

AMENDMENTS

PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

FOR

**PERSONIFY HEALTH, INC.
GROUP HEALTH PLAN**

EFFECTIVE: JANUARY 1, 2025

**Claims Administrator
Personify Health Solutions, LLC
18861 S. 90th Ave. #A
Mokena, IL 60448
(800) 849-0580**

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PLAN DOCUMENT AMENDMENT #4

FOR

PERSONIFY HEALTH, INC.

**HEALTH BENEFITS
HEALTH CHOICE and HEALTH CHOICE PLUS PLANS**

EFFECTIVE JANUARY 1, 2026

NOTICE IS HEREBY GIVEN that the **Personify Health, Inc. Group Health Plan Plan Document and Summary Plan Description** is amended effective **January 1, 2026**.

1. The **Individual Deductible** on the **Health Choice Plus Plan** is increased to align with IRS requirements. The following change was made to the section titled **ARTICLE III MEDICAL BENEFIT SCHEDULES**:

HEALTH CHOICE PLUS PLAN

DEDUCTIBLE, PER CALENDAR YEAR	
Self-only	\$3,000
Individual within a Family	\$3,400
Family	\$6,000
The family Deductible maximum includes Covered Expenses which are used to satisfy the Deductible for all family members combined. No one person must satisfy more than the individual Deductible amount.	

2. The deductible will be waived on the **Health Choice Plus Plan** for telemedicine (Plan Participant's own physician) and Teladoc (vendor). The following change was made to the section titled **ARTICLE III MEDICAL BENEFIT SCHEDULES**:

HEALTH CHOICE PLUS PLAN

DESCRIPTION	MEDICAL BENEFITS
Telehealth Services (Teladoc)	No cost to Plan Participants, Deductible waived. Subject to the Maximum Allowable Charge.

3. The "**Regenxx Interventional Orthopedics**" benefit is **ADDED** to the Plan.

The following is **ADDED** to the section titled **ARTICLE III MEDICAL BENEFIT SCHEDULES**:

HEALTH CHOICE PLAN

DESCRIPTION	Curaechoice	Other Providers Subject to the Maximum Allowable Charge
Regenxx® Interventional Orthopedics	Not available	20% Coinsurance after Deductible is met.
Plan Participants must use providers in the Regenxx® Corporate Provider Network. Travel will be reimbursed for the Plan Participant and a companion, including lodging expenss (and meals) to the closest Network Regenxx® Clinical Provider legally authorized to perform covered procedures when they are not available in the Plan Partiicpants home state. Lodging will be covered at \$50 per person, per night, with a maximum of \$100 per night. Other travel expenses will be reimbursed subject to the limitations shown in the Medical Benefits section under Regenxx® Interventional Orthopedics. There is a \$10,000 maximum reimbursement for travel and lodging per occurrence.		

HEALTH CHOICE PLUS PLAN

DESCRIPTION	MEDICAL BENEFITS
Regenexx® Interventional Orthopedics	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge..
Plan Participants must use providers in the Regenexx® Corporate Provider Network. Travel will be reimbursed for the Plan Participant and a companion, including lodging expenss (and meals) to the closest Network Regenexx® Clinical Provider legally authorized to perform covered procedures when they are not available in the Plan Partiicipants home state. Lodging will be covered at \$50 per person, per night, with a maximum of \$100 per night. Other travel expenses will be reimbursed subject to the limitations shown in the Medical Benefits section under Regenexx® Interventional Orthopedics. There is a \$10,000 maximum reimbursement for travel and lodging per occurrence.	

The following is **ADDED** to the section titled **ARTICLE VIII MEDICAL BENEFITS**:

XX. Regenexx® Interventional Orthopedics. The Plan covers Regenexx® alternative stem cell procedures at Network Regenexx® Clinical Providers as a substitute for certain surgical procedures. Plan Participants must use providers in the Regenexx® Corporate Provider Network for expenses to be considered.

Regenexx® is an advanced regenerative treatment within the specialty area of interventional orthopedics. With Regenexx® procedures, Plan Participants can forego certain orthopedic surgeries and receive treatment using their own orthobiologics (e.g., blood platelets, stem cells, cytokines, etc.) to facilitate healing of orthopedic structures such as cartilage, bone, ligaments, tendons, and muscle by way of outpatient, non-invasive, image-guided injections.

For qualified candidates, Regenexx® may have substantial benefits over more traditional orthopedic options including little or no downtime, no need for long and painful rehabilitation, substantially lower risk, and far lower costs over traditional options, such as surgery.

For purposes of the Plan, Regenexx® procedures are not considered investigational. Covered Services include, but are not limited to:

- a. Office visits (including telephone consultations with a Physician);
- b. Prolotherapy, stem cell procedures, PRP/SCP injections, PL-Disc procedures;
- c. X-ray and lab procedures (including ultrasound and fluoroscopy);
- d. Orthobiologic collection; and
- e. Supplies, drugs, and medicines used during procedures.

Plan Participants that utilize a Network Regenexx® Clinical Provider are eligible to have certain travel cost reimbursed. Travel is covered for the Plan Participant and a companion, including lodging expenss (and meals) to the closest Network Regenexx® Clinical Provider legally authorized to perform covered procedures when they are not available in the Plan Partiicipants home state.

In order to receive travel benefits, a companion must be at least eighteen (18) years of age. When the recipient is under eighteen (18) years of age, there may be two companions.

- Lodging includes hotels, motels, subleases or rental of short term or corporate apartments.
- Transportation includes to and from the facility for evaluations, second opinions, medical care, and follow up care.

Eligible transportation expenses include:

- Automobile mileage, reimbursed at the IRS medical rate.
- Airfare: Economy/Coach airfare is reimbursable. (Anything other than Economy or Coach airfare is NOT covered.) Frequent Flier Awards cannot be reimbursed. Receipts must be submitted.
- Other transportation is covered if an original receipt is submitted (taxi, parking, trains, bus, etc.). Automobile rental and gas are not covered expenses.

Travel and lodging expenses must be submitted to the Plan for reimbursement. Must include itemized receipts.

Copies of the Plan Document and Summary Plan Description and this Amendment are maintained on file by the Plan Administrator.

This Group Health Care Plan amendment is hereby adopted by the Plan Administrator in its entirety.

Signature: 

Print Name: Thomas J. Georgouses

Date: 12/17/25

PLAN DOCUMENT AMENDMENT #3

FOR

PERSONIFY HEALTH, INC.

HEALTH BENEFITS
HEALTH CHOICE and HEALTH CHOICE PLUS PLANS

EFFECTIVE JANUARY 1, 2025

NOTICE IS HEREBY GIVEN that the **Personify Health, Inc. Group Health Plan Plan Document and Summary Plan Description** is amended effective **January 1, 2025**.

1. Children of a covered Employee, who were recognized by the Plan as the childrens' Legal Guardian when the children were minors, is added to the definition of Children. Children of a Domestic Partner is also added to the definition of Children.

Also a correction to include eligible foster children to definition of Children in **ARTICLE VI** and remove the exclusion.

The following represent these changes:

The term "**Children**" as defined in "**ARTICLE VI**" is hereby replaced in its entirety with the following:

The term "**Children**" means natural children, adopted children, Children placed with a covered Employee in anticipation of adoption, stepchildren, eligible foster children, children of a domestic partner, and children of a covered Employee who was recognized by a court of law as the childrens' Legal Guardian when the children were minors. If a covered Employee's domestic partner has children, these children will also be included as a Dependent.

These persons are excluded as Dependents: other individuals living in the covered Employee's home, but who are not eligible as defined; the legally separated or divorced former spouse of the Employee; ~~foster children~~; or any person who is covered under the Plan as an Employee.

The **definitions of Legal Guardian and Child and/or Children** which appears in "**ARTICLE XI**" are hereby replaced in its entirety with the following:

Child and/or Children means the Employee's natural child, any stepchild, legally adopted child, or any other child for whom the Employee has/was named Legal Guardian when the child was a minor, children of a domestic partner, or an "eligible foster child", which is defined as an individual placed with the Employee by an authorized placement agency or by judgment, decree or other order of a court of competent jurisdiction. For purposes of this definition, a legally adopted child shall include a Child placed in an Employee's physical custody in anticipation of adoption. "Child" shall also mean a covered Employee's Child who is an Alternate Recipient under a Qualified Medical Child Support Order, as required by the Federal Omnibus Budget Reconciliation Act of 1993.

Legal Guardian means a person recognized by a court of law as having the duty of taking care of the person and rights of a minor Child. The Plan recognizes Legal Guardianship after the limiting age of the minor Child for the purpose of allowing the Child to remain an eligible Dependent Child up to the limiting age under the Plan as described in Article VI, Eligibility, Funding and Enrollment Provisions.

2. Coverage of mastectomy and reconstructive surgery is added as a covered benefit when gene testing confirms the presence of BRCA 1 or BRCA 2. The following represents this change:

The **description of Mastectomy** which appears in “**ARTICLE VIII**” is hereby replaced in its entirety with the following:

31. **Mastectomy.** The Federal Women’s Health and Cancer Rights Act, signed into law on October 21, 1998, contains coverage requirements for breast cancer patients who elect reconstruction in connection with a Mastectomy or Lumpectomy. The Federal law requires group health plans that provide Mastectomy or Lumpectomy coverage to also cover breast reconstruction surgery and prostheses following a Mastectomy or Lumpectomy.

The law mandates individuals receiving benefits for a Medically Necessary Mastectomy or Lumpectomy will also receive coverage for:

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

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

These benefits are also covered for Plan Participants who test positive for the presence of the BRCA 1 or BRCA 2 gene.

This coverage will be subject to the same annual Deductible and Coinsurance provisions that currently apply to Mastectomy or Lumpectomy coverage, and will be provided in consultation with the Plan Participant and his or her attending Physician.

3. Coverage for travel has ben expanded to include services received from **Non U.S. Providers**. The following represents this change:

The following **Non-U.S. Provider** provision is added alphabetically under **ARTICLE VIII**:

- XX. **Non-U.S. Providers.** A Provider of medical care, supplies, or services, whose primary facility, principal place of business or address for payment is located outside the United States shall be deemed to be a “Non U.S. Provider.”

Claims for medical care, supplies, or services provided by a Non U.S. Provider and/or that are rendered outside the United States of America, may be deemed to be payable under the Plan by the Plan Administrator, subject to all Plan exclusions, limitations, maximums and other provisions, including the assignment of benefits.

Only upon receipt of such proof of payment, and any other documentation needed by the Plan Administrator to process the claims in accordance with the terms of the Plan, shall reimbursement by the Plan to the Plan Participant be made.

If payment was made by the Plan Participant in U.S. currency (American dollars), the maximum reimbursable amount by the Plan to the Plan Participant shall be that amount.

If payment was made by the Plan Participant using any currency other than U.S. currency (American dollars), the Plan shall utilize an exchange rate in effect on the Incurred date as established by a recognized and licensed entity authorized to so establish said exchange rates.

The Non U.S. Provider shall be subject to, and shall act in compliance with, all U.S. and other applicable licensing requirements; and claims for benefits must be submitted to the Plan in English.

The following language is added to the **CONDITIONS AND LIMITATIONS OF AN ASSIGNMENT OF BENEFITS** section under **ARTICLE XV**:

Assignment of Benefits to a Non U.S. Provider is prohibited absent an explicit written waiver executed by the Plan Administrator. Precertification in regard to a Non U.S. Provider shall be deemed sufficient for said waiver. If Assignment of Benefits is not authorized, the Claimant is responsible for making all payments to Non U.S. Providers, and is solely responsible for subsequent submission of proof of payment to the Plan.

Copies of the Plan Document and Summary Plan Description and this Amendment are maintained on file by the Plan Administrator.

This Group Health Care Plan amendment is hereby adopted by the Plan Administrator in its entirety.

Signature: 

Print Name: Thomas J. Georgouses

Date: 12/17/25

ARTICLE I INTRODUCTION

This document is a description of Personify Health, Inc. Group Health Plan (the Plan). No oral interpretations can change this Plan. The Plan described is designed to protect Plan Participants against certain catastrophic health expenses.

The Employer fully intends to maintain this Plan indefinitely. However, it reserves the right to terminate, suspend, discontinue or amend the Plan at any time and for any reason.

Where a court order, administrative order, judgement, new or changed law or regulation applies to the provisions of this Plan, the Plan will be deemed to have been automatically amended (without further action on the part of the Plan Administrator), to ensure that the Plan conforms to such change to the extent applicable. For the avoidance of doubt, it is the intent of the Plan Administrator that the Plan conform at all times to the requirements of any and all controlling law, including by way of example and not exclusion, the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

Failure to follow the eligibility or enrollment requirements of this Plan may result in suspension of coverage or no coverage at all. Reimbursement from the Plan can be reduced or denied because of certain provisions in the Plan, such as coordination of benefits, subrogation, Exclusions, timeliness of COBRA elections, eligibility, utilization review or other cost management requirements, lack of Medical Necessity, lack of timely filing of claims or lack of coverage.

The Plan will pay benefits only for the expenses Incurred while this coverage is in force. No benefits are payable for expenses Incurred before coverage began or after coverage terminated. An expense for a service or supply is Incurred on the date the service or supply is furnished.

No action at law or in equity shall be brought to recover under any section of this Plan until the Claims Review Procedures have been exhausted. Specifically, before filing a lawsuit the Plan Participant must exhaust all available administrative remedies as described in the Internal and External Claims Review Procedures section, unless an exception under applicable law applies. A legal action to obtain benefits must be commenced within one year of the date of the Notice of Determination on the final level of internal or external review, whichever is applicable.

If the Plan is terminated, amended, or benefits are eliminated, the rights of Plan Participants are limited to Covered Expenses Incurred before termination, amendment or elimination.

This Plan is an employee welfare benefit plan within the meaning of ERISA. This Plan is a self-funded medical plan intended to meet the requirements of Sections 105(b), 105(h) and 106 of the Code so that the portion of the cost of coverage paid by the Employer, and any benefits received by a Plan Participant through this Plan, are not taxable income to the Plan Participant. The specific tax treatment of any Plan Participant will depend on the individual's personal circumstances; the Plan does not guarantee any particular tax treatment. Plan Participants are solely responsible for any and all federal, state, and local taxes attributable to their participation in this Plan, and the Plan expressly disclaims any liability for such taxes. This Plan is "self-funded," which means benefits are paid from the Employer's general assets and are not guaranteed by an insurance company.

The Plan is administered by the Plan Administrator, within the purview of ERISA and in accordance with these provisions. The Plan Administrator may delegate certain responsibilities for the operation and administration of the Plan. The Plan Administrator shall have the authority to amend or terminate the Plan, to determine its policies, to appoint and remove service Providers, adjust their compensation (if any), and exercise general administrative authority over them. The Plan Administrator has the sole authority and responsibility to review and make final decisions on all claims to benefits hereunder, unless otherwise delegated herein.

This document serves as both the written Plan Document and the Summary Plan Description ("SPD") required under ERISA.

Certain Federal laws apply to most group health programs. The following is an overview of the laws and their impact. Should there be any conflict between the law and Plan provisions, the law will prevail.

Health Insurance Portability and Accountability Act of 1996. The Health Insurance Portability and Accountability Act (HIPAA) amended ERISA and was enacted, among other things, to improve portability and continuity of health care coverage. HIPAA also requires that Plan Participant and beneficiaries receive a summary of any change that is a "Material Reduction in Covered Services or benefits under a group health plan" within sixty (60) days after the adoption of the modification or change, unless the Plan Sponsor provides summaries of modifications or changes at regular intervals of ninety (90) days or less.

Pregnancy Discrimination Act of 1978. Most Employers must provide coverage for Pregnancy expenses in the same manner as coverage is provided for any other illness. This requirement applies to Pregnancy expenses of an Employee or a covered Dependent spouse of an Employee.

Family and Medical Leave Act of 1993 ("FMLA"). So long as the Employer and the applicable Employer division is subject to FMLA, if a covered Employee ceases active employment due to an Employer-approved Family Medical Leave in accordance with the requirements of Public Law 103, coverage availability will continue under the same terms and conditions which would have applied had the Employee continued in active employment. Contributions will remain at the same Employer/Employee levels as were in effect on the date immediately prior to the leave (unless contribution levels change for other Employees in the same classification).

Omnibus Budget Reconciliation Act of 1993 ("OBRA"). OBRA 1993 requires that an eligible Dependent Child of an Employee will include a Child who is adopted by the Employee or placed with him for adoption prior to age eighteen (18) and a Child for whom the Employee or covered Dependent spouse is required to provide coverage due to a Medical Child Support Order (MCSO) which is determined by the Plan Sponsor to be a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under State law and having the force and effect of law under State law and which satisfies the QMCSO requirements of ERISA (section 609(a)). Plan Participants may obtain a copy of the QMCSO procedures from the Plan Sponsor or Plan Administrator without charge.

Newborns' and Mothers' Health Protection Act of 1996. The Newborns' and Mothers' Health Protection Act of 1996 establishes restrictions on the extent to which group health plans and health insurance issuers may limit the length of stay for mothers and newborn Children following delivery, as follows: All applicable benefit provisions still apply, including Copayments and/or Coinsurance.

The Women's Health and Cancer Rights Act of 1998 (WHCRA). The Women's Health and Cancer Rights Act of 1998 (WHCRA) was signed into law on October 21, 1998. In the case of an Employee or Dependent who receives benefits under the Plan in connection with a Mastectomy or Lumpectomy and who elects breast reconstruction (in a manner determined in consultation with the attending Physician and the patient), coverage will be provided for:

- Reconstruction of the breast on which the Mastectomy or Lumpectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and/or
- Prostheses and treatment of physical complications at all stages of the Mastectomy and Lumpectomy, including lymphedemas.

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

Genetic Information Nondiscrimination Act of 2008 ("GINA"). GINA prohibits the Plan from:

1. Adjusting premiums or contribution amounts for the group as a whole on the basis of Genetic Information.
2. Requesting or requiring an individual or a family member to undergo a genetic test. However, subject to certain conditions, the Plan may request that an individual voluntarily undergo a genetic test as part of a research study as long as the results are not used for underwriting purposes.

3. Requesting, requiring or purchasing Genetic Information for underwriting purposes (which includes eligibility rules or determinations, computation of premium or contribution amounts and other activities related to the creation, renewal or replacement of coverage). The Plan is also prohibited from requesting, requiring or purchasing Genetic Information with respect to any individual prior to such individual's enrollment under the Plan or coverage. However, if the Plan obtains Genetic Information incidental to the collection of other information prior to enrollment, it will not be in violation of GINA as long as it is not used for underwriting purposes. GINA allows the group health Plan to obtain and use the results of genetic tests for purposes of making payment determinations.

What is "Genetic Information" under GINA? Under GINA, the term "Genetic Information" includes:

1. Information about an individual or his/her family member's genetic tests (defined as analyses of the individual's DNA, RNA, chromosomes, proteins, or metabolites that detect genotypes, mutations or chromosomal changes);
2. The manifestation of a Disease or disorder in the family members of the individual. Family members are broadly defined under GINA to include individuals who are Dependents, as well as any other first, second, third or fourth degree relative. Further, Genetic Information includes that information of any fetus or embryo carried by a pregnant woman; and
3. Information obtained through genetic services (that is genetic tests, genetic counseling or genetic education) or participation in clinical research that includes genetic services.

Genetic Information does not include the sex or age of an individual.

Mental Health Parity and Addiction Equity Act of 2008 (“MHPAEA”). The Mental Health Parity and Addiction Equity Act requires that, if a group health plan provides coverage for mental health conditions or for Substance Use Disorders, benefits for such conditions must be provided in the same manner as benefits for any Illness. Also, the Plan may not have separate cost-sharing arrangements that apply only to mental health or Substance Use Disorder benefits.

Medicaid and The Children's Health Insurance Program (“CHIP”) Offer Free Or Low-cost Health Coverage To Children And Families. If a Plan Participant is eligible for health coverage from their Employer, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for Employer-sponsored health coverage, but need assistance in paying their health premiums. If the Employee or eligible Dependents aren't eligible for Medicaid or CHIP, they won't be eligible for these premium assistance programs, but they may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov. If the Employee or eligible Dependents are already enrolled in Medicaid or CHIP, they can contact the State Medicaid or CHIP office to find out if premium assistance is available. If the Employee or eligible Dependents are NOT currently enrolled in Medicaid or CHIP, and they might be eligible for either of these programs, the State Medicaid or CHIP office can be contacted, or dial 1-877-KIDS NOW or www.insurekidsnow.gov to find out how to apply.

Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA). Employees and their Dependents who are otherwise eligible for coverage under the Plan but who are not enrolled can enroll in the Plan provided that they request enrollment in writing within 60 days from the date of the following loss of coverage or gain in eligibility:

- The eligible person ceases to be eligible for Medicaid or Children’s Health Insurance Program (CHIP) coverage; or
- The eligible person becomes newly eligible for a premium subsidy under Medicaid or CHIP.

If eligible, the Dependent (and if not otherwise enrolled, the Employee) may be enrolled under this Plan.

This Dependent special enrollment period is a period of 60 days and begins on the date of the loss of coverage under the Medicaid or CHIP plan OR on the date of the determination of eligibility for a premium subsidy under Medicaid

or CHIP. To be eligible for this Special Enrollment, the Employee must request enrollment in writing during this 60-day period. *The effective date of coverage will begin the first day of the first calendar month following the date of loss of coverage or gain in eligibility.*

If a State in which the Employee lives offers any type of subsidy, this Plan shall also comply with any other State laws as set forth in statutes enacted by State legislature and amended from time to time to the extent that the State law is applicable to the Plan, the Employer, and its Employees. **For more information regarding special enrollment rights, contact the Plan Administrator.**

No Surprises Act. The No Surprises Act, part of Title I of the Consolidated Appropriations Act of 2021, prohibits Physicians, Providers, health care facilities and air ambulance companies from balance billing Plan Participants or otherwise holding Plan Participants liable for any more than the applicable cost sharing amounts they would have owed for network care. Specifically, these balance billing protections apply when a Plan Participant receives Emergency Services from a non-network Provider or facility, when a Plan Participant receives non-Emergency Services from a non-network Provider at a network facility, and when a Plan Participant receives non-network air ambulance services.

However, these protections against balance billing do not apply if the Plan Participant consents to treatment by a non-network Provider (this consent exception generally does not apply in emergency situations).

In addition, this Plan generally will cover Emergency Services without Precertification; cover Emergency Services by non-network Providers; base cost sharing amounts on network benefits; and count any cost sharing amounts for Emergency Services or non-network services toward a Plan Participant's out-of-pocket limit.

If a Plan Participant believes he or she has received a balance bill that is protected under the No Surprises Act, please contact Personify Health Solutions, LLC for additional information.

Please visit www.dol.gov/agencies/ebsa/laws-and-regulations/laws/no-surprises-act for additional information regarding the No Surprises Act.

In the event of an inconsistency between this Summary Plan Description/Plan Document and the law relative to the No Surprises Act, the law prevails only to the extent required to satisfy compliance.

The Civilian Reservist Emergency Workforce Act of 2021 (CREW). Beginning September 29, 2022, the CREW Act provides Eligible Employees, who are called to service by the Federal Emergency Management Agency (FEMA) to respond to and perform services responding to natural disasters and emergencies, rights under the Uniformed Employment and Reemployment Rights Act (USERRA). *See USERRA section for additional information regarding benefits and coverage during such leave.*

U.S. Code §1557 Compliance Discrimination is Against the Law. Personify Health, Inc. complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Personify Health, Inc. does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Personify Health, Inc.: (1) provides free aids and services to people with disabilities to communicate effectively, such as: qualified sign language interpreters; written information in other formats (large print, audio, accessible electronic formats, other formats); and (2) provides free language services to people whose primary language is not English, such as: qualified interpreters or information written in other languages.

If a Plan Participant needs these services, contact Personify Health, Inc.

If a Plan Participant believes that Personify Health, Inc. has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, a grievance can be filed with:

Personify Health, Inc.
75 Fountain St
Providence, RI 02902
Phone number: (559) 499-2450
Fax number: (559) 499-2459
Email address: Thomas.Georgouses@PersonifyHealth.com

A grievance can be filed in person or by mail, fax, or email. If a Plan Participant needs help filing a grievance, Personify Health, Inc. is available to assist. Plan Participants can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the OCR Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F HHH Building
Washington, D.C. 20201
(800) 368-1019 or (800) 537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Spanish (Español): Para obtener asistencia en Español, llame al 800-849-0580.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag 800-849-0580.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 800-849-0580.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 800-849-0580.

ARTICLE II OVERVIEW OF BENEFITS

MEDICAL BENEFITS

This Plan does not use a Participating Provider Network (PPO) or Third-Party organization for services. Plan Participants can utilize any Provider or facility they choose.

All benefits described in the Medical Benefits Schedule are subject to the Exclusions and limitations described more fully herein including, but not limited to, the Plan Administrator's determination that: care and treatment is Medically Necessary; charges are limited to the Maximum Allowable Charge as defined; and services, supplies and care are not Experimental and/or Investigational. The meanings of these capitalized terms are outlined under Defined Terms of this Plan.

This document is intended to describe the benefits provided under the Plan but, due to the number and wide variety of different medical procedures and rapid changes in treatment standards, it is impossible to describe all Covered Expenses and/or exclusions with specificity. Please contact the Claims Administrator regarding questions about specific supplies, treatments, or procedures.

This Plan pays Covered Expenses pursuant to the Maximum Allowable Charge, which is defined in this Plan. **Plan Participants are responsible for any amounts determined to be in excess of the Maximum Allowable Charge.**

It is highly recommended that prior to seeking health care treatment and/or services, Plan Participants contact the Claims Administrator. Personify Health Solutions, LLC can help Plan Participants determine which Providers and/or facilities have appropriate billing practices.

Precertification of certain services is required by the Plan. Precertification provides information regarding Medical Necessity and medical appropriateness *before* the Plan Participant receives treatment, services or supplies. *A Precertification of services by Personify Health is not a determination by the Plan that a claim will be paid. All claims are subject to the terms and conditions, limitations and Exclusions of the Plan at the time services are provided.*

If Precertification is not obtained prior to treatment or care, the Plan payment for any expenses associated with the treatment or care may be reduced. Such reduction will not go toward the maximum out-of-pocket amount.

Precertification. The following services require Precertification:

- All Inpatient services;
- Intensive Outpatient programs;
- Partial Hospitalizations;
- Skilled Nursing Facility stays; and
- Certain Outpatient procedures and treatment, including but not limited to the following:
 - Advanced imaging;
 - Chemotherapy;
 - Durable Medical Equipment;
 - Genetic testing;
 - Home health services;
 - Home infusion services;
 - Injectable medication;
 - Parenteral nutrition;
 - Prosthetics;
 - Radiation therapy;
 - Sleep studies; and
 - Wound care.

All services requiring Precertification, as noted above, are to be authorized in advance, except for emergencies, by contacting Personify Health Solutions, LLC at 800-849-0580. The Plan Participant or their Authorized Representative is required to call for Precertification at least twenty-four (24) hours prior to the services being rendered. The Plan Participant or their Authorized Representative must identify the services to be rendered and the associated Diagnosis and procedure codes necessary for Precertification determinations and service prepricing.

Contact Personify Health Solutions, LLC at 800-849-0580 to obtain Precertification of a non-emergency admission and services. Personify Health Solutions, LLC will be able to suggest facility options that may lower out-of-pocket expenses.

CHOICE OF PROVIDERS

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

BALANCE BILLING

This Plan does not participate in any preferred provider organization (PPO) networks. This Plan pays claims based on the Maximum Allowable Charge. The Maximum Allowable Charge may be based on a percentage of Medicare. Some Providers will accept the Maximum Allowable Charge as payment in full. Other Providers will bill the Plan Participant for the difference between the Maximum Allowable Charge and the billed charges. This is known as balance billing. Balance billing is legal in many states, and the Plan has no control over Providers that engage in balance billing practices.

With respect to services rendered by a Provider being paid in accordance with a discounted rate (i.e. a direct agreement), it is the Plan's position that the Plan Participant should not be responsible for the difference between the amount charged by the Provider and the amount determined to be payable by the Plan Administrator, and should not be balance billed for such difference. Again, the Plan has no control over any Provider that engages in balance billing practices, except to the extent that such practices are contrary to the contract governing the relationship between the Plan and the Provider, if applicable. The Plan Participant is responsible for any applicable payment of Copayments, Coinsurance, Deductibles, non-Covered Expenses, and out-of-pocket maximums and may be billed for any or all of these services rendered.

CLAIM REPRICING PROGRAM

The Plan has arranged with the Claims Delegate to provide services outlined within this document. The Claims Delegate is as follows:

Claims Delegate: **FAIROS**
 P.O. Box 9622
 Amarillo, Texas 79105-9622
 Phone: (806) 305-0572

In the Chicago area, the Claims Delegate for the HealthChoice Plan also includes Curaechoice. Curaechoice routes all claims to FAIROS. Curaechoice is not available through the HealthChoice Plus Plan.

**ARTICLE III
MEDICAL BENEFITS SCHEDULES**

HEALTHCHOICE PLAN

MEDICAL BENEFITS		
<p>Claims must be received by the Claims Administrator within 365 days from the date charges for the services were Incurred. Benefits are based on the Plan's provisions in effect at the time the charges were Incurred. Claims received later than that date will be denied.</p>		
<p>The Plan Participant must provide sufficient documentation (as determined by the Claims Administrator and/or Plan Administrator) to support a claim for benefits. The Plan reserves the right to have a Plan Participant seek a second opinion.</p>		
LIFETIME MAXIMUM BENEFIT	UNLIMITED	
CALENDAR YEAR BENEFIT AMOUNT	UNLIMITED	
DEDUCTIBLE, PER CALENDAR YEAR		
Per Plan Participant	\$1,200*	
Per Family Unit	\$2,400*	
<p>The family Deductible maximum includes Covered Expenses which are used to satisfy the Deductible for all family members combined. No one person must satisfy more than the individual Deductible amount.</p>		
<p>*Deductible waived for services obtained from Northwestern Medicine in the Chicagoland area when Plan Participants presents their virtual ID card containing the Curaechoice QR code at the time of service.</p>		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Plan Participant	\$3,250	
Per Family Unit	\$6,500	
<p>The family maximum out of pocket amount includes Covered Expenses which are used to satisfy the maximum out of pocket amount for all family members combined. No one person must satisfy more than the individual maximum out of pocket amount.</p>		
<p>The maximum out-of-pocket amount includes Deductible, Coinsurance and Copayments applied toward covered medical and prescription benefits.</p>		
<p>The following expenses may not count toward the maximum out-of-pocket amount and will not be paid at 100%, even when the maximum out-of-pocket amount has been met:</p> <ul style="list-style-type: none"> • Any charges Incurred due to failure to preauthorize; • Charges in excess of the Maximum Allowable Charge; and • Expenses Incurred for non-covered services. 		
<p>Covered Expenses are limited to the Maximum Allowable Charge (as defined), Medical Necessity and subject to all other provisions, conditions, limitations and Exclusions of this Plan.</p>		
<p>This Plan does not use a preferred provider organization (PPO). However, the Plan may have some direct contracts with providers which would slightly modify the benefits listed below.</p>		
<p>Copays and Coinsurance are waived when services are obtained from Northwestern Medicine in the Chicagoland area. Plan Participants must show their virtual ID card containing the Curaechoice QR code at time of service. Contact Personify Health Customer Service if you have not received your virtual ID card.</p>		
DESCRIPTION	Curaechoice	Other Providers Subject to the Maximum Allowable Charge
Acupuncture Limited to 30 visits per Calendar Year.	Not available	\$30 Copay/visit Deductible waived.
Ambulance Services	Not available	20% Coinsurance after Deductible is met.

DESCRIPTION	Curaechoice	Other Providers Subject to the Maximum Allowable Charge
Ambulatory Surgical or Outpatient Surgical Facility	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Autism Services		
Physician Visit, Consultation or Counseling Visit	No cost to Plan Participant, Deductible waived.	\$25 Copay/visit Deductible waived.
Habilitative Physical, Occupational or Speech Therapy	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Applied Behavioral Therapy	No cost to Plan Participant, Deductible waived.	\$25 Copay/visit Deductible waived.
Bariatric Surgery	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Biofeedback	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Blood/Plasma	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Cardiac Rehabilitation	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Chemotherapy	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Chiropractic Care		
Office Visits, Manipulations & Modalities <i>Limited to 30 visits per Calendar Year.</i>	Not available	\$30 Copay/visit Deductible waived.
X-rays	Not available	20% Coinsurance after Deductible is met.
Diabetic Equipment, Education and Supplies	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Diagnostic Testing		
Lab Services – Lab Card/Quest	N/A	No cost to Plan Participant, Deductible waived.
Lab Services – Outside Lab Card/Quest	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Radiology Services – Any Location	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Advanced Imaging (CT, MRI, etc.) – US Imaging	No cost to Plan Participant, Deductible waived.	
Advanced Imaging (CT, MRI, etc.) – Outside US Imaging	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Dialysis	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Durable Medical Equipment (DME)	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Emergency Room Services		
Facility Services <i>Copay waived if admitted.</i>	No cost to Plan Participant, Deductible waived.	\$200 Copay/visit, then 20% Coinsurance after Deductible is met.
Physician Services	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Hearing Aids		
Hearing Exam and/or Fitting	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Hearing Aids <i>Limited to \$4,000 every 36 months.</i>	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.

DESCRIPTION	Curaechoice	Other Providers Subject to the Maximum Allowable Charge
Home Health Care Limited to 100 visits per Calendar Year.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Hospice Care Bereavement services are covered.	Not available	No cost to Plan Participant, after Deductible is met.
Hospital Services	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Infusion Therapy	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Massage Therapy Limited to 12 visits per Calendar Year.	Not available	No cost to Plan Participant, Deductible waived.
Maternity Care	Covered the same as any other Illness. Based on location and services provided.	
Medical Supplies	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Medical Travel Limited to \$1,000 per Calendar Year for Covered Expenses.	N/A	No cost to the Plan Participant, Deductible waived.
Mental or Nervous Disorder and Substance Use Disorders Treatment		
Office Counseling and Outpatient Intensive Therapy	No cost to Plan Participant, Deductible waived.	\$25 Copay/visit Deductible waived.
All Other Services	Covered the same as any other Illness. Based on location and services provided.	
Nutritional Counseling Limited to 12 visits per Calendar Year.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Occupational Therapy Limited to 60 visits per Calendar Year combined with physical and speech therapy.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Oral Surgery	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Orthotics Only functional orthotics are covered, other orthotics, shoes or inserts are not covered.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Oxygen and Supplies	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Physical Therapy Limited to 60 visits per Calendar Year combined with occupational and speech therapy.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Physician Services		
Office Visit – Primary Care	No cost to Plan Participant, Deductible waived.	\$25 Copay/visit Deductible waived.
Office Visit – Specialist	No cost to Plan Participant, Deductible waived.	\$35 Copay/visit Deductible waived.
All Other Services	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.

DESCRIPTION	Curaechoice	Other Providers Subject to the Maximum Allowable Charge
Preventive Care	No cost to Plan Participant, Deductible waived.	
<p>Routine Well Care services will be subject to age and developmentally appropriate frequency limitations as determined by the U.S. Preventive Services Task Force (USPSTF) or as otherwise required by law, <i>unless otherwise specifically stated in this Medical Benefits Schedule</i>, and which can be located using the following website: www.HealthCare.gov/center/regulations/prevention.html</p> <p>Routine Well Care services will include, but will not be limited to, the following routine services: Office visits, routine physical exams, prostate screening, sterilization procedures patient education and counseling for men, routine lab and x-ray services, immunizations, routine colonoscopy/flexible sigmoidoscopy, and routine well childcare examinations.</p> <p>Women's Preventive Services, will include, but will not be limited to, the following routine services: Office visits, well-women visits, mammogram, gynecological exam, Pap smear, counseling for sexually transmitted infections, human papillomavirus (HPV) testing, counseling and screening for human immune- deficiency virus (HIV), counseling and screening for interpersonal and domestic violence, contraceptive methods and counseling as prescribed, sterilization procedures, patient education and counseling for all women with reproductive capacity (<i>this does not include birthing classes</i>), preconception, screening for gestational diabetes in pregnant women, breastfeeding support, supplies, and counseling in conjunction with each birth. Additional information can be located using the following website: https://www.healthcare.gov/preventive-care-women</p>		
Prosthetic Devices	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Private Duty Nursing Outpatient private duty nursing care on a 24-hour shift basis is not covered.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Radiation Therapy	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Respiratory Therapy	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Skilled Nursing Care Limited to 100 days per Calendar Year.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Speech Therapy Limited to 60 visits per Calendar Year combined with physical and occupational therapy.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Sterilization Services		
For Female Plan Participants	No cost to Plan Participant, Deductible waived.	
For Male Plan Participants	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Telehealth Services (Teladoc)	N/A	No cost to Plan Participants, Deductible waived.
TMJ/Jaw Joint Surgery	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.
Transplant Services		
First year of eligibility under the Plan	No cost to Plan Participant, Deductible waived.	Same as any other illness
All subsequent years of eligibility under the Plan	Not available	Covered under a separate policy. See Article XI for additional information.
Wigs and Scalp Prosthesis Limited to 2 per Plan Participant's lifetime.	No cost to Plan Participant, Deductible waived.	20% Coinsurance after Deductible is met.

Precertification. The following services require Precertification:

- All Inpatient services;
- Intensive Outpatient programs;
- Partial Hospitalizations;
- Skilled Nursing Facility stays; and
- Certain Outpatient procedures and treatment, including but not limited to the following:
 - Advanced imaging;
 - Chemotherapy;
 - Durable Medical Equipment;
 - Genetic testing;
 - Home health services;
 - Home infusion services;
 - Injectable medication;
 - Parenteral nutrition;
 - Prosthetics;
 - Radiation therapy;
 - Sleep studies; and
 - Wound care.

All services requiring Precertification are to be authorized in advance, except for emergencies, by contacting Personify Health Solutions LLC at (800) 849-0580. The Plan Participant or their Authorized Representative is required to call for Precertification for the services specified above at least twenty-four (24) hours prior to the services being rendered. The Plan Participant or their Authorized Representative must identify the services to be rendered and the associated Diagnosis and procedure codes necessary for Precertification determinations and service prepricing. Additional information is available in the Medical Management Services section of this Plan.

HEALTHCHOICE PLUS PLAN

MEDICAL BENEFITS	
<p>Claims must be received by the Claims Administrator within 365 days from the date charges for the services were Incurred. Benefits are based on the Plan's provisions in effect at the time the charges were Incurred. Claims received later than that date will be denied.</p> <p>The Plan Participant must provide sufficient documentation (as determined by the Claims Administrator and/or Plan Administrator) to support a claim for benefits. The Plan reserves the right to have a Plan Participant seek a second opinion.</p>	
LIFETIME MAXIMUM BENEFIT	UNLIMITED
CALENDAR YEAR BENEFIT AMOUNT	UNLIMITED
DEDUCTIBLE, PER CALENDAR YEAR	
Self-only	\$3,000
Individual within a Family	\$3,300
Family	\$6,000
<p>The family Deductible maximum includes Covered Expenses which are used to satisfy the Deductible for all family members combined. No one person must satisfy more than the individual Deductible amount.</p>	
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR	
Per Plan Participant	\$7,100
Per Family Unit	\$14,200
<p>The family maximum out of pocket amount includes Covered Expenses which are used to satisfy the maximum out of pocket amount for all family members combined. No one person must satisfy more than the individual maximum out of pocket amount.</p> <p>The maximum out-of-pocket amount includes Deductible, Coinsurance and Copayments applied toward covered medical and prescription benefits.</p> <p>The following expenses may not count toward the maximum out-of-pocket amount and will not be paid at 100%, even when the maximum out-of-pocket amount has been met:</p> <ul style="list-style-type: none"> • Any charges Incurred due to failure to preauthorize; • Charges in excess of the Maximum Allowable Charge; and • Expenses Incurred for non-covered services. 	
<p align="center">Covered Expenses are limited to the Maximum Allowable Charge (as defined), Medical Necessity and subject to all other provisions, conditions, limitations and Exclusions of this Plan.</p> <p align="center">This Plan does not use a preferred provider organization (PPO). However, the Plan may have some direct contracts with providers which would slightly modify the benefits listed below.</p>	
DESCRIPTION	MEDICAL BENEFITS
Acupuncture Limited to 30 visits per Calendar Year.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Ambulance Services	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Ambulatory Surgical or Outpatient Surgical Facility	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Autism Services	
Physician Visit, Consultation or Counseling Visit	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Habilitative Physical, Occupational or Speech Therapy	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Applied Behavioral Therapy	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.

DESCRIPTION	MEDICAL BENEFITS
Bariatric Surgery	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Biofeedback	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Blood/Plasma	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Cardiac Rehabilitation	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Chemotherapy	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Chiropractic Care	
Office Visits, Manipulations & Modalities <i>Limited to 30 visits per Calendar Year.</i>	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
X-rays	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Diabetic Equipment, Education and Supplies	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Diagnostic Testing	
Lab Services – Lab Card/Quest	No cost to Plan Participant, after Deductible is met. Subject to the Maximum Allowable Charge.
Lab Services – Outside Lab Card/Quest	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Radiology Services – Any Location	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Advanced Imaging (CT, MRI, etc.) – US Imaging	No cost to Plan Participant, after Deductible is met. Subject to the Maximum Allowable Charge.
Advanced Imaging (CT, MRI, etc.) – Outside US Imaging	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Dialysis	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Durable Medical Equipment (DME)	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Emergency Room Services	
Facility Services	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Physician Services	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Hearing Aids	
Hearing Exam and/or Fitting	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Hearing Aids <i>Limited to \$4,000 every 36 months.</i>	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Home Health Care Limited to 100 visits per Calendar Year.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Hospice Care Bereavement services are covered.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Hospital Services	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Infusion Therapy	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Infertility Limited to \$80,000 combined medical and prescription drug per lifetime.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.

DESCRIPTION	MEDICAL BENEFITS
Massage Therapy Limited to 12 visits per Calendar Year.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Maternity Care	Covered the same as any other Illness. Based on location and services provided.
Medical Supplies	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Medical Travel Limited to \$1,000 per Calendar Year for Covered Expenses.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Mental or Nervous Disorder and Substance Use Disorders Treatment	
Office Counseling and Outpatient Intensive Therapy	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
All Other Services	Covered the same as any other Illness. Based on location and services provided.
Nutritional Counseling Limited to 12 visits per Calendar Year.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Occupational Therapy Limited to 60 visits per Calendar Year combined with physical and speech therapy.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Oral Surgery	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Orthotics Only functional orthotics are covered, other orthotics, shoes or inserts are not covered.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Oxygen and Supplies	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Physical Therapy Limited to 60 visits per Calendar Year combined with occupational and speech therapy.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Physician Services	
Office Visit – Primary Care	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Office Visit – Specialist	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
All Other Services	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.

DESCRIPTION	MEDICAL BENEFITS
Preventive Care	No cost to Plan Participant, Deductible waived. Subject to the Maximum Allowable Charge.
<p>Routine Well Care services will be subject to age and developmentally appropriate frequency limitations as determined by the U.S. Preventive Services Task Force (USPSTF) or as otherwise required by law, <i>unless otherwise specifically stated in this Medical Benefits Schedule</i>, and which can be located using the following website: www.HealthCare.gov/center/regulations/prevention.html</p> <p>Routine Well Care services will include, but will not be limited to, the following routine services: Office visits, routine physical exams, prostate screening, sterilization procedures patient education and counseling for men, routine lab and x-ray services, immunizations, routine colonoscopy/flexible sigmoidoscopy, and routine well childcare examinations.</p> <p>Women's Preventive Services, will include, but will not be limited to, the following routine services: Office visits, well-women visits, mammogram, gynecological exam, Pap smear, counseling for sexually transmitted infections, human papillomavirus (HPV) testing, counseling and screening for human immune- deficiency virus (HIV), counseling and screening for interpersonal and domestic violence, contraceptive methods and counseling as prescribed, sterilization procedures, patient education and counseling for all women with reproductive capacity (<i>this does not include birthing classes</i>), preconception, screening for gestational diabetes in pregnant women, breastfeeding support, supplies, and counseling in conjunction with each birth. Additional information can be located using the following website: https://www.healthcare.gov/preventive-care-women</p>	
Prosthetic Devices	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Private Duty Nursing Outpatient private duty nursing care on a 24-hour shift basis is not covered.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Radiation Therapy	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Respiratory Therapy	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Skilled Nursing Care Limited to 100 days per Calendar Year.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Speech Therapy Limited to 60 visits per Calendar Year combined with physical & occupational therapy.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Sterilization Services	
For Female Plan Participants	No cost to Plan Participant, Deductible waived. Subject to the Maximum Allowable Charge.
For Male Plan Participants	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Telehealth Services (Teladoc)	No cost to Plan Participants, after Deductible is met. Subject to the Maximum Allowable Charge.
TMJ/Jaw Joint Surgery	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Transplant Services	
First year of eligibility under the Plan, and after policy limits exhausted in subsequent years	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
All subsequent years of eligibility under the Plan	Covered under a separate policy. See Article XI for additional information.
Urgent Care	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Walk-In Clinic	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.
Wigs and Scalp Prosthesis Limited to 2 per Plan Participant's lifetime.	20% Coinsurance after Deductible is met. Subject to the Maximum Allowable Charge.

Precertification. The following services require Precertification:

- All Inpatient services;
- Intensive Outpatient programs;
- Partial Hospitalizations;
- Skilled Nursing Facility stays; and
- Certain Outpatient procedures and treatment, including but not limited to the following:
 - Advanced imaging;
 - Chemotherapy;
 - Durable Medical Equipment;
 - Genetic testing;
 - Home health services;
 - Home infusion services;
 - Injectable medication;
 - Parenteral nutrition;
 - Prosthetics;
 - Radiation therapy;
 - Sleep studies; and
 - Wound care.

All services requiring Precertification are to be authorized in advance, except for emergencies, by contacting Personify Health Solutions, LLC at (800) 849-0580. The Plan Participant or their Authorized Representative is required to call for Precertification for the services specified above at least twenty-four (24) hours prior to the services being rendered. The Plan Participant or their Authorized Representative must identify the services to be rendered and the associated Diagnosis and procedure codes necessary for Precertification determinations and service prepricing. Additional information is available in the Medical Management Services section of this Plan.

**ARTICLE IV
PRESCRIPTION DRUG BENEFITS SCHEDULES**

HEALTHCHOICE PLAN

Not all Prescription Drugs are covered.

PRESCRIPTION DRUG BENEFIT	PREFERRED PHARMACY	NON-PREFERRED PHARMACY
DEDUCTIBLE, PER CALENDAR YEAR		
Per Family	\$150	
Pharmacy Option - 30 day Supply		
Generic Drugs	\$10 Copay/prescription, Deductible waived.	Not covered.
Preferred Brand Drugs	\$30 Copay/prescription, after Deductible is met.	Not covered.
Non-Preferred Brand Drugs	\$50 Copay/prescription, after Deductible is met.	Not covered.
Mail Order Option - 90 Day Supply		
Generic Drugs	\$25 Copay/prescription, Deductible waived.	Not covered.
Preferred Brand Drugs	\$75 Copay/prescription, after Deductible is met.	Not covered.
Non-Preferred Brand Drugs	\$125 Copay/prescription, after Deductible is met.	Not covered.
Specialty Drugs Specialty Drugs require prior authorization through Accredo. Members can call Accredo at 800-922-8279, or RxBenefits at 800-334-8134, or log in at: https://www.rxbenefits.com/contact-us/ .	30% Coinsurance up to \$150, after Deductible is met.	Not covered.
Refer to the Prescription Drug Benefits for details on the Prescription Drug Program.		
For additional information on the Prescription Drug Benefits, contact Personify Health at (800) 849-0580.		
In addition, it is the Plan Administrator's intent to comply with federal law regarding preventive care benefits under the Patient Protection and Affordable Care Act. All prescriptions which qualify for the preventive care benefit, as defined by the appropriate federal regulatory agencies, and which are provided by a network-participating pharmacy, will be covered at 100% with no Deductible or Coinsurance required.		

HEALTHCHOICE PLUS PLAN

Not all Prescription Drugs are covered.

PRESCRIPTION DRUG BENEFIT	PREFERRED PHARMACY	NON-PREFERRED PHARMACY
Pharmacy Option - 30 day Supply		
Generic Drugs	20% Coinsurance after Deductible is met.	Not covered.
Preferred Brand Drugs	20% Coinsurance after Deductible is met.	Not covered.
Non-Preferred Brand Drugs	20% Coinsurance after Deductible is met.	Not covered.
Mail Order Option - 90 Day Supply		
Generic Drugs	20% Coinsurance after Deductible is met.	Not covered.
Preferred Brand Drugs	20% Coinsurance after Deductible is met.	Not covered.
Non-Preferred Brand Drugs	20% Coinsurance after Deductible is met.	Not covered.
Specialty Drugs Specialty Drugs require prior authorization through Accredo. Members can call Accredo at 800-922-8279, or RxBenefits at 800-334-8134, or log in at: https://www.rxbenefits.com/contact-us/ .	20% Coinsurance after Deductible is met.	Not covered.
Refer to the Prescription Drug Benefits for details on the Prescription Drug Program.		
For additional information on the Prescription Drug Benefits, contact Personify Health at (800) 849-0580.		
In addition, it is the Plan Administrator's intent to comply with federal law regarding preventive care benefits under the Patient Protection and Affordable Care Act. All prescriptions which qualify for the preventive care benefit, as defined by the appropriate federal regulatory agencies, and which are provided by a network-participating pharmacy, will be covered at 100% with no Deductible or Coinsurance required.		

**ARTICLE V
DENTAL BENEFITS SCHEDULES**

CORE PLAN

DEDUCTIBLE, PER CALENDAR YEAR	
Per Plan Participant	\$50
Per Family Unit	\$150
MAXIMUM BENEFIT, PER CALENDAR YEAR	
Per Plan Participant	\$1,000
COVERED EXPENSES	COST TO PLAN PARTICIPANT
Class A - Preventive <i>Office visit exam, X-rays, cleanings</i>	No cost to Plan Participant, Deductible waived
Class B - Basic <i>Fillings, root canal therapy, oral surgery</i>	20% Coinsurance after Deductible is met
Class C - Major <i>Extractions, crowns, inlays, onlays, bridges, dentures, repairs</i>	50% Coinsurance after Deductible is met
Class D - Orthodontia	Not covered

BUY-UP PLAN

DEDUCTIBLE, PER CALENDAR YEAR	
Per Plan Participant	\$25
Per Family Unit	\$75
MAXIMUM BENEFIT, PER CALENDAR YEAR	
Per Plan Participant <i>Preventive & Basic Care, and Major Services</i>	\$1,500
COVERED EXPENSES	COST TO PLAN PARTICIPANT
Class A - Preventive Care <i>Office visit exam, X-rays, cleanings</i>	No cost to Plan Participant, Deductible waived
Class B - Basic Care <i>Fillings, root canal therapy, oral surgery</i>	20% Coinsurance after Deductible is met
Class C - Major Services <i>Extractions, crowns, inlays, onlays, bridges, dentures, repairs</i>	50% Coinsurance after Deductible is met
Class D - Orthodontia <i>Limited to Dependent Children under age 19</i>	50% Coinsurance, Deductible waived Lifetime maximum benefit \$1,500

Additional information on this benefit is available in the Dental Benefits section of this Plan.

**ARTICLE VI
ELIGIBILITY, FUNDING AND ENROLLMENT PROVISIONS**

ELIGIBILITY

A Plan Participant should contact the Claims Administrator to obtain additional information, free of charge, about Plan coverage of a specific benefit, particular drug, treatment, test or any other aspect of Plan benefits or requirements.

Eligible Classes of Employees

- All Active Employees of the Employer.

Active Employee Requirement. An Employee must be an Active Employee (as defined by this Plan) for this coverage to take effect.

Eligibility Requirements for Employee Coverage. A person is eligible for Employee coverage from the first day that he or she:

1. Is a full-time, Active Employee of the Employer. An Employee is considered to be full-time if he or she normally works at least 30 hours per week and is on the regular payroll of the Employer for that work (i.e. non-variable hour Employee); or is a variable hour Employee who has averaged at least 30 hours per week for a complete measurement period and is currently in a stability period as determined by the Plan Administrator.

Gilsbar/Personify Health, Inc. Employees hired prior to January 1, 2015, are only required to work 24 hours per week to maintain eligibility under the Plan.

For Employees of a Large Employer:

An Applicable Large Employer is an Employer with 50 full-time equivalents or more (combination of full-time and part-time Employees) in the prior Calendar Year.

An Applicable Large Employer may use a look-back measurement method or a monthly measurement method to determine the full-time status. For more information on the measurement method elected by the Employer, contact the Employer's Human Resources staff.

2. Is in a class eligible for coverage; and
3. Completes the employment Waiting Period.

Coverage will begin the first day of the calendar month following or coinciding with the Employee's date of hire. In order to be enrolled the Employee must satisfy all eligibility requirements and enrollment requirements as stated under this Plan.

A **Waiting Period** is the time between the first day of employment as an eligible Employee and the first day of coverage under the Plan.

Eligible Classes of Dependents. A Dependent is any one of the following persons:

1. A covered **Employee's legal spouse and Children** from birth until the limiting age of 26 years. When the Child reaches the limiting age, coverage will end on the last day of the Child's birthday month.

The term "**spouse**" means a person recognized as the covered Employee's husband or wife by the laws of the state or country in which the marriage was formalized. "Married" means a legal union between two individuals and will not include a common law spouse. The Plan Administrator may require documentation proving a legal marital relationship.

The term “**domestic partner**” means a same sex or opposite sex domestic partner who meets the following eligibility criteria for coverage. In order for a domestic partner to be eligible as a Dependent, the Employee and the domestic partner must be registered in the State in which they reside, or all of the following must apply: (1) they are not so closely related that marriage would otherwise be prohibited, (2) they are not legally married to any other person or in a domestic partnership with any other person, and (3) they are at least of the age of consent in the state of legal residence and are competent to enter into a contract. All references to the spouse of a Plan Participant shall include domestic partner, except for the purposes of COBRA and coordinating benefits with Medicare.

The term "**Children**" means natural children, adopted children, Children placed with a covered Employee in anticipation of adoption and stepchildren.

If a covered Employee is the **Legal Guardian** of a Child or Children, these Children may be enrolled in this Plan as covered Dependents.

The phrase "**Child placed with a covered Employee in anticipation of adoption**" refers to a Child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the Child in anticipation of adoption of the Child. The Child must be available for adoption and the legal process must have commenced.

Any Child of a Plan Participant who is an Alternate Recipient under a **Qualified Medical Child Support Order (QMCSO)** shall be considered as having a right to Dependent coverage under this Plan. A Plan Participant of this Plan may obtain, without charge, a copy of the procedures governing QMCSO determinations from the Plan Administrator.

Please be advised, the definition of “Dependent” may not be the same definition as established by the Internal Revenue Code (IRC) for individuals that the covered Employee is permitted to pay qualified medical expenses from a Health Savings Account (HSA), or individuals that can be enrolled as an eligible Dependent for tax free benefits. (i.e., non-IRC Section 152 Dependent). There may be tax implications for the Employee if he or she enrolls certain eligible Dependent(s). The Employee should consult his or her tax advisor with any questions on the tax consequences of benefits for his or her eligible Dependent(s).

The Plan Administrator may require documentation proving dependency, including birth certificates or initiation of legal proceedings severing parental rights.

2. A covered Dependent Child who reaches the **limiting age** and is **Totally Disabled**, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the covered Employee for support and maintenance and unmarried. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, subsequent proof of the Child's Total Disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

These persons are excluded as Dependents: other individuals living in the covered Employee's home, but who are not eligible as defined; the legally separated or divorced former spouse of the Employee; foster children; or any person who is covered under the Plan as an Employee.

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

- If both mother and father are Employees, their Children will be covered as Dependents of the mother or father, but not of both.

Eligibility Requirements for Dependent Coverage. A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

At any time, the Plan may require proof that a spouse or a Dependent Child qualifies or continues to qualify as a Dependent as defined by this Plan.

EFFECTIVE DATE

Effective Date of Employee Coverage. An Employee will be covered under this Plan as of the first day of the calendar month following with the date that the Employee satisfies all of the following:

1. The Eligibility Requirement;
2. The Active Employee Requirement; and
3. The Enrollment Requirements of the Plan.

Effective Date of Dependent Coverage. A Dependent's coverage will take effect on the day that the eligibility requirements are met; the Employee is covered under the Plan; and all enrollment requirements are met.

FUNDING

Cost of the Plan. The Employer may share the cost of Employee coverage under this Plan with the covered Employees.

The covered Employees may be required to pay the entire cost for coverage for their Dependents.

The level of any required Employee contributions is set by the Plan Administrator. The Plan Administrator reserves the right to change the level of Employee contributions.

ENROLLMENT

Enrollment Requirements. An Employee must enroll for coverage by filling out and signing an enrollment application. If Dependent coverage is desired, the covered Employee will be required to enroll for Dependent coverage as well.

Enrollment Requirements for Newborn Children. A newborn child of a covered Employee will not be automatically enrolled in this Plan.

The Employee will be required to enroll the newborn child on a timely basis, as defined in the section "Timely or Late Enrollment" following this section, or there will be no payment from the Plan and the parents will be responsible for all costs.

TIMELY OR LATE ENROLLMENT

1. **Timely Enrollment** - The enrollment will be "timely" if the completed form is received by the Plan Administrator no later than thirty-one (31) days after the person becomes eligible for the coverage either initially or under a special enrollment period.

If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent Children terminates coverage, the Dependent coverage may be continued by the other covered Employee with no Waiting Period as long as coverage has been continuous.

2. **Late Enrollment** - An enrollment is "late" if it is not made on a "timely basis" or during a special enrollment period. Late enrollees and their Dependents who are not eligible to join the Plan during a special enrollment period may join only during open enrollment.

If an individual loses eligibility for coverage as a result of terminating employment, a reduction of hours of employment or a general suspension of coverage under the Plan, then upon becoming eligible again due to resumption of employment or due to resumption of Plan coverage, only the most recent period of eligibility will be considered for purposes of determining whether the individual is a late enrollee.

The time between the date a late enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period. Coverage begins as specified in this Plan.

SPECIAL ENROLLMENT RIGHTS

Federal law provides special enrollment provisions under some circumstances. If an Employee is declining enrollment for himself or herself or his or her Dependents (including his or her spouse) because of other health insurance or group health plan coverage, there may be a right to enroll in this Plan if there is a loss of eligibility for that other coverage (or if the Employer stops contributing towards the other coverage).

In addition, if an Employee or his or her Dependents (including his or her spouse) is losing coverage due to a loss of a government sponsored subsidy (due to ineligibility for coverage or cost of coverage) there may be a right to enroll in this Plan.

However, a request for enrollment must be made within thirty-one (31) days after the coverage ends (or after the Employer stops contributing towards the other coverage).

In addition, in the case of a birth, adoption or placement for adoption, there may be a right to enroll in this Plan. However, a request for enrollment must be made within thirty-one (31) days of the date of birth, adoption or placement for adoption or of the date of marriage.

The special enrollment rules are described in more detail below. To request special enrollment or obtain more detailed information of these portability provisions, contact the Plan Administrator.

SPECIAL ENROLLMENT PERIODS

The enrollment date for anyone who enrolls under a special enrollment period is the first date of coverage. The events described below may create a right to enroll in the Plan under a special enrollment period.

- 1. Losing other coverage may create a special enrollment right.** An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll if loss of eligibility for coverage meets all of the following conditions:
 - a. The Employee or Dependent was covered under a group health plan or had health insurance coverage at the time coverage under this Plan was previously offered to the individual.
 - b. If required by the Plan Administrator, the Employee stated in writing at the time that coverage was offered that the other health coverage was the reason for declining enrollment.
 - c. The coverage of the Employee or Dependent who had lost the coverage was under COBRA and the COBRA coverage was exhausted, or was not under COBRA and either the coverage was terminated as a result of loss of eligibility for the coverage or because Employer contributions towards the coverage were terminated. Coverage will begin no later than the first day of the first calendar month following the date of loss.
 - d. The Employee or Dependent requests enrollment in this Plan not later than thirty-one (31) days after the date of exhaustion of COBRA coverage or the termination of non-COBRA coverage due to loss of eligibility or termination of Employer contributions, described above. Coverage will begin no later than the first day of the first calendar month following the date of loss.

For purposes of these rules, a loss of eligibility occurs if one of the following occurs:

- a. The Employee or Dependent has a loss of eligibility due to the plan no longer offering any benefits to a class of similarly situated individuals (i.e., part-time Employees).

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

If the Employee or Dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan), that individual does not have a special enrollment right.

2. Acquiring a newly eligible Dependent may create a special enrollment right. If:

- a. The Employee is a Plan Participant under this Plan (or has met the Waiting Period applicable to becoming a Plan Participant under this Plan and is eligible to be enrolled under this Plan but for a failure to enroll during a previous enrollment period), and
- b. A person becomes a Dependent of the Employee through marriage, birth, adoption or placement for adoption,

then the Dependent (and if not otherwise enrolled, the Employee) may be enrolled under this Plan. In the case of the birth or adoption of a Child, the spouse of the covered Employee may be enrolled as a Dependent of the covered Employee if the spouse is otherwise eligible for coverage. If the Employee is not enrolled at the time of the event, the Employee must enroll under this special enrollment period in order for his eligible Dependents to enroll.

The Dependent special enrollment period is a period of thirty-one (31) days and begins on the date of birth, adoption or placement for adoption, or on the date of the marriage. To be eligible for this special enrollment, the Dependent and/or Employee must request enrollment during this time period as stated above.

The coverage of the Dependent and/or Employee enrolled in the special enrollment period will be effective:

- a. In the case of marriage, the first day of the first month beginning after the date of the completed request for enrollment is received (as long as the enrollment request is made within thirty (30) days of the marriage);
- b. In the case of a Dependent's birth, as of the date of birth; or
- c. In the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

TERMINATION OF COVERAGE

The Plan Administrator has the right to rescind any coverage of the Employee and/or Dependents for cause, making a fraudulent claim or an intentional material misrepresentation in applying for or obtaining coverage, or obtaining benefits under the Plan. The Plan Administrator may either void coverage for the Employee and/or covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days advance written notice of such action. The Employer will refund all contributions paid for any coverage rescinded; however, claims paid will be offset from this amount. The Employer reserves the right to collect additional monies if claims are paid in excess of the Employee's and/or Dependent's paid contributions.

When Employee Coverage Terminates. Employee coverage will terminate on the earliest of these dates:

1. The date the Plan is terminated.
2. The last day of the month in which the covered Employee ceases to be in one of the eligible classes. This includes death or termination of active employment of the covered Employee. This also includes failure to satisfy the eligibility requirements of the Plan due to periods of leave unless the plan specifically provides for continuation during these periods.
3. If an Employee fails to make the required premium payment, commits fraud, makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, or fails to notify the Plan Administrator that he or she has become ineligible for coverage, then the Employer or Plan will void coverage for the Employee and covered Dependents for the period of time coverage was in effect.
4. As otherwise specified in this Plan.

Note: Except in certain circumstances, a covered Employee may be eligible for COBRA Continuation Coverage. For a complete explanation of when COBRA Continuation Coverage is available, what conditions apply and how to select it, see the COBRA Continuation Coverage section in this Plan.

Continuation During Periods of Employer-Approved Leave(s) of Absence. A person may remain eligible under the terms of this Plan during an Employer-approved leave of absence. While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the covered Employee. The Employer has sole discretion to determine the length of the Employer-approved leave of absence.

Continuation During Family and Medical Leave. Regardless of the established leave policies mentioned above, this Plan shall at all times comply with the Family and Medical Leave Act of 1993 (FMLA) as promulgated in regulations issued by the Department of Labor, if, in fact, FMLA is applicable to the Employer and all of its Employees and locations.

This Plan shall also comply with any other State leave laws as set forth in statutes enacted by State legislature and amended from time to time, to the extent that the State leave law is applicable to the Employer and all of its Employees. Leave taken pursuant to any other State leave law shall run concurrently with leave taken under FMLA, to the extent consistent with applicable law.

If applicable, during any leave taken under the FMLA and/or other State leave law, the Employer will maintain coverage under this Plan on the same conditions as coverage would have been provided if the covered Employee had been continuously employed during the entire leave period.

If Plan coverage terminates during the FMLA, coverage will be reinstated for the Employee and his or her covered Dependents if the Employee returns to work in accordance with the terms of the FMLA and/or other State leave law. Coverage will be reinstated only if the person(s) had coverage under this Plan when the FMLA Leave started, and will be reinstated to the same extent that it was in force when that coverage terminated.

Rehiring a Terminated Employee. A terminated Employee who is rehired by within 13 consecutive weeks from the date of termination will be credited for time towards the satisfaction of any applicable employment Waiting Period prior to the initial date of termination.

Coverage will begin the first day of the calendar month following the date of rehire or the first day of the calendar month following the satisfaction of any applicable employment Waiting Period, whichever comes first.

A terminated Employee who is rehired after 13 weeks from the date of termination will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements.

Employees on Military Leave. Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA) under the following circumstances. These rights apply only to Employees and their Dependents covered under the Plan immediately before leaving for military service.

1. The maximum period of coverage of a person and the person's Dependents under such an election shall be the lesser of:
 - a. The 24-month period beginning on the date on which the person's absence begins; or
 - b. The day after the date on which the person was required to apply for or return to a position of employment and fails to do so.
2. A person who elects to continue health plan coverage may pay up to 102% of the full contribution under the Plan, except a person on active duty for 30 days or less cannot be required to pay more than the Employee's share, if any, for the coverage.
3. An Exclusion or Waiting Period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an Exclusion or Waiting Period may be imposed for coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been Incurred in, or aggravated during, the performance of uniformed service.

If the Employee wishes to elect this coverage or obtain more detailed information, contact the Plan Administrator. The Employee may also have continuation rights under USERRA. In general, the Employee must meet the same requirements for electing USERRA coverage as are required under COBRA Continuation Coverage requirements. Coverage elected under these circumstances is concurrent not cumulative. The Employee may elect USERRA continuation coverage for the Employee and their Dependents. Only the Employee has election rights. Dependents do not have any independent right to elect USERRA health plan continuation.

When Dependent Coverage Terminates. A Dependent's coverage will terminate on the earliest of these dates:

1. The date the Plan or Dependent coverage under the Plan is terminated.
2. The last day of the month in which an Employee's coverage under the Plan terminates for any reason including death.
3. The last day of the month in which a covered spouse loses coverage due to loss of eligibility status.
4. The last day of the month in which the Dependent Child ceases to meet the applicable eligibility requirements.
5. If a Dependent commits fraud or makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, or fails to notify the Plan Administrator that he or she has become ineligible for coverage, then the Employer or Plan may either void coverage for the Dependent for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action; or
6. As otherwise specified in this Plan.

Note: Except in certain circumstances, a covered Dependent may be eligible for COBRA Continuation Coverage. For a complete explanation of when COBRA Continuation Coverage is available, what conditions apply and how to select it, see the COBRA Continuation Coverage section in this Plan.

ARTICLE VII OPEN ENROLLMENT

Each year there is an annual open enrollment period designated by the Plan Administrator during which Plan Participants may change their benefit elections under the Plan, and Employees and their Dependents, who are late enrollees, will be able to enroll in the Plan.

Benefit choices for late enrollees made during the open enrollment period will become effective January 1. Plan Participants will receive detailed information regarding open enrollment from the Plan Administrator.

Benefit choices made during the open enrollment period will remain in effect until the next open enrollment period unless there is a special enrollment event or a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a spouse's employment. To the extent previously satisfied, coverage Waiting Periods will be considered satisfied when changing from one benefit option under the Plan to another benefit option under the Plan.

If an Employee drops spousal coverage during open enrollment in anticipation of divorce, the covered Employee should notify the Plan Administrator.

ARTICLE VIII MEDICAL BENEFITS

Medical benefits apply when Covered Expenses are Incurred by a Plan Participant for care of an Injury or Illness and while the person is covered for these benefits under the Plan.

PAYMENT OF BENEFITS

All benefits under this Plan are payable, in U.S. Dollars, to the Plan Participant whose Illness or Injury is the basis of a claim, unless the Plan Participant, in accordance with the terms of this Plan, compensates Hospital or Physician of medical care with an assignment of benefits. Payment of benefits from the Plan to a health care Hospital or Physician pursuant to written direction of the Plan Participant is subject to the approval of the Plan Administrator, and shall be made as consideration in full for services rendered. In the event of the death or incapacity of a Plan Participant and in the absence of written evidence to this Plan of the qualification of a guardian for his or her estate, this Plan may, in its sole discretion, make any and all such payments to the individual or Institution which, in the opinion of this Plan, is or was providing the care and support of such Plan Participant.

COVERED EXPENSES

Charges for Covered Expenses are not to exceed the Maximum Allowable Charge that are Incurred for the following items of services and supplies when Medically Necessary to diagnose or treat a Plan Participant. These charges are subject to all benefit limits, Exclusions, and other provisions of this Plan. Covered Expenses and Medically Necessary are defined terms; see the Defined Terms section in this Plan for definitions of capitalized terms.

1. **Abortion.** Services, supplies, care or treatment in connection with an abortion.
2. **Acupuncture Treatment.** Charges for acupuncture up to the limits outlined in the Medical Benefits Schedule.
3. **Allergy Testing and Injections.** Covered Expenses will include testing, injections, serum and syringes.
4. **Ambulance.** Local Medically Necessary professional land or ambulance service. A charge for this item will be a Covered Expense only if the service is to the nearest Hospital or Skilled Nursing Facility where necessary treatment can be provided unless the Plan Administrator finds a longer trip was Medically Necessary.
5. **Ambulatory Surgical Center.** Services of an Ambulatory Surgical Center for Medically Necessary care.
6. **Anesthesia Services.** Anesthesia services provided by a Physician (other than the attending Physician) or Nurse anesthetist including the administration of spinal anesthesia, the injection or inhalation of a drug or other anesthetic agent.
7. **Attention Deficit Disorder/Attention Deficit Hyperactive Disorder (ADD/ADHD).** Care and treatment of attention deficit disorder and/or attention deficit hyperactive disorder.
8. **Biofeedback.** Charges associated with Medically Necessary biofeedback treatment.
9. **Cardiac Rehabilitation.** Cardiac rehabilitation as deemed Medically Necessary provided services are rendered (a) under the supervision of a Physician; (b) in connection with a myocardial infarction, coronary occlusion or coronary bypass surgery; and (d) in a Hospital as defined by this Plan.
10. **Chemotherapy.** Charges for chemotherapy, including materials and services of technicians are included.
11. **Chiropractic Care.** Covered Expense includes initial consultation, x-rays and treatment. Massage therapy is also a Covered Expense.

12. Clinical Trials. Covered Expenses will include charges made for routine patient costs associated with clinical trials approved and sponsored by the federal government. In addition, the following criteria must be met:

- a. The clinical trial is registered on the National Institute of Health (NIH) maintained web site www.clinicaltrials.gov as a Phase I, II, III, or IV clinical trial for cancer treatment.
- b. The Plan Participant meets all inclusion criteria for the clinical trial and is not treated “off-protocol.”
- c. The Plan Participant has signed an informed consent to participate in the clinical trial. The Plan Administrator may request a copy of the signed informed consent;
- d. The trial is approved by the Institutional Review Board of the Institution administering the treatment.
- e. Routine patient costs will not be considered Experimental and/or Investigational and will include costs for services received during the course of a clinical trial, which are the usual costs for medical care, such as Physician visits, Hospital stays, clinical laboratory tests and x-rays that a Plan Participant would receive whether or not he or she were participating in a clinical trial.

Routine patient costs do not include, and reimbursement will not be provided for:

- The investigational service, supply, or drug itself; or
- Services or supplies listed herein as Plan Exclusions; or
- Services or supplies related to data collection for the clinical trial (i.e., protocol-induced costs). This includes items and services provided solely to satisfy data collection and analysis and that are not used in direct clinical management of the Plan Participant; or
- Services that are clearly inconsistent with the widely accepted and established standards of care for a particular Diagnosis; or
- Services or supplies which, in the absence of private health care coverage, are provided by a clinical trial sponsor or other party (e.g., device, drug, item or service supplied by manufacturer and not yet FDA approved) without charge to the trial Plan Participant.

13. Contact Lenses. Initial contact lenses or glasses required for treatment of keratoconus or glaucoma or following cataract surgery.

14. Contraceptives. All Food and Drug Administration approved contraceptive methods when prescribed by a Physician, including but not limited to, intrauterine devices (IUDs), implants, and injections, and any related Physician and facility charges, including complications, and will be payable under the preventive care benefits as shown in the Medical Benefits Schedule section.

Refer to the separate Prescription Drug Benefit of this Plan regarding prescription coverage of oral contraceptive medications, devices, transdermal, vaginal contraceptives, implantable and injectables, including Physician-prescribed over-the-counter (OTC) contraceptives for female Plan Participants.

15. Cosmetic/Reconstructive Surgery. Cosmetic surgery or reconstructive surgery shall be a Covered Expense provided:

- a. A Plan Participant receives an Injury as a result of an Accident and, as a result requires surgery. cosmetic surgery or reconstructive surgery and treatment must be for the purpose of restoring the Plan Participant to his normal function immediately prior to the Accident.
- b. It is required to correct a congenital anomaly, for example, a birth defect.

Breast reduction surgery may be considered a Covered Expenses when Medically Necessary and

- 16. Dental Services.** Facility, or anesthesia charges associated with dental care treatment that is determined to be Medically Necessary will be covered under the Plan. The following are some examples of Medical Necessity:
- a. The patient is a Child (up to 6 years old) with a dental condition that requires repairs of significant complexity (e.g., multiple restorations, pulpal therapy, extractions);
 - b. Patients with certain physical, intellectual or medically compromising conditions (e.g., mental deficit, cerebral palsy, epilepsy, cardiac problems, hyperactivity verified by appropriate medical documentation);
 - c. Extremely uncooperative, fearful, unmanageable, anxious or uncommunicative patients with substantial dental needs and no expectation that behavior will improve soon;
 - d. Patients with dental restorative or surgical needs for whom local anesthesia is ineffective (such as due to acute infection, anatomic variations or allergy); or
 - e. Patients who have sustained extensive orofacial or dental trauma, for which treatment under local anesthesia would be ineffective or compromised.
- 17. Diabetic Education.** Services and supplies used in Outpatient diabetes self-management programs are covered under this Plan when they are provided by a Physician.
- 18. Diagnostic Services and Supplies.** Covered Expenses shall include services and supplies for diagnostic laboratory, pathology, ultrasound, nuclear medicine, magnetic imaging, radiology and oncology, sleep studies, and x-ray.
- 19. Dialysis.** The Plan will pay dialysis-related claims according to the benefits schedule for the first 3 months after commencement of treatment. Thereafter, the Plan will pay for dialysis-related services at 80% of 125% of the then-current Medicare Allowable for those services in that region, after satisfaction of any Deductibles, Coinsurance and/or Copayments.

Dialysis treatment shall include hemodialysis or peritoneal dialysis and the supplies utilized to administer under the direction of a Physician in a Hospital, health care facility, Physician's office or at home. Laboratory testing and Physician visits will be payable pursuant to the normal plan provisions.

Dialysis charges are excluded from any Network Provider agreements and are treated as non-network claims; they are paid at a percentage of the Medicare Allowable Amount and may be subject to Medicare rules. This provision applies to charges for dialysis treatment only.

- 20. Durable Medical Equipment (DME).** Rental of durable medical or surgical equipment if deemed Medically Necessary. These items may be bought rather than rented, with the cost not to exceed the fair market value of the equipment at the time of purchase. Repair or replacement will be covered only when required due to growth or development of a dependent child, or deterioration from normal wear and tear if recommended by the attending physician.
- 21. Emergency Services.** Coverage is provided for a medical screening examination and associated services to treat a condition that requires immediate medical attention that would reasonably expect to result in: (a) serious jeopardy to the health of an individual (or in the case of a pregnant person, the health of the unborn Child); (b) serious impairment to bodily function; or (c) serious dysfunction of any bodily organ or part. Emergency Services include pre-stabilization services that are provided after a patient is moved out of the emergency department and admitted to a Hospital, as well as any additional services rendered after a patient is stabilized as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which other Emergency Services are furnished. These services include those provided at an Independent Freestanding Emergency Department as well as a Hospital emergency department. A decision of what constitutes Emergency Services will not be defined solely on the basis of the Diagnosis but rather will be a determination that takes into account the reasonableness of each situation as defined by a prudent layperson.
- 22. Gene Therapy.** Charges associated with gene therapy including CAR-T therapy.

23. **Genetic Testing.** Charges for genetic testing for the purpose of determining the need for fetal therapy or to determine a Medically Necessary intervention for the mother and when Medically Necessary for other conditions.
24. **Habilitative Care.** Charges associated with habilitative care.
25. **Hearing Aid.** Expenses for hearing aids (including bone-anchored hearing aids and cochlear implants) up to the limits outlined in the Medical Benefits Schedule.
26. **Hearing Exam and Therapy.** Charges associated with a hearing exam and testing related to the purchase of the hearing aid and hearing therapy.
27. **Home Health Care.** Charges for home health care services and supplies are covered only for care and treatment of an Injury or Illness when Hospital or Skilled Nursing Facility confinement would otherwise be required. The Diagnosis, care and treatment must be certified by the attending Physician and be contained in a home health care plan.

Benefit payment for nursing, home health aide and therapy services is subject to the home health care limit shown in the Medical Benefits Schedule. A home health care visit will be considered a periodic visit by either a nurse or therapist, as the case may be, or four hours of home health aide services.

28. **Hospice Care.** Charges for hospice care services and supplies are covered only when the attending Physician has diagnosed the Plan Participant's condition as being terminal, determined that the person is not expected to live more than six (6) months and placed the person under a hospice care plan.

Charges associated with Inpatient or home-based respite care will be covered up to ten (10) visits per hospice period (these visits do not have to be consecutive). If two (2) visits are needed in the same day, it will only be counted as a single visit.

Covered Services for hospice care services and supplies are payable as described in the Medical Benefits Schedule.

29. **Hospital Care.** The medical services and supplies furnished by a Hospital or Ambulatory Surgical Center or a Birthing Center. Covered Expenses for room and board will be payable as shown in the Medical Benefits Schedule. After 23 observation hours, a confinement will be considered an Inpatient confinement.

Room charges made by a Hospital having only private rooms will be payable at the average private room rate of that facility.

30. **Infertility services.** Charges made for services related to diagnosis of Infertility and treatment of Infertility once a condition of Infertility has been diagnosed. Services include, but are not limited to: infertility drugs which are administered or provided by a Physician; cryopreservation, storage, and thawing of sperm, eggs and embryos; approved surgeries and other therapeutic procedures that have been demonstrated in existing peer-reviewed, evidence-based, scientific literature to have a reasonable likelihood of resulting in pregnancy; laboratory tests; sperm washing or preparation; artificial insemination; diagnostic evaluations; gamete intrafallopian transfer (GIFT); in vitro fertilization (IVF); zygote intrafallopian transfer (ZIFT); and the services of an embryologist.

This benefit includes diagnosis and treatment of both male and female Infertility; and male and female fertility preservation; and female conception.

31. **Mastectomy.** The Federal Women's Health and Cancer Rights Act, signed into law on October 21, 1998, contains coverage requirements for breast cancer patients who elect reconstruction in connection with a Mastectomy or Lumpectomy. The Federal law requires group health plans that provide Mastectomy or Lumpectomy coverage to also cover breast reconstruction surgery and prostheses following a Mastectomy or Lumpectomy.

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

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

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

This coverage will be subject to the same annual Deductible and Coinsurance provisions that currently apply to Mastectomy or Lumpectomy coverage, and will be provided in consultation with the Plan Participant and his or her attending Physician.

- 32. Medical Travel.** Charges associated with travel required to obtain Covered Expenses up to the limit outlined in the Medical Benefits Schedule.
- 33. Mental or Nervous Disorders and Substance Use Disorders Treatment.** Covered Expenses will be payable for care, supplies and treatment of Mental or Nervous Disorders and Substance Use Disorders.
- 34. Morbid Obesity.** Charges for Medically Necessary services to treat morbid obesity will be covered the same as any other Illness. Care and treatment include bariatric surgery. Weight loss programs are not covered.
- 35. Occupational Therapy.** Services provided by a licensed occupational therapist, payable up to the limits as stated in the Medical Benefits Schedule. Therapy must be ordered by a Physician, result from an Injury or Illness and improve a body function. Covered Expenses do not include recreational programs, maintenance therapy or supplies used in occupational therapy.
- 36. Oral Surgery.** Charges for Injury to or care of the mouth, teeth, gums and alveolar processes will be Covered Expenses only if that care is for the following oral surgical procedures:
 - Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
 - Emergency repair due to Injury to sound natural teeth within twelve (12) months after the accident.
 - Surgery needed to correct an Accidental Injury to the jaws, cheeks, lips, tongue, floor and roof of the mouth within twelve (12) months from the date of the accident.
 - Excision of benign bony growths of the jaw and hard palate.
 - External incision and drainage of cellulitis.
 - Incision of sensory sinuses, salivary glands or ducts.
 - Removal of impacted teeth.
 - No charge will be covered for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.
- 37. Orthognathic Surgery.** Charges associated with Medically Necessary orthognathic surgery.
- 38. Orthotics.** The purchase, fitting and repair or orthotic appliances such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an Injury or Illness.
- 39. Physical Therapy.** Services provided by a licensed physical therapist, payable up to the limits as stated in the Medical Benefits Schedule. The therapy must be in accord with a Physician's exact orders as to type, frequency and duration and for conditions which are subject to significant improvement through short-term therapy.

40. Physician Care. The professional services of a Physician for surgical or medical services. Charges for multiple surgical procedures will be a Covered Expense subject to the following provisions:

- a. If bilateral or multiple surgical procedures are performed by one (1) surgeon, benefits will be determined based on the Recognized Charge that is allowed for the primary procedure; 50% of the Recognized Charge will be allowed for each additional procedure performed through the same incision. Any procedure that would not be an integral part of the primary procedure or is unrelated to the Diagnosis will be considered "incidental" and no benefits will be provided for such procedures;
- b. If multiple unrelated surgical procedures are performed by two (2) or more surgeons on separate operative fields, benefits will be based on the Recognized Charge for each surgeon's primary procedure. If two (2) or more surgeons perform a procedure that is normally performed by one (1) surgeon, benefits for all surgeons will not exceed the Recognized Charge for that procedure; and
- c. If an assistant surgeon is required, the assistant surgeon's Covered Expense will not exceed 20% of the surgeon's allowance.

41. Pregnancy Care. Covered Expenses for the care and treatment of Pregnancy are covered the same as any other Illness.

Group health plans generally may not, under Federal law, restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a Provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Charges related to Pregnancy for Dependent daughters are covered under this Plan.

42. Prescription Medications. Covered Expenses include drugs that are administered or dispensed as take-home drugs as part of treatment while in the Hospital or at a medical facility (including claims billed on a claim form from a long-term care facility, assisted living facility, or Skilled Nursing Facility) and that require a Physician's prescription. Coverage does not include paper (script) claims obtained at a retail pharmacy, which are covered under the Prescription Drug benefit.

43. Preventive Care. Covered Expenses under medical benefits are payable for routine preventive care as described in the Medical Benefits Schedule. Standard preventive care for adults includes services with an "A" or "B" rating from the United States Preventive Services Task Force or as otherwise identified in applicable law. Examples of standard preventive care include:

- Screenings for: breast cancer, cervical cancer, colorectal cancer, high blood pressure, Type 2 Diabetes Mellitus, cholesterol, and obesity.
- Immunizations for adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; and
- Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration, including the following:
 - Breastfeeding support, supplies, and counseling.
 - Gestational diabetes screening.

Standard preventive care includes women's contraceptives sterilization procedures, and counseling.

The list of services included as standard preventive care may change from time to time depending upon government guidelines. A current listing of required preventive care can be accessed at:

- www.HealthCare.gov/center/regulations/prevention.html and
- www.cdc.gov/vaccines/schedules/hcp/index.html.

Charges for Routine Well Adult Care. Routine well adult care is care by a Physician that is not for an Injury or Illness.

Charges for Routine Well Child Care. Routine well child care is routine care by a Physician that is not for an Injury or Illness. Standard preventive care for Children includes services with an "A" or "B" rating from the United States Preventive Services Task Force. Examples of standard preventive care include:

- Immunizations for Children and adolescents recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention. These may include:
 - Diphtheria,
 - Pertussis,
 - Tetanus,
 - Polio,
 - Measles,
 - Mumps,
 - Rubella,
 - Hemophilus influenza b (Hib),
 - Hepatitis B,
 - Varicella.
- Preventive care and screenings for infants, Children and adolescents as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration

The list of services included as standard preventive care may change from time to time depending upon government guidelines. A current listing of required preventive care can be accessed at:

- www.HealthCare.gov/center/regulations/prevention.html; and
- www.cdc.gov/vaccines/schedules/hcp/index.html.

44. Private Duty Nursing. The private duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.). Covered Expenses for this service will be included to this extent:

- a. **Inpatient Nursing Care.** Charges are covered only when care is Medically Necessary or not custodial in nature and the Hospital's intensive care unit is filled or the Hospital has no intensive care unit.
- b. **Outpatient Nursing Care.** Charges are covered only when care is Medically Necessary under a home health care plan.

45. Prosthetics. The initial purchase, fitting and repair of fitted prosthetic devices which replace body parts; including replacements which are Medically Necessary or required by pathological change or normal growth. Covered Expenses do not include the repair or replacement of damaged, lost or stolen devices.

46. Pulmonary Therapy. Charges associated with pulmonary therapy.

47. Radiation Therapy. Charges for radiation therapy and treatment.

48. Skilled Nursing Facility Care. Skilled Nursing Facility services, supplies and treatments shall be a Covered Expense provided:

- a. The Plan Participant is confined as a bed patient in the facility; and
- b. The attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospitalization; and
- c. The attending Physician completed a treatment plan which includes Diagnosis, the proposed course of treatment and the projected date of discharge from the Skilled Nursing Facility.

49. Sleep Disorders. Charges associated with treatment of sleep disorders.

50. **Speech Therapy.** Services provided by a licensed speech therapist, payable up to the limits as stated in the Medical Benefits Schedule. Therapy must be ordered by a Physician and follow either: (a) surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenectomy) of a Plan Participant; (b) an Injury; or an Illness.
51. **Sterilization Procedures.** Charges for male sterilization procedures are outlined in the Medical Benefits Schedule. Sterilization procedures for female Plan Participants will be payable as shown under the preventive care benefit as shown in the Medical Benefits Schedule.
52. **Surgical Dressings.** Charges for surgical dressings, splints, casts and other devices used in the reduction of fractures and dislocations.
53. **Telehealth Services (Teladoc).** Telehealth services are a Covered Expense which include office visits, psychotherapy, and/or medical consultations via phone, or video conference technology.
54. **Temporomandibular Joint Syndrome.** All diagnostic and treatment services related to the treatment of jaw joint problems including temporomandibular joint (TMJ) syndrome.
55. **Tobacco Cessation Programs.** Expenses will be covered with no cost sharing under preventive care benefits if provided by a Network Provider.
56. **Urgent Care Facility.** Services and supplies provided by an urgent care facility. Eligible expenses will be payable as shown in the Medical Benefits Schedule.
57. **US Imaging Network.** US Imaging is a national diagnostic program for advanced radiology procedures including MRI, CT and PET scans. This radiology solution offers both the Plan and Plan Participant the ability to lower advanced radiology costs while providing access to high-quality facilities.

US Imaging also includes an enhanced VIP concierge scheduling service. The US Imaging radiology program begins as soon as a Plan Participant is prescribed an advanced radiology test. First, a Plan Participant or prescribing Physician contacts US Imaging. Program representatives take care of the entire process, from scheduling an appointment on behalf of the Plan Participant, to claims processing and Provider payment. Through the exclusive VIP appointment scheduling service, Plan Participants have access to appointment times and locations that meet their unique needs. Many appointments are available within twenty-four (24) – forty-eight (48) hours of request.

US Imaging appointment scheduling program schedules Plan Participants into our high-quality, cost-effective facilities. The program works in the following manner:

- a. US Imaging receives a call to schedule a test from the Plan Participant, referring Provider or the Utilization Review Service used by the Plan Participant's Plan.
- b. US Imaging will find the most convenient radiology facility that meets the Plan Participant's needs (near office or home).
- c. US Imaging educates the Plan Participant about the test they are going to receive, what to expect during the test and how to prepare.
- d. US Imaging obtains a copy of the prescription from the referring Provider and will fax the copy to the facility.
- e. US Imaging provides an appointment confirmation and directions via email to the Plan Participant.
- f. US Imaging calls the Plan Participant to remind them a day before their scheduled exam.

Refer to the Plan ID Card for contact information. Refer to the Medical Benefits Schedule for the US Imaging benefit level.

58. **Vision Exam.** Charges associated with a vision exam limited to one (1) every three (3) years for Plan Participants up to age 40 and one (1) every twelve (12) months for Plan Participants over age 40.

59. Well Newborn Nursery/Physician Care. Covered Expenses include the following:

Charges for Routine Nursery Care. Routine well newborn nursery care is care while the newborn is Hospital-confined after birth and includes room, board and other normal care, including circumcision, for which a Hospital makes a charge.

This coverage is only provided if the newborn child, who is neither injured nor ill, is an eligible Dependent and a parent (1) is a Plan Participant who was covered under the Plan at the time of the birth, or (2) enrolls himself or herself (as well as the newborn child if required) in accordance with the special enrollment provisions with coverage effective as of the date of birth.

The benefit is limited to the Recognized Charges for nursery care for the newborn child while Hospital confined as a result of the Child's birth.

Charges for covered routine nursery care will be applied toward the Plan of the mother/parent.

Group health plans generally may not, under Federal law, restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section.

However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a Provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Charges for Routine Physician Care. The benefit is limited to the Recognized Charges made by a Physician for the newborn child while Hospital confined, including circumcision, as a result of the Child's birth.

Charges for covered routine Physician care will be applied toward the Plan of the mother/parent.

If the baby is ill, suffers an Injury, premature birth, congenital abnormality or requires care other than routine care, benefits will be provided on the same basis as for any other eligible expense provided the Child is added to the Plan and coverage is in effect.

60. Wigs and Scalp Prosthesis. These are considered a Covered Expense when generalized hair loss is due to alopecia areata, chemotherapy or radiation therapy.

**ARTICLE IX
ORGAN AND TISSUE TRANSPLANT COVERAGE**

Personify Health, Inc. has partnered with HCC Life Insurance Company to provide Plan Participants with a fully-insured organ transplant policy. This policy is effective after the first year a Plan Participant is enrolled under the Personify Health, Inc. Group Health Plan. This policy is separate and distinct from the Personify Health, Inc. Group Health Plan. The following is a brief overview of the benefits provided, for the complete outline of benefits contact the Plan Administrator.

COVERED TRANSPLANTS

The following transplant procedures are covered as long as the transplant is the result of one of the covered specified diseases (a list of these may be obtained from the Plan Administrator):

- Heart
- Lung/Double Lung
- Kidney (living or deceased donor)
- Pancreas
- Liver (living or deceased donor)
- Intestine
- Heart/Lung
- Kidney/Pancreas
- Kidney/Liver
- Liver/Intestine
- Pancreas/Intestine
- Liver/Pancreas/Intestine
- Autologous Bone Marrow/Peripheral Stem Cell (including high dose chem)
- Allogeneic Bone Marrow/Peripheral Stem Cell/Cord Blood (including high dose chemo related & unrelated)

TRANSPLANT BENEFIT PERIOD

After the first year of eligibility under the Personify Health, Inc. Group Health Plan, the transplant benefit period through HCC begins on the date of transplant evaluation for a covered transplant procedure. The transplant benefit period ends on the earliest of the following dates:

1. The end of the 365th day following the covered transplant procedure;
2. The date the Plan Participant’s lifetime limit has been reached under the policy, if applicable;
3. The date the policy terminates, but only if:
 - a. Personify Health, Inc. cancels the policy prior to the last day of the current Plan Year; or
 - b. The Plan Participant’s transplant benefit period has begun, but such Plan Participant has not received a covered transplant procedure as of the date of termination of the policy;
4. The date the Plan Participant’s COBRA benefits terminate, if applicable; or
5. The date established by the non-performance of covered transplant procedures provision.

If there is no transplant evaluation, the transplant benefit period begins on the date of a covered transplant procedure. For a bone marrow/peripheral stem cell tissue transplant, the date the tissue is re-infused is deemed to be the date of the covered transplant procedure. All benefits provided during a transplant benefit period that extend beyond the Plan Year will be based on the policy terms in effect at the start of the transplant benefit period. A transplant benefit period cannot begin prior to the date the Plan Participant first becomes covered under the policy.

REIMBURSEMENT AMOUNTS

HCC LIFE will reimburse the following amounts for Covered Expenses:

	NETWORK PROVIDER	NON-NETWORK PROVIDER
Covered Transplant Services	100% of Covered Expenses.	80% of Covered Expenses. Subject to the Maximum Benefit.

SECONDARY PAYER

If any other medical plan pays benefits as primary, benefits under the policy will be considered secondary. Such secondary benefits will be the lesser of:

1. Covered Expenses minus charges paid by the primary payer; or
2. The negotiated amount established between the primary payer and the Provider, minus charges paid by the primary payer.

For Additional information regarding this policy, contact the Plan Administrator.

**ARTICLE X
MEDICAL MANAGEMENT SERVICES**

Personify Health Solutions, LLC will assist the Plan Participant in determining whether or not proposed services are appropriate for reimbursement under the Plan. The program is not intended to diagnose or treat medical conditions, guarantee benefits, or validate eligibility.

**PERSONIFY HEALTH SOLUTIONS, LLC
800-849-0580**

UTILIZATION REVIEW

Utilization Review is a program designed to help ensure that all Plan Participants receive necessary and appropriate health care while avoiding unnecessary expenses.

PRECERTIFICATION

Precertification is the process of performing a Medical Necessity review. This process is performed by Personify Health Solutions, LLC. The following non-Emergency Services require Precertification:

- All Inpatient services;
- Intensive Outpatient programs;
- Partial Hospitalizations;
- Skilled Nursing Facility stays; and
- Certain Outpatient procedures and treatment, including but not limited to the following:
 - Advanced imaging;
 - Chemotherapy;
 - Durable Medical Equipment;
 - Genetic testing;
 - Home health services;
 - Home infusion services;
 - Injectable medication;
 - Parenteral nutrition;
 - Prosthetics;
 - Radiation therapy;
 - Sleep studies; and
 - Wound care.

The purpose of the program is to determine Medical Necessity, medical appropriateness, health care setting, and level of care.

All services requiring Precertification, as noted above are to be authorized in advance, except for emergencies, by contacting Personify Health Solutions, LLC at 800-849-0580. The Plan Participant or their Authorized Representative is required to call for Precertification at least twenty-four (24) hours prior to the services being rendered. The Plan Participant or their Authorized Representative must identify the services to be rendered and the associated Diagnosis and procedure codes necessary for Precertification determinations and service prepricing.

If Precertification is not obtained prior to treatment or care, the Plan payment for any expenses associated with the treatment or care may be reduced. Such reduction will not go toward the maximum out-of-pocket amount.

If a particular course of treatment or medical service is not Preauthorized as Medically Necessary before the Plan Participant receives the care or treatment, it means that the charges for the care or treatment may be denied.

Any reduced reimbursement or denied claims, due to failure to follow Precertification procedures will not accrue toward the maximum out-of-pocket amount.

The attending Physician does not have to obtain Precertification from the Plan for prescribing a maternity length of stay that is 48 hours or less for a vaginal delivery or 96 hours or less for a cesarean delivery.

HOW THE UTILIZATION REVIEW PROGRAM WORKS

Before a Plan Participant enters a Hospital on a non-emergency basis or receives other listed medical services, Personify Health Solutions, LLC will, in conjunction with the attending Physician, certify the care as Medically Necessary. A non-emergency stay in a Hospital is one that can be scheduled in advance.

The Utilization Review program is set in motion by a telephone call from, or on behalf of, the Plan Participant or the treating Provider. Contact Personify Health Solutions, LLC at the numbers listed above before services are scheduled to be provided with the following information.

- The name of the Plan Participant and relationship to the covered Employee
- The name, Employee identification number and address of the covered Employee
- The name of the Employer
- The name and telephone number of the attending Physician
- The name of the Hospital, proposed date of admission, and proposed length of stay
- The proposed medical services
- The proposed rendering of listed medical services

If there is an emergency admission to the Hospital, the Plan Participant, Plan Participant's family member, Hospital or attending Physician must contact Personify Health Solutions, LLC **within forty-eight (48) hours** of the first business day after admission.

Personify Health Solutions, LLC will review and make a determination on the Medical Necessity of the care, treatment or service.

***Note:** Precