partners” for specialized tax treatment under employer-sponsored group health plans. Unless your domestic partner and domestic partner’s child(ren) are your federal tax dependents for group health plan purposes, you will be subject to federal (and possibly state) tax on the imputed value of the coverage provided to the domestic partner and the domestic partner’s child(ren). You must notify the Plan Administrator if you believe your domestic partner meets the requirements for a federal tax dependent for group health plan purposes or a dependent under state tax law.

9. No Surprises Act.

The No Surprises Act of the Consolidated Appropriations Act, 2021 (the “CAA”), protects you from “surprise billing” or “balance billing” when you get emergency care at an out-of-network hospital or when you receive care from an out-of-network provider who is working at a hospital or ambulatory surgical center in your health plan’s network.

A “balance bill” is a bill charged to you by an out-of-network provider or facility to make up the difference between what your health plan pays and the provider charges for the items or services rendered. “Surprise billing” is an unexpected balance bill you receive from a provider or facility. This can happen when you receive care from a facility that is in-network but one of the providers at the facility is out-of-network.

Under the No Surprises Act, you are protected from balance billing for emergency services provided by out-of-network providers, including services you may get after you are in stable condition (unless you give written consent and give up your protections against balanced billing for post-stabilization services). You are also protected from surprise bills from services you receive from out-of-network providers while at an in-network hospital or ambulatory surgery center, such as services for emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistance surgeon, hospitalist, or intensivist services. The most the providers can bill you is your in-network cost-sharing amount, and they can’t ask you to give up your protections from being balance billed. If you receive other services at these in-network facilities, out-of-network providers cannot balance bill you unless you provide written consent. Written consent can never be required. Further, you can always choose to get care at an in-network facility or from an in-network provider instead of getting care from an out-of-network provider or facility.

The Plan covers emergency services without requiring you to get approval for such services in advance, which is known as prior authorization. Further, the Plan covers emergency services even if those services are provided by providers who are outside the plan’s network. Your required cost sharing (co-pays, coinsurance, or deductibles) for emergency care received by an out-of-network provider or facility will be the same as what you pay a provider or facility in the Plan’s network. That amount will be included in your explanation of benefits. Finally, the amount of any cost-sharing you pay for emergency services or out-of-network services will

count towards your applicable maximum annual deductible and out-of-pocket limits under the Plan.

Contact the Plan Administrator for more information.

D. RESPONSIBILITIES FOR PLAN ADMINISTRATION

1. Plan Administrator

The Plan Administrator has (i) the power and authority in its sole, absolute, and uncontrolled discretion to control and manage the operation and administration of the Plan and (ii) all powers necessary to accomplish these purposes.

The Plan Administrator will administer the Plan in accordance with established policies, interpretations, practices, and procedures and in accordance with the requirements of ERISA and other applicable laws. With respect to the Plan, the Plan Administrator has discretion (i) to interpret the terms of the Plan, (ii) to determine factual questions that arise in the course of administering the Plan, (iii) to adopt rules and regulations regarding the administration of the Plan, (iv) to determine the conditions under which benefits become payable under the Plan, and (v) to make any other determinations that the Plan Administrator believes are necessary and advisable for the administration of the Plan. Subject to any applicable claims procedure, any determination made by the Plan Administrator will be final, conclusive and binding on all parties. The Plan Administrator may delegate all or any portion of its authority to any person or entity. For example, for benefits that are fully insured, the applicable insurance company is delegated certain administrative authority.

DESPITE ANY PLAN PROVISION TO THE CONTRARY, THE POLICIES, CONTRACTS, OR BOOKLETS FOR EACH UNDERLYING PLAN FEATURE GOVERN THE BENEFITS TO BE PROVIDED, AND THE PROVIDERS FOR EACH PLAN FEATURE ARE RESPONSIBLE FOR MAKING BENEFIT DETERMINATIONS UNDER EACH SUCH PLAN FEATURE, NOT THE PLAN ADMINISTRATOR. IF THERE IS ANY CONFLICT BETWEEN THIS PLAN DOCUMENT AND SUCH POLICIES, CONTRACTS, OR BOOKLETS, THEN SUCH OTHER DOCUMENTS WILL CONTROL.

2. Duties of the Plan Administrator

The Plan Administrator will (i) administer the Plan in accordance with its terms, (ii) decide disputes which may arise relative to a Plan participant's rights, (iii) keep and maintain the Plan documents and all other records pertaining to the Plan, (iv) pay or arrange for the payment of claims, (v) with respect to each group health plan covered under the Plan, establish and communicate procedures to determine whether a medical child support order is qualified under Section 609 of ERISA, and (vi) perform all necessary reporting as required by ERISA.

3. Plan Administrator Compensation

While the Plan Administrator serves without compensation, all expenses for administration, including compensation for hired services, will be paid by the Plan unless paid by the Plan Sponsor.

4. Fiduciary Duties

A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the participants and their dependents and defraying reasonable expenses of plan administration. These duties must be carried out with the 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 and in accordance with Plan documents to the extent that they are consistent with ERISA.

5. The Named Fiduciary

The Plan Administrator is a “named fiduciary” with respect to 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 will not be liable for any act or omission of such person unless either (i) the named fiduciary has violated its duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary, or continuing to monitor the fiduciary, or (ii) the named fiduciary breached its fiduciary responsibility under ERISA Section 405(a).

E. Uniformed Services Reemployment Rights

Your right to continued participation in a group health plan during leaves of absence for active military duty is protected by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Accordingly, if you are absent from work due to a period of active duty in the military for less than 31 days, your plan participation will not be interrupted. If the absence is for more than 30 days and not more than 12 weeks your employer may, but is not required, to allow you to maintain your coverage under a group health plan by paying premiums in the manner specified by the Plan Sponsor.

Otherwise, if your absence is more than 30 days, you and your covered family members will have the opportunity to elect continuation coverage in a group health plan for up to a 24-month period that begins on the first day of your leave of absence. You must pay the premiums for continuation coverage with after-tax funds, subject to the rules that are set out in the applicable Plan features.

USERRA continuation coverage is considered alternative coverage for purposes of COBRA. Therefore, if you elect USERRA continuation coverage, COBRA coverage will generally not be available.

F. Leave under Family Medical Leave Act or Similar Law

If you take a leave of absence (i) for your own serious health condition, (ii) to care for family members with a serious health condition, (iii) to care for a newborn or adopted child, (iv)

to care for an injured or ill covered service member of the Armed Forces, (v) due to a qualifying exigency arising out of a covered service member's active duty, or (vi) pursuant to any applicable law or regulation providing for similar leave as a result of a national or public health emergency, you may be able to continue your health coverage under the Plan. If you drop your health coverage during the leave, you can also have your health coverage reinstated on the date you return to work assuming you pay any contributions required for the coverage. See the Plan Administrator for more information about your FMLA rights.

G. COBRA

1. Introduction

The right to COBRA continuation coverage was created by a Federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. **The following generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.** This notice gives only a summary of your COBRA continuation coverage rights. For more information about your COBRA rights and obligations under the Plan and under Federal law, you should ask the Plan Administrator.

The Plan Administrator is responsible for administering COBRA continuation coverage, but the Plan Administrator may delegate its administrative duties to a third party administrator from time to time. The Plan Administrator has delegated authority for administering COBRA continuation coverage to the following COBRA Administrator:

WageWorks
Claims Administrator
P.O. Box 14053
Lexington, KY 40512
Telephone: (877) 924-3967

2. COBRA Continuation Coverage

COBRA continuation coverage is a continuation of group health plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." COBRA applies to each group health plan under the Plan. Specific qualifying events are listed later. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

Federal law does not recognize your domestic partner as your spouse and a domestic partner is not recognized as a COBRA qualified beneficiary. However, the Plan will extend COBRA-like coverage to your domestic partner and his or her covered

children. However, COBRA rights and protections do not apply to this extension of domestic partner coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under a group health plan because either one of the following qualifying events happens:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under a group health plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare (Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under a group health plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Each group health plan under the Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator (or third-party COBRA administrator, as applicable) has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or entitlement of the employee to Medicare (Part A, Part B, or both), the Plan Sponsor must notify the Plan Administrator (or third-party COBRA administrator, as applicable) of the qualifying event within 30 days of the date the event occurs or the date you would otherwise lose coverage under the group health plan due to a qualifying event, whichever is later.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator (or third-party COBRA administrator, as applicable). Each group health plan covered under the Plan requires you to notify the Plan Administrator (or third-party COBRA administrator, as applicable) within 60 days after the qualifying event occurs or the date you would otherwise lose coverage under the group health plan due to a qualifying event, whichever is later.

Within 14 days of the Plan Administrator (or third-party COBRA administrator, as applicable) receiving notice (in accordance with the procedures set forth below under "Furnishing Notice to Administrator") that a qualifying event has occurred, the Plan Administrator (or third-party COBRA administrator, as applicable) will send out an election notice, offering COBRA continuation coverage to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that coverage under the group health plan would otherwise have been lost.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months.

There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under a group health plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator (or third-party COBRA administrator, as applicable) in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months.

You must make sure that the Plan Administrator (or third-party COBRA administrator, as applicable) is notified of the Social Security Administration's determination within 60 days of the latest of the date of the determination, the date of the qualifying event or the date you would otherwise lose coverage under the group health plan due to a qualifying event, and before the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, and such event would result in loss of health coverage if the first qualifying event had not already occurred, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, becomes entitled to

Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible for coverage under the group health plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator (or third-party COBRA administrator, as applicable) is notified of the second qualifying event within 60 days of the second qualifying event or the date you would otherwise lose coverage under the group health plan due to a qualifying event, whichever is later.

Furnishing Notice to Administrator

Unless the Plan has a third-party COBRA administrator, in which case qualified beneficiaries should follow the notice procedures established by the third-party COBRA administrator, when furnishing a notice to the Plan Administrator with respect to the occurrence of a qualifying event or with respect to a disability determination by the Social Security Administration, such notices will be delivered to the human resources department of the Plan Administrator (i) by hand-delivery, (ii) via facsimile, followed by written confirmation by first class mail, or (iii) by registered or certified mail, return receipt requested. Such notices will include the name(s) of the covered employee and/or qualified beneficiaries, as applicable, a general description of, and circumstances surrounding, the qualifying event or disability determination, and the date of such qualifying event or disability determination. Once the Plan Administrator receives such notice, it reserves the right to make further inquiry to verify the circumstances surrounding such qualifying event or disability determination.

End of Continuation Coverage

Continuation coverage will end earlier than the period elected if:

- Timely payment of premiums for the continuation coverage is not made;
- The qualified beneficiary first becomes covered under any other group health plan, after the COBRA election, as an employee or otherwise;
- The qualified beneficiary first becomes entitled to benefits under Medicare, after the COBRA election;
- The Plan Sponsor ceases to provide any group health plan to any employee;
- You, as the covered employee, cease to be disabled, if continuation coverage is due to your disability; or
- The period of continuation coverage expires.

Health Insurance Marketplace

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees. For more information about the Marketplace, visit www.healthcare.gov.

Medicare

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of:

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit <https://www.medicare.gov/medicare-and-you> and <https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods>.

Other Coverage Options

You may also be eligible for Medicaid or Children's Health Insurance Program (CHIP), which, if eligible, may be a coverage option in lieu of COBRA and may cost less than COBRA continuation coverage. You can learn more about these options at: www.healthcare.gov or <https://www.healthcare.gov/medicaid-chip/childrens-health-insurance-program/>.

If you have questions

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or you may contact the nearest regional or district office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of regional and district EBSA offices are available through EBSA's website at www.dol.gov/ebsa.

Keep your plan informed of address changes

In order to protect your family's rights, you should keep the Plan Administrator (and third-party COBRA administrator, if applicable) informed of any changes in the addresses of family members. You should also keep a copy for your records of any notices you send to the Plan Administrator (or third-party COBRA administrator, as applicable).

H. FUNDING POLICY

Benefits furnished hereunder are provided through the purchase of insurance policies and other provider contracts, unless otherwise indicated in Schedule A. The Plan Sponsor will collect the applicable employee premiums and will pay when due all premiums required to keep such policies and contracts in force. Funding is derived from the funds of the Plan Sponsor and contributions made by the employees. To the extent you are required to make contributions toward the cost of a particular benefit feature, your contributions will be used in their entirety prior to using Plan Sponsor contributions to pay for the cost of such benefit. Accordingly, any claims experience dividends, refunds, or other adjustments in premiums, fees, or other Plan costs related to benefits provided under the Plan may be used to reduce the amount of contributions made by the Plan Sponsor. The level of any employee contributions is set by the Plan Sponsor, which will be communicated to you when you first enroll in the Plan, and during each open and special enrollment period. The Plan Sponsor reserves the right to modify employee contribution amounts. Employee contributions will be used to fund, or reimburse the Plan Sponsor for funding, the cost of the Plan benefits as soon as practicable after they have been received from the employee or withheld from the employee's pay through payroll deduction.

I. SUBROGATION AND RIGHTS OF RECOVERY

The Plan is designed to only pay covered expenses under each Plan feature for which payment is not available from anyone else, including any insurance company or any other health or welfare plan. In order to help you and your covered dependents in a time of need, however, the Plan may pay covered expenses that may be or become the responsibility of another person, provided that the Plan later receives reimbursement for those payments (hereinafter called "Reimbursable Payments").

Therefore, by enrolling in the Plan, as well as by applying for payment of covered expenses, you and your dependents are subject to, and agree to, the following terms and conditions with respect to the amount of covered expenses paid by the Plan.

1. Assignment of Rights (Subrogation)

You and your dependents automatically assign to the Plan any rights (or causes of action) you and/or your dependents may have to recover all or part of the same covered expenses from any party, including an insurer or any other group health or welfare program, but limited to the amount of Reimbursable Payments made by the Plan. This assignment includes, without limitation, the assignment of a right to (or causes of action for) any funds paid by a third party to you and/or any of your dependents or paid to another for your benefit (or the benefit of one of your dependents). This assignment applies on a first-dollar basis (*i.e.*, has priority over other rights), applies whether the funds paid to (or for the benefit of) you and/or one of your dependents constitute a full or a partial recovery, and even applies to funds paid for non-medical or non-disability charges, attorney fees, or other costs and expenses. This assignment also allows the Plan to pursue any claim that you and/or any of your dependents may have, whether or not you or such dependent chooses to pursue that claim. By this assignment, the Plan's right to recover from insurers includes, without limitation, such recovery rights against no-fault auto insurance carriers in a situation where no third party may be liable, and from any uninsured or

underinsured motorist coverage, homeowner's plan, renter's plan, or any other insurance policy under which you or your dependents are insured.

The Plan will not be responsible for expenses or attorney's fees incurred by you or your dependents in connection with any recovery. Accordingly, you and your dependents must pay your own legal fees.

2. Equitable Liens/Equitable Remedies

The Plan shall also have an equitable lien against any rights (or causes of action) you and/or your dependents may have to recover the same covered expenses from any party, including an insurer or any other group health or welfare program, but limited to the amount of Reimbursable Payments made by the Plan. The equitable lien also attaches to any right to payment from workers' compensation, whether by judgment or settlement, where the Plan has paid covered expenses prior to a determination that the covered expenses arose out of and in the course of employment. Payment by workers' compensation insurers or the employer will be deemed to mean that such a determination has been made.

This equitable lien shall also attach to any money or property that is obtained by anyone (including, but not limited to, you or your dependent, your or your dependent's attorney, and/or a trust) as a result of an exercise of your and/or your dependent's rights of recovery (sometimes referred to as "proceeds"). The Plan shall also be entitled to seek any other equitable remedy against any party possessing or controlling such proceeds. At the discretion of the Plan Administrator, the Plan may reduce any future covered expenses otherwise available to you and/or your dependents under the Plan by an amount up to the total amount of Reimbursable Payments made by the Plan that is subject to the equitable lien.

3. Assisting Reimbursement Activities

You and your covered dependents have an obligation to assist the Plan to obtain reimbursement of the Reimbursable Payments that it has made on your behalf (and on behalf of your dependents), and to provide the Plan with any information concerning your and/or your dependent's other insurance coverage (whether through automobile insurance, other group health or welfare program, or otherwise) and any other person or entity (including their insurer(s)) that may be obligated to provide payments or benefits on your behalf (or on behalf of one of your dependents). You and/or your dependents are required to: (a) cooperate fully in the Plan's exercise of its right to subrogation and reimbursement; (b) not do anything to prejudice those rights (such as settling a claim against another party without including the Plan as a co-payee for the amount of the Reimbursable Payments and notifying the Plan); (c) sign any document deemed by the Plan Administrator to be relevant to protecting the Plan's subrogation, reimbursement or other rights; and (d) provide relevant information when requested. The term "information" includes any documents, insurance policies, police reports, or any reasonable request by the Plan Administrator to enforce the Plan's rights.

Failure by you or your dependents to follow the above terms and conditions may result, at the discretion of the Plan Administrator, in a reduction from future benefit payments available

to you or your dependents under the Plan of an amount up to the aggregate amount of Reimbursable Payments that has not been reimbursed to the Plan.

The Plan's rights hereunder shall not be construed to interfere or conflict in any way with the provisions of any insurance policies or other provider contracts that are made part of the Plan. Rather, the Plan's rights under this Section I shall run concurrent with any such similar right provided to any such insurer, vendor, or provider under the Plan, but in no event shall you, or any of your dependents, as the case may be, be obligated to make payments to the Plan in excess of the Reimbursable Payments.

4. Recovery of Overpayments

Whenever a payment has been made under any Plan feature in a total amount, at any time, in excess of the maximum amount payable under the Plan's provisions ("Overpayment"), you or any other participant must refund to the Plan the applicable Overpayment and help the Plan obtain the refund of the Overpayment from another person or organization. This includes any Overpayments resulting from retroactive awards received from any source, fraud, or any error made in processing your claim.

In case of a recovery from a source other than the Plan, Overpayment recovery will not be more than the amount of the payment.

The Plan Administrator may, at its option, recover the Overpayment by reducing or offsetting against any future benefits payable under the Plan; stopping future benefit payments that would otherwise be due under the Plan (payments may continue when the Overpayment has been recovered); or demanding an immediate refund of the Overpayment.

J. PLAN IS NOT AN EMPLOYMENT CONTRACT

The Plan will not be construed as a contract for or of employment.

K. HIPAA PRIVACY AND SECURITY PROVISIONS

1. Disclosure of Information

- (a) The Plan Sponsor may only use and/or disclose Protected Health Information (as such term is defined in 45 C.F.R. §160.103) as permitted by the "Standards for Privacy of Individually Identifiable Health Information" under the Health Insurance Portability and Accountability Act of 1996, P.L.104-191, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") portion of the American Recovery and Reinvestment Act of 2009, and applicable guidance (the "Privacy Rule").
- (b) The Plan will disclose Protected Health Information to the Plan Sponsor only upon its receipt of a certification by the Plan Sponsor that the Plan Sponsor agrees to:
 - Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

- Ensure that any agents, including subcontractors, to whom it provides Protected Health Information and electronic Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
- Not use or disclose the Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- Report to the Plan any use or disclosure of the Protected Health Information that is inconsistent with the uses or disclosures permitted by the Privacy Rule of which it becomes aware;
- Make available Protected Health Information based on HIPAA's access requirements in accordance with 45 C.F.R. §164.524;
- Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. §164.526;
- Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528, including an accounting of disclosures of any electronic health record (as defined in HIPAA);
- Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule;
- If feasible, return or destroy all Protected Health Information received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information 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 information infeasible; and
- Ensure that adequate separation of the Plan and the Plan Sponsor is established as required by 45 C.F.R. 164.504(f)(2)(iii) as described below.

2. Certification of the Plan Sponsor

The Plan (or a health insurance issuer or HMO with respect to the Plan, if applicable) will disclose Protected Health Information to the Plan Sponsor only upon the receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate the provisions of 45 C.F.R. §164.504(f)(2)(ii), and that the Plan Sponsor agrees to the conditions of disclosure set forth in Section K.1. The Plan will not disclose and may not permit a health insurance issuer or HMO to disclose Protected Health Information to the Plan Sponsor as otherwise permitted herein unless the statement required by 45 C.F.R. §164.520(b)(1)(iii)(C) is included in the appropriate notice. The Plan Sponsor hereby certifies that this Section K constitutes an amendment of the governing Plan documents that complies with HIPAA and that the Plan Sponsor will comply with the conditions of disclosure set forth herein.

3. Separation of Plan and the Plan Sponsor

- Only designated employees in the human resources department of the Plan Sponsor (“Permitted Employees”) will be given access to the Protected Health Information. Despite the foregoing, any employee or person not described above who receives Protected Health Information relating to payments under, health care operations of, or other matters pertaining to the Plan in the ordinary course of business, will also be included in the definition above of Permitted Employees.
- The Permitted Employees may only use the Protected Health Information for Plan administrative functions that the Plan Sponsor performs for the Plan.

4. Security of Electronic Protected Health Information

In accordance with 45 C.F.R. §164.314(b)(2), to the extent as may be required by law, the Plan Sponsor agrees to:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that the Plan Sponsor may create, receive, maintain, or transmit on behalf of the Plan;
- Ensure that the adequate separation required by 45 C.F.R. §164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
- Ensure that any agents, including subcontractors, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the Plan any security incident of which it becomes aware with respect to electronic Protected Health Information.

L. ADDITIONAL PLAN INFORMATION

1. Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to—

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan documents and other Plan information including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description upon written request to the

Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

2. Prudent Actions by Plan Fiduciaries

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

3. Enforce Your Rights

If your claim for a benefit is denied or ignored, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court so long as you do so within the time period set forth in the "Limitation on When a Lawsuit May be Filed" section of this SPD. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court.

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

4. Assistance with Your Questions

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, including

COBRA, HIPAA and other laws affecting the Plan or need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your 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. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You may also visit their website at www.dol.gov/ebsa.

M. Forfeitures

As a condition of entitlement to a benefit under this Plan, you and your covered dependents must keep the claims administrator or the Plan Administrator, as applicable, informed of your current mailing address and other relevant contact information. If the Plan is unable to locate any individual otherwise entitled to a benefit payment hereunder after exercising reasonable efforts to do so (as determined in the sole discretion of the Plan Administrator), to the extent not otherwise specified in the applicable Component Document (as defined below), the individual is not entitled to a benefit hereunder and forfeits any rights to any benefit. In the event that a benefits check issued by a Claims Administrator of a self-insured Plan feature is not cashed within 12 months from the date of issue, the check will be voided and the check will be applied to the payment of current benefits and administrative fees under the Plan feature. In the event that a participant or other beneficiary as defined by ERISA does not receive a check that was issued and requests payment within one year of the amounts in the issued check, the Claims Administrator will make payment under the terms and conditions of the Plan feature as in effect when the claim was originally processed. Unclaimed funds may be applied only to the delivery of benefits (including administrative fees) under the Plan feature to the extent required by ERISA. The Plan shall have no liability for checks not cashed within one year; the amount of the check will be deemed a forfeiture, and no funds shall escheat to any state.

N. Claims Procedure for the Plan

Except as provided in Paragraphs 1 or 2 below, claims for benefits under each Plan feature will be reviewed in accordance with procedures contained in the policies, contracts, summary plan descriptions or other written materials for such Plan features (“Component Documents”). However, all issues or disputes solely regarding eligibility for coverage or participation and all other general inquiries or requests should be directed to the Plan Administrator. If a non-insurance related claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. If we fail to respond within 90 days, your claim is treated as denied. (This period may be extended to 180 days under certain circumstances.) Within 60 days after denial, if you want to appeal such denial, you or your beneficiary may submit a written request for reconsideration of the application to the Plan Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and

comments in writing. The Plan Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended to 120 days under certain circumstances.) In this response, the Plan Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Plan Administrator has the exclusive right to interpret the provisions of the Plan. Decisions of the Plan Administrator are final, conclusive and binding. The Plan Administrator has final claims adjudication authority under the Plan. However, the Plan Administrator may delegate duties and authority to others to accomplish those duties. For instance, the applicable administrator listed in the table in Schedule A is the claims administrator for the respective plan feature; each has sole and complete discretionary authority to determine claims and appeals in accordance with the terms of the documents or instruments governing the plan in which you are enrolled.

The insurer of each “insured” ERISA plan sponsored by the Employer has sole and complete discretionary authority to administer and interpret the provisions of the plan it insures. Please see the table in Schedule A to determine whether a plan is insured and for corresponding contact information for the applicable insurer or claims administrator.

Authorized Representatives

If you wish to designate an authorized representative to act on your behalf with respect to your claim for benefits, you must do so in writing. Please be advised that no rights under the Plan, including but not limited to the right to receive any benefit or any right to pursue a claim or cause of action, are assignable. Any payment by the Plan directly to a provider pursuant to a written election or purported assignments submitted by a participant or a dependent is provided at the discretion of the Plan Administrator as a convenience to the participant or dependent and does not imply an enforceable assignment of any benefits or the right to pursue a claim or cause of action.

1. Claims Procedure for Disability Benefits

The following claims procedure will apply specifically to claims made for disability benefits under one or more Plan features, including any rescission of disability coverage under such Plan features with respect to a participant or beneficiary (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time). For this purpose, rescission means a cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage. **To the extent that this procedure is inconsistent with the claims procedures contained in the policies, contracts, summary plan descriptions or other written materials for such Plan features, the claims procedures in such other policies, contracts, summary plan descriptions, or other written materials will supersede this procedure as long as such other claims procedures comply with DOL Regulation §2560.503-1.**

Timing of Adverse Benefits Determination

If a claim under the Plan feature is denied in whole or in part, you or your beneficiary will receive written notification of the adverse benefit determination within a reasonable period of time, but no later than 45 days after the Plan Administrator’s receipt of the claim. The Plan

Administrator may extend this period for up to 30 additional days provided the Plan Administrator determines that the extension is necessary due to matters beyond the Plan Administrator's control and the claimant is notified of the extension before the end of the initial 45-day period and is also notified of the date by which the Plan Administrator expects to render a decision. The 30-day extension can be extended by an additional 30 days if the Plan Administrator determines that, due to matters beyond its control, it cannot make the decision within the original extended period. In that event, you will be notified before the end of the initial 30-day extension of the circumstances requiring the extension and the date by which the Plan Administrator expects to render a decision. The extension notice will explain the standards on which your entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information, if any, you must submit. If you must provide additional information, you will be provided with at least 45 days to provide the additional information. The period from which you are notified of the additional required information to the date you respond is not counted as part of the determination period.

Adverse Benefits Determination Notice

A denial notice will include:

- the specific reason(s) for your adverse benefit determination;
- reference to the specific Plan provision on which the determination is based;
- a description of any additional material or information necessary for you to fix your claim and an explanation of why such material or information is necessary;
- a description of the review procedures, including a statement of your right to bring a lawsuit following an adverse benefit determination on review;
- a discussion of the decision, including, an explanation of the basis for disagreeing with or not following:
 - (i) The views presented by the health care professionals treating you and vocational professionals who evaluated you;
 - (ii) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - (iii) A disability determination regarding you presented by you to the Plan made by the Social Security Administration.
- if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;

- either the specific internal rules, guidelines, protocols, standards, or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the plan do not exist; and
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information will be considered “relevant” to your claim if such document, record, or other information:
 - (i) Was relied upon in making the benefit determination;
 - (ii) Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination;
 - (iii) Demonstrates compliance with the administrative processes and safeguards designed to ensure and verify that benefit determinations are made in accordance with governing plan documents and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants; or
 - (iv) Constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for your diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

If you live in a county with a significant population of non-English speaking persons, the Plan will provide, in the non-English language(s), a statement of how to access oral and written language services in those languages.

Appeal Process

If you disagree with a claim determination, you can contact the Plan Administrator in writing to formally request an appeal. If the appeal relates to a claim for payment, your request should include:

- The subject individual’s name and the identification number from the ID card, if any.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your appeal request must be submitted to the Plan Administrator within 180 days after you receive the claim denial.

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be

done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Plan Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent health claim information. Upon request and free of charge you have the right to reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits.

In addition, prior to the appeal determination noted below, the Plan Administrator will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination (or at the direction of the Plan, insurer or such other person) in connection with the claim as soon as possible and sufficiently in advance of the date on which the appeal determination is required to be provided to give you a reasonable opportunity to respond prior to that date. Before an adverse benefit determination on appeal based on a new or additional rationale, the Plan Administrator will provide you, free of charge, with the rationale; the rationale will be provided as soon as possible and sufficiently in advance of the date on which the appeal determination is required to be provided to give you a reasonable opportunity to respond prior to that date.

Timing of Appeal Determination

You will be notified of the Plan Administrator's decision upon review within a reasonable period of time, but no later than 45 days after the Plan Administrator receives your appeal request. The 45-day period may be extended for an additional 45-day period if the Plan Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time. You will be provided with written notice prior to the expiration of the initial 45-day period. Such notice will state the special circumstances requiring the extension and the date by which the Plan Administrator expects to render a decision.

Appeal Determination Notice

If denied, your review decision on appeal will include the following:

- the specific reason(s) for the adverse determination;
- reference to the specific Plan provision on which the benefit determination is based;
- a statement that you are entitled to receive, without charge, reasonable access to any document (i) relied on in making the determination, (ii) submitted, considered, or generated in the course of making the benefit determination, (iii) that demonstrates compliance with the administrative processes and safeguards required in making the determination, or (iv) that constitutes a statement of policy or guidance with respect to the Plan concerning the claim without regard to whether the statement was relied on;
- either the specific rule or guideline used in making your benefits determination or a statement that such a rule or guideline was relied upon in making the determination and that a copy of such rule or guideline will be provided free of charge upon request or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the plan do not exist;

- if the adverse determination is based on medical necessity or experimental treatment or a similar exclusion or limit, either an explanation of the scientific or clinical judgment applying the terms of the Plan to your medical condition, or a statement that such explanation will be provided without charge on request;
- a statement describing the Plan’s optional appeals procedures, and your right to receive information about such procedures, as well as your right to bring a lawsuit and any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;
- a discussion of the decision, including, an explanation of the basis for disagreeing with or not following:
 - (i) The views presented by the health care professionals treating you and vocational professionals who evaluated you;
 - (ii) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - (iii) A disability determination regarding you presented by you to the Plan made by the Social Security Administration.

If you live in a county with a significant population of non-English speaking persons, the plan will provide, in the non-English language(s), a statement of how to access oral and written language services in those languages.

Should the Plan fail to establish or follow ERISA required disability claims procedures, you may be entitled to pursue legal remedies under ERISA without exhausting your administrative remedies.

The Plan Administrator has the exclusive right to interpret the provisions of the Plan. Decisions of the Plan Administrator are final, conclusive, and binding. The Plan Administrator has final claims adjudication authority under the Plan. However, the Plan Administrator may delegate duties and authority to others to accomplish those duties. For instance, the applicable administrator listed in the table in Schedule A is the claims administrator for the respective plan feature; each has sole and complete discretionary authority to determine claims and appeals in accordance with the terms of the documents or instruments governing the plan in which you are enrolled.

The insurer of each “insured” ERISA plan sponsored by the Employer has sole and complete discretionary authority to administer and interpret the provisions of the plan it insures. Please see the table in Schedule A to determine whether a plan is insured and for corresponding contact information for the applicable insurer or claims administrator.

2. Claims Procedure for a Group Health Plan

The following claims procedure will apply specifically to claims made under any group health plan covered under the Plan. **To the extent that this procedure is inconsistent with the claims procedures contained in the policies, contracts, summary plan descriptions or other written materials for a group health plan covered under the Plan, the claims procedures in such other policies, contracts, summary plan descriptions, or other written materials will supersede this procedure as long as such other claims procedures comply with DOL Regulation §2560.503-1 and the Affordable Care Act.**

Adverse Benefit Determinations

Post-Service Claims

Post-Service Claims are those claims that are filed for payment of benefits after health care has been received. If your Post-Service Claim is denied, you will receive a written notice from the Plan Administrator within 30 days of receipt of the claim, as long as all needed information was provided with the claim. The Plan Administrator will notify you within this 30-day period if additional information is needed to process the claim, and may request a one-time extension not longer than 15 days and hold your claim until all information is received.

Once notified of the extension, you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, the Plan Administrator will notify you of the denial within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied.

Pre-Service Claims

Pre-Service Claims are those claims that require notification or approval prior to receiving health care. If your claim is a Pre-Service Claim, and it is submitted improperly, the Plan Administrator will notify you of the improper filing and how to correct it within 5 days. If your Pre-Service Claim is submitted properly with all needed information, you will receive written notice of the claim decision from the Plan Administrator within 15 days of receipt of the claim. The Plan Administrator will notify you within this 15-day period if additional information is needed to process the claim, and may request a one-time extension not longer than 15 days and hold your claim until all information is received. Once notified of the extension, you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame, the Plan Administrator will notify you of the determination within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied.

Urgent Claims

Urgent Care Claims are those claims that require notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function or, in the opinion of a doctor with knowledge of your health condition, could cause severe pain. In these situations:

- You will receive notice of the benefit determination in writing or electronically within 72 hours after the Plan Administrator receives all necessary information, taking into account the seriousness of your condition.
- Notice of denial may be oral with a written or electronic confirmation to follow within 3 days.

If you file an Urgent Care Claim improperly, the Plan Administrator will notify you of the improper filing and how to correct it within 24 hours after the Urgent Care Claim is received. If additional information is needed to process the claim, the Plan Administrator will notify you of the information needed within 24 hours after the claim was received. You then have 48 hours to provide the requested information.

You will be notified of a determination no later than 48 hours after:

- The Plan Administrator's receipt of the requested information; or
- The end of the 48-hour period within which you were to provide the additional information.

Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an Urgent Care Claim as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. The claims administrator will make a determination on your request for the extended treatment within 24 hours from receipt of your request. If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an Urgent Care Claim and decided according to the timeframes described above.

If an ongoing course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new claim and decided according to post-service or pre-service timeframes, whichever applies.

Adverse Benefits Determination Notice

A denial notice for a group health plan will include:

- the specific reason(s) for your adverse benefit determination;
- reference to the specific Plan provision on which the determination is based;
- a description of any additional material or information necessary for you to fix your claim and an explanation of why such material or information is necessary;
- a description of the review procedures, including a statement of your right to bring a lawsuit following an adverse benefit determination on review;

- either the specific rule or guideline used in making your benefits determination or a statement that such a rule or guideline was relied upon in making the determination and that a copy of such rule or guideline will be provided free of charge upon request;
- if the adverse benefit determination is based on a medical judgment, either an explanation of such judgment, or a statement that such explanation will be provided to you free of charge upon request; and
- in the case of an Urgent Care Claim, a description of the expedited review process to which you may be entitled.

In addition to the notice standards described above, to the extent required by the Affordable Care Act, all adverse benefit determination notices will include the following: (a) information identifying the claim involved, including the date of service, the health care provider, the claim amount, the diagnosis code, the treatment code, and the corresponding meaning of those codes; (b) the reason or reasons for the adverse benefit determination that includes the denial code and its corresponding meaning and a description of the Plan's standard, if any, that was used to deny the claim (for notices of final internal adverse benefit determinations, the description will include a discussion of the decision); (c) a description of available internal appeals and external review processes, including how to initiate an appeal; and (d) contact information for any applicable office of health insurance consumer assistance or ombudsman established under the Affordable Care Act to assist individuals with the internal claims and appeals and external review processes.

How to Appeal a Claim Decision

If you disagree with a claim determination, you can contact the Plan Administrator in writing to formally request an appeal. If the appeal relates to a claim for payment, your request should include:

- The patient's name and the identification number from the ID card, if any.
- The date(s) of health care service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your first appeal request must be submitted to the Plan Administrator within 180 days after you receive the claim denial.

Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Plan Administrator may consult with, or seek

the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent health claim information. Upon request and free of charge you have the right to reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits.

Appeals Determinations

Pre-Service and Post-Service Claim Appeals

You will be provided with written or electronic notification of the decision on your appeal as follows:

For appeals of Pre-Service Claims, the first level appeal will be conducted and you will be notified by the Plan Administrator of the decision within 15 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by the Plan Administrator of the decision within 15 days from receipt of a request for review of the first level appeal decision.

For appeals of Post-Service Claims, the first level appeal will be conducted and you will be notified by the Plan Administrator of the decision within 30 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by the Plan Administrator of the decision within 30 days from receipt of a request for review of the first level appeal decision.

For procedures associated with Urgent Claims, see “Urgent Claim Appeals” below.

If you are not satisfied with the first level appeal decision of the Plan Administrator, you have the right to request a second level appeal from the Plan Administrator. Your second level appeal request must be submitted to the Plan Administrator within 60 days from receipt of first level appeal decision.

Please note that the Plan Administrator’s decision is based only on whether or not benefits are available under the group health plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your doctor.

Urgent Claim Appeals

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations, the appeal does not need to be submitted in writing. You or your doctor should call the Plan Administrator as soon as possible, and provide the Plan Administrator with the information identified above under “How to Appeal a Claim Decision.” The Plan Administrator will provide you with a written or electronic determination within 72 hours following receipt of your request for review of the determination taking into account the seriousness of your condition.

Appeal Determination Notice

If denied, your review decision on appeal will include:

- the specific reason(s) for the adverse determination;
- reference to the specific Plan provision on which the benefit determination is based;
- a statement that you are entitled to receive, without charge, reasonable access to any document (i) relied on in making the determination, (ii) submitted, considered, or generated in the course of making the benefit determination, (iii) that demonstrates compliance with the administrative processes and safeguards required in making the determination, or (iv) that constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment without regard to whether the statement was relied on;
- either the specific rule or guideline used in making your benefits determination or a statement that such a rule or guideline was relied upon in making the determination and that a copy of such rule or guideline will be provided free of charge upon request;
- if the adverse determination is based on medical necessity or experimental treatment or a similar exclusion or limit, either an explanation of the scientific or clinical judgment applying the terms of the Plan to your medical condition, or a statement that such explanation will be provided without charge on request;
- a statement describing the Plan’s optional appeals procedures, and your right to receive information about such procedures, as well as your right to bring a lawsuit; and
- 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.”

If you file an internal appeal for medical benefits, you will continue to be covered pending the outcome of the internal appeal. This means that the Plan shall not terminate or reduce any ongoing course of treatment without providing advance notice and the opportunity for review.

Voluntary External Review

If the Group Medical Feature in which you are enrolled is not subject to a state external review process and:

- The plan either is a “grandfathered” or is not a “grandfathered” plan for purposes of the Affordable Care Act, and the adverse benefit determination involves a consideration of whether the Group Medical Feature is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act (Sections 2799A-1 and 2799A-2 of the Public Health Services Act) and implementing regulations; or
- The plan is not a “grandfathered” plan for purposes of the Affordable Care Act, and your internal appeal of a claim for benefits (not related to employee classifications or non-

covered benefits, or compliance with the surprise billing and cost-sharing protections of the No Surprises Act) under such plan is denied;

You will have the right to request an external (i.e., independent) review if you do so within four months after receiving notice of an adverse benefit determination or final internal adverse benefit determination. Within five business days after receiving your request, a preliminary review will be completed to determine whether: (i) you are/were covered under the Plan; (ii) the denial was based on your ineligibility under the terms of the Plan or whether the Plan is complying with the surprise billing and cost sharing protections of the No Surprises Act; (iii) you have exhausted the Plan's internal process, if required; and (iv) you provided all information necessary to process the external review. Within one business day after completing the preliminary review, you will be notified in writing if your appeal is not eligible for an external review or if it is incomplete. If your appeal is complete but not eligible, the notice will include the reason(s) for ineligibility. If your appeal is not complete, the notice will describe any information needed to complete the appeal. You will have the remainder of the four-month filing period or 48 hours after receiving the notice, whichever is greater, to cure any defect. If eligible for an external review, your appeal will be assigned to an independent review organization (IRO). If the IRO reverses the Plan's denial, the IRO will provide you written notice of its determination.

In addition, you will have the right to an expedited external review in the following situations:

- Following an adverse benefit determination involving a medical condition for which the timeframe for completion of an expedited internal appeal would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function and you have filed a request for an expedited internal appeal.
- Following a final internal adverse benefit determination involving (i) a medical condition for which the timeframe for completion of a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function or (ii) an admission, availability of care, continued stay, or health care item or service for which you received emergency services but have not been discharged from a facility.

The IRO will provide notice of its final external review decision as expeditiously as your medical condition or circumstances require, but not more than 72 hours after the IRO receives the request.

The Plan Administrator has the exclusive right to interpret the provisions of the Plan. Decisions of the Plan Administrator are final, conclusive, and binding. The Plan Administrator has final claims adjudication authority under the Plan. However, the Plan Administrator may delegate duties and authority to others to accomplish those duties. For instance, the applicable administrator listed in the table in Schedule A is the claims administrator for the respective plan feature; each has sole and complete discretionary authority to determine claims and appeals in accordance with the terms of the documents or instruments governing the plan in which you are enrolled.

The insurer of each “insured” ERISA plan sponsored by the Employer has sole and complete discretionary authority to administer and interpret the provisions of the plan it insures. Please see the table in Schedule A to determine whether a plan is insured and for corresponding contact information for the applicable insurer or claims administrator.

Limitation on When a Lawsuit May be Filed

All claim review procedures provided for in the applicable Component Documents must be exhausted (with the exception of the external review process, which is voluntary) before any legal action is brought. However, if you have requested an external review, you may not file a lawsuit until the external review process is concluded.

After completing that process, to the extent not otherwise specified in the applicable Component Document, if you want to bring a legal action you must do so by the earlier of the date that is (i) three years after the date you are notified of the final decision on your appeal; or (ii) the date that is three years from the date a cause of action accrued. A cause of action “accrues” when you know or should know that the Plan Sponsor or claims administrator has clearly denied or otherwise repudiated your claim. If you do not bring a legal action within this time period, you lose any rights to bring such an action against the Plan Sponsor or claims administrator.

If you fail to file a request for review in accordance with the claims procedures outlined herein and in the Component Documents, you shall have no right of review and shall have no right to bring action in any court. The denial of the claim shall become final and binding on all persons for all purposes.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan to be executed in its name and on its behalf this 11 day of February, 2025, unless otherwise noted, by a duly authorized officer of the Plan Sponsor.

OBERLIN COLLEGE

By: 

Name: Joseph S. Vitale

Title: Chief Human Resources Officer

**OBERLIN COLLEGE
HEALTH AND WELFARE BENEFIT PLAN**

**APPENDIX A
Look-Back Measurement Method**

This Appendix, effective January 1, 2025, describes the Group Medical Feature's eligibility provisions applicable to employees who are not eligible to Participate in the Group Medical Feature solely because they are not regularly scheduled to work at least 30 hours per week. In the event there is a conflict between Appendix A and another Plan provision, the Plan terms will control; provided that it is the intention of the Employer that this Appendix A be given effect to the fullest extent possible.

A. DEFINITIONS

Terms defined in the Plan shall have the same meanings when used in this Appendix, except as provided below. In addition, the following words and phrases shall have the meanings stated:

1. "Break in Service" means a period of:
 - Twenty six (26) consecutive weeks (or more) during which an Employee has no, and is not credited with any, Hours of Service, or
 - At the Plan Administrator's discretion, four (4) consecutive weeks (or more) during which an Employee has no, and is not credited with any, Hours of Service, if the period with no Hours of Service is greater than the immediately preceding period of employment.
2. "Code" means Internal Revenue Code of 1986, as amended, and regulations issued thereunder or pursuant thereto.
3. "Employee" means a person currently performing services under the Employer's control, except for employees excluded under section B.1. Employee Eligibility Requirements.
4. "Employer" means the Plan Sponsor.
5. "Hours of Service" means an hour for which an Employee is (A) paid, or entitled to payment, for the performance of duties for the Employer, or (B) entitled to payment by the Employer due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the foregoing, hours paid through disability benefits from coverage purchased by employees on an after-tax basis or hours paid solely to comply with a workers' compensation law will not be treated as hours of service.
6. "Initial Administrative Period" means the one (1) month period beginning immediately after the end of the Initial Measurement Period and ending immediately before the start of the Initial Stability Period. The Initial Administrative Period also includes the period between a new Employee's hire date and the beginning of the Initial Measurement

Period, to the extent that the Initial Measurement Period does not begin on the new Employee's date of hire.

7. "Initial Measurement Period" means the period beginning on the first day of the calendar month following the Employee's start date and ending twelve (12) months later, except that if the employee does not work during the Oberlin College summer break, the twelve (12) month period shall pause during the three (3) month summer break period and recommence thereafter. The Employer shall measure the Employee's Hours of Service during the Initial Measurement Period as described in Paragraph B of this Appendix.
8. "Initial Stability Period" means the period of time beginning immediately after the Initial Administrative Period and ending twelve (12) months later or on the first day of the first standard stability period applicable to the Employee, if later.
9. "Ongoing Employee" means an Employee who has been employed by the Employer for at least one complete Standard Measurement Period.
10. "Part-time Employee" means a new Employee who is not regularly scheduled to work 30 hours per week or more, and whom the Employer reasonably expects at the time of hire to work on average less than 30 Hours of Service per week during the Initial Measurement Period.
11. "Seasonal Employee" means an Employee who is hired into a position for which the Employer determines that the customary annual employment is six months or less and at approximately the same time each year.
12. "Standard Administrative Period" means the period beginning immediately after the end of the Standard Measurement Period and ending immediately before the start of the Standard Stability Period.
13. "Standard Measurement Period" means the twelve (12) month period ending each October 3, except that if the employee does not work during the Oberlin College summer break, the twelve (12) month period shall pause during the three (3) month summer break period and recommence thereafter. The Employer shall measure an Ongoing Employee's Hours of Service during the Standard Measurement Period as described in Paragraph B of this Appendix.
14. "Standard Stability Period" means the Plan Year (January 1 – December 31) which immediately follows the end of a Standard Measurement Period and Standard Administrative Period.
15. "Variable Hour Employee" means a new Employee who is not regularly scheduled to work 30 hours or more per week, and with respect to whom, based on the facts and circumstances at the Employee's start date, the Employer cannot reasonably determine whether the Employee will average at least 30 Hours of Service per week over the Initial Measurement Period because the Employee's hours are variable or otherwise uncertain.

B. ELIGIBILITY

1. An Employee not otherwise eligible for the Group Medical Feature solely because he or she is not regularly scheduled to work at least 30 hours per week shall be eligible for Plan participation on:
 - For an Ongoing Employee, the first day of the Plan Year following the end of the Standard Measurement Period in which the Employee averaged at least 30 Hours of Service per week.
 - For Part-time, Variable Hour and Seasonal Employees, if the Employee averages at least 30 Hours of Service per week during the Initial Measurement Period, such Employee will be eligible as of the first day of the Initial Stability Period, which shall be no later than the first of the month following 13 consecutive months after the Employee's date of hire. However, if the Employee experiences a change in employment status during the Initial Measurement Period such that, had the Employee begun employment in the new position or status, the Employee would have been expected to work at least 30 Hours of Service per week (and would not have been a Seasonal Employee), the Employee will be eligible for Plan benefits as soon as administratively practicable, but no later than the first day of the fourth full calendar month following the change, or, if earlier, the first day of the Initial Stability Period after an Initial Measurement Period during which the Employee averages at least 30 Hours of Service.
2. The Employer intends to use the look-back measurement method in Treas. Reg. §54.4980H-3(d) to determine which Ongoing, Part-Time, Variable Hour, and Seasonal Employees are eligible for benefits under the Group Medical Feature. However, the Employer retains its discretion to determine who is eligible for benefits. A person that the Employer classifies as not a full-time employee shall not be eligible to participate in the Plan's benefits, regardless of whether such person is determined by a court, the IRS or other regulatory authority to be full-time under Treas. Reg. §54.4980H.
3. To the extent that the eligibility rules in this Appendix A do not address a specific eligibility issue, the Employer shall have discretion to make eligibility determinations consistent with applicable law and regulations, including special rules for changes in employment status, special unpaid leaves of absence, and employment break periods.
4. Part-Time, Variable Hour, or Seasonal Employees who have not averaged at least 30 Hours of Service per week during the Initial Measurement Period are not eligible to participate in the Group Medical Feature under the look-back measurement method. Notwithstanding the foregoing, if an Employee returns to work after an unpaid leave of absence without a Break in Service, the Employee will be eligible for benefits upon return if the Employee returns during an Initial Stability Period or Standard Stability Period in which the Employee is eligible for Plan benefits under Paragraph B of this Appendix A. If the Employee returns to work after a Break in Service, the Employee will be treated as an Employee who has not worked an entire Standard Measurement Period to the extent permissible by law, except that the Employee will not be treated as an Employee who has not worked an entire Standard Measurement Period if the Employee

is returning to work after a leave that is for jury duty, FMLA leave, USERRA leave, state mandated or job projected leave, or any approved leave of absence.

To the extent that the Plan and/or a Plan feature's provider contracts and/or other plan documents refer to the eligibility of "employees," only individuals classified as "employees" by the Plan Sponsor are eligible to participate in such Plan feature. Independent contractors, freelancers and individuals hired through staffing firms shall not be eligible even if they are subsequently determined to be common law employees for any purpose, including without limitation, for wage, labor or tax purposes by the Internal Revenue Service, the Department of Labor or any other Federal or state agency, administrative body or court. Any such determination should have a prospective effect only.

5. If an Employee in an Initial Stability Period or Standard Stability Period fails to pay the Employee's share of the cost of coverage on a timely basis, coverage under the Group Medical Feature shall terminate on the date that payment is due, provided that the employee will have a grace period of 30 days from the date the payment is due to remit payment.

**OBERLIN COLLEGE
HEALTH AND WELFARE BENEFIT PLAN**

Schedule A

As of January 1, 2025

I. Group Medical Feature (Self-Funded), which includes prescription drug benefits and health reimbursement arrangement benefits

Claims Administrator – Medical <i>Available for Active Employees and Class 1 Retirees Only</i>	Contract/Group No.	Funding by
Medical Mutual 100 American Road Cleveland, OH 44144 Telephone: (800) 586-4509 Website: https://member.medmutual.com/user/login.aspx	590467 – 015 or 590467 – 016 for single coverage 590467 – 017 or 590467 – 018 for EE + 1 coverage 590467 – 019 or 590467 – 020 for Family Coverage	Employee and employer contributions

Claims Administrator – Pharmacy <i>Available for Active Employees and Class 1 Retirees Only</i>	Contract/Group No.	Funding by
CVS Caremark P.O. Box 52136 Phoenix, AZ 85072-2136 Telephone: (844) 283-4674 Website: https://www.caremark.com/wps/portal	A3244	Employee and employer contributions

Claims Administrator – Health Reimbursement Arrangement <i>(For or Class 1 Retirees and Active Employees enrolled in the CDHP who are not eligible for an HSA only)</i>	Contract/Group No.	Funding by
Medical Mutual 100 American Road Cleveland, OH 44144 Telephone: (866) 987-8477 Email: MMOCDHP@medmutual.com	N/A	Employee and employer contributions

Carrier – Medical <i>For Class 3 Retirees Only</i>	Contract/Group No.	Funding by
Medical Mutual Medicare Advantage Plan 100 American Road Cleveland, OH 44144 Telephone: (800) 586-4509 Website: https://member.medmutual.com/user/login.aspx	590467 – 015 or 590467 – 016 for single coverage 590467 – 017 or 590467 – 018 for EE + 1 coverage 590467 – 019 or 590467 – 020 for Family Coverage	Employer contributions

Carrier – Medicare Prescription Drug Plan Benefits <i>For Class 3 Retirees Only</i>	Contract/Group No.	Funding by
Express Scripts ATTN: Commercial Claims P.O. Box 14711 Lexington, KY 40512-4711 Telephone: (800) 282-2881	590467	Employer contributions

II. Group Dental Feature (Self-Funded)

Claims Administrator Available to Active Employees and Class 1, Class 2, and Class 3 Retirees Only	Contract/Group No.	Funding by
Superior Dental 6683 Centerville Business Parkway Centerville, OH 45459 Telephone: (800) 762-3159 Website: https://sdc.superiordental.com/	Network Only Plan: 1180 Core Plan: 565 Enhanced Plan: 1019	Employee contributions

III. Group Vision Feature

Carrier Available to Active Employees and Class 1, Class 2, and Class 3 Retirees	Contract/Group No.	Funding by
EyeMed Telephone: (866) 439-3633 Website: https://eyemed.com/en-us/contact-us/members-providers	590467	Employee contributions

IV. Group Life/AD&D Feature

Carrier Available to Active Employees and Class 1, Class 2, and Class 3 Retirees	Contract/Group No.	Funding by
Unum 1 Fountain Square Chattanooga, TN 37402 Telephone: (866) 779-1054	910823	Employer contributions

V. Group Supplemental Life/AD&D Feature

Carrier Available to Active Employees and Class 1, Class 2, and Class 3 Retirees	Contract/Group No.	Funding by
Unum 1 Fountain Square Chattanooga, TN 37402 Telephone: (866) 779-1054	910823	Employee contributions

VI. Group LTD Feature

Carrier Available to Active Employees Only	Contract/Group No.	Funding by
Unum 1 Fountain Square Chattanooga, TN 37402 Telephone: (866) 779-1054	910823	Employer contributions

VII. Group STD Feature (Self-Funded)

Claims Administrator Available to Active Employees Only	Contract/Group No.	Funding by
Oberlin College 173 West Lorain Street Oberlin, OH 44074 Telephone: (440) 775-8430	N/A	Employer contributions

VIII. Flexible Benefits Feature

Claims Administrator – Dependent Care FSA Available to Active Employees Only	Contract/Group No.	Funding by
WageWorks/Health Equity Telephone: (877) 924-3967	37680	Employee Contributions

Administrator – HSA Available to HSA-Eligible Active Employees or Class 1 Retirees Only	Contract/Group No.	Funding by
Medical Mutual Telephone: (866) 987-8477 Email: MMOCDHP@medmutual.com	N/A	Employer and employee Contributions

IX. Retiree Health Reimbursement Arrangement (Self-Funded)

Claims Administrator Available to Class 2 Retirees Only	Contract/Group No.	Funding by
Medical Mutual Telephone: (866) 987-8477 Email: MMOCDHP@medmutual.com	N/A	Employer Contributions

**OBERLIN COLLEGE
HEALTH AND WELFARE BENEFIT PLAN**

Schedule B

As of January 1, 2025

The following employees who retired from employment with the Plan Sponsor are eligible for certain, specified benefits under the Plan depending on the particular class in which they are eligible and elect to enroll:

- **Class 1 Retirees**: If you were in active employment with the Plan Sponsor for a ten (10) years or more years (continuous or noncontinuous), are age 52 or older, and are in good standing with the Plan Sponsor as defined by the Plan Sponsor in the Oberlin College Policy Regarding Retirement Benefits Program for Oberlin Employees. The benefits for which you are eligible are described in Schedule A of this Plan.
- **Class 2 Retirees**: If you were in active employment with the Plan Sponsor for a ten (10) or more years (continuous or noncontinuous), are age 62 or older, and are in good standing with the Plan Sponsor as defined by the Plan Sponsor in the Oberlin College Policy Regarding Retirement Benefits Program for Oberlin Employees, and not enrolled in other employer sponsor health coverage. The benefits for which you are eligible are described in Schedule A of this Plan. You must elect this option at the time of retirement or you will not be eligible as a Class 2 retiree in the future.
- **Class 3**: If you are age 65 or older, you were in active employment with the Plan Sponsor for a ten (10) or more years (continuous or noncontinuous), and are in good standing with the Plan Sponsor as defined by the Plan Sponsor in the Oberlin College Policy Regarding Retirement Benefits Program for Oberlin Employees. The benefits for which you are eligible are described in Schedule A of this Plan. Retirees in Class 2 may only elect this option at open enrollment after turning Age 65.

If you were a collectively bargained employee when you were in active employment with the Plan Sponsor, please review to your collective bargaining agreement materials for your eligibility.

Individuals who worked for the Plan Sponsor as temporary employees, independent contractors, or student employees are not eligible retirees and are therefore not eligible for benefits under the Plan. Moreover, any time an individual worked for the Plan Sponsor as a temporary employee, independent contract, or student employee does not count towards the ten (10) years of active service.

Note: Special Enrollment Rights may be available under certain, limited circumstances.

COBRA rights for spouses of retirees may be available when the spouse loses coverage under a group health plan due to the retiree's death, or if the retiree and their spouse are divorced or legally separated. Additionally, COBRA rights may apply to certain covered retirees and their covered spouses if the Plan Sponsor commences a bankruptcy proceeding under title 11 of the U.S. Code and these individuals lose coverage within one year or one year after the bankruptcy filing. See the COBRA Section (Section E) of this Plan for more information about COBRA and your obligation to notify the Plan of a qualifying event.