

**HEIDELBERG UNIVERSITY
Non-Grandfathered
Employee Benefit Plan C**

EFFECTIVE DATE
January 1, 2015

**FOR COVERAGE INQUIRIES OR
TO CONTACT THE CLAIMS ADMINISTRATOR:**

MUTUAL HEALTH SERVICES
P.O. Box 5700
Cleveland, Ohio 44101
Phone: (330) 666-0337 or
1-800-367-3762 National Toll Free

TABLE OF CONTENTS

INTRODUCTION.....	1
ELIGIBILITY	1
EMPLOYEE ELIGIBILITY.....	1
DEPENDENT ELIGIBILITY	2
OMNIBUS BUDGET RECONCILIATION ACT (OBRA)	3
ILLEGAL ALIEN.....	4
QUALIFIED MEDICAL CHILD SUPPORT ORDERS	4
ENROLLMENT IN THE PLAN	4
OPEN ENROLLMENT	4
WAITING PERIOD	5
SPECIAL ENROLLMENT RIGHTS	5
LATE ENROLLMENT	6
VERIFICATION OF DEPENDENT STATUS.....	6
VERIFICATION OF INCAPACITATED DEPENDENT STATUS.....	6
PREFERRED PROVIDER ORGANIZATION (PPO)	7
SCHEDULE OF BENEFITS	8
COVERED SERVICES	9
PRECERTIFICATION OF BENEFITS.....	13
COMPREHENSIVE MAJOR MEDICAL BENEFITS.....	14
BENEFITS PAYABLE	14
DEDUCTIBLE	14
LIFETIME AND ANNUAL DOLLAR LIMITS	14
OUT-OF-POCKET MAXIMUM	14
METHOD OF PAYMENT.....	14
COVERED SERVICES	15
HOSPITAL SERVICES.....	15
MEDICAL-SURGICAL BENEFITS	16
ALCOHOLISM & DRUG ABUSE BENEFITS	16
AMBULANCE SERVICE.....	16
ANESTHESIA	16
CLINICAL TRIALS.....	16
CONCURRENT MEDICAL CARE	18
CONSULTATION	18
DENTAL SERVICES	18
DIAGNOSTIC SERVICES	18
EMERGENCY SERVICES	19
HOME HEALTH CARE SERVICES.....	19
HOSPICE BENEFITS	20
HUMAN ORGAN AND TISSUE TRANSPLANTS	21
INPATIENT HOSPITAL MEDICAL CARE	23
MASTECTOMY	23
MATERNITY	23
MEDICAL SUPPLIES, EQUIPMENT, AND APPLIANCES.....	24
MENTAL HEALTH BENEFITS	25
MORBID OBESITY.....	25
OUTPATIENT MEDICAL CARE	25
PRIVATE DUTY NURSING SERVICES.....	26

SKILLED NURSING FACILITY/REHABILITATION FACILITY BENEFITS	26
SLEEP STUDIES.....	26
SURGICAL SERVICES	26
THERAPY SERVICES.....	28
URGENT CARE/WALK-IN CARE	30
WELLNESS BENEFITS	30
GENERAL LIMITATIONS AND EXCLUSIONS.....	32
PRESCRIPTION DRUG BENEFITS	39
COVERED PRESCRIPTION DRUGS.....	39
HOW THE PLAN WORKS	40
MAIL ORDER DRUG PROGRAM.....	40
EXCLUSIONS AND LIMITATIONS	40
GENERAL INFORMATION.....	42
HEALTH CARE FRAUD	50
PLAN AMENDMENTS.....	50
RIGHT TO RELEASE CLAIMS AND RECEIVE NECESSARY INFORMATION.....	50
PHYSICAL EXAMINATION	50
FACILITY OF PAYMENT.....	50
RESCISSION OF COVERAGE	50
RIGHT OF RECOVERY	50
GENETIC INFORMATION NONDISCRIMINATION ACT (GINA).....	51
LARGE CASE MANAGEMENT	51
COORDINATION OF BENEFITS.....	51
SUBROGATION AND RIGHT OF RECOVERY	52
PROVISIONS APPLICABLE TO ALL COVERAGE.....	55
TERMINATION OF EMPLOYEE COVERAGE.....	55
CONTINUATION OF COVERAGE.....	56
TERMINATION OF DEPENDENT COVERAGE	56
FAMILY AND MEDICAL LEAVE.....	57
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	58
COBRA COVERAGE.....	61
SUMMARY OF RIGHTS AND OBLIGATIONS REGARDING CONTINUATION OF COVERAGE UNDER THE BENEFIT PLAN	61
USERRA.....	66
EFFECT OF MEDICARE ON THE PLAN.....	67
DEFINITIONS.....	68
STATEMENT OF ERISA RIGHTS	82
GENERAL PLAN INFORMATION	84

INTRODUCTION

This booklet (otherwise known as the “Summary Plan Description” or “SPD”) describes the health care benefits provided by Heidelberg University for Eligible Employees and their covered Dependents. We encourage you to take the time to become familiar with this document and how best to utilize the benefits available to you.

You will find terms starting with capital letters throughout this booklet. To help you understand your benefits, most of these terms are defined in the Definitions section at the end of the booklet. As used in this booklet, the terms “you” and “your” refer to Employees eligible to participate in the Plan.

This Plan is a self-funded benefit plan. Heidelberg University has retained the services of a professional Claims Administrator to perform the day-to-day claims administration of the Plan, but the ultimate risk of loss belongs to Heidelberg University. Heidelberg University, as Plan Administrator, has the final, sole discretion to interpret the Plan, decide any questions of eligibility, and determine any benefits which are payable under the Plan.

While Heidelberg University expects in good faith to continue this Plan indefinitely, it reserves the right to amend, suspend, or terminate the Plan in whole or in part, at any time, with or without advance notice. Any amendment or modification to the Plan must be made in writing, properly adopted, and signed by an authorized representative of Heidelberg University.

ELIGIBILITY

Upon enrollment in the Plan you, your Spouse, and your eligible Dependents shall become Participants eligible for the benefits provided by this Plan, subject to the limitations contained in the applicable Plan provisions.

EMPLOYEE ELIGIBILITY

Only Employees of the Employer who meet all of the following conditions of one (1) of the following categories shall be deemed eligible for coverage as a Participant under the Plan:

- A. the Employee is employed by the Employer on a full-time basis for an average of twenty (20) hours per week; or
- B. an Employee who does not meet the requirements listed in A, above, but is a new Variable Hour Employee, or an On-Going Employee who has been employed for at least one (1) standard Measurement Period, who has been determined during the most recent Measurement Period that is applicable to such Employee to work an average of at least thirty (30) hours per week during such Measurement Period. Coverage for such Employee will become effective (or be continued) as of the first day of the next Stability Period that applies to such Employee, as long as such Employee is still employed on that date.

A new Variable Hour Employee who has a Change in Employment Status during an initial Measurement Period will be treated as a Full-Time Employee as of the earlier of:

- 1. the date following the Change in Employment Status; or
- 2. the first day of the first month following the end of the initial Measurement Period (provided the Employee averages more than thirty (30) hours of service per week during the initial Measurement Period.

A Change in Employment Status for an On-Going Employee does not change the Employee's status as a Full-Time Employee or non-Full-Time Employee during the Stability Period.

For purposes of this Plan, Change in Employment Status means a material change in the Employee's position of employment or other employment status that, had the Employee begun employment in the new position or status, the Employee would have reasonably been expected to work thirty (30) or more hours of service per week.

Participants must agree to any applicable Participant Contribution for such coverage.

DEPENDENT ELIGIBILITY

You may enroll yourself alone or you and your eligible Dependent(s). An eligible Dependent includes:

- the Employee's legal spouse. Such spouse must have met all requirements of a valid marriage contract in the state in which such parties were married; or
- the Employee's Domestic Partner.

The term "Domestic Partner" means an individual in a relationship with the Participant that meets the following requirements:

- A. it is a single, dedicated relationship of at least twelve (12) months duration;
 - B. the parties intend to remain in such relationship indefinitely;
 - C. the parties share the same permanent residence, and have done so for at least twelve (12) months;
 - D. the Participant and the other person are not related by blood or a degree of closeness that would prohibit marriage under the laws of the state in which they reside;
 - E. they are both at least eighteen (18) years of age;
 - F. they are both mentally competent to consent to contract;
 - G. neither of them are currently married or in a Domestic Partnership with another person under either statutory or common law; and
 - H. they are financially interdependent with each other, and able to provide, from time to time, upon the request of the Plan Administrator, at least two (2) of the following documents evidencing such financial interdependence;
 - 1. joint ownership in real property or a common leasehold interest in real property;
 - 2. common ownership of an automobile;
 - 3. a joint bank account;
 - 4. a will that designates either as the primary beneficiary of the other;
 - 5. a beneficiary designation form for a retirement plan or life insurance policy that is signed and completed to the effect that one of them is the beneficiary of the other; or
 - 6. if they reside in a city, state or province that provides for registration of domestic partners, evidence of such registration.
- a child who:
 - 1. meets the requirements of one (1) of the following categories:

- a) is the Participant's natural child, adopted child, stepchild, Foster Child, a child for whom the Participant has Legal Guardianship, a child of a Domestic Partner or is a child Placed For Adoption with the Participant; or
 - b) is a child who is related to the Participant who is considered a "Dependent" of the Participant for tax exemption purposes under Section 152 of the Internal Revenue Code of 1986, as amended; and
2. is less than twenty-six (26) years of age. Such child will remain an eligible Dependent until the end of the month in which he or she turns age twenty-six (26) or is otherwise no longer meets the requirements listed above. The age requirement above is waived for any unmarried child who is Totally Disabled, incapable of self-sustaining employment due to a mental or physical handicap and primarily dependent upon the Participant for support and maintenance. Proof of incapacity must be furnished to the Plan Administrator, or its designee, within thirty-one (31) days of the date the child's coverage would have ended due to age.

The Plan Administrator has the right to obtain sufficient proof of Dependent status from any Participant under the Plan who is requesting coverage of his or her Dependents.

The term "Dependent" excludes these situations:

- a spouse who is legally separated or divorced from the Employee. Such separation/divorce must have met all the requirements of a valid legal separation or divorce in the state granting it;
- any spouse or Domestic Partner on active military duty in any military service of any country; or
- any person who is covered under this Plan as an Employee, or as the Dependent of another Employee.

If both Spouses are Employees of Heidelberg University, both may elect coverage, but only one may elect Dependent coverage. In no event may an individual be covered both as an Employee and as a Dependent under the Plan. Dependent children may be covered as Dependents of either Spouse, but not both. In no event will a Dependent's coverage become effective before an Employee's coverage.

An Employee's Dependent child will not lose eligibility for coverage under the Plan as a result of the child becoming eligible for coverage as an Employee under the Plan. However, such individual must choose between coverage under the Plan as either an Employee or a Dependent, not both.

OMNIBUS BUDGET RECONCILIATION ACT (OBRA)

In compliance with the Omnibus Budget Reconciliation Act (OBRA) of 1993, the following provisions apply to dependent coverage:

- Adopted children are eligible for coverage immediately upon placement with the family.
- If an eligible Employee who is covered under this Plan is divorced, the children of that Employee are eligible Dependents for the Plan, regardless of other Dependent qualifications, if the eligible Employee is court ordered to provide coverage. If the eligible Employee or legal Spouse has obtained a Qualified Medical Child Support Order (QMCSO), coverage will also be provided. The Dependent may not be terminated from coverage as long as the Employee is eligible for coverage and the court order is still in effect.

ILLEGAL ALIEN

Eligible Dependent shall not include any Illegal Alien. For purposes of this Plan, Illegal Alien shall mean a person who (1) is not a citizen of the United States, (2) is not lawfully admitted to the United States for permanent residence, and (3) is not authorized for employment within the United States by the United States Immigration and Naturalization Service or the Attorney General of the United States.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

If you are required by a "Qualified Medical Child Support Order", as defined in the Omnibus Budget Reconciliation Act of 1993 (OBRA 93), to provide coverage for your children, you can enroll these children as timely enrollees as required by OBRA 93. If you are not already enrolled in the Plan, you must also enroll at the same time.

When the Plan Administrator receives an order by a court or other authorized state agency for an Employee to provide coverage for his or her child(ren), the Plan Administrator will review the order to determine whether it is a "Qualified Medical Child Support Order", entitled to enforcement by the Plan. The Plan's procedures for reviewing these orders are available, without charge, upon written request to the Plan Administrator.

ENROLLMENT IN THE PLAN

An Employee contribution towards the cost of the Plan is required by Heidelberg University for participation in the Plan. You are required to complete an enrollment form and return such form to the Human Resource Department within 31 days from the date you are eligible to enroll. You must furnish such information regarding your age, family status and other relevant matters as may be required.

You must enroll within 31 days of becoming eligible. If you enroll after the initial 31-day enrollment period, you must follow the open enrollment or special enrollment provisions.

NOTE: Newborn children: If the Plan Participant has previously enrolled in Dependent coverage and continues to cover his or her eligible Dependents, newborns will be eligible under this plan on the date of the new child's birth. However, no claims will be paid until a completed enrollment form is received by the Claims Administrator.

Plan Participants who have not previously enrolled for Dependent coverage will be required to complete and submit an enrollment form for the Newborn within 31 days of the child's birth for the child to be considered for coverage.

OPEN ENROLLMENT

Open enrollment will occur during the month of November with coverage becoming effective on January 1st. Open enrollment is available to Employees who initially did not enroll in the health care plan and for Employees and/or Dependents that did not enroll at the time that a special enrollment occurred.

WAITING PERIOD

Coverage for a newly hired Employee (and eligible enrolled Dependents) may begin as early as your hire date up to thirty-one (31) days from your date of hire. **You must select an effective date or coverage will default to the date of hire and all premiums due will be calculated based upon that date.** That means the first payroll deduction may include a pro-rated amount and / or may be more than the typical monthly or bi-weekly amount.

If you do not return your enrollment form within 31 days of hire, you will be considered to have “opted out” (waived) coverage and will not be eligible to enroll in the benefits plan until the next open enrollment period or until you have a qualifying event (e.g., loss of other coverage).

Employees rehired after a break in service from an eligible position of less than 10 days are covered effective the date of rehire into an eligible position. Enrollments based on a qualifying event are effective the date of that qualifying event.

SPECIAL ENROLLMENT RIGHTS

You or your eligible Dependent who has declined the coverage provided by this Plan may enroll for coverage under this Plan during any special enrollment period if you lose coverage or add a Dependent for the following reasons, as well as any other event that may be added by federal regulations:

1. In order to qualify for special enrollment rights because of loss of coverage, you or your eligible Dependent must have had other group health plan coverage at the time coverage under this Plan was previously offered. You or your eligible Dependent must have also stated, in writing, at that time that coverage was declined because of the other coverage, but only if the Plan required such a statement at the time coverage was declined, and you were notified of this requirement and the consequences of declining coverage at that time.
2. If coverage was non-COBRA, loss of eligibility or the Group's contributions must end. A loss of eligibility for special enrollment includes:
 - a. Loss of eligibility for coverage as a result of legal separation or divorce
 - b. Cessation of Dependent status (such as attaining the maximum age to be eligible as a dependent child under the Plan)
 - c. Death of an Eligible Employee
 - d. Termination of employment
 - e. Reduction in the number of hours of employment that results in a loss of eligibility for plan participation (including a strike, layoff or lock-out)
 - f. Loss of coverage that was one of multiple health insurance plans offered by an employer, and the Eligible Employee elects a different plan during an open enrollment period
 - g. An individual no longer resides, lives, or works in an HMO Service Area (whether or not within the choice of the individual), and no other benefit package is available to the individual through the other employer
 - h. A situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual
 - i. A situation in which an individual incurs a claim that would meet or exceed a medical plan lifetime limit on all benefits (additional requirements apply)

- j. Termination of an Employee's or Dependent's coverage under Medicaid or under a state child health insurance plan (CHIP)
 - k. The Employee or Dependent is determined to be eligible for premium assistance in the Group's plan under a Medicaid or CHIP plan
3. If you or your eligible Dependent has COBRA coverage, the coverage must be exhausted in order to trigger a special enrollment right. Generally, this means the entire 18, 29 or 36-month COBRA period must be completed in order to trigger a special enrollment for loss of other coverage.
4. Enrollment must be supported by written documentation of the termination of the other coverage with the effective date of said termination stated therein. With the exception of items "j" (termination of Medicaid or CHIP coverage) and "k" (eligibility for premium assistance) above, notice of intent to enroll must be provided to the Plan no later than thirty-one (31) days following the triggering event with coverage to become effective on the date the other coverage terminated. For items "j" and "k" above, notice of intent to enroll must be provided to the Plan within sixty (60) days following the triggering event, with coverage to become effective on the date of the qualifying event.

If you have a new Dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your eligible Dependents, provided that you request enrollment within thirty-one (31) days after the marriage, birth, adoption or placement for adoption.

LATE ENROLLMENT

If you do not enroll when initially eligible or during a special enrollment period, you and your eligible Dependents may apply for coverage under the Plan only during the Plan's Open Enrollment period.

VERIFICATION OF DEPENDENT STATUS

The Claims Administrator may require documentation proving Dependent status, including, but not limited to, birth certificates, spousal marriage records, or initiation of legal proceedings severing spousal or parental rights.

VERIFICATION OF INCAPACITATED DEPENDENT STATUS

The Claims Administrator may require, at reasonable intervals, subsequent proof that such Dependent child continues to be an incapacitated Dependent. The Claims Administrator reserves the right to have such incapacitated Dependent examined by a Physician of the Plan's choice, at the Plan's expense, to determine that the incapacitated Dependent is or continues to be Totally Disabled. Coverage under the Plan will cease when such Dependent child ceases to be an incapacitated Dependent, or when such Dependent child ceases to meet the requirements to be considered a Dependent under the Plan. Once this has occurred, the child cannot be re-enrolled in the Plan.

PREFERRED PROVIDER ORGANIZATION (PPO)

A Preferred Provider Organization (PPO) is a group of Hospitals, Physicians, and other Health Care Providers who have agreed to work with an organization to help control health care costs by negotiating reduced fees. The PPO helps employers contain the skyrocketing cost of providing health benefits. The PPO encourages Covered Persons to be cost-minded and become "Partners in Health Care". By using more cost-effective Preferred Providers, you will help stabilize health care coverage costs both to you and to your benefit plan. The PPO also protects your freedom to choose any Physician or Hospital you desire. Alternatives to the PPO include reducing your benefits and increasing your cost. The PPO is a much more attractive solution. The PPO will save you money. The PPO providers have agreed to charge cost-effective rates. You can use any Physician and any health care facility that qualifies under your health plan the same as you have in the past. You make the choice of using or not using a Preferred Provider each time you require services.

Primary Service Area:**Medical Mutual
Supermed PPO****Phone: 1-888-241-2583
Website: www.medmutual.com****Outside of the Primary Service Area:****First Health****Phone: 1-800-889-0277
Website: www.firstthehealth.com**

You may also view and print a copy of the provider directory by visiting the website listed above. You may request a printed copy of the provider directory by contacting the PPO phone number listed above. There is no charge for the directory.

**SCHEDULE OF BENEFITS
COMPREHENSIVE MAJOR MEDICAL BENEFITS**

Precertification Review: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by \$300.00.

All benefits will be based upon Allowed Amount

Overall Benefit Period Maximum.....Unlimited

Network (PPO Providers)

Calendar Year Deductible:

Per Individual	\$2,600.00
Per Family.....	\$5,000.00

After the Deductible is met all eligible charges will be paid at 100% for that individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including any applicable Copayments, Deductible, and Coinsurance):

Per Individual	\$2,600.00
Per Family.....	\$5,000.00

Non-Network (Non-PPO Providers)

Calendar Year Deductible:

Per Individual	\$2,600.00
Per Family.....	\$5,000.00

After the Deductible is met all eligible charges will be paid at 60% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including the Copayments, Deductible, and Coinsurance except as specifically stated in Covered Services):

Per Individual	\$7,600.00
Per Family.....	\$15,000.00

Network and Non-Network Cross Apply

COVERED SERVICES

Subject to Deductible unless otherwise stated:

	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>

Emergency Services

Emergency Room (Medical/Accident) including Ancillaries and Physician100%

Non-Emergency Room (Including Ancillaries and Physician)..... 100% 60%

Inpatient Services

Anesthesia.....100% 60%

Consultations.....100% 60%

Newborn Care.....100% 60%

Institutional Services100% 60%

Physical Medicine and Rehabilitation100% 60%

Professional Services100% 60%

Skilled Nursing Facility.....100% 60%
(100 days per benefit period maximum combined in and out of network)

Surgical Services100% 60%

Mental Illness, Alcoholism and Drug Abuse

In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.

Office Visit (Illness/Injury)

Physician Office Visit/Consultations.....100% 60%

Specialist Office Visit/Consultations.....100% 60%

Urgent Care Provider Office Visits.....100% 60%

Urgent Care Related Services will be paid based on the services rendered

Outpatient Services

Allergy Testing/Treatment.....100% 60%

Diagnostic Imaging/Lab/Medical Tests/X-ray.....100% 60%

Home Health Care.....100% 60%*
(60 visits per benefit period maximum combined in and out of network)

*does not apply to the Out-of-Pocket Maximum

Immunizations (not required by PPACA).....100% 60%

Pre-Admission Testing.....100% 60%

COVERED SERVICES

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Outpatient Services</u>		
Surgical Services.....	100%	60%
Including: Oral surgery, anesthesia, assistant surgeon and surgery facility		
<u>Outpatient Therapy</u>		
Cardiac Rehabilitation.....	100%	60%
(36 visits per benefit period maximum combined in and out of network)		
Chemotherapy and Radiation Therapy.....	100%	60%
Chiropractic.....	100%	60%
(12 visits per benefit period maximum combined in and out of network)		
Dialysis Treatment.....	100%	60%
Hyperbaric and Pulmonary Therapy.....	100%	60%
Physical and Occupational Therapy.....	100%	60%
(Combined: 40 visits per benefit period maximum combined in and out of network)		
Speech Therapy.....	100%	60%
(20 visits per benefit period maximum combined in and out of network)		
<u>Preventive/Routine/Well Child Care- not subject to Deductible in network</u>		
Health Care Reform Preventive Benefits.....	100%	paid based on services rendered
<u>Including but not limited to:</u>		
Women's Preventive Health Benefits.....	100%	paid based on services rendered
Immunizations (per PPACA).....	100%	60%
Physical Exam.....	100%	60%*
*does not apply to the Out-of-Pocket Maximum		
Prostate Exam.....	100%	60%
Bone Density Tests.....	100%	60%
All Endoscopic Services.....	100%	60%
Lab, Medical Tests and X-rays.....	100%	60%
Mammogram (ages 40 and over, 1 per benefit period).....	100%	60%
Pap Tests (includes GYN exam).....	100%	60%
PSA Tests.....	100%	60%

COVERED SERVICES

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>

Preventive/Routine/Well Child Care- not subject to Deductible in network

Well Child Care (birth to age 21).....	100%	60%
Including but not limited to: exams, hearing and vision exams, immunizations and labs		

Additional Services

Abortions (elective and therapeutic).....	100%	60%
Ambulance.....	100%	60%
Clinical Trials.....	Benefits paid based on services rendered	
Durable Medical Equipment.....	100%	60%
Custom fitted foot orthotics limited to one (1) per foot per benefit period		
Wigs.....	100%	60%
Hospice.....	100%	60%*
*does not apply to the Out-of-Pocket Maximum		
Medical Supplies.....	100%	60%
Oral Accident.....	100%	60%
Organ Transplant.....	100%	60%
Private Duty Nursing.....	100%	60%
Therapeutic Injections.....	100%	60%
TMJ.....	100%	60%

PPO PROVISIONS

In the following situations, services rendered by a Non-Network provider will be considered at the Network level:

- Ancillary providers rendering care in a PPO facility (i.e.: pathologist, radiologist, anesthesiologist, emergency room physician);
- If a Covered Person has no choice of network providers in the specialty that the Covered Person is seeking within the PPO service area;
- If a Covered Person is out of the PPO and requires medical care;
- When a PPO provider utilizes the services of a Non-PPO provider for the reading or interpretation of x-ray or laboratory tests;
- If a Covered Person does not live within a 30 mileage radius of a PPO facility;
- Eligible Dependent Children who reside outside of Primary PPO service area.

However, in these instances, the individual may be responsible for charges in excess of the Allowed Amount. Please call the Claims Administrator if you believe any of these provisions apply to you.

PRESCRIPTION DRUG BENEFITS

Preventive Prescription Drugs in compliance with PPACA Plan pays 100%

Calendar Year Deductible (combined with Medical Network Deductible):

Per Individual	\$2,600.00
Per Family	\$5,000.00

Retail Copayment (30 day supply):

Generic.....	\$5.00 after Deductible
Formulary	\$20.00 after Deductible
Non-Formulary	\$40.00 after Deductible

Mail Order Copayment (90 day supply):

Generic.....	\$10.00 after Deductible
Formulary	\$40.00 after Deductible
Non-Formulary	\$80.00 after Deductible
Specialty Drugs 30 day supply; mail order only.....	lesser of 20% or \$150.00 after Deductible

Copayment Out-of-Pocket Maximum Retail and Mail Order Combined per Calendar Year:

Per Individual.....	\$1,250.00
Per Family	\$2,500.00

If a brand name Prescription Drug is dispensed, and a generic equivalent Prescription Drug is available to fill the prescription, the Covered Person will pay the difference in cost between the brand name and its generic equivalent, in addition to the generic equivalent Copayment shown above.

PRECERTIFICATION OF BENEFITS

The precertification program is administered by the Managed Care division of Medical Mutual. This program is designed to ensure medical necessity, to reduce unnecessary hospital admissions, and to ensure that health care services are delivered in the most cost-efficient manner, while keeping quality, as well as cost, in mind. This program also provides a means of getting answers to your health care questions and considering alternatives to a hospital stay.

Inpatient admissions and certain outpatient tests, procedures and equipment require precertification, also known as prior approval. Contracting hospitals and providers in Ohio will assure that any required prior approval is obtained for you. For Non-contracting hospitals and providers, as well as for hospitals and providers outside Ohio, you are responsible for obtaining prior approval. Failure to pre-certify may subject you to significant monetary penalties, up to and including all billed charges.

Examples of services that may require precertification (prior approval) are:

- All hospital admissions
- Reconstructive surgeries
- Durable medical equipment and devices
- MRI's and PET scans
- Therapy
- Home health care

For a complete and current listing, please contact the Customer Care Center at the phone number shown on your identification card. Be sure to check this listing before services are received, as the information is subject to change.

Emergency Admissions

An emergency or urgent admission refers to a situation that requires immediate Hospitalization. In such case, the patient or his or her authorized representative must call Medical Mutual within 48 business hours of admission and provide them with the pertinent information concerning the admission, to avoid the patient being responsible for all billed charges for that emergency admission.

Medical-Surgical
(800) 338-4114

Behavioral Health
(800) 258-3186

COMPREHENSIVE MAJOR MEDICAL BENEFITS

BENEFITS PAYABLE

If you or a Dependent incur covered expenses after the effective date of your major medical coverage, payment will be made, at the appropriate Coinsurance level, for expenses Incurred during a Calendar Year which exceed the Deductible (and any applicable Copayment amounts) as listed in the Schedule of Benefits. These percentages apply until the Covered Person reaches the Out-of-Pocket Maximum; then eligible expenses will be payable at 100% of the Allowed Amount, unless otherwise specified, until the end of the Calendar Year.

DEDUCTIBLE

The Deductible will be applied only once during a Calendar Year.

Common Accident Deductible

If two or more Covered Persons of a family are injured in the same accident, only one Deductible will be applied toward those eligible expenses, which directly resulted from Injuries Incurred by family members in the same accident.

LIFETIME AND ANNUAL DOLLAR LIMITS

The Essential Health Benefits that may be provided by your Plan are not subject to a lifetime or annual dollar limit. Plan benefits that are not defined as Essential Health Benefits may have a lifetime and/or annual dollar limit as shown in the Schedule of Benefits.

OUT-OF-POCKET MAXIMUM

The Out-of-Pocket Maximum applies each Calendar Year. Once a Covered Person has met the Out-of-Pocket Maximum, benefits for that Covered Person's eligible expenses will be payable at 100% of the Allowed Amount for the remainder of the Calendar Year. The Out-of-Pocket Maximum does not include penalties for pre-certification non-compliance or charges exceeding the Allowed Amount.

METHOD OF PAYMENT

Your Benefit Plan bases its payment for Covered Services upon the Allowed Amount. These Covered Services will be paid at a rate that is equal to or lower than the Allowed Amount.

COVERED SERVICES

The following are Covered Services, payable as outlined in the Schedule of Benefits, and subject to the other terms, conditions and limitations described in this booklet.

HOSPITAL SERVICES

When you or your Dependent is admitted as a bed patient or as an outpatient to any state approved Hospital, the following services will be covered as needed and to the extent available for:

Inpatient Hospital Services - bed, board, and general nursing services:

- A room with two or more beds;
- A private room. The private room allowance is the Hospital's average semi-private room rate;
- A bed in a special care unit approved by the Plan. The unit must have facilities, equipment and supportive services for intensive care of critically ill patients; and
- Miscellaneous Hospital expenses for a physical Injury or Illness received by a Covered Person while the Covered Person is Confined in a Hospital.

Ancillary Services - Inpatient and Outpatient; include but are not limited to:

- Operating, delivery and treatment rooms and equipment;
- Prescribed drugs;
- Anesthesia, anesthesia supplies and services given by an employee of the Hospital or Other Provider;
- Medical and surgical dressings, supplies, casts and splints;
- Diagnostic services; and
- Therapy services.

Blood and Blood Plasma

Whole blood, blood plasma, and blood products when not replaced by donation are eligible. This includes the processing and administration of services.

Outpatient Hospital Services

- **Diagnostic:** Lab and x-ray services.
- **Emergency Accident Care:** Services and supplies to treat injuries caused by an accident;
- **Emergency Medical Services:** for treatment of a medical condition;
- **Operating room and supplies;**
- **Preadmission Testing:** Outpatient tests and studies performed prior to a scheduled Hospital admission. Benefits are payable as shown in the Schedule of Benefits;
- **Surgery:** Surgical services and supplies.

MEDICAL-SURGICAL BENEFITS

In general, the Plan will pay for eligible charges for services that include the following:

ALCOHOLISM & DRUG ABUSE BENEFITS**Inpatient Benefits**

The charges for inpatient services are payable as listed in the Schedule of Benefits.

Benefits are provided for inpatient and partial Hospitalization Alcoholism and Drug Abuse care only at a licensed facility. Inpatient services must be pre-certified before admission.

Outpatient Benefits

The charges for outpatient services are payable as listed in the Schedule of Benefits.

Benefits are provided for outpatient care by a licensed Psychologist, Psychiatrist, or Licensed Social Worker. Coverage will include services provided in a certified Day Treatment Program.

AMBULANCE SERVICE

Transportation by a vehicle designed, equipped and used only to transport the sick and injured:

- From the Covered Person's home, scene of accident or medical emergency to a Hospital;
- Between Hospitals;
- Between Hospital and Skilled Nursing Facility;
- From a Hospital or Skilled Nursing Facility to the Covered Person's home.

Trips must be to the closest facility that can provide Covered Services appropriate for the Covered Person's Condition unless the Plan Administrator determines that a longer trip was Medically Necessary. If none, coverage is available for trips to the closest such facility outside the Covered Person's local area. Air ambulance service is covered under the Plan when Medically Necessary.

Transportation services provided by an ambulette or wheelchair van are not Covered Services.

ANESTHESIA

This Plan covers anesthesia for any Covered Service when administered by a Physician or Other Provider who is not the surgeon or the assistant at surgery. Some anesthesiologists are not considered in-network providers. Many anesthesiologists are independent contractors and not Hospital employees.

CLINICAL TRIALS

Benefits are provided for Routine Patient Costs administered to a Covered Person participating in any stage of an Approved Clinical Trial, if that care would be covered under the plan if the Covered Person was not participating in a clinical trial.

In order to be eligible for benefits, the Covered Person must meet the following conditions:

1. The Covered Person is eligible to participate in an Approved Clinical Trial, according to the trial protocol with respect to treatment of cancer or other Life-threatening Conditions.
2. Either:
 - a. The referring Provider is a PPO Network Provider and has concluded that the Covered Person's participation in such trial would be appropriate based upon the Covered Person meeting the conditions described in "1" above; or
 - b. The Covered Person provides medical and scientific information establishing that his or her participation in such trial would be appropriate based upon the Covered Person meeting the conditions described in "1" above.

If the clinical trial is not available from a PPO Network Provider, the Covered Person may participate in an Approved Clinical Trial administered by a Non-Contracting Provider. However, the Routine Patient Costs will be covered at the Non-Contracting Amount, and the Covered Person may be subject to balance billing up to the Provider's Billed Charges for the services.

"Approved Clinical Trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or Condition and is described in any of the following:

- A federally funded trial.
- The study or investigation is conducted under an Investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an Investigational new drug application.

"Life-threatening Condition" means any disease or Condition from which the likelihood of death is probable unless the course of the disease or Condition is interrupted.

"Routine Patient Costs" means all health care services that are otherwise covered under the Group Contract for the treatment of cancer or other Life-threatening Condition that is typically covered for a patient who is not enrolled in an Approved Clinical Trial.

"Subject of a Clinical Trial" means the health care service, item, or drug that is being evaluated in the Approved Clinical Trial and that is not a Routine Patient Cost. No benefits are payable for the following:

- A health care service, item, or drug that is the subject of the Approved Clinical Trial;
- A health care service, item, or drug provided solely to satisfy data collection and analysis needs and that is not used in the direct clinical management of the patient;
- An Experimental or Investigational drug or device that has not been approved for market by the United States Food and Drug Administration;
- Transportation, lodging, food, or other expenses for the patient, or a family member or companion of the patient, that are associated with the travel to or from a facility providing the Approved Clinical Trial;
- An item or drug provided by the Approved Clinical Trial sponsors free of charge for any patient;
- A service, item, or drug that is eligible for reimbursement by an entity other than Medical Mutual Market, including the sponsor of the Approved Clinical Trial;
- A service, item, or drug that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

CONCURRENT MEDICAL CARE

The Plan covers care for a medical Condition by a Physician who is not the Covered Person's surgeon while in the Hospital for surgery. Care by two or more Physicians during one Hospital stay when the nature or severity of the Covered Person's Condition requires the skills of separate Physicians is also covered.

CONSULTATION

A personal bedside examination by another Physician when requested by the Covered Person's attending Physician. Staff consultations required by Hospital rules are excluded.

DENTAL SERVICES**For Accidental Injury**

Dental services rendered by a Physician or dentist for an accidental Injury to the jaw, sound natural teeth, mouth or face which are required as a result of an accident. Injury as a result of chewing or biting is not considered an accidental Injury. Charges related to the care of an Injury to the mouth, teeth or gums. Treatment must begin within ninety (90) days of the accident and be rendered within three hundred sixty-five days (365) of such accident.

Oral Surgery

Oral surgical services, including related x-rays and anesthesia, but limited to the following procedures:

- Surgical removal of impacted teeth, including full bony, partial bony and soft tissue impactions;
- Charges for facility and anesthesia services in connection with dental procedures if it is Medically Necessary that such procedures be performed in a non-office setting due to the Covered Person's underlying medical condition or age. The dental procedure itself is only covered if otherwise listed as a Covered Expense under this Plan;
- Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof, and floor of the mouth;
- Surgical procedures to correct injuries to the jaw, cheeks, lips, tongue, roof, and floor of the mouth;
- Excision of extosis (bony outgrowth) of the jaws and hard palate;
- Frenotomy (incision of the membrane connecting the tongue to the floor of the mouth);
- Incision of drainage of cellulitis (tissue inflammation) of the mouth;
- Incision of accessory sinuses, salivary glands, or ducts;

DIAGNOSTIC SERVICES

The following services when performed for diagnosis of a Condition, disease, or Injury and the Physician's interpretation of these exams are covered under your Plan:

- Radiology, ultrasound and nuclear medicine;
- Laboratory and Pathology Services;
- Diagnostic Medical Examinations such as EKG's and EEG's, MRI's;
- Cardiographic, Encephalographic and Radioisotope Tests;

- Allergy Testing

Diagnostic services may be provided either in or out of a Hospital.

EMERGENCY SERVICES

“Stabilize” means, to provide such medical treatment of an Emergency Medical Condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the Condition is likely to result from or occur during the transfer of the individual from a facility.

Your Plan covers Emergency Services for an Emergency Medical Condition treated in any Hospital emergency department.

Your Plan will not require prior authorization or impose any other administrative requirements or benefit limitations that are more restrictive if you receive Emergency Services from an out of network provider. However, an out of network provider of Emergency Services may send you a bill for any charges remaining after your Plan has paid (this is called “balance billing”).

Except where your Plan provides a better benefit, your Plan will apply the same Copayments and Coinsurance for out of network Emergency Services as it generally requires for in network Emergency Services. A Deductible may be imposed for out of network Emergency Services, only as part of the Deductible that generally applies to out of network benefits. Similarly, any Out-of-Pocket Maximum that generally applies to out of network benefits will apply to out of network Emergency Services.

Your Plan will calculate the amount to be paid for out of network Emergency Services in three different ways and pay the greatest of the three amounts: 1) the amount your Plan pays to in network providers for the Emergency Services furnished (this calculation is not required if your Plan does not have negotiated per service amounts with in network providers for the services furnished); 2) the amount that would be paid using the same method your Plan generally uses to determine payment for out of network services but substituting in network Copayments and Coinsurance amounts; and (3) the amount that would be paid under Medicare for the services provided. All three of these amounts are calculated before application of any network Copayments or Coinsurance.

HOME HEALTH CARE SERVICES

This section applies only if charges for home care services are not covered elsewhere in the Plan. A licensed or Medicare-certified home health agency or certified rehabilitation agency must provide or coordinate the services. A Covered Person should make sure the agency meets this requirement before services are provided. The Plan will pay benefits for charges for the following services:

- Part-time or intermittent home nursing care by or under the supervision of a registered nurse;
- Part-time or intermittent home health aide services when part of the home care plan. The services must consist solely of care for the patient. A registered nurse or medical social worker must supervise them;
- Physical or occupational therapy or speech-language pathology or respiratory care;

- Medical supplies, drugs, and medications prescribed by a Physician; laboratory services by or on behalf of a Hospital is needed under the home care plan. These items are covered to the extent they would be if the Covered Person had been Hospitalized;
- Nutrition counseling provided or supervised by a registered dietician;
- Evaluation of the need for a home care plan by a registered nurse, Physician extender, or medical social worker. The Covered Person's attending Physician must request or approve this evaluation.
- Home care is not covered unless the Covered Person's attending Physician certifies that (a) Hospitalization or Confinement in a licensed Skilled Nursing Facility would be needed if the Covered Person didn't have home care; and (b) members of the Covered Person's immediate family, or others living with the Covered Person couldn't give the Covered Person the care and treatment he/she needs without undue hardship.
- If the Covered Person was hospitalized just before home care started, the Covered Person's primary Physician during his/her Hospital stay must also approve the home care plan.
- Each visit by a person providing services under a home care plan, evaluating the Covered Person's need or developing a plan counts as one visit. Each period of up to four straight hours of home health aide services in a 24-hour period counts as one home care visit.

HOSPICE BENEFITS

Hospice services consist of health care services provided to a Covered Person who is a patient with a reduced life expectancy due to advanced illness. Hospice services must be provided through a Hospice Facility or a Hospice program sponsored by a Hospital or Home Health Care Agency. Hospice services may be received by the Covered Person in a private residence.

Benefits for Hospice services are available when the prognosis of life expectancy is six months or less. Benefits may exceed six months should the patient continue to live beyond the prognosis for life expectancy. The following services and supplies are eligible:

- Professional services of a registered or licensed practical nurse;
- Treatment by physical means, occupational therapy, and speech therapy;
- Medical and surgical supplies;
- Prescription Drugs; (these Prescription Drugs must be required in order to relieve the symptoms of a condition, or to provide supportive care);
- Oxygen and its administration;
- Medical social services, such as the counseling of patients;
- Home health aide visits;
- Acute inpatient Hospice services;
- Respite care;
- Dietary guidance; counseling and training needed for a proper dietary program;
- Durable Medical Equipment; and

- Bereavement counseling by a licensed social worker or licensed pastoral counselor for the Covered Person's immediate Family who are also Covered Persons under this Plan during the bereavement period and within six (6) months of the Covered Person's death.

A treatment plan must be developed and submitted to the Plan by the Covered Person's Physician and the Provider of the Hospice services. The treatment plan must be approved by the Plan.

Non-covered Hospice services include, but are not limited to:

- Volunteer services;
- Spiritual counseling;
- Homemaker services;
- Food or home delivered meals;
- Custodial Care, rest care or care which is provided solely for someone's convenience.

HUMAN ORGAN AND TISSUE TRANSPLANTS

Prior approval must be obtained for benefits to be provided for Human Organ and Tissue Transplant Services, except for a cornea or kidney transplant. To obtain approval, contact the Claims Administrator as soon as your Physician suggests that your condition may require a transplant.

A list of PPO Provider transplant facilities can be obtained by contacting the Customer Care Center at the phone number shown on your identification card. If you receive your transplant from a PPO Provider facility, Covered Services will be payable at the designated level of benefits for organ transplants, subject to any Deductible and Coinsurance set forth in the Schedule of Benefits. Failure to use a PPO Provider facility will increase your out-of-pocket expense significantly. Refer to the Schedule of Benefits for any additional penalty that may apply.

Charges related to a Medically Necessary, non-Experimental human organ or tissue transplant. Covered Expenses include services and supplies in connection with the transplant that are otherwise Covered Expenses under this Plan. In addition, the following expenses will also be covered under this Plan:

1. charges for obtaining donor organs or tissues when the recipient is a Covered Person under this Plan. When the recipient has his or her own health coverage, such coverage will pay the expenses first. Any conflict between the two (2) coverages will be resolved at the discretion of the Plan Administrator. Donor charges include those for:
 - a. evaluating the organ or tissue;
 - b. removing the organ or tissue from the donor; and
 - c. transportation of the organ or tissue from within the United States and Canada to the place where the transplant is to take place; and
2. charges related to donor testing to find a suitable donor.

Tissue Transplants

Benefits are payable for Tissue Transplants and all related charges which are described as Covered Services.

Benefits are payable as shown in the Schedule of Benefits for the following transplants:

- Cornea transplants;
- Allogenic and autologous bone marrow transplants for certain diagnoses.

In order for a tissue transplant to be considered eligible, it must not be considered Experimental and/or Investigative. The procedure must be a nationally acceptable protocol for the diagnosis requiring the transplant. Coverage may be provided for transplants that are still undergoing clinical trials if FDA approved and medical necessity is determined by a peer review organization.

Stem Cell Harvest without a planned transplant are payable only when in relation to diagnosis of:

- Acute Myelogenous Leukemia
- Acute Lymphoblastic Leukemia
- Pediatric Tumors

Human Organ Transplants

Benefits are payable for Human Organ Transplants and all related charges which are described as Covered Services including the acquisition, preparation, transportation, and storage of the human organ.

Benefits are payable as shown in the Schedule of Benefits for the following transplants:

- Heart transplants;
- Heart/Lung transplants;
- Liver transplants;
- Lung transplants;
- Pancreas transplants;
- Kidney transplants.

Additional transplant procedures may be eligible for coverage. If you require an organ transplant not specified above, contact the Claims Administrator for prior approval.

Exclusions

The following are not covered under this section. The Plan provides no benefits for:

- Lodging expenses, including meals;
- Expenses related to the recipient's transportation, except for Medically Necessary professionally licensed ambulance services as stated in this Plan;
- The purchase price of any bone marrow, organ, or tissue that is sold rather than donated;
- Treatment, services, and supplies not ordered by a Physician or surgeon;
- Transplants involving non-human or artificial organ or tissues;
- Human-to-human bone marrow, organ, or tissue transplants other than those specifically covered under this section;
- Treatment, services, and supplies not covered by the Plan.

INPATIENT HOSPITAL MEDICAL CARE

The Plan covers Physician's visits to a registered bed-patient in a Hospital.

MASTECTOMY

In compliance with the Women's Health and Cancer Rights Act of 1998, the following benefits are available to a Covered Person who elects breast reconstruction in connection with a mastectomy:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce symmetrical appearance, however, coverage is not provided for removal of a healthy breast for preventative or reconstructive purposes;
- Coverage for prostheses and physical complications of all stages of mastectomy including lymphedemas, in a manner determined in consultation with the attending Physician and the patient.
- Coverage for prosthetic bras required following a Medically Necessary mastectomy.

Such coverage will be subject to annual Deductibles and Coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the Plan or coverage.

MATERNITY (Statement of Rights under the Newborns' and Mothers' Health Protection Act)

Maternity is provided for all eligible Employees and all eligible Dependents when covered under a family contract. Coverage will be paid as shown in the Schedule of Benefits.

Under Federal law, group health plans and health insurance issuers offering group health coverage generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the Plan may pay for a shorter stay if the attending provider (e.g., your Physician, nurse, midwife, or Physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under Federal law, plans may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96 hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a Plan may not, under Federal law, require that a Physician or other Health Care Provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification. Therefore, if your Plan contains a precertification requirement, you or your Provider must still pre-certify the stay to avoid any additional out-of-pocket expenses; however, your stay will automatically be pre-certified for 48 or 96 hours as required by this Federal law.

Birth Center

Treatment in a licensed Birth Center, which meets all of the following criteria, is also eligible:

- It is primarily engaged in providing birth services for low risk pregnancies;
- It is operated under the supervision of a Physician;
- It has at least one licensed registered nurse certified as a nurse midwife in attendance at all times;
- It has a written agreement with a Hospital located in the immediate geographical area of the Birth Center to provide emergency admission of the Covered Person.

Newborn Exam

Inpatient visits to examine a newborn, including circumcision. A Physician other than the Physician who performed the obstetrical delivery must do the examination.

Surgical Sterilizations

Regardless of Medical Necessity, surgical sterilization procedures for either a covered Employee or an Employee's covered Spouse are provided under the Plan. Reversal of sterilization is not a Covered Service.

MEDICAL SUPPLIES, EQUIPMENT, AND APPLIANCES

The Plan will allow a maximum of 150% markup on invoice and may require a copy of the Provider's invoice prior to payment.

Medical and Surgical Supplies

Syringes, needles, oxygen, casts, surgical dressings, trusses, braces (other than dental braces), crutches, splints and other similar items which serve only a medical purpose. These supplies prescribed by your Physician: catheters, colostomy bags, rings and belts, flotation pads, needles and syringes, and initial contact lenses or eyeglasses after cataract surgery will also be eligible for coverage. Covered services do not include items usually stocked in the home for general use like adhesive bandages, thermometers, and petroleum jelly.

Durable Medical Equipment

Rental of, or at the Plan's option, purchase of Durable Medical Equipment such as, but not limited to: wheel chairs; Hospital-type beds; and artificial respiration equipment. When the equipment is purchased, benefits are payable for subsequent repairs necessary to restore the equipment to a serviceable condition. Routine periodic maintenance and replacement of batteries are not covered. The equipment must be prescribed by the Physician. Benefits are payable only if the Plan approves the equipment as being appropriate for a Covered Person's medical Condition.

Wigs are covered as required due to hair loss caused by a medical Condition (other than alopecia) or medical treatment, such as chemotherapy.

Note: The Plan will allow for only the standard equipment necessary, additional options and upgrades are not eligible.

Orthotic Devices

Charges for the initial purchase, fitting and repair of orthotic appliances, such as braces, splints or other appliances that are required for support of an injured or deformed part of the body as a result of a disabling congenital condition, or an Injury or Illness. Custom fitted foot orthotics are covered if Medically Necessary as listed in the Schedule of Benefits.

A rigid or semi-rigid supportive device which limits or stops motion of a weak or diseased body part, such as: casts, splints; strapping; orthopedic braces; and crutches.

Orthotic must be custom molded and prescribed by a Physician and not used only to improve comfort or appearance.

These do not include special shoes unless the device is a permanent part of an orthopedic brace.

Prosthetic Appliances

Purchase, fitting, needed adjustment and necessary repairs of prosthetic devices and supplies that:

- replace all or part of a missing body organ and its adjoining tissues; or
- replace all or part of the function of a permanently useless or malfunctioning body organ.

This benefit will also include replacements for children who, due to growth, must obtain a new prosthetic appliance.

MENTAL HEALTH BENEFITS

Benefits are provided as listed in the Schedule of Benefits for inpatient and partial Hospitalization, and Day Treatment Psychiatric Care only at a licensed facility. Inpatient services must be pre-certified before admission.

Benefits are provided for outpatient psychiatric care by a Licensed Psychologist, Psychiatrist, or Licensed Social Worker, including services provided in a Day Treatment Program as listed in the Schedule of Benefits

MORBID OBESITY

Charges for the Outpatient, non-surgical treatment of Morbid Obesity, including office visits and diagnostic services. Any surgical treatment of Morbid Obesity, or any weight control treatment other than for Morbid Obesity, are not covered under this Plan.

OUTPATIENT MEDICAL CARE

Office visits and consultations to examine, diagnose, and treat an eligible condition.

PRIVATE DUTY NURSING SERVICES

Services of a practicing registered nurse (R.N.) or licensed practical nurse (L.P.N.) when ordered by a Physician will be covered as follows: Nursing services do not include care that is primarily non-medical or custodial in nature such as bathing, exercising and feeding.

Benefits are not provided for a nurse who usually lives in your home nor is a member of your immediate family.

Inpatient Services

Services that are of such nature or degree of complexity that the Provider's regular nursing staff cannot provide them or due to the Hospital's Intensive Care Unit being full. Prior approval is required.

Outpatient care when provided under the Plan's home health care benefit, as described above. Outpatient private duty nursing care on a twenty-four (24) hour shift basis is not covered under this Plan.

SKILLED NURSING FACILITY/REHABILITATION FACILITY BENEFITS

Benefits are available for Covered Services in a Skilled Nursing Facility / Rehabilitation Facility as listed in the Schedule of Benefits. No coverage is provided for services for Custodial Care or care for senile deterioration, mental deficiency, or mental retardation (except in accordance with Federal Mental Health Parity requirements).

Confinement in the facility:

- must begin within 14 days after the Covered Person has been Confined in a Hospital for which room and board charges were paid of at least 2 days; and
- is for treatment of the Illness causing the Hospital Confinement; and
- is one for which a Physician visits the Covered Person at least once every 30 days; and
- is not for routine Custodial Care.

SLEEP STUDIES

Charges for sleep studies.

SURGICAL SERVICES

The Plan covers you for surgical services performed by a Physician both in and out of a Hospital. As well as covering most operative and cutting procedures, surgery includes treatment of burns, fractures, and dislocations. It includes surgical pathology examinations, cast, and suture removal.

Regardless of Medical Necessity, the Plan covers surgery to restore bodily function or correct deformity. Benefits are only for problems caused by disease, Injury, birth or growth defects, or previous treatments.

Surgical Assistance

An assistant Physician to assist your surgeon while performing covered surgery when a house staff member, intern, or resident cannot be present. Allowable charges cannot exceed 20% of the surgeon's Allowed Amount.

Multiple Surgical Procedures

If two or more surgical procedures are performed through the same body opening during the course of the same operative period, the total benefit shall be computed as follows: 100% for the procedure with the greatest benefit, plus 50% for each additional procedure. In no event shall any additional allowance be made for any incidental procedures performed during the operative session.

If two or more surgical procedures are performed through more than one body opening during the course of the same operative period, the total benefit shall be computed as follows: 100% for the procedure with the greatest benefit, plus 75% for each additional procedure. In no event shall any additional allowance be made for any incidental procedures performed during the operative session.

Note: Where a PPO discount applies, the percentages will be based on the discounted charges.

Second Surgical Opinion

A voluntary second surgical opinion is recommended for some elective (non-emergency) procedures. The intent of this is to provide patients with additional information before a decision is made in an attempt to promote the delivery of high quality health care and eliminate unnecessary surgery.

The second surgical opinion must be provided by a surgeon other than the first surgeon who recommended the surgery.

NOTE: A third opinion will be covered if the first two conflict.

Additional Services

In addition, coverage is provided for the following specified surgical services:

- sterilization, regardless of Medical Necessity;
- therapeutic and elective abortions;
- removal of bony impacted teeth;
- maxillary or mandibular frenectomy;
- diagnostic endoscopic procedures, such as colonoscopy and sigmoidoscopy;
- Surgery to correct functional or physiological impairment which was caused by disease, trauma, birth defects, growth defects or prior therapeutic processes as determined by Mutual Health Services, subject to any appeal process.

Surgery to correct a deformity or birth defect for psychological reasons, where there is no functional impairment, is not covered.

THERAPY SERVICES

Eligible Hospital and Physician therapy services or supplies used to promote recovery from an Illness or Injury include:

Cardiac Rehabilitation

Charges for cardiac rehabilitation as deemed Medically Necessary, provided services are rendered:

- under the supervision of a Physician;
- in connection with a myocardial infarction, coronary occlusion or coronary bypass surgery;
- initiated within twelve (12) weeks after other treatment for the medical condition ends; and
- provided in a licensed Medical Care Facility.

Phase I and II will be covered benefits; Phase III is not covered.

Phase I begins approximately 2-4 days following a heart attack, or 24 hours post-Surgery. Patients are assisted through range of motion exercises, which gradually progress to walking or stair climbing by the time of discharge.

Phase II is an outpatient, Hospital-based program, usually of 2-3 months duration. Patients engage in a monitored program of exercise therapy, health education and individualized or group support sessions.

Phase III is an outpatient exercise program held at various community fitness facilities. Patients engage in conditioning activities supervised by a Registered Nurse and an exercise physiologist.

Chemotherapy

The treatment of malignant disease by chemical or biological antineoplastic agents.

Dialysis Treatments

The treatment of an acute or chronic kidney ailment that may include the supportive use of an artificial kidney machine. The Plan covers charges for facility and office-based dialysis.

Hyperbaric and Pulmonary Therapy

Introduction of high-density solutions into the lungs for treatment purposes. Treatment must be provided by a Hospital.

Occupational Therapy

Charges for occupational therapy provided by a licensed occupational therapist, payable as listed in the Schedule of Benefits. Such therapy must be ordered by a Physician, be required due to an Illness or Injury and improve a body function.

The treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the

ordinary tasks of daily living and those tasks required by the person's particular occupational role.

The expectation must exist that the therapy will result in a practical improvement in the level of functioning within a reasonable period of time. No benefits are provided for diversional, recreational, and vocational therapies (such as hobbies, arts and crafts). Therapy must be ordered by a Physician and provided on a regular basis.

Radiation Therapy

The treatment of disease by X-ray, radium, or radioactive isotopes.

Respiratory Therapy

Treatment by the introduction of dry or moist gases into the lungs, and other respiratory therapy related services.

Speech Therapy

Charges for speech therapy provided by a licensed speech therapist, payable as listed in the Schedule of Benefits. Such therapy must be ordered by a Physician, and follow:

- surgery for the correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenectomy); or
- an Injury; or
- an Illness other than a learning or Mental/Nervous Disorder.

Spinal Treatment/Chiropractic (non-surgical)

Charges for Spinal Manipulation or Chiropractic care performed by a medical doctor (MD), osteopath (DO) or a chiropractor (DC).

Detection or non-surgical correction (by manual or mechanical means) of a condition of the vertebral column including distortion, misalignment or subluxation to relieve the effects of nerve interference which results from or relates to such Conditions of the vertebral column. Please refer to the Schedule of Benefits pages for Plan limitations.

Benefits for x-rays received in connection with non-surgical spinal treatment are payable in the same manner as they are for other covered x-rays.

Therapy by Physical Means

Charges for physical therapy provided by a licensed physical therapist, payable as listed in the Schedule of Benefits. The therapy must be provided in accordance with a Physician's exact orders as to type, frequency and duration, and be provided for conditions that are subject to significant improvement through short-term therapy.

Treatment given to relieve pain, restore maximum function and prevent disability following disease, Injury or loss of body part. Services include hydrotherapy; heat or similar modalities; physical agents; hyperbaric therapy; biomechanical, neurophysiological principles and devices.

Treatment must be Medically Necessary and non-maintenance to be eligible as a Therapy Benefit.

URGENT CARE/WALK-IN CARE

Urgent Care/Walk-in Care will be covered as described in the Schedule of Benefits.

WELLNESS BENEFITS

Preventive Health Benefits

Your Plan includes coverage for preventive services. Depending upon your age, services may include:

- Behavioral counseling to promote a healthy diet;
- Various immunizations;
- Mammograms;
- Pap smears;
- Screenings such as diabetes, bone density, chlamydia, cholesterol, colorectal cancer and hepatitis B;
- Well baby and well child visits through age 21
- Periodic physical exams

Eligible services have been determined by recommendations and comprehensive guidelines of governmental scientific committees and organizations. You will be notified, at least sixty (60) days in advance, if any item or service is removed from the list of eligible services. Eligible services will be updated annually to include any new recommendations or guidelines.

Women's Preventive Services

These services will be provided in accordance with the age and frequency requirements of the Affordable Care Act, including, but not limited to: well-woman visits; screening for gestational diabetes, human papillomavirus (HPV), human immunodeficiency virus (HIV) and sexually transmitted disease; and counseling for contraceptive methods, breastfeeding and domestic violence.

Coverage is provided for FDA-approved contraceptive methods and counseling. Prescribed contraceptive medication will be paid in accordance with any applicable Prescription Drug benefit.

Oral contraceptives are only covered under the Prescription Drug Benefits of the Plan.

Additional Preventive Services

If not shown above as a Covered Service, the following services will also be covered without regard to any Deductible, Copayment or Coinsurance requirement that would otherwise apply:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
- Immunizations for routine use in children, adolescents and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the

Centers for Disease Control and Prevention with respect to the Covered Person involved;

- With respect to Covered Persons who are infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Service Administration.

Please refer to the phone number on the back of your identification card if you have any questions or need to determine whether a service is eligible for coverage as a preventive service. For a comprehensive list of recommended preventive services, please visit www.healthcare.gov/center/regulations/prevention.html. Newly added preventive services added by the advisory entities referenced by the Affordable Care Act will start to be covered on the first plan year beginning on or after the date that is one year after the new recommendations or guideline, went into effect.

Direct Access to Obstetricians and Gynecologists

You do not need prior authorization from us or any other person (including a primary care provider) to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, 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.

Selection of a Primary Care Provider

You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider.

GENERAL LIMITATIONS AND EXCLUSIONS

The following are not covered by the Benefit Plan:

1. **A particular health service** in the event that a Non-PPO Network Provider waives Copayments, Coinsurance (and/or Deductible per Benefit Period), no benefits are provided for the health service for which the Copayments, Coinsurance (and/or the Deductible per Benefit Period) are waived;
2. **Abdominal surgery.** Regardless of Medical Necessity, services and/or supplies for abdominal surgery and/or reconstructive surgery which is related but not limited to gastric related bypass surgery, or stomach stapling type surgery will not be eligible. This includes surgical intervention for infections, chaffing, pain, diabetes, etc;
3. **Absence of coverage.** Charges which would not have been made had coverage not existed;
4. **Acupuncture / Acupressure;**
5. **After Hours Care;**
6. **Autism and developmental delay.** Treatment of Conditions related to an autistic disease of childhood, developmental delay, learning disabilities, hyperkinetic syndromes, behavioral problems or mental retardation, unless otherwise specified;
7. **Biofeedback.** Biofeedback, recreational, or educational therapy, or other forms of self-care or self-help training or any related diagnostic testing;
8. **Blood.** Whole blood or plasma when donated or otherwise replaced by or on behalf of the patient;
9. **Chelation therapy.** The use of chemical solutions in an attempt to prevent or reverse cardiovascular problems. By binding tightly to calcium and other minerals, chelating agents are thought to remove such substances from atherosclerotic plaques.
10. **Civil insurrection or riot.** Treatment or services resulting from participating in a civil insurrection or riot;
11. **Close Relative.** Service provided by a "close relative," meaning Spouse, or Covered Person's or Spouse's parent, brother, sister or child, or the Spouse of the Covered Person's parent, brother, sister or child;
12. **Completion** of claim forms, or missed appointments;
13. **Complications of non-covered treatments.** Care, services or treatment required as a result of complications from a treatment not covered under the Plan;
14. **Contraceptives.** For male contraceptives and over-the-counter birth control without a prescription; Note: Oral contraceptives are only covered under the Prescription Drug Benefits of the Plan.

15. **Cosmetic services.** Services rendered for cosmetic purposes, unless made necessary by accidental Injury. This includes, but is not limited to stomach stapling, breast augmentation and face lifting;
 16. **Court ordered.** Charges for health care ordered by the court, (i.e. court ordered rehabilitative treatment or services)
 17. **Custodial Care.** Services or supplies provided mainly as a rest cure, domiciliary or convalescent care, or Custodial Care;
 18. **Dental procedures,** except as specified in the Plan or as required by PPACA;
 19. **Diagnostic Hospital Admission.** Confinement in a Hospital that is for diagnostic purposes only, when such diagnostic services could be performed in an Outpatient setting unless otherwise specified;
 20. **Educational or vocational testing.** Services for educational or vocational testing or training, except as specified in the Plan or as required by PPACA;
 21. **Excess charges.** Charges that exceed the Allowed Amount, if applicable;
 22. **Exercise programs.** Exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation, occupational or physical therapy, as specified by this Plan. This exclusion includes exercise equipment;
 23. **Experimental or Investigative services,** procedures, treatment, prescription drugs and supplies, or substances, which have not been recognized as accepted standards of medical protocol;
 24. **Eye care.** Radial keratotomy or other eye surgery to correct sight, including refractions, lenses for the eyes and exams for their fitting, unless otherwise specified. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages, and initial cataract lenses after cataract surgery;
 25. **Felony.** Services and/or supplies for treatment of an accident or Illness that resulted while committing a felony, unless due to a medical condition (physical or mental), this does not include services and/or supplies incurred by a victim of domestic violence;
 26. **Foot care.** Treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions (except open cutting operations), treatment of corns, calluses or toenails (unless needed in treatment of a metabolic or peripheral-vascular disease) and routine foot care; Nail trimming, Hygienic and preventative maintenance foot care including but not limited to:
 - Cleaning and soaking of feet
 - Applying skin creams in order to maintain skin tone
 - Other services that are performed when there is not a localized illness, injury or symptom involving the foot.
 27. **For x-ray examinations made without film;**
 28. **Fraudulent or misrepresented claims;**
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29. **Genetic counseling or testing.** Counseling or testing concerning inherited (genetic) disorders; except as required by PPACA;
30. **Government coverage.** Care, treatment or supplies furnished by a program or agency funded by any government. This does not apply to Medicaid, to Medicare or when otherwise prohibited by law;
31. **Hair loss.** Care and treatment for hair loss including wigs, unless otherwise specified herein, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician;
32. **Hazardous Activities.** Charges related to any Illness or Injury resulting from the Covered Person's participation in any Hazardous Hobby or Activity as defined and determined by the Plan. Refer to details in the Definitions section of the Plan;
33. **Hearing Care.** For all services related to hearing loss including hearing aids or examinations for prescribing or fitting them, except as specified; (other than newborn screening for hearing loss, as required by PPACA);
34. **Housekeeping, shopping, or meal preparation services** (except as provided through an approved Home Health Care Program, as described in Covered Services in this booklet);
35. **Hypnosis;**
36. **Illegal use of a controlled substance.** Charges for services, supplies, care or treatment related to an Injury or Illness that occurred as a result of the Covered Person's illegal use of alcohol or voluntary taking of any controlled substance, drug, hallucinogen or narcotic not administered on the advice of a Physician. The arresting officer's determination of inebriation or drug use will be sufficient for this exclusion. Accident related Covered Expenses of covered individuals other than the person illegally using the previously named substances will be a Covered Expense, as will Covered Expenses related to any treatment of Alcoholism or Drug Abuse;
37. **Impotence.** Care, treatment, services, supplies or medication in connection with treatment for impotence not caused by organic disease;
38. **Infertility.** Reproductive infertility services including but not limited to - family planning; fertility tests; infertility (male or female) including any services or supplies rendered for the purpose or with the intent of inducing conception. Examples of fertilization procedures are ovulation induction procedures, in vitro fertilization, embryo transfer or similar procedures that augment or enhance the reproductive ability; premarital examinations;
39. **Marital counseling.** Treatment, services and supplies for marriage counseling, health education, holistic medicine or other programs with an objective to provide complete personal fulfillment;
40. **Massotherapy.** Charges billed by a massotherapist;

41. **Medicare Part B.** Services for which payment was made or would have been made under Medicare Part B if benefits were claimed. This applies when the Covered Person is eligible for Medicare, even if the Covered Person did not apply for or claim Medicare benefits;
42. **Milieu Therapy.** Confinement in an institution primarily to change or control one's environment;
43. **No charge.** Services for which there is no charge received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust, or similar person or group;
44. **No fault.** To the extent expenses are in any way reimbursable through "No-Fault" automobile insurance;
45. **No patient present.** Services and/or supplies furnished during periods when the patient is temporarily absent from the Hospital;
46. **Non-emergency Hospital admissions.** Care and treatment billed by a Hospital for non-emergency admissions on a Friday or a Saturday. This does not apply if surgery is performed within 24 hours of the admission;
47. **Not Medically Necessary.** Any services or supplies which are not Medically Necessary, except as expressly included herein;
48. **No notice of claim.** Treatment, services and supplies for which proof of claim is not provided to the Plan in accordance with the When to File a Claim section;
49. **No obligation to pay.** Charges Incurred for which the Covered Person has no legal obligation to pay;
50. **No Physician recommendation.** Any expenses Incurred for any service or treatment which is not provided or recommended by a Physician;
51. **Not performed within the scope of the provider's license;**
52. **Not specified as covered.** Services, treatment and supplies which are not specified as covered under the Plan;
53. **Nuclear accident;**
54. **Nutritional supplements.** Including those prescribed by a Physician; except as required by PPACA;
55. **Obesity.** Care and treatment of obesity, weight loss or dietary control, whether or not it is a part of the treatment plan for another Illness except as specifically listed as covered under the Plan in connection with non-surgical treatment of Morbid Obesity. This exclusion includes any bariatric surgery and complications as a result of, which includes but is not limited to:
 - Gastric Bypass surgery (including Laparoscopic gastric bypass);
 - Gastroplasty;

- Gastric banding
56. **Outside United States** - Elective procedures performed outside the United States, unless pre-authorization from the Plan for outside the United States coverage has been obtained prior to treatment; Services or supplies purchased outside the United States unless the covered participant is a resident of the United States and the charges are incurred while traveling on business or for pleasure;
57. **Payment prohibited by law** to the extent that payment under this Plan by any law to which you or your Dependent is subject at the time expenses are Incurred;
58. **Personal comfort items.** Personal comfort items or other equipment such as, but not limited to, air conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, hot tubs, blood pressure instruments, scales, elastic bandages or stockings, nonprescription drugs and medicines, first-aid supplies and non-Hospital adjustable beds;
59. **Research charges.** For charges for doing research with providers not directly responsible for your care;
60. **Received from other than a Hospital, Physician or Other Provider;**
61. **Reimbursable through any public program.** To the extent those expenses are in any way reimbursable through any public program, except as otherwise required by law;
62. **Routine care.** Charges for routine or periodic examinations, screening examinations, evaluation procedures, preventive medical care, or treatment or services not directly related to the diagnosis or treatment of a specific Injury, sickness or pregnancy-related condition which is known or reasonably suspected, unless such care is specifically covered in the Schedule of Benefits or required by PPACA;
63. **Self-inflicted injuries, or threatened suicide,** whether sane or insane, unless due to a medical Condition. The Plan will not exclude coverage for self-inflicted injuries or injuries from attempted suicide if the injuries are otherwise covered by the Plan and if the injuries are the result of a medical Condition such as depression;
64. **Serious Illegal Act.** Charges for services, supplies, care or treatment related to an Injury or Illness that occurred, directly or indirectly, as a result of the Covered Person's voluntary participation in a Serious Illegal Act, riot or public disturbance;
65. **Services before or after coverage.** Care, treatment or supplies for which a charge was Incurred before a person was covered under this Plan or after coverage ceased under this Plan;
66. **Services rendered or billed** for by a school or halfway house or by a member of its staff;
67. **Sex changes.** Care, services, or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This exclusion includes medications, implants, hormone therapy, surgery and medical treatment, both pre and post-operative
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- care; This exclusion shall not apply to any psychiatric treatment in connection with gender identity disorders;
68. **Stand-by charges of a Physician;**
69. **Sterilization reversal.** Care and treatment for reversal of surgical sterilization;
70. **Surrogate Parent.** Care, services or treatment incurred as a result of any Covered Person acting as or contracting to be a surrogate parent;
71. **Telephone or internet consultations.** Any oral, written or electronic communications or consultations by a Provider with a Covered Person or another Provider that do not involve in-person contact with the Covered Person;
72. **The following examinations:**
- Physical examinations or services required by an insurance company to obtain insurance;
 - Physical examinations or services required by a governmental agency such as FAA and ODOT;
 - Physical examinations or services required by an employer in order to begin or continue working;
 - Premarital examinations;
73. **Travel or accommodations.** Charges for travel or accommodations, whether or not recommended by a Physician, except as defined by the Plan;
74. **Undocumented charges in provider records;**
75. **Violation of law.** An Injury or Illness resulting from the voluntary use of prescription drugs, nonprescription drugs, or alcohol which the use of same constitutes or contributes to the violation of any state or federal law. It will be determined by the Plan that violation of a state or federal law has occurred if:
- a) the individual is convicted or found guilty of the applicable charges; or
 - b) there is sufficient evidence that a state or federal law has been violated and no charges were brought against the individual. Sufficient evidence is defined as, but not limited to: (1) blood alcohol levels which exceed established state or federal minimums, (2) the possession of illegal nonprescription drugs, or (3) prescription/legend drugs used or taken without a written prescription;
76. **War.** Disease or Injury resulting from participation in a war, or act of war, whether declared or undeclared;
77. **Weight Loss Drugs and Programs.** Weight loss drugs and programs whether or not they are under medical or Physician supervision except as specifically listed as covered under the Plan in connection with non-surgical treatment of Morbid Obesity. Weight loss drugs and programs for medical reasons are also excluded. Weight loss drugs and programs include but are not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, etc.) or fasting programs.
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78. **Without Cost.** Care received without cost under the laws of the United States or any other country or government entity;
79. **Work related.** Expenses Incurred as a result of accidental bodily Injury or sickness arising out of or in the course of any occupation or employment for wage or profit, or for which the Covered Person may be entitled to benefits under any Workers Compensation or occupational disease policy, whether or not any such policy is actually in force. However, this exclusion only applies to persons who can elect, or could have elected for them, coverage under a worker's compensation act, policy or similar law.

PRESCRIPTION DRUG BENEFITS

The Prescription Drug Benefits provided by this Plan help to meet the cost of legend drugs. A legend drug is a compound or substance that requires, under federal law, a written prescription by a licensed Physician of medicine or osteopathy, dentist or podiatrist who is legally licensed to prescribe medications. It is a drug or medication that cannot be sold over the counter without a written prescription.

CAREMARK 1-800-776-1355

COVERED PRESCRIPTION DRUGS

Benefits include up to a 30-day supply of most legend drugs and compound prescriptions containing at least one legend drug.

The amount of drugs, including insulin, which is to be dispensed per prescription or refill, will be in quantities prescribed up to a 30-day supply.

When a Physician writes a prescription for both disposable syringes and needles and a one-month supply of insulin, the Covered Person must present the prescription to a pharmacist. If the Physician prescribes a three-month supply of insulin, coverage is provided for up to 100 disposable syringes and needles.

The Plan also provides benefits for certain preventive drugs required by PPACA when a written prescription from your Physician is received. These PPACA-required drugs are covered at a zero Copayment, but specific ages and quantity limits may apply.

Prescriptions or refills can be prescribed over the telephone. Prescriptions can be refilled for the number specified by the Physician and are good for one year from the date of the prescription order.

Prescriptions covered include the following:

- federal legend drugs not specifically excluded below. A prescription legend drug is any medicinal substance that is required to bear the label, "Caution: Federal law prohibits dispensing without a prescription" or "Rx only";
- compounded medications. A compounded medication is a pharmacist's mixed-to-order medication that contains at least one eligible medicinal substance, a federal legend drug;
- bee-sting kits;
- CSF/hematopoietic agents;
- injectables, including Imitrex;
- immune serums;
- Viagra, limited to eight (8) tablets per month;
- antineoplastics or chemotherapy drugs in oral and injectable form;
- oral contraceptives;
- certain diabetic supplies, including blood sugar diagnostics, insulin, syringes for use with insulin, lancets and urine test strips;
- drugs for treatment of attention deficit disorders, including ADD and ADHD;
- anorexiant;
- prenatal vitamins
- Diflucon 150MG GPI or

- AIDS related prescriptions
- Preventive drugs in compliance with PPACA.

HOW THE PLAN WORKS

When the Physician writes a prescription for a covered drug item for you or for a Dependent, present the prescription and your identification card to a participating Pharmacy.

You will be charged the corresponding Copay for each prescription filled or refilled. The prescription card company pays any cost beyond that to the Pharmacy.

If you have a prescription filled at a Non-Participating Pharmacy or if you do not have your card with you at the time the prescription is filled, pay the pharmacist, then complete a reimbursement form and send that to the prescription card company listed on your identification card with the itemized Pharmacy receipt. Reimbursement forms are available by contacting the claims office.

If you have any questions regarding your prescription coverage, you may call Mutual Health Services at 1-800-367-3762 or Caremark at 1-800-776-1355.

MAIL ORDER DRUG PROGRAM

You will be able to save time and money by ordering your maintenance drugs through the Mail-Order Drug Program. Maintenance drugs can be purchased through your Mail-Order Drug Program.

To order your prescriptions, send the initial order form and attach the original prescription from your Physician. The prescription will come directly to your home.

In order to take advantage of this program, you must order at least a 30-day supply but can receive up to a 90-day supply of your maintenance drugs.

EXCLUSIONS AND LIMITATIONS

This prescription drug program does not provide benefits for the following:

1. diabetic supplies other than those specifically listed as covered above;
2. male contraceptives and over-the-counter birth control without a prescription;
3. alcohol deterrents;
4. alcohol swabs;
5. anabolic steroids;
6. anti-obesity drugs;
7. biological;
8. blood or blood products;
9. blood pressure supplies;
10. cosmetic preparations;
11. fertility drugs;
12. oral or topical fluoride preparations; except as required by PPACA;
13. folic acid; except as required by PPACA;
14. hair growth stimulants;
15. immunizations or vaccines;

- 16. immunosuppressives;
- 17. injectables not specifically listed above as covered;
- 18. interferon alpha beta;
- 19. Lyme vaccines;
- 20. metabolic infant formula;
- 21. miscellaneous medical supplies not listed above as covered;
- 22. nutritional diet supplements; except as required by PPACA;
- 23. ostomy supplies;
- 24. over-the-counter drugs, other than insulin;
- 25. respiratory devices;
- 26. drugs for the treatment of sexual dysfunctions, other than as specifically listed above as covered;
- 27. vitamins, other than pre-natal vitamins and as required by PPACA;
- 28. x-ray diagnostics;
- 29. Yocon;
- 30. drugs for the treatment of acne, including isotetinoin accutane; and
- 31. growth hormones.

PLEASE NOTE: If your Medical coverage terminates or if your eligible Dependent's Medical coverage terminates, coverage under this program also terminates. If you continue to use your prescription drug card, you will be held responsible for payment of any charges Incurred on or after such termination date.

GENERAL INFORMATION

CLAIMS PROCEDURES

Types of Claims

How you file a claim for benefits depends on the type of claim it is. There are several categories of claims for benefits:

Pre-Service Care Claim - A Pre-Service Care Claim is a claim for a benefit under the Plan which the terms of the Plan require approval of the benefit in advance of obtaining medical care. There are two special kinds of pre-service claims:

Claims Involving Urgent Care – A Claim Involving Urgent Care is any Pre-Service Care Claim for medical care or treatment with respect to which the application of the timeframes for making non-urgent care determinations (a) could seriously jeopardize your life or health or your ability to regain maximum function or (b) in the opinion of a Physician with knowledge of your medical Condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. This type of claim generally includes those situations commonly treated as emergencies. Determination of **urgent** will be made by an individual acting on behalf of the plan applying the judgment of a prudent layperson that possesses an average knowledge of health and medicine; however, any Physician with knowledge of your medical Condition can determine that a claim involves urgent care.

Concurrent Care Claim - A Concurrent Care Claim is a claim for an extension of the duration or number of treatments provided through a previously approved pre-service claim. Where possible, this type of claim should be filed at least 24 hours before the expiration of any course of treatment for which an extension is being sought. Additionally, if the Plan or its designee reduces or terminates a course of treatment before the end of the course previously approved (unless the reduction or termination of benefits is due to a health plan amendment or health plan termination), then the reduction or termination is considered an adverse benefit determination. The Plan or its designee will notify you, in advance, of the reduction or termination so that you may appeal and obtain an answer on the appeal before the benefit is reduced or terminated.

Post-Service Care Claim - A Post-Service Care Claim is a claim for payment or reimbursement after services have been rendered. It is any claim that is not a Pre-Service Care Claim.

Who Must File

You may initiate pre-service claims yourself if you are able or your treating Physician may file the claim for you. You are responsible for filing post-service claims yourself, although the Plan or its designee may accept billings directly from providers on your behalf, if they contain all of the information necessary to process the claim.

Appointing an Authorized Representative. If you or your Dependent wish to have someone act on your behalf for purposes of filing claims, making inquiries and filing appeals, you must furnish the Plan or its designee with a signed and dated written statement designating your authorized representative. You can appoint any individual as your authorized representative. A

Health Care Provider with knowledge of your medical condition can act as your authorized representative for purposes of a Claim Involving Urgent Care as defined above without a written designation as authorized representative. Once you appoint an authorized representative in writing, all subsequent communications regarding your claim will be provided to your authorized representative.

Time Limit for Filing a Claim

You must file claims within 12 months of receiving Covered Services. Your claim must have the data the Plan needs to determine benefits. Should you receive a request for additional information, this must be provided within the initial 12 months.

Where to File a Claim

Claims should be filed as indicated on your Identification Card.

What to File

The Plan Administrator and the Claims Administrator furnish claim forms. When filing claims, you should attach an itemized bill from the Health Care Provider. The Claims Administrator may require you to complete a claim form for a claim. Please make sure that the claim contains the following information:

- Employee's Name and Social Security Number or Alternate ID Number
- Patient's Name
- Name of Company/Employer

Method of Claims Delivery

Pre-Service Care Claims may be initiated by telephone. The Plan may require you to provide follow-up paperwork in support of your claim.

Other claims may be submitted by U.S. Mail, by hand delivery, by facsimile (FAX), or as a HIPAA compliant electronically filed claim.

Timing of Claims Determinations

Claims Involving Urgent Care. If you file a Claim Involving Urgent care in accordance with the claims procedures and sufficient information is received, you will be notified of the Plan's or its designee's benefit determination, whether adverse or not, as soon as is feasible, but not later than 72 hours after receipt of the claim. If you do not follow the claims procedures or the claim does not include sufficient information for the Plan or its designee to make a benefit determination, you will be notified within 24 hours after receipt of the claim of the applicable procedural deficiencies, or the specific deficiencies related to additional information necessary to make a benefit determination. You will have at least 48 hours to respond to correct the procedural deficiencies and/or provide the requested information. The Plan or its designee must inform you of the benefit determination, whether adverse or not, as soon as possible, taking into account all medical exigencies, but not later than 48 hours after receipt of the additional information. The Plan or its designee may notify you of its benefit determination decision orally and follow with written or electronic notification not later than three (3) days after the oral notification.

Concurrent Care Claims. If your claim is one involving concurrent care, the Plan or its designee will notify you of its decision, whether adverse or not, within 24 hours after receiving the claim, if the claim was for urgent care and was received by the Plan or its designee at least 24 hours before the expiration of the previously approved time period for treatment or number of treatments. You will be given time to provide any additional information required to reach a decision. If your concurrent care claim does not involve urgent care or is filed less than 24 hours before the expiration of the previously approved time period for treatment or number of treatments, the Plan or its designee will respond according to the type of claim involved (i.e., urgent, other pre-service or post-service).

Other Pre-Service Care Claims. If you file a Pre-Service Care Claim in accordance with the claim procedures and sufficient information is received, the Plan or its designee will notify you of its benefit determination, whether adverse or not, within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after the date it receives the claim. This 15-day period may be extended by the Plan or its designee for an additional 15 days if the extension is necessary due to matters beyond the Plan's or its designee's control. The Plan or its designee will notify you of such an extension and date by which it expects to render a decision.

If an extension is needed because you did not provide all of the necessary information to process your claim, the Plan or its designee will notify you, in writing, within the initial 15 day response period and will specifically describe the missing information. You will then have at least 45 days to provide any additional information requested of you by the Plan or its designee. If you do not provide the requested information, your claim may be denied.

Post-Service Care Claims. If you file a Post-Service Care Claim in accordance with the claims procedures and sufficient information is received, the Plan or its designee will notify you of its benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. The 30 day time period can be extended for up to an additional 15 days, if the Plan or its designee determines that an extension is necessary due to matters beyond the Plan's or its designee's control and the Plan or its designee notifies you within the initial 30 day time period of the circumstances requiring an extension of the time period, and the date by which the Plan or its designee expects to render a decision.

If more information is necessary to decide a Post-Service Care Claim, the Plan or its designee will deny the claim and notify you of the specific information necessary to complete the claim.

Notice of Claims Denial (Adverse Benefit Determination)

If, for any reason, your claim is denied, in whole or in part, you will be provided with a written notice of adverse benefit determination, in a culturally and linguistically appropriate manner, containing the following information:

1. Information sufficient to identify the claim or health care service involved, including the date of service, healthcare provider, and claim amount (if applicable);
2. The specific reason(s) for the adverse benefit determination, including the denial code and its corresponding meaning;
3. Reference to the specific plan provision(s) on which the adverse benefit determination was based;

4. If the adverse benefit determination relied upon any internal rules, guidelines or protocols, a statement that you may request a copy of the rule, guideline or protocol, which will be provided free of charge;
5. If the adverse benefit determination was based in whole or in part on Medical Necessity, Experimental/Investigative treatment or a similar limit or exclusion, a statement that you may request the scientific or clinical judgment for the determination which applies the terms of the plan to the patient's medical circumstances, which will be provided free of charge;
6. Notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
7. Notice of the availability of, and contact information for, an applicable office of consumer assistance established under the Public Health Service Act section 2793, if one is available;
8. A description of additional information, if any, that is required to perfect the claim and an explanation of why the information is necessary;
9. A description of the Plan's or its designee's appeal procedures and applicable time limits, including the expedited appeal process, if applicable; and
10. A statement of your right to bring a civil action under federal law following the denial of a claim after review on appeal, if your claim is subject to the Employee Retirement Income Security Act of 1974 (ERISA).

FILING A COMPLAINT

If you have a complaint, please call or write to the Customer Care Center at the telephone number or address listed on your Explanation of Benefits (EOB) form and/or identification card. To expedite the processing of an inquiry, the Employee should have the following information available:

- name of patient
- identification number
- claim number(s) (if applicable)
- date(s) of service

If your complaint is regarding a claim, a Customer Care Specialist will review the claim for correctness in processing. If the claim was processed according to terms of the Summary Plan Description, the Customer Care Specialist will telephone the Employee with the response. If attempts to telephone the Employee are unsuccessful, a letter will be sent explaining how the claim was processed. If an adjustment to the claim is required, the Employee will receive a check, Explanation of Benefits or letter explaining the revised decision.

If you are not satisfied with the results and your complaint is regarding an adverse benefit determination, you may continue to pursue the matter through the appeal process.

APPEALS PROCEDURES

* Please note: The processes described here are based on the claims and appeals processes set forth in the Patient Protection and Affordable Care Act and related regulations and guidance. As those regulations and guidance are subject to change, the claims and appeals processes for this plan are subject to change. The rules and/or procedures set forth in the most current claims and appeals regulations and guidance at the time your claim or appeal is processed will govern your claims and appeals, even if they conflict with the claims and appeals processes set forth herein.

How and When to File a Claims Appeal

If you dispute an adverse benefit determination, you may file an appeal within 180 days of receipt of the notice of adverse benefit determination. This appeal must be in writing (unless the claim involves urgent care, in which case the appeal may be made orally). Your request for review must contain the following information:

1. Your name and address;
2. Your reasons for making the appeal; and
3. The facts supporting your appeal.

You can submit your appeal by calling 1-800-367-3762. You may also submit your appeal in writing by sending your request to:

Member Appeals
PO Box 5700
Cleveland, Ohio 44101
1-800-367-3762

First Level Mandatory Internal Appeal

The Plan provides all members a mandatory internal appeal. You must complete this mandatory internal appeal before any additional action is taken, except when exhaustion is unnecessary as described in the following sections.

Under the appeal process, there will be a full and fair review of the claim in accordance with applicable law for this Plan. In connection with your right to appeal the adverse benefit determination, you also:

1. May review relevant documents and submit issues and comments in writing;
2. Will be given the opportunity to submit written comments, documents, records, and testimony or any other matter relevant to your claim;
3. Will, at your request and free of charge, be given reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
4. Will be given a review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, regardless of whether such information was submitted or considered in the initial benefit determination;
5. Will be provided free of charge with copies of any new or additional evidence that the Plan or its designee considers, relies upon or generates before a notice of final adverse benefit determination is issued, and you will have an opportunity to respond before the Plan's or its designee's time frame for issuing a notice of final adverse benefit determination expires;
6. Will be provided free of charge with any new or additional rationale upon which a final adverse benefit determination is based before the notice of final adverse benefit determination is issued, and you will have an opportunity to respond before the Plan's or its designee's timeframe for issuing a notice of final adverse benefit determination expires;
7. May request an external review at the same time you request an internal appeal for an urgent care claim or for a concurrent care claim that is urgent; and
8. May request an appeal for a determination of your eligibility to participate in the Plan or a decision to rescind your coverage.

The claim review will be subject to the following rules:

1. The claim will be reviewed by an appropriate individual, who is neither the individual who made the initial denial nor a subordinate of that individual.
2. The review will be conducted without giving deference to the initial denial.
3. If the adverse benefit determination was based in whole or in part on a medical judgment (including any determinations of Medical Necessity or Experimental/Investigative treatment), the reviewer will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional shall not be an individual who was consulted on the initial claim denial nor the subordinate of such an individual. Health care professionals who conduct the appeal act independently and impartially. Decisions to hire, compensate, terminate, promote or retain these professionals are not based in any manner on the likelihood that these professionals will support a denial of benefits. Upon specific written request from you, the Plan or its designee will provide the identification of the medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.
4. You will receive continued coverage pending the outcome of the appeals process. For this purpose, the Plan or its designee may not reduce or terminate benefits for an ongoing course of treatment without providing advance notice and an opportunity for advance review.

Timetable for Deciding Appeals

The Plan must issue a decision on your appeal according to the following timetable:

Urgent Care Claims – as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receiving your request for a review.

Pre-Service Claims – within a reasonable period of time appropriate to the medical circumstances, but not later than 30 days after receiving your request for a review.

Post-Service Claims - not later than 30 days after receiving your request for a review.

Decisions will be issued on concurrent claim appeals within the time frame appropriate for the type of concurrent care claim (i.e., urgent, other pre-service or post-service).

Notice of Final Adverse Benefit Determination after Appeal

If the appeal has been either partially or completely denied, you will be provided with a written notice of final adverse benefit determination in a culturally and linguistically appropriate manner containing the following information:

1. Information sufficient to identify the claim or healthcare service involved, including the date of service, healthcare provider, and claim amount (if applicable);
2. The specific reason(s) for the appeal final adverse benefit determination, including the denial code and its corresponding meaning;
3. Reference to the specific plan provision(s) on which the final adverse benefit determination is based;

4. A statement that you may request reasonable access to and copies of all documents, records and other information relevant to your appealed claim for benefits, which shall be provided to you without charge;
5. If the appeal final adverse benefit determination relied upon any internal rules, guidelines or protocols, a statement that you may request a copy of the rule, guideline or protocol, which will be provided to you without charge;
6. If the appeal final adverse benefit determination was based in whole or in part on Medical Necessity, Experimental/Investigative treatment or a similar limit or exclusion, a statement that you may request the scientific or clinical judgment for the determination which applies the terms of the plan to the patient's medical circumstances, which will be provided to you without charge;
7. Notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
8. Notice of the availability of, and contact information for, an applicable office of consumer assistance established under the Public Health Service Act section 2793, if one is available;
9. A description of the Plan's or its designee's applicable appeal procedures;
10. A discussion of the decision; and
11. A statement of your right to bring a civil action under federal law following the denial of a claim upon review, if your group is subject to the Employee Retirement Income Security Act of 1974 (ERISA).

If the Plan or its designee has not complied with the internal claims appeals process (except for certain de minimis errors), you may choose to initiate the external review process.

Second Level Appeal

In accordance with federal law, the Plan or its designee has established an external review process to examine coverage decisions under certain circumstances. The request for External Review must be made within four months from your receipt of the notice of final adverse benefit determination from the internal mandatory appeal. You may be eligible to have a decision reviewed through the external review process if you meet the following criteria:

1. The adverse benefit determination involves medical judgment, as determined by the external reviewer, or a rescission of coverage;
2. You have exhausted the mandatory internal appeal process, unless under federal law you are not required to exhaust the internal appeal process (for example, when your claim is entitled to expedited review and you have simultaneously filed for an internal expedited appeal, or if you do not receive a timely internal appeal decision).
3. You are or were covered under the Plan at the time the service was requested or, in the case of retrospective review, were covered under the Plan when the service was provided;
4. You have provided all of the information and forms necessary to process the external review.

External Review will be conducted by Independent Review Organizations (IROs) accredited by a nationally recognized accrediting organization. You will not be required to pay for any part of the cost of the external review. All IROs act independently and impartially and are assigned to review your claim on a rotational basis or by another unbiased method of selection. The decision to use an IRO is not based in any manner on the likelihood that the IRO will support a denial of benefits.

The Plan is required by law to provide to the IRO conducting the review, a copy of the records that are relevant to your medical Condition and the external review.

The IRO will review the claim without being bound by any decisions or conclusions reached during the internal claim and appeal process.

External Review for Non-Urgent Care Appeals

A request for an external review for a non-expedited or non-urgent claim must be in writing and should be addressed to the address indicated above.

If your request for external review is complete and you are eligible for external review, an IRO will conduct the review. The IRO will notify you and give you ten business days to submit information for its consideration. The IRO will issue a written decision within 45 days after the IRO receives the request for external review. This written decision will include the main reasons for the decision, including the rationale for the decision. The IRO's determination is binding except to the extent that other remedies may be available under State or Federal law to either the Plan or you. If the IRO reverses the adverse benefit determination, the Plan will provide coverage or payment for the claim.

Expedited External Review for Urgent Care Appeals

A request for an external review for Urgent or Expedited claims may be requested orally by calling 1-800-367-3762 or in writing by contacting Member Appeals at the address listed above.

An expedited review may be requested if your condition, without immediate medical attention, could result in serious jeopardy to your life or health or your ability to regain maximum function; or you have received a final internal appeal denial concerning an admission, availability of care, continued stay, or healthcare item or service for which you received emergency services, but you have not been discharged from a facility.

You may request an external review of an urgent care claim at the same time you request an internal appeal of an urgent care claim.

If your request for external review is complete and you are eligible for external review, an IRO will conduct the review. The IRO will issue a decision within 72 hours after the IRO receives the request for external review. If the decision is not in writing, within 48 hours after providing that notice, the IRO will provide a written confirmation. This decision will include the main reasons for the decision, including the rationale for the decision. The IRO's determination is binding except to the extent that other remedies may be available under State or Federal law to either the Plan or you. If the IRO reverses the adverse benefit determination, the Plan will provide coverage or payment for the claim.

LEGAL ACTION

You may not begin any legal action until you have followed the procedures and exhausted the administrative remedies described in this section. These review procedures shall be the exclusive mechanism through which determinations of eligibility and benefits may be appealed. No action, at law or in equity, shall be brought to recover benefits within 60 days after Mutual Health Services receives written proof in accordance with this Summary Plan Description that Covered Services have been given to you. No such action may be brought later than three years after expiration of the required claim filing limit as specified.

HEALTH CARE FRAUD

Health care fraud is a felony that can be prosecuted. Any Participant who willfully and knowingly engages in an activity intending to defraud this Plan will face disciplinary action and / or prosecution. Furthermore, any Participant who receives money from the Plan to which he is not entitled will be required to fully reimburse the Plan.

PLAN AMENDMENTS

Plan amendments are required to be distributed to all eligible Employees within 60 days of the effective date of the amendment.

RIGHT TO RELEASE CLAIMS AND RECEIVE NECESSARY INFORMATION

For the purpose of implementing the terms of this coverage, Mutual Health Services may, without the consent of or notice to any person, release or obtain from any insurance company or other organization or person any information, with respect to any person, which it deems necessary for determining benefits payable.

PHYSICAL EXAMINATION

Mutual Health Services shall, upon request and at the expense of The Plan and by a Physician of its own choice, have the right and opportunity to physically examine any covered individual with respect to the surgical and medical services listed in the Summary Plan Description.

FACILITY OF PAYMENT

When another plan makes payment that should have been made under this Plan, the Plan shall have the right to directly reimburse the other plan making payment.

RESCISSION OF COVERAGE

A rescission of your coverage means that the coverage may be legally voided all the way back to the day the Plan began to provide you with coverage, just as if you never had coverage under the Plan. Your coverage can only be rescinded if you (or a person seeking coverage on your behalf), performs an act, practice, or omission that constitutes fraud; or unless you (or a person seeking coverage on your behalf) makes an intentional misrepresentation of material fact, as prohibited by the terms of your Plan.

Your coverage can also be rescinded due to such an act, practice, omission or intentional misrepresentation by your employer. You will be provided with thirty (30) calendar days' advance notice before your coverage is rescinded. You have the right to request an internal appeal of a rescission of your coverage. Once the internal appeal process is exhausted, you have the additional right to request an independent external review.

RIGHT OF RECOVERY

If the Plan makes any payment which is determined in excess of the Plan's benefits, the Plan shall have the right to recover the amount determined to be in error. The Plan shall have the right at any time to: (a) recover that overpayment from the person to whom or on whose behalf it was made; or (b) offset the amount of that overpayment from a future claim payment.

GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Individuals will be protected from discrimination in health plans on the basis of their genetic information. The Plan will not discriminate against individuals based upon their genetic information, which includes information about genetic tests, the genetic test of family members and the manifestation of a disease or disorder in family members. In addition, genetic information will be considered "health information" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

LARGE CASE MANAGEMENT

Large case management is a program which identifies potential high risk, high cost claims in order to direct the patient toward the most cost-effective, quality medical care available, as well as provide the patient and the patient's family with another avenue for information and options.

When a Covered Person's condition warrants (i.e. chronic illness, catastrophic injury, etc.) the Plan shall have the right to initiate case management and waive the normal provisions of the Plan when it is reasonable to expect a cost effective result without sacrifice to the quality of patient care. The Case Manager will first contact the patient and/or the patient's family to introduce themselves and answer questions. The Case manager will also contact the patient's attending Physician and other medical providers to introduce themselves and to assure that all available resources are considered.

Should an alternate treatment plan be proposed, the Case Manager, attending Physician, patient, and patient's family must all agree to the alternate treatment plan. However, the patient and/or patient's family cannot refuse to cooperate with the case management firm including signing necessary authorization forms to obtain health information.

COORDINATION OF BENEFITS

Individuals might be covered under two or more plans and in the event of an accidental injury or illness, could possibly submit claims to the different companies. The end result might be that the total claim payments from the companies exceed the individual's total medical expenses. Therefore, the following Coordination of Benefits provision applies to this coverage:

This provision is not intended to deny you benefits, but to ensure that duplicate payments are not made when you are covered by this and any "Other Plan". Under this Plan of group coverage, all benefits will be coordinated with all "Other Plans" you or your Dependent might have coverage through, so that the total amount payable under all plans will not exceed 100% of your total allowable medical expense incurred during a Calendar Year. However, if your Dependents have coverage under any "Other Plan" and said Plan is considered a primary payor and the Dependent Spouse fails to comply with the requirements of the "Other Plan" or fails to utilize a Health Maintenance Organization (HMO) which has been selected by said Dependent Spouse under the "Other Plan" and the "Other Plan" would have been primary for the Dependent's actions, this Plan will not pay any portion of the allowable expenses incurred by that Dependent Spouse.

For a Dependent child who fails to utilize the services of the HMO, which would otherwise be considered as the primary payor for the Dependent, this Plan will pay its pro-rata share, up to one-half of the allowable benefits determined by this Plan.

With regard to Coordination of Benefits, "Other Plan(s)" shall mean:

- Any HMO's and other group or individual practice plans;
- Governmental programs, except:
 - Coverage provided under Medicare, Medicaid (Title XIX), or the Social Security Act of 1965, as amended;
 - Any plan where, by law, its benefits are excess to those of any private insurance plan or non-governmental plan;
- Coverage under labor-management trusted plans;
- Coverage under union welfare plans;
- Coverage under employer organization Plans or employee benefit organization Plans.

The order of benefit determination will be handled as follows:

1. The primary plan for husbands or wives is that which covers the person as an Employee or as the certificate holder.
2. For children's expenses, the primary plan is the plan of the parent whose birthday falls earlier in the Calendar Year.
3. For children's expenses when the parents are separated or divorced:
 - a. Primary will be the plan of the parent who, by court decree, is responsible for providing medical coverage.
 - b. Secondary will be the plan of the other natural parent. *
 - c. If any plan lacks a coordination of benefits' provision, it will be the primary plan.

* If there is no court decree stating who should provide benefits, then the plan of the parent with custody will be the primary payor. If the parent with custody has remarried, then the stepparent will be the secondary plan and the plan of the natural parent without custody will pay last.

SUBROGATION AND RIGHT OF RECOVERY

The provisions of this section apply to all current or former Plan Participants and also to the parent(s), guardian, or other representative of a Dependent child who Incurs claims and is or has been covered by the Plan. The Plan's right to Recover (whether by Subrogation or reimbursement) shall apply to the personal representative of your estate, your decedents, minors, and incompetent or disabled persons. "You" or "your" includes anyone on whose behalf the Plan pays benefits. No adult Covered Person hereunder may assign any rights that it may have to Recover medical expenses from any tortfeasor or other person or entity to any minor child or children of said adult Covered Person without the prior express written consent of the Plan.

The Plan's right of Subrogation and reimbursement, as set forth below, extends to all insurance coverage available to you due to an Injury, Illness, or Condition for which the Plan has paid medical claims (including, but not limited to, liability coverage, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, workers compensation coverage, no-fault automobile coverage, or any first party insurance coverage).

Your health Plan is always secondary to automobile or premises no-fault coverage, personal injury protection coverage, or medical payments coverage.

Subrogation

The right of Subrogation means the Plan is entitled to pursue any claims that you may have in order to Recover the benefits paid by the Plan. Immediately upon paying or providing any benefit under the Plan, the Plan shall be Subrogated to (stand in the place of) your right of Recovery with respect to any claim or potential claim against any party, due to an Injury, Illness, or Condition to the full extent of benefits provided, or to be provided, by the Plan. The Plan may assert a claim or file suit in your name and take appropriate action to assert its Subrogation claim, with or without your consent. The Plan is not required to pay you part of any Recovery it may obtain, even if it files suit in your name.

Reimbursement

If you receive any payment as a result of an Injury, Illness, or Condition, you agree to reimburse the Plan first from such payment for all amounts the Plan has paid and will pay as a result of that Injury, Illness, or Condition, up to and including the full amount of your Recovery.

Constructive Trust

By accepting benefits (whether the payment of such benefits is made to you or made on your behalf to any provider), you agree that if you receive any payment as a result of an Injury, Illness, or Condition, you will serve as a constructive trustee over those funds. Failure to hold such funds in trust will be deemed a breach of your fiduciary duty to the Plan.

Lien Rights

Further, the Plan will automatically have a lien to the extent of benefits paid by the Plan for the treatment of the Illness, Injury, or Condition upon any Recovery whether by settlement, judgment or otherwise, related to treatment for any Illness, Injury, or Condition for which the Plan paid benefits. The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the Plan including, but not limited to, you, your representative or agent, and any other source possessing funds representing the amount of benefits paid by the Plan.

Assignment

In order to secure the Plan's Recovery rights, you agree to assign to the Plan any benefits, claims, or right of Recovery you have under any automobile policy or other coverage, to the full extent of the Plan's Subrogation and reimbursement claims. This assignment allows the Plan to pursue any claim you may have, whether or not you choose to pursue the claim.

First-Priority Claim

By accepting benefits from the Plan, you acknowledge that the Plan's Recovery rights are a first priority claim and are to be repaid to the Plan before you receive any Recovery for your damages. The Plan shall be entitled to full reimbursement on a first-dollar basis from any payments, even if such payment to the Plan will result in a Recovery that is insufficient to make you whole or to compensate you in part or in whole for the damages sustained. The Plan is not required to participate in or pay your court costs or attorneys' fees to any attorneys you hire to pursue your damage claim.

Applicability to All Settlements and Judgments

The terms of this entire Subrogation and right of Recovery provision shall apply. The Plan is entitled to full Recovery regardless of whether any liability for payment is admitted and regardless of whether the settlement or judgment identifies the medical benefits the Plan provided and regardless of whether the settlement or judgment purports to allocate any portion of such settlement or judgment to payment of expenses other than medical expenses. The Plan is entitled to Recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages and/or general damages only. The Plan's claim will not be reduced due to your own negligence.

Cooperation

You agree to cooperate fully with the Plan's efforts to Recover benefits paid. It is your duty to notify the Plan within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of your intention to pursue or investigate a claim to Recover damages or obtain compensation due to your Injury, Illness or Condition. You and your agents shall provide all information requested by the Plan, the Claims Administrator, or its representative, including, but not limited to, completing and submitting any application or other forms or statements as the Plan may reasonably request and all documents related to or filed in personal injury litigation. Failure to provide this information, failure to assist the Plan in pursuit of its Subrogation rights, or failure to reimburse the Plan from any settlement or Recovery you receive may result in the termination of your health benefits or the institution of court proceedings against you.

You shall do nothing to prejudice the Plan's Subrogation and Recovery interests or to prejudice the Plan's ability to enforce the terms of this Plan provision. This includes, but is not limited to, refraining from making any settlement or Recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan. If you fail to cooperate with the Plan in its efforts to Recover such amounts or do anything to hinder or prevent such a Recovery, you will cease to be entitled to any further Plan benefits. The Plan will also have the right to withhold or offset future benefit payments up to the amount of any settlement, judgment, or Recovery you obtain, regardless of whether the settlement, judgment, or Recovery is designated to cover future medical benefits or expenses.

You acknowledge that the Plan has the right to conduct an investigation regarding the Injury, Illness, or Condition to identify potential sources of Recovery. The Plan reserves the right to notify all parties and his/her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

You acknowledge that the Plan has notified you that it has the right pursuant to the Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. Section 1301 et seq., to share your personal health information in exercising its Subrogation and reimbursement rights.

Interpretation

In the event that a claim is made that any part of this Subrogation and right of Recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Claims Administrator for the Plan shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

Jurisdiction

By accepting benefits from the Plan, you agree that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the Plan may elect. By accepting such benefits, you hereby submit to each such jurisdiction, waiving whatever rights may correspond by reason of your present or future domicile. By accepting such benefits, you also agree to pay all attorneys' fees the Plan incurs in successful attempts to Recover amounts the Plan is entitled to under this section.

PROVISIONS APPLICABLE TO ALL COVERAGE

The Plan Sponsor reserves the right to terminate, suspend, withdraw, amend, or modify the Plan at any time. Any such change or termination in benefits (a) will be based solely on the decision of the Plan Sponsor; and (b) may apply to active Employees or present and future retirees as either separate groups or as one group.

Any representations or statements which disagree with the provisions of the Plan as stated herein, which are made by the Plan Sponsor, Plan Administrators, Representatives or Agents, plan Participants or providers:

1. Shall not be considered as representations or statements made by, or on behalf of the Plan; Plan Sponsor or Administrator;
2. Shall not bind Plan Administrator for benefits under the Plan.

TERMINATION OF EMPLOYEE COVERAGE

Your coverage under this plan will terminate automatically without notice as of midnight on the earliest of the following dates:

1. the last day of the month in which the Employee is no longer paid for working the number of hours listed in Employee Eligibility, or otherwise fails to meet the eligibility requirements listed in such section;
2. the earlier of the last day of the last Stability Period during which the Employee was eligible if the Employee failed to average thirty (30) hours per week during the latest Measurement Period that applies to such Employee, or the date such Employee's employment with the Employer is terminated. This will be considered to be a reduction in hours Qualifying Event for the purposes of this Plan's COBRA continuation provision;
3. the date specified in the notification from the Plan Administrator that coverage is terminated due to fraud or a material fraudulent act committed or contributed to by the Employee, including, but not limited to, intentionally submitting false claims to the Plan, or knowingly allowing the use of a Plan identification card to obtain Plan benefits by a person who is not authorized to do so;
4. the last day of the period for which a Participant Contribution was made following the date the Employee fails to make any required Participant Contribution for coverage; or
5. the date the Plan is terminated or, with respect to any benefit of the Plan, the date of termination of any such benefit.

In addition, coverage may continue under the Plan, under certain circumstances and in accordance with applicable federal laws. Such continuation may be at the Participant's or Dependent's own expense. For further clarification, refer to the Family and Medical Leave provisions, and COBRA continuation coverage. This Plan will also comply with the continuation provisions contained in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as they apply to Employees entering Service in the Uniformed Services.

CONTINUATION OF COVERAGE

Coverage for an Employee and his or her eligible Dependents under this Plan may be continued if the Employee is no longer eligible for coverage because he or she is on an Employer approved medical leave of absence or is provided with continuation coverage pursuant to a written severance agreement with the Employer until the earliest of the following dates:

1. the date the Employee is required to return to Active Work by the Employer, and he or she fails to do so;
2. the date the Employee fails to make any required Participant Contribution for this coverage;
3. if absent due to a medical leave of absence, the date that is the end of the month following six (6) months from the date the Employee last actively worked;
4. if covered pursuant to a severance agreement, the earlier of the date specified in the agreement that benefits should cease or twenty-four (24) months from the date the Employee was last Actively at Work;
5. the date the Employee becomes eligible for coverage as an employee under any other similar health plan sponsored by another employer; or
6. the date that this Plan is terminated.

Any continuation rights that the Participants may be entitled to under the provisions of COBRA shall begin after the period of continuation described above.

TERMINATION OF DEPENDENT COVERAGE

For a Dependent, as of midnight on the earliest of the following dates:

1. the date the Employee's coverage ceases under this Plan. In the case of the death of the Employee, all then enrolled family members will terminate on the end of the month in which the death occurs;
2. the end of the month following the date the Dependent ceases to be a Dependent, as defined in the Plan;
3. the date specified in the notification from the Plan Administrator that coverage is terminated due to fraud or a material fraudulent act committed or contributed to by the Dependent, including, but not limited to, intentionally submitting false claims to the Plan, or knowingly allowing the use of a Plan identification card to obtain Plan benefits by a person who is not authorized to do so;
4. the last day of the period for which a Participant Contribution for Dependent Coverage was made following the date the Participant fails to make any required Participant Contribution for Dependent Coverage; or

5. the date of cancellation of Dependent benefits under this Plan.

In addition, coverage may continue under the Plan, under certain circumstances and in accordance with applicable federal laws. Such continuation may be at the Employee's or Dependent's own expense. For further clarification, refer to the COBRA continuation coverage section.

FAMILY AND MEDICAL LEAVE

If you take an approved leave of absence in accordance with the federal Family and Medical Leave Act of 1993, coverage for you and your Dependents will be continued under the same terms and conditions as if you have continued performing services for Heidelberg University, provided you continue to pay your regular contribution towards coverage.

If you fail to make the required contribution for coverage within the 30-day grace period from the contribution due date, then your coverage will terminate as of the date the contribution was due.

If you do not return to work for Heidelberg University after the approved Family Medical Leave, or if you have given notice of intent not to return to work during the leave, or if you exhaust your FMLA entitlement, coverage may be continued under the Continuation of Coverage (COBRA) provision of this Plan, provided you elect to continue under the COBRA provision. Continuation of Coverage (COBRA) will be provided only if the following conditions have been met:

1. You were covered under this Plan on the day before the FMLA leave began or became covered during the FMLA leave;
2. You do not return to work after an approved FMLA leave; and
3. Without COBRA, you would lose coverage under this Plan.

Continuation of Coverage (COBRA) will become effective on the last day of the FMLA leave as determined below:

1. The date you fail to return to work after an approved Family or Medical Leave;
2. The date you inform Heidelberg University that you do not intend to return to work; or
3. The date you exhaust your FMLA entitlement and fail to return to work.

Coverage continued during a Family or Medical Leave will not be counted toward the maximum COBRA continuation period.

If you decline coverage during the FMLA leave period, or if you elect to continue coverage during the Family or Medical Leave and fail to pay the required contributions, you will still be eligible for COBRA continuation at the end of the FMLA leave, if you do not return to work. COBRA continuation will become effective on the last day of the FMLA leave. You need not provide evidence of good health to elect COBRA continuation, even if there was a lapse in coverage during the FMLA leave period.

If coverage lapses for any reason during an FMLA leave and you return to work on a timely basis following an approved FMLA leave, coverage will be reinstated as if you have continued performing services during the leave, including Dependent coverage. Reinstatement will be provided without having to satisfy any waiting period, or provide evidence of good health.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

In compliance with the requirements of the HIPAA Privacy and Security regulations, herein referred to as the "HIPAA Regulations", the following has been established as the extent to which the Plan Sponsor will receive, use, and/or disclose Protected Health Information.

Permitted disclosure of Individuals' Protected Health Information to the Plan Sponsor

- A. The Plan (and any business associate acting on behalf of the Plan), or any health care issuer servicing the Plan will disclose Individuals' Protected Health Information to the Plan Sponsor only to permit the Plan Sponsor to carry out plan administration functions. Such disclosure will be consistent with the provisions of the HIPAA Regulations.
- B. All disclosures of the Protected Health Information of the Plan's Individuals by the Plan's business associate or health care issuer, to the Plan Sponsor will comply with the restrictions and requirements set forth in this document and in 45 C.F.R. §164.504 (the "504" provisions).
- C. The Plan (and any business associate acting on behalf of the Plan), may not permit a health care issuer, to disclose Individuals' Protected Health Information to the Plan Sponsor for employment-related actions and decisions in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- D. The Plan Sponsor will not use or further disclose Individuals' Protected Health Information other than as described in the Plan Documents and permitted by the "504" provisions.
- E. The Plan Sponsor will ensure that any agent(s), including a subcontractor, to whom it provides Individuals' Protected Health Information received from the Plan (or from the Plan's business associate or health care issuer), agrees to the same restrictions and conditions that apply to the Plan Sponsor with respect to such Protected Health Information.
- F. The Plan Sponsor will not use or disclose Individuals' Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- G. The Plan Sponsor will report to the Plan any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan Documents (as amended) and in the "504" provisions, including any Breaches, of which the Plan Sponsor becomes aware.

Disclosure of Individuals' Protected Health Information - Disclosure by the Plan Sponsor

- A. The Plan Sponsor will make the Protected Health Information of the Individual who is the subject of the Protected Health Information available to such Individual in accordance with 45 C.F.R. § 164.524.
- B. The Plan Sponsor will make Individuals' Protected Health Information available for amendment and incorporate any amendments to Individuals' Protected Health Information in accordance with 45 C.F.R. § 164.526.

- C. The Plan Sponsor will make and maintain an accounting so that it can make available those disclosures of Individuals' Protected Health Information that it must account for in accordance with 45 C.F.R. § 164.528.
- D. The Plan Sponsor will make its internal practices, books, and records relating to the use and disclosure of Individuals' Protected Health Information received from the Plan available to the U.S. Department of Health and Human Services for purposes of determining compliance by the Plan with the HIPAA Regulations.
- E. The Plan Sponsor will, if feasible, return or destroy all Individuals' Protected Health Information received from the Plan (or a business associate or health care issuer with respect to the Plan) that the Plan Sponsor still maintains in any form after such information is no longer needed for the purpose for which the use or disclosure was made. Additionally, the Plan Sponsor will not retain copies of such Protected Health Information after such information is no longer needed for the purpose for which the use or disclosure was made. If, however, such return or destruction is not feasible, the Plan Sponsor will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- F. The Plan Sponsor will ensure that the required adequate separation, described later in this section, is established and maintained.

Disclosures of Summary Health Information and Enrollment and Disenrollment Information to the Plan Sponsor

- A. The Plan, or a business associate or health care issuer with respect to the Plan, may disclose summary health information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions, if the Plan Sponsor requests the summary health information for the purpose of:
 - 1. Obtaining premium bids from health plans for providing health coverage under the Plan; or
 - 2. Modifying, amending, or terminating the Plan.
- B. The Plan, or a business associate or health care issuer with respect to the Plan, may disclose enrollment and disenrollment information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions.

Required separation between the Plan and the Plan Sponsor

- A. In accordance with the "504" provisions, this section describes the employees or classes of employees or workforce members under the control of the Plan Sponsor who may have access to Individuals' Protected Health Information received from the Plan or from a business associate or health care issuer servicing the Plan.
 - 1. the Director of Human Resources; and
 - 2. the Payroll Officer;
- B. This list reflects the employees, classes of employees, or other workforce members of the Plan Sponsor who may receive or at times access Individuals' Protected Health Information relating to payment under, health care operations of, or other matters pertaining to plan administration functions that the Plan Sponsor provides for the Plan. These individuals will have access to Individuals' Protected Health Information solely to perform these identified functions, and they will be subject to disciplinary action and/or

sanctions (including termination of employment or affiliation with the Plan Sponsor) for any use or disclosure of Individuals' Protected Health Information in violation of, or noncompliance with, the provisions of this Amendment.

- C. The Plan Sponsor will promptly report any violation or noncompliance, including any unauthorized use or disclosure of Individuals' Protected Health Information to the Plan and will cooperate with the Plan to correct the violation or noncompliance, to impose appropriate disciplinary action and/or sanctions, and to mitigate any deleterious effect of the violation or noncompliance.

HIPAA Security Standards

Definitions

- A. *Electronic Protected Health Information* – The term "Electronic Protected Health Information" has the meaning set forth in 45 C.F.R. § 160.103, as amended from time to time, and generally means protected health information that is transmitted or maintained in any electronic media.
- B. *Plan* – The term "Plan" means Heidelberg University Non-Grandfathered Employee Benefit Plan C.
- C. *Plan Documents* – The term "Plan Documents" means the group health plan's governing documents and instruments (*i.e.*, the documents under which the group health plan was established and is maintained), including but not limited to Heidelberg University Non-Grandfathered Employee Benefit Plan C Plan Document.
- D. *Plan Sponsor* – The term "Plan Sponsor" means the entity as defined at section 3(16) (B) of ERISA, 29 U.S.C. § 1002(16) (B). The Plan Sponsor is Heidelberg University.
- E. *Security Incidents* – The term "Security Incidents" has the meaning set forth in 45 C.F.R. § 164.304, as amended from time to time, and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

Plan Sponsor Obligations

Where Electronic Protected Health Information will be created, received, maintained, or transmitted to or by the Plan Sponsor on behalf of the Plan, the Plan Sponsor shall reasonably safeguard the Electronic Protected Health Information as follows:

- A. Plan Sponsor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Plan Sponsor creates, receives, maintains, or transmits on behalf of the Plan;
- B. Plan Sponsor shall ensure that the adequate separation that is required by 45 C.F.R. § 164.504(f) (2) (iii) of the HIPAA Regulations is supported by reasonable and appropriate security measures;
- C. Plan Sponsor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate security measures to protect such Information; and

- D. Plan Sponsor shall report to the Plan any Security Incidents of which it becomes aware as described below:
1. Plan Sponsor shall report to the Plan within a reasonable time after Plan Sponsor becomes aware, any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of the Plan's Electronic Protected Health Information; and
 2. Plan Sponsor shall report to the Plan any other Security Incident on an aggregate basis every quarter, or more frequently upon the Plan's request.

COBRA COVERAGE

SUMMARY OF RIGHTS AND OBLIGATIONS REGARDING CONTINUATION OF COVERAGE UNDER THE BENEFIT PLAN

Federal law requires most employers sponsoring group health plans to offer Employees and their families the opportunity to elect a temporary extension of health coverage (called "continuation coverage" or "COBRA coverage") in certain instances where coverage under the group health plan would otherwise end. You do not have to show that you are insurable to elect continuation coverage. However, you will have to pay all of the cost of your continuation coverage.

This section is intended only to summarize, as best possible, your rights and obligations under the law. The Plan offers no greater COBRA rights than what the COBRA statute requires, and this Notice should be construed accordingly.

Both you (the Employee) and your Spouse should read this summary carefully and keep it with your records.

Qualifying Events

If you are an Employee of Heidelberg University and you are covered by the Plan, you have a right to elect continuation coverage if you lose coverage under the Plan because of any of the following "qualifying events":

1. Termination (for reasons other than your gross misconduct) of your employment.
2. Reduction in the hours of your employment.
3. Disability Determination

If you are the Spouse of an Employee covered by the Plan, you have the right to elect continuation coverage if you lose coverage under the Plan because of any of the following five "qualifying events":

1. The death of your Spouse.
2. A termination of your Spouse's employment (for reasons other than gross misconduct) or reduction in your Spouse's hours of employment with Heidelberg University.
3. Divorce or legal separation from your Spouse. (Also, if an Employee drops his or her Spouse from coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later event will be considered a qualifying event even though the ex-Spouse lost coverage earlier. If the ex-

- Spouse notifies the administrator within 60 days of divorce and can establish that the coverage was dropped earlier in anticipation of divorce, then COBRA coverage may be available for the period after the divorce or legal separation.)
4. Your Spouse becomes entitled to Medicare benefits.
 5. Your Spouse becomes disabled.

In the case of a Dependent child of an Employee covered by the Plan, he or she has the right to elect continuation coverage if group health coverage under the Plan is lost because of any of the following six “qualifying events”:

1. The death of the Employee parent.
2. The termination of the Employee parent’s employment (for reasons other than gross misconduct) or reduction in the Employee parent’s hours of employment with Heidelberg University.
3. Parents’ divorce or legal separation.
4. The Employee parent becomes entitled to Medicare benefits.
5. The Dependent ceases to be a “Dependent child” under the Plan.
6. Employee parent becomes disabled.

Notices and Election Procedures

Your employer is responsible for notifying the plan administrator of certain qualifying events, such as termination of employment (other than gross misconduct), reduction of hours, death and employee’s Medicare entitlement. You (the Employee) and/or your qualified beneficiaries will be notified of the right to elect continuation coverage automatically (i.e., without any action required by you or a family member) upon these events that resulted in a loss in coverage.

Under the COBRA statute, you (the Employee) or a family member have the responsibility to notify the Plan Administrator upon a divorce, legal separation, a child losing Dependent status, or a disability determination. This notice is required to be submitted to your Plan Administrator in writing. You must contact your Plan Administrator to obtain an “Enrollment/Change Form” to provide proper notice. The form provides information as to whom and where the Notice is to be sent. You or a family member must provide this notice within 60 days of the date of the qualifying event, or the date coverage is lost, whichever is later.

Notification of a second qualifying event must be made to the Plan Administrator within 60 days of the qualifying event, and must be in writing as described in the above paragraph.

Notification of a disability determination must be made to the Plan Administrator within 60 days of the LATER of the date of determination, date of qualifying event, or date coverage is lost as a result of the qualifying event. Notification must be in writing as described in the above paragraph, and a copy of the SSA Determination must accompany your notice. Please note you have 30 days from the determination to notify Plan Administrator that you are no longer disabled.

If you or family members fail to provide this notice to the Plan Administrator during this 60-day notice period, any family member who loses coverage will NOT be offered the option to elect continuation coverage. Further, if you or a family member, fail to notify the Plan Administrator, and any claims are paid mistakenly for expenses Incurred after the last day of coverage, then you and your qualified beneficiaries will be required to reimburse the Plan for any claims so paid.

If the Plan Administrator is provided timely notice of a divorce, legal separation, a child's losing Dependent status, or a disability determination that has caused a loss of coverage, the Plan Administrator will notify the affected family member of the right to elect continuation coverage.

You (the Employee) or your qualified beneficiaries must elect continuation coverage within 60 days after Plan coverage ends or, if later, 60 days after the Plan Administrator sends you or your family member notice of the right to elect continuation coverage.

If you or your qualified Beneficiaries do not elect continuation coverage within this 60-day election period, you or your qualified Beneficiaries will lose the right to elect continuation coverage. Once the election is sent to the Plan Sponsor it is effective back to the date the employer sponsored coverage was lost. Please Note: No claims will be paid until the COBRA payment is received.

A covered Employee or the Spouse of the covered Employee may elect continuation coverage for all qualified beneficiaries. The covered Employee and his or her Spouse and Dependent children each also have an independent right to elect continuation coverage. Thus, a Spouse or Dependent child may elect continuation coverage even if the covered Employee does not (or is not deemed to) elect it.

You or your qualified beneficiaries can elect continuation coverage if you or the family member, at the time you or the family member elect continuation coverage, are covered under another employer-sponsored group health plan or are entitled to Medicare.

Type of Coverage; Payments of Contributions

Ordinarily, you or your qualified beneficiaries will be offered COBRA coverage that is the same coverage that you, he or she had on the day before the qualifying event. Therefore, a person (Employee, Spouse or Dependent child) who is not covered under the Plan on the day before the qualifying event is generally not entitled to COBRA coverage except, for example, where there is no coverage because it was eliminated in anticipation of a qualifying event such as divorce. If the coverage for similarly situated Employees or their family members is modified, COBRA coverage will be modified the same way.

The premium payments for the "initial premium months" must be paid for you (the Employee) and any qualified beneficiaries by the 45th day after electing continuation coverage. The initial premium months begin from the date you lost your employer sponsored coverage, and end on or before the 45th day after the date of the COBRA election. All other premiums are due on the 1st day of the month for which the premium is paid, subject to a 30-day grace period. A premium payment is made on the date it is post-marked or actually received; whichever is earlier.

Maximum Coverage Periods

36 Months. If you (Spouse or Dependent child) lose group health coverage because of the Employee's death, divorce, legal separation, or the Employee's becoming entitled to Medicare, or because you lose your status as a Dependent under the Plan, the maximum continuation coverage period (for Spouse and Dependent child) is 36 months from the date of the qualifying event.

If the Employee is entitled to Medicare at the time of or after the initial qualifying event, please see Item 3 under Exceptions below.

18 Months. If you (Employee, Spouse or Dependent child) lose group health coverage because of the Employee's termination of employment (other than for gross misconduct), reduction in hours, or disability determination the maximum continuation coverage period (for the Employee, Spouse and Dependent child) is 18 months from the date of termination or reduction in hours.

If the Employee is entitled to Medicare at the time of or after the initial qualifying event, please see Item 3 under Exceptions below.

Exceptions. There are three exceptions:

1. If an Employee or family member is disabled at any time during the first 60 days of continuation coverage (running from the date of termination of employment or reduction in hours), the continuation coverage period for all qualified beneficiaries under the qualifying event is 29 months from the date of termination or reduction in hours. The Social Security Administration must formally determine under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act that the disability exists and when it began. For the 29-month continuation coverage period to apply, notice of the determination of disability under the Social Security Act must be provided to Heidelberg University or the Plan Administrator both within the 18-month coverage period and within 60 days after the date of the determination.
2. If a second qualifying event that gives rise to a 36-month maximum coverage period (for example, the Employee dies or becomes divorced) occurs within an 18-month or 29-month coverage period, the maximum coverage period becomes 36 months from the date of the initial termination or reduction in hours for the Spouse or dependent child.
3. If within the 18 month period after Medicare entitlement, the Employee experiences a qualifying event (due to termination or reduction of hours worked) then the period of continuation for family members, other than the Employee, who are qualified beneficiaries, is up to 36 months from the date of Medicare entitlement.

If the Employee experiences a qualifying event on or before the date of Medicare entitlement, or after the expiration of the 18 month period after Medicare entitlement, both Employee and family members who are qualified beneficiaries are entitled to up to 18 months from the date of the qualifying event.

If the Employee's Medicare entitlement follows an initial qualifying event (due to termination or reduction of hours worked) and would have resulted in a loss of coverage had it occurred before the initial qualifying event, then other family members who are qualified beneficiaries will be allowed to elect COBRA coverage up to 36 months from the date of the initial qualifying event.

Children Born To, or Placed for Adoption with the Covered Employee after the Qualifying Event

If, during the period of continuation coverage, a child is born to, adopted by or placed for adoption with the covered Employee and the covered Employee has elected continuation coverage for himself or herself, the child is considered a qualified beneficiary. The covered

Employee or other guardian has the right to elect continuation coverage for the child, provided the child satisfies the otherwise applicable plan eligibility requirements (for example, age). The covered Employee or a family member must notify the Plan Administrator within 30 days of the birth, adoption, or placement to enroll the child on COBRA, and COBRA coverage will last as long as it lasts for other family members of the Employee. (The 30-day period is the Plan's normal enrollment window for newborn children, adopted children or children placed for adoption). If the covered Employee or family member fails to so notify the Plan Administrator in a timely fashion, the covered Employee will NOT be offered the option to elect COBRA coverage for the child.

Termination of COBRA before the End of Maximum Coverage Period

Continuation coverage of the Employee, Spouse, and/or Dependent child will automatically terminate (before the end of the maximum coverage period) when any one of the following six events occurs:

1. Heidelberg University no longer provides group health coverage to any of its Employees.
2. The premium for the qualified beneficiary's COBRA coverage is not timely paid.
3. After electing COBRA, you (Employee, Spouse or Dependent child) become covered under another group health plan (as an Employee or otherwise) that has no exclusion or limitation with respect to any preexisting condition that you have. If the "other plan" has applicable exclusions or limitations, your COBRA coverage will terminate after the exclusion or limitation no longer applies (for example, after a 12-month preexisting condition waiting period expires). This rule applies only to the qualified beneficiary who becomes covered by another group health plan. Note that under Federal law (the Health Insurance Portability and Accountability Act of 1996), an exclusion, or limitation of the other group health plan might not apply at all to the qualified beneficiary, depending on the length of his or her creditable health plan coverage prior to enrolling in the other group health plan.
4. After electing COBRA, you (Employee, Spouse or Dependent child) become entitled to Medicare benefits. This will apply only to the person who becomes entitled to Medicare.
5. If you (Employee, Spouse or Dependent child) became entitled to a 29-month maximum coverage period due to disability of a qualified beneficiary, but then there is a final determination under Title II or XVI of the Social Security Act that the qualified beneficiary is no longer disabled (however, continuation coverage will not end until the month that begins more than 30 days after the determination).
6. Occurrence of any event (e.g., submission of fraudulent benefit claims) that permits termination of coverage for cause with respect to covered Employees or their Spouses or Dependent children who have coverage under the Plan for a reason other than the COBRA coverage requirements of Federal law.

Other Information

If you (the Employee) or your qualified beneficiaries have any questions about this notice or COBRA, please contact the Plan Administrator at the address listed below. Also, please contact Heidelberg University if you wish to receive the most recent copy of the Plan's Summary Plan Description, which contains important information about Plan benefits, eligibility, exclusions, and limitations.

If your marital status changes, or a Dependent ceases to be a Dependent eligible for coverage under the Plan terms, or your or your Spouse's address changes, you must immediately notify the Plan Administrator.

Heidelberg University
Attn: Human Resource Department
310 East Market Street
Tiffin, Ohio 44883
(419) 448-2000

USERRA

The following provisions are required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA):

Continuation of Coverage Due to Military Leave

If you are absent from work due to a leave for military service and were covered under this Plan prior to the leave, coverage for you and your Dependents may be continued for a period that is the lesser of twenty-four (24) months or a period that ends the day you fail to apply for or return to a position of employment. Coverage continued during the military service will be counted toward the maximum COBRA continuation period. The twenty-four (24) month period is measured from the date you leave work for military service.

If you are on military leave for less than thirty-one (31) days, your contribution for coverage will be the same as while you are actively at work. If your military leave extends for more than thirty-one (31) days, then you are required to pay the full cost of coverage.

Reinstatement of Coverage Following Military Leave

If you are reemployed following military leave, you will be covered under the same terms and conditions that would have been provided had you continued actively working.

Your coverage will be reinstated on your date of reemployment, provided the following conditions are met:

1. You have given advance written or verbal notice of the military leave to Heidelberg University (advance notice to your Employer is not required in situations of military necessity or if giving notice is otherwise impossible or unreasonable under the circumstances);
2. The cumulative length of the leave and all previous absences from employment do not exceed five (5) years;
3. Reemployment follows a release from military service under honorable conditions; and
4. You report to, or submit an application to Heidelberg University as follows:
 - a. On the first business day following completion of military service for a leave of thirty (30) days or less; or
 - b. Within fourteen (14) days of completion of military service for a leave of thirty-one (31) days to one hundred-eighty (180) days; or
 - c. Within ninety (90) days of completion of military service for a leave of more than one hundred-eighty days.

If you are Hospitalized for, or recovering from, an Illness or Injury when your military leave expires, you have two (2) years to apply for reemployment.

If you provide written notice of intent not to return to work after military leave, you are not entitled to reemployment benefits.

If the requirements for reemployment are satisfied, coverage will continue as though employment had not been interrupted by a military leave, even if you decline continued coverage during the leave. No new waiting periods will apply to you or your Dependents. However, a waiting period and/or plan exclusion may apply for Illness or Injury determined by the Secretary of Veterans Affairs to have been Incurred in, or aggravated during military service.

EFFECT OF MEDICARE ON THE PLAN

If a Covered Person is eligible for Medicare and incurs covered expenses for which benefits are payable under this Plan, then the Plan Administrator will first determine if the Plan is Primary or Secondary to coverage provided by Medicare. Primary means that benefits payable under this Plan will be determined and paid without regard to Medicare. Secondary means that payments under the Plan will be reduced so that the total payable by Medicare and the Plan will not exceed 100% of the actual covered expense.

Coverage for a Covered Person will always be Primary if:

1. The Covered Person is entitled to benefits under Medicare based off his/her age, and is an active Employee or the Spouse of an active Employee of an employer with 20 or more Employees; or
2. The Covered Person is entitled to benefits under Medicare because of renal dialysis or kidney transplant. In this case, starting on the date the Covered Person becomes eligible for Medicare, coverage under this plan will be Primary only during the first 30 months of the coordination period such person is so entitled; or
3. The Covered Person is entitled to Medicare on the basis of disability, and his/her employer has 100 or more Employees.

Coverage for a Covered Person will be Secondary if:

1. The Covered Person is entitled to Medicare on the basis of age, and is an active Employee or the Spouse of an active Employee of an employer with less than 20 Employees.
2. The Covered Person has been entitled to benefits under Medicare because of renal dialysis or kidney transplant for more than 30 months (coordination period). In this case, coverage under this Plan will be Secondary only after the first 30 months of the coordination period such person is so entitled; or
3. The Covered Person is entitled to Medicare on the basis of disability, and his/her employer has less than 100 Employees.
4. The Covered Person is a retired Employee or the covered Dependent of a retired Employee.

The Plan Administrator will decide whether coverage is Primary or Secondary based on the status of the Covered Person on the date the covered expense is Incurred.

If a Covered Person is eligible for Part B benefits, but does not enroll for coverage or does not make due claim for Medicare benefits, the Plan Administrator may calculate benefits as if he/she were enrolled in part B of Medicare and full claim for benefits had been made.

DEFINITIONS

Alcoholism - a Condition classified as a mental disorder and described in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, as alcohol dependence, abuse or alcoholic psychosis.

Allowed Amount - the maximum amount payable for Covered Services that includes, but is not limited to, the following:

- The negotiated amount with PPO Providers that the provider will accept, as set forth in the applicable network's contracts
- Medicare reimbursement
- Fee schedules

In the absence of a contract between the Claims Administrator or another network vendor, the Allowed Amount will be the maximum amount payable for the claim, as determined by the Claims Administrator in its discretion. In this case, the Allowed Amount will likely be less than the provider's Billed Charges. If you receive services from a non-participating provider, and you are balanced billed for the difference between the Allowed Amount and the Billed Charges, you may be responsible for the full amount up to the provider's Billed Charges, even if you have met your Out-of-Pocket Maximum.

Ambulatory Surgical Facility - a facility, with an organized staff of Physicians, which:

- has permanent facilities and equipment for the primary purpose of performing surgical procedures on an outpatient basis;
- provides treatment by or under the supervision of Physicians and nursing services whenever the patient is in the facility;
- does not provide Inpatient accommodations; and
- is not, other than incidentally, used as an office or clinic for the private practice of a Physician or Professional Other Provider.

Benefit Period – the period of time specified in the Schedule of Benefits during which Covered Services are rendered, and benefit maximums, Deductibles, Copayments, Coinsurance and Out-of-Pocket Maximums are accumulated. The first and/or last Benefit Period may be less than 12 months depending on the Effective Date and the date your coverage terminates.

Billed Charges – the amount billed on the claim submitted by the Provider for services and supplies provided to a Covered Person.

Birthing Center - a facility which meets all of the following tests:

- It is primarily engaged in providing birthing services for low risk pregnancies;
- It is operated under the supervision of a doctor;
- It has at least one licensed registered nurse certified as a nurse midwife in attendance at all times;

- It has a written agreement with a Hospital located in the immediate geographical area of the Birthing Center to provide emergency admission of the Covered Person.

Calendar Year - the period that starts with the effective date on your identification card and ends on December 31st of such year. Each following Calendar Year shall start on January 1st of any year and end on December 31st of that year.

Certificate of Creditable Coverage - a certification of coverage to individuals who cease to be covered under a plan.

Child Support Performance and Incentive Act of 1998 (CSPIA) Information and Notification - requires a group health plan, insurance company, and HMO to honor a qualified medical child support order (QMCSO) submitted to the Plan and pay benefits to:

1. Any child who is an “alternate recipient” specified therein;
 2. The child’s custodial parent or guardian who incurs covered expenses on the child’s behalf; or
 3. An official of a state or political subdivision whose name and address has been substituted for that of any alternate payee in the order. This third alternative is effective for QMCSOs issued on or after August 5, 1997.
- If the Plan receives a court order to provide coverage for a qualified employee’s dependent child, the Plan Sponsor must notify the employee and determine if the child is eligible for coverage. Eligibility determinations will be made in accordance with federal child support order laws and regulations. The employee will be responsible for any required contributions.
 - The coverage provided in accordance with a child support order will be effective as of the date of the child support order and subject to all provisions of the group plan. The coverage required by a child support order will cease on the earlier of the date the support order expires or the date the dependent is enrolled for similar coverage. The Plan will not deny coverage or benefits because a person is eligible for other state or federal sponsored medical benefits.
 - If covered expenses for a dependent child are paid by a custodial parent or legal guardian who is not the covered employee and/or dependent, reimbursement must be made directly to the custodial parent or legal guardian rather than the covered employee and/or dependent. A custodial parent or legal guardian may also sign claim forms and assign Plan benefits.

Claims Administrator – an organization which has been retained by the Plan Administrator / Plan Sponsor to process healthcare claims and / or provide administrative services on behalf of the Plan. Administrator in this definition does not have the same meaning as the term “Plan Administrator” as used in the Employee Retirement Income Security Act of 1974 (ERISA).

Coinsurance - a percentage of the Allowed Amount, as specified in the Schedule of Benefits, that you are required to pay toward Covered Services.

Complications of Pregnancy - a Condition needing medical treatment before or after termination of pregnancy. The Condition must be diagnosed as distinct from pregnancy or as caused by it. Examples are: acute nephritis, cardiac decompensation; miscarriage; disease of the vascular, hemopoietic, nervous or endocrine systems; and similar Conditions that can’t be

classified as a distinct complication of pregnancy but are connected with the management of a difficult pregnancy. Also included are: Medically Necessary cesarean sections; terminated ectopic pregnancy; spontaneous termination that occurs during pregnancy in which a viable birth is impossible; hyperemesis gravidarum; and preeclampsia.

Condition - an Injury, ailment, disease, Illness or disorder.

Confinement/Confined - the period starting with a Covered Person's admission on an inpatient basis (more than 24 hours) to a Hospital or other licensed health care facility for treatment of an Illness or Injury. Confinement ends with the Covered Person's discharge from the same Hospital or other facility. If the Covered Person is transferred to another Hospital or other facility for continued treatment of the same or related Illness or Injury, it is considered one Confinement.

Consultant - a Physician or Professional Other Provider, as defined, who has special knowledge, training, and skill related to your Injury, Illness, or disease.

Convalescent Facility/Skilled Nursing Facility/Rehabilitation Facility

- A Skilled Nursing Facility, as the term is defined in Medicare, which is qualified to participate and eligible to receive payments under and in accordance with the provisions of Medicare, except for a Skilled Nursing Facility which is part of a Hospital, as defined; or
- An institution which fully meets all of the following:
 - a. It is operated in accordance with the applicable laws of the jurisdiction in which it is located;
 - b. It is under the supervision of a licensed Physician, or registered graduate nurse (R.N.) who is devoting full-time to such supervision;
 - c. It is regularly engaged in providing room and board and continuously provides 24 hour-a-day Skilled Nursing care of sick and injured persons at the patient's expense during the convalescent stage of an Injury or Illness;
 - d. It maintains a daily medical record of each patient who is under the care of a duly licensed Physician;
 - e. It is authorized to administer medication to patients on the order of a duly licensed Physician;
 - f. It is not, other than incidentally, a home for the aged, the blind, the deaf, a hotel, a domiciliary care home, a maternity home, or a home for alcoholics or drug addicts or the mentally ill;
 - g. It is not a Hospital or part of a Hospital.

Copayment - A cost sharing arrangement whereby a Covered Person pays a set amount to a provider for a specific service.

Covered Person - an eligible Employee or eligible Dependent who has been properly enrolled and is covered by the Plan.

Covered Service - a Provider's service or supply as described in this document for which benefits will be provided as listed in the Schedule of Benefits.

Creditable Coverage - coverage under any previous health plan, individual or group coverage, private or public, including Medicare and military coverage.

Custodial Care - care provided primarily for maintenance of the patient or care which is designed essentially to assist the patient in meeting his activities of daily living. This does not include care primarily provided for its therapeutic value in the treatment of an illness, disease, bodily injury, or condition. Custodial Care includes, but is not limited to, help in walking, bathing, dressing, feeding, preparation of special diets, and supervision over self-administration of medications not requiring the constant attention of trained medical personnel.

Day Treatment Programs – non-residential programs for treatment of Alcoholism and Drug Abuse, which are operated by certified inpatient and outpatient Alcoholism and Drug Abuse Treatment Facilities, that provide case management, counseling, medical care, and therapies on a routine basis for a scheduled part of the day and a scheduled number of days per week; also known as partial Hospitalization.

Deductible- an amount, usually stated in dollars, for which you are responsible each Benefit Period before the Plan will start to provide benefits.

Dependent - as defined in the Eligibility section of this booklet.

Dialysis Treatment – the treatment of an acute or chronic kidney ailment that may include the supportive use of an artificial kidney machine.

Domestic Partner - an individual in a relationship with the Participant that meets the following requirements:

- A. it is a single, dedicated relationship of at least twelve (12) months duration;
- B. the parties intend to remain in such relationship indefinitely;
- C. the parties share the same permanent residence, and have done so for at least twelve (12) months;
- D. the Participant and the other person are not related by blood or a degree of closeness that would prohibit marriage under the laws of the state in which they reside;
- E. they are both at least eighteen (18) years of age;
- F. they are both mentally competent to consent to contract;
- G. neither of them are currently married or in a Domestic Partnership with another person under either statutory or common law; and
- H. they are financially interdependent with each other, and able to provide, from time to time, upon the request of the Plan Administrator, at least two (2) of the following documents evidencing such financial interdependence;
 1. joint ownership in real property or a common leasehold interest in real property;
 2. common ownership of an automobile;
 3. a joint bank account;
 4. a will that designates either as the primary beneficiary of the other;
 5. a beneficiary designation form for a retirement plan or life insurance policy that is signed and completed to the effect that one of them is the beneficiary of the other; or
 6. if they reside in a city, state or province that provides for registration of domestic partners, evidence of such registration.

Drug Abuse - a Condition classified as a mental disorder and described in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, as drug dependence abuse or drug psychosis.

Durable Medical Equipment - an item which can withstand repeated use and is, as determined by the Plan, (a) primarily used to serve a medical purpose with respect to an illness

or Injury; (b) generally not useful to a person in the absence of an Illness or Injury; (c) appropriate for use in a Covered Person's home; and (d) prescribed by a Physician. All requirements of this definition must be satisfied before an item can be considered to be Durable Medical Equipment.

Eligible Employee - as defined in the Eligibility section of this booklet.

Emergency Medical Condition - a medical Condition manifesting itself by acute symptoms of sufficient severity, including severe pain, so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- placing an individual's health in serious jeopardy, or with respect to a pregnant woman, the health of the woman or her unborn child;
- result in serious impairment to the individual's bodily functions; or
- result in serious dysfunction of a bodily organ or part of the individual.

Emergency Services - a medical screening examination as required by federal law that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition and such further medical examination and treatment, to the extent they are within the capability of the staff and facilities available at the Hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to Stabilize the patient.

Employee - Any common law employee of Heidelberg University. The term "Employee" excludes any person who is not classified by Heidelberg University on its payroll records as an Employee for purposes of federal income tax withholding. Employees do not include individuals classified as independent contractors, even if the classification is determined to be erroneous or is retroactively revised (such as by a governmental agency or court order). If a person who was excluded from the definition of Employee is later determined to have been misclassified, the person shall continue to be treated as a non-Employee for all periods prior to the date the classification of the person should be revised for purposes of the Plan.

Essential Health Benefits - is defined under federal law (PPACA) as including benefits in at least the following categories: ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; Prescription Drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

Experimental or Investigational Drug, Device, Medical Treatment or Procedure - a drug, device, medical treatment or procedure is Experimental or Investigational:

- if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is provided; or
- if reliable evidence shows that the drug, device, medical treatment or procedure is not considered to be the standard of care, is the subject of ongoing phase I, II or III clinical trials, or is under study to determine maximum tolerated dose, toxicity, safety, efficacy, or efficacy as compared with the standard means of treatment or diagnosis; or
- if reliable evidence shows that the consensus of opinion among experts is that the drug, device, medical treatment or procedure is not the standard of care and that

further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety, efficacy or efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence may consist of any one or more of the following:

- published reports and articles in the authoritative medical and scientific literature;
- opinions expressed by expert consultants retained by Mutual Health Services to evaluate requests for coverage;
- the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure;
- the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure;
- corporate medical policies developed by Mutual Health Services; or
- any other findings, studies, research and other relevant information published by government agencies and nationally recognized organizations.

Even if a drug, device, or portion of a medical treatment or procedure is determined to be Experimental or Investigational, Mutual Health Services will cover those Medically Necessary services associated with the Experimental or Investigational drug, device, or portion of a medical treatment or procedure that Mutual Health Services would otherwise cover had those Medically Necessary services been provided on a non-Experimental or non-Investigational basis.

The determination of whether a drug, device, medical treatment or procedure is Experimental or Investigational shall be made by Mutual Health Services in its sole discretion, and that determination shall be final and conclusive, subject to any available appeal process.

Full-Time Employee - any Employee who, on the date of hire, is reasonably expected to work, on average, at least thirty (30) hours per week (or on hundred thirty (130) hours per month) on an annual basis. Such an Employee shall start his or her waiting period, if any, on the date of hire.

Full-time Student - an eligible Dependent who is enrolled at an accredited institution of higher learning. It must be certified each quarter or semester that the student meets the institution's requirements for full-time status. This will include attendance at more than one institution, including internships as long as this meets or combined meets full-time status.

Hazardous Hobby or Activity - an activity that has been determined by the Plan Administrator, in its discretion, to be characterized by a constant threat of danger or risk of bodily harm.

Examples of Hazardous Hobbies or Activities includes, but are not limited to:

- skydiving;
- auto racing;
- hang gliding;
- jet ski operating; or
- bungee jumping.

Health Care Provider - any person, institution or other entity licensed by the state in which he/she or it is located to provide treatment, services or supplies covered by the Plan to a Covered Person within the lawful scope of his/her license.

Hospice - an agency that provides counseling, medical services and may provide room and board to a terminally ill eligible individual and which meets all of the following:

- It has obtained any required state or governmental Certificate of Need approval;
- It provides service 24 hours a day, 7 days a week;
- It is under the direct supervision of a doctor;
- It has a nurse coordinator who is a registered nurse (R.N.);
- It has a social service coordinator who is licensed;
- It is an agency that has as its primary purpose the provision of Hospice services;
- It has a full-time administrator;
- It maintains written records of services provided to the patient; and
- It is licensed, if licensing is required.

Hospital - an accredited institution that meets all applicable regional, state and federal licensing requirements and that meets all of the criteria described below:

1. It is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense;
2. It is accredited by the Joint Commission on Accreditation of Hospitals;
3. It is a Hospital, a Psychiatric Hospital, or a tuberculosis Hospital as those terms are defined in Medicare, which is qualified to participate and eligible to receive payments under and in accordance with the provisions of Medicare;
4. It maintains on the premises diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of duly qualified Physicians;
5. It continuously provides on the premises 24 hour-a-day nursing service by or under the supervision of registered graduate nurses; and
6. It is operated continuously with organized facilities for operative surgery on the premises.

A Hospital does not include, as determined by the Plan: (a) a convalescent or extended care facility unit within or affiliated with the Hospital; (b) a clinic; (c) a nursing, rest or convalescent home or extended care facility; (d) an institution operated mainly for care of the aged or for treatment of Mental Illness or Alcoholism and Drug Abuse; (e) a health resort, spa or sanitarium; or (f) a sub-acute care center.

Illness - any physical or mental sickness or disease which manifests treatable symptoms and which requires treatment of a Physician. This definition will also include pregnancy.

Incurred - a charge is considered Incurred on the date the Covered Person receives the service or supply for which the charge is made.

Injury - any accidental bodily damage or hurt sustained while the Covered Person is covered under the Plan and which requires treatment by a Physician. Damage caused by chewing is not an Injury.

Lifetime Maximum - "Lifetime Maximum" refers to a maximum amount measured by the total period of an individual's participation in the Plan. It does not mean that an individual is entitled to coverage by the Plan for the individual's entire lifetime.

Measurement Period - the look back period of time, as determined by the Plan Administrator, for use in determining whether Variable Hour Employees (and On-Going Employees/Full-Time Employees who have been employed for at least one (1) Measurement Period) are employed for an average of at least thirty (30) hours per week and are therefore eligible for coverage under the Plan during the next Stability Period. The Employer sponsoring this Plan will initially use a six (6) month Measurement Period starting on the date of hire for new Variable Hour Employees (and ending six (6) months later), or on May 1, 2014 and ending on October 31, 2014 for On-Going Employees. Thereafter, beginning in 2015, the Employer will use a twelve (12) month Measurement Period, starting on the date of hire for new Variable Hour Employees, and on October 3rd for On-Going Employees.

If an Employee experiences a break in service during a Measurement Period, the existing Measurement Period will resume once he or she returns to active employment with the Employer if the break in service is less than the period of active employment prior to the break, and less than twenty-six (26) weeks in length. If the break in service is more than either the employee's total employment before the break, or twenty-six (26) weeks, a new initial Measurement Period will commence once he or she resumes employment. Any such break in service that is attributable to FMLA, Service in the Uniformed Services, jury duty, or any other statutory continuation will be disregarded for the purposes of determining what the average number of hours of employment were during the entire Measurement Period.

The Employer will notify all new Variable Hour Employees who become eligible for coverage during 2014 within sixty (60) days of the end of their initial Measurement Period, and other new Variable Hour Employees after 2015 by the end of the month following the month their initial Measurement Period ends. On-Going Employees who become eligible for coverage will be notified by the next open enrollment period, and prior to the beginning of the standard Stability Period.

Medically Necessary (or Medical Necessity) – a Covered Service, supply and/or Prescription Drug that is required to diagnose or treat a Condition and which the Plan determines is:

- appropriate with regard to the standards of good medical practice and not Experimental or Investigational;
- not primarily for your convenience or the convenience of a Provider; and
- the most appropriate supply or level of service which can be safely proved to you. When applied to the care of an inpatient, this means that your medical symptoms or Condition require that the services cannot be safely or adequately provided to you as an outpatient. When applied to Prescription Drugs, this means the Prescription Drug is cost effective compared to alternative Prescription Drugs which will produce comparable effective clinical results.

Mental Illness - a Condition classified as a mental disorder in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, excluding Drug Abuse and Alcoholism.

Morbid Obesity - means that the Covered Person's body is at least one-hundred (100) pounds over his or her ideal body weight and his or her body mass index (BMI) is at least forty (40).

Morbid Obesity is considered by the medical profession to be a serious disease and is associated with a high incidence of medical complications and a seriously shortened life span. Ideal body weight, and the incidence of Morbid Obesity, will be determined in accordance with standard medical tables and height/weight charts.

Miscellaneous Hospital Expense - the regular Hospital charges (but not room and board, nursing services and ambulance services) covered under the Plan for care for an Illness or Injury requiring inpatient Hospitalization.

Non-Covered Charges - Billed Charges for services and supplies which are not Covered Services.

Non-Participating - the status of a Physician, Other Professional Provider, Hospital or Other Facility Provider that does not have a signed agreement with the Plan's PPO Network regarding payment for Covered Services.

On-Going Employee - any Employee of the Employer who has been employed for at least one full standard Measurement Period.

Other Provider - the following entities which are licensed (where required) and provide their patients with Covered Services in exchange for compensation.

Other Professional Providers include the following:

- Dentist
- Doctor of Chiropractic Medicine
- Certified Registered Nurse Anesthetist (CRNA)
- Laboratory (must be Medicare approved)
- Licensed Mental Health and Alcoholism and Drug Abuse Counselors
- Licensed Social Worker
- Midwife
- Nurse Practitioner
- Occupational Therapist
- Physician Assistant (PA)
- Physical Therapist
- Podiatrist
- Psychologist

Other Provider Facilities include the following institutions:

- Alcoholism Treatment Facility - a facility which mainly provides detoxification and rehabilitation treatment for Alcoholism.
- Dialysis Facility - a facility which mainly provides dialysis treatment, maintenance or training to patients on an Outpatient or home care basis.
- Drug Abuse Treatment Facility - a facility which provides detoxification and rehabilitation treatment for Drug Abuse.
- Home Health Care Agency - a facility which:

- a. provides skilled nursing and other services on a visiting basis in the Covered Person's home; and
 - b. is responsible for supervising the delivery of such services under a plan prescribed and approved in writing by the attending Physician.
- Psychiatric Hospital - a facility which is primarily engaged in providing diagnostic services and therapeutic services for the Inpatient treatment of mental illness. Such services are provided by or under the supervision of an organized staff of Physicians. Continuous nursing services are provided under the supervision of a registered nurse.

Out-of-Pocket Maximum – a specified dollar amount of Copayment, Deductible and Coinsurance expense Incurred in a benefit period by a Covered Person for Covered Services as shown in the Schedule of Benefits.

Participant – an eligible Employee or Dependent who has selected and is participating in the Plan.

Participant Contribution - that amount that is due from an eligible Employee in order for that Employee to obtain Participant and/or Dependent coverage(s) under the Plan. The Company shall determine the amount of the Participant Contribution that may vary depending upon the type of coverage an eligible Employee desires to obtain. Eligible Participants will be advised of any required Participant Contributions at the time each applies for Participant and/or Dependent coverage. Participants in the Plan will be notified by the Plan Administrator prior to an increase in the required Participant Contribution amount. Participants in the Plan that are not required to make Participant Contributions at the time of enrollment will be notified by the Plan Administrator prior to the date a Participant Contribution requirement is made effective.

Pharmacy - an "Other Professional Provider" which is a licensed establishment where Prescription Drugs are dispensed by a pharmacist licensed under applicable state law.

Physician - a person who received a degree in medicine and is a medical doctor or surgeon licensed by the state in which he/she is located and provides services while he/she is acting within the lawful scope of his/her license. When the Plan is required by law to cover the services of any other licensed medical professional a Physician also includes such other licensed medical professional, for example, a chiropodist, podiatrist, dentist, or chiropractor who: (a) is acting within the lawful scope of his/her license; (b) performs a service which is covered under the Plan.

Plan – Heidelberg University Non-Grandfathered Employee Benefit Plan C.

Plan Administrator – Same entity as Plan Sponsor.

Plan Documents – the Plan's governing documents and instruments (i.e., the documents under which the Plan was established and is maintained), including but not limited to this summary of benefits.

Plan Sponsor – means "Plan Sponsor" as defined at section 3(16) (B) of ERISA, 29 U.S.C. § 1002(16) (B). The Plan Sponsor is Heidelberg University.

PPACA – The Patient Protection and Affordable Care Act which was passed by Congress in 2010, also referred to as the Affordable Care.

PPO Provider - a Physician, Other Professional Provider, contracting Hospital or contracting Other Provider Facility which is included in a limited panel of providers for which the greatest benefit will be payable when one of these providers is used.

Pre-Admission Tests - tests performed on you or your Dependent prior to Confinement as an inpatient, provided:

1. such tests are related to the performance of scheduled surgery;
2. such tests have been ordered by a duly qualified Physician after a Condition requiring such surgery has been diagnosed and Hospital admission for such surgery has been requested by the Physician; and
3. you or your Dependent are subsequently admitted to the Hospital, or the Confinement is canceled or postponed because a Hospital bed is unavailable or because there is a change in your or your Dependent's Condition which precludes the surgery.

Prescription Drug (Federal Legend Drug) - any medication that by federal or state law may not be dispensed without a prescription order.

Prior Health Plan - the previous plan of medical insurance coverage.

Protected Health Information (PHI) – individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer (when functioning on behalf of the group health plan), or a health care clearing house and that relates to: (i) your past, present, or future physical or mental health or Condition; (ii) the provision of health care to you; or (iii) the past, present, or future payment for the provision of health care to you.

Psychologist - only a person who specializes in clinical psychology and fulfills the requirements specified in item (1) or (2) below, whichever is applicable:

1. A person who is licensed or certified as a Psychologist by the appropriate governmental authority having jurisdiction over such licensure or certification, as the case may be, in the jurisdiction where such person renders service to you or your dependent.
2. A person who is a Member or Fellow of the American Psychological Association, if there is no licensure or certification in the jurisdiction where such person renders service to you or your Dependent.

Qualified Medical Child Support Orders - the term “Qualified Medical Child Support Order”, (QMCSO), means a Medical Child Support Order, (MCSO), which creates or recognizes the existence of an Alternate Recipient’s right to, or assigns to an Alternate Recipient the right to receive benefits for which a Participant or beneficiary is eligible under the Plan. The term “Medical Child Support Order” means any court issued judgment, decree, or order (including approval of a settlement agreement) issued by a court of competent jurisdiction which provides

for child support with respect to a child of a Participant under the Plan or provides for health coverage to such a child pursuant to a state domestic relations law and relates to benefits under the Plan.

The term "Alternate Recipient" means any child of a Participant who is recognized under a MCSO as having a right to enrollment under the Plan with respect to such Participant.

A person who is an Alternate Recipient under a QMCSO shall be considered a beneficiary under the Plan.

Any payment for benefits by the Plan, pursuant to a MCSO in reimbursement for expense paid by an Alternate Recipient or an Alternate Recipient's custodial parent or legal guardian, shall be made to the Alternate Recipient or the Alternate Recipient's custodial parent or legal guardian.

Upon receipt of the MCSO, the Plan shall immediately determine if such child is qualified. The MCSO must include the following to be considered a QMCSO:

1. The name and last known mailing address of the Participant;
2. The name and address of each Alternate Recipient;
3. A reasonable description of the type of coverage to be provided by the group health plan or the manner in which such coverage is to be determined;
4. The period for which coverage must be provided; and
5. Each Plan to which the order applies.

After determining whether the MCSO is or is not a QMCSO, the Claims Administrator shall notify all affected parties (including the Alternate Recipient) in writing. They will be given the opportunity to represent themselves or to designate a representative to receive all communications. The determination as to whether the QMCSO Participant is qualified or not, and whether coverage will be extended, will be provided in writing within 30 days of receipt of all requested documentation.

Heidelberg University shall not disenroll or eliminate coverage on such child until:

1. Satisfactory written evidence is provided that the court order or administrative order is no longer effective;
2. Satisfactory written evidence is provided that comparable coverage through another Plan will take effect no later than the disenrollment date; or
3. Heidelberg University eliminates family coverage for all Participants.

Changes made in order to provide benefits for any Dependent pursuant to a QMCSO as provided by ERISA 609 (a) (A) (I) shall be made any time, irrespective of the normal enrollment dates, as required by the Revenue Reconciliation Act of 1993.

If it is determined that the MCSO is a QMCSO, thereafter, the Alternate Recipient, for the appropriate period, shall be treated as a beneficiary under the Plan.

Benefits shall be provided in accordance with the applicable requirements of any QMCSO. However, the QMCSO shall not cause the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan.

Recovered / Recovery - monies paid to the Covered Person by way of judgment, settlement, or otherwise to compensate for all losses caused by the Injuries or Illness whether or not said losses reflect medical or dental charges covered by this Plan.

Refund - repayment to this Plan for medical or dental benefits that it has paid toward care and treatment of the Injury or Illness.

Residential Treatment Facility – a facility that meets all of the following:

- An accredited facility that provides care on a 24 hours- a -day, 7 days- a- week, live-in basis for the evaluation and treatment of residents with psychiatric or chemical dependency disorders who do not require care in an acute or more intensive medical setting.
- The facility must provide room and board as well as providing an individual treatment plan for the chemical, psychological and social needs of each of its residents.
- The facility must meet all regional, state and federal licensing requirements.
- The residential care treatment program is supervised by a professional staff of qualified Physician(s), licensed nurses, counselors and social workers.

Serious Illegal Act - any act or a series of acts that, if prosecuted as a criminal offense, a sentence to a term of imprisonment in excess of one (1) year could be imposed. It is not necessary that criminal charges be filed, or, if filed, that a conviction results, or that a sentence of imprisonment for a term in excess of one (1) year be imposed for the Plan to consider the act to be a Serious Illegal Act. Proof beyond a reasonable doubt is not required.

Skilled Nursing Care - care furnished on a Physician's orders which require the skill of professional personnel such as a registered or licensed practical nurse and is provided either directly by or under the supervision of Physicians. A Skilled Nursing Facility is not, other than incidentally, a place that provides:

1. Minimal custodial, ambulatory, or part-time care; or
2. Treatment for Mental Illness, or pulmonary tuberculosis.

Stability Period - the period of time, as determined by the Plan Administrator, for which new Variable Hour Employees and On-Going Employees are eligible for coverage under the Plan, as determined during the latest prior Measurement Period. The Employer sponsoring this Plan uses a twelve (12) month Stability Period, starting sixty (60) days following the end of the initial Measurement period for new Variable Hour Employees in 2014, and for 2015 and after, the beginning of the fourteenth (14th) month following their date of hire, or on January 1st for all other On-Going Employees. If a Variable Hour Employee is determined to work an average of at least thirty (30) hours per week during his or her initial Measurement Period following his or her date of hire, he or she will continue to be eligible for coverage during the current ongoing Stability Period from the end of such employees initial Measurement Period to the end of the current Stability Period (provided he or she is still employed by the Employer during such Stability Period), even if determined to be ineligible during a subsequent overlapping Measurement Period.

If an Employee becomes ineligible for coverage due to a break in service that occurs during a Stability Period for which coverage is being provided under this Plan, but returns to active employment with the Employer within twenty-six (26) weeks and prior to the end of the same Stability Period, he or she will once again become eligible for coverage from the date he or she resumes active employment until the end of such Stability Period.

Stabilize - with respect to an Emergency Medical Condition, to provide such medical treatment of the Condition as may be necessary to assure within reasonable medical probability that no material deterioration of the Condition is likely to result from or occur during the transfer of the individual from a facility.

Subrogation - this Plan's rights to pursue the Covered Person's claims for medical or dental charges against the other party.

Temporomandibular Joint Syndrome or "TMJ"- jaw joint disorders, including conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint. Care and treatment of such condition includes, but is not limited to, orthodontics, crowns, inlays, physical therapy and appliances that is attached to or rests on the teeth.

Totally Disabled (Total Disability) - a Condition resulting from disease or Injury in which, as certified by a Physician:

- Covered Person: You are unable to perform the substantial duties of any occupation or business for which you are qualified and are not in fact engaged in any occupation for wage or profit; or
- Dependent: you are substantially unable to engage in the normal activities of an individual of the same age and sex.

Variable Hour Employee - any Employee who, as of his or her date of hire:

- A. is expected to work less than thirty (30) hours a week as of their date of hire; or
- B. for whom, on the date of hire, it cannot reasonably be determined whether or not the Employee will work at least thirty (30) hours per week (or one hundred thirty (130) hours per month) as his or her hours vary from week to week for an indefinite period of time.

Variable Hour Employees include Employees whose hours routinely vary from week to week, or Employees whose hours vary depending on the season or time of year

STATEMENT OF ERISA RIGHTS

As a Participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Covered Persons shall be entitled to:

Receive Information About Your Plan and Benefits

- i. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites 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.
- ii. Obtain upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- iii. 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.
- iv. A certificate of Creditable Coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, or when your COBRA continuation coverage ceases, if you request it up to 24 months after losing coverage.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 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 \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administration.

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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or 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 a federal court. The court will decide who should pay the 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 (i.e. finds your claim is frivolous).

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest 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, NW, Washington, DC 20210. The nearest EBSA Office is Cincinnati Regional Office, 1885 Dixie Highway, Suite 210, Ft. Wright, KY 41011-2664.

GENERAL PLAN INFORMATION**ERISA REQUIREMENT**

Plan Name:	Heidelberg University Non-Grandfathered Employee Benefit Plan C
Plan Sponsor:	Heidelberg University 310 East Market Street Tiffin, Ohio 44883
Employer Tax I.D. No.:	34-4428219
Claims Administrator:	Mutual Health Services P. O. Box 5700 Cleveland, Ohio 44101 (330) 666-0337 1-800-367-3762
Plan Number:	801
Type of Plan:	Self-Funded Employee Benefit Plan - a Group Health Plan
Plan Year Ends:	April 30th
Statutory Agent for Service of Legal Process:	The Plan Sponsor named above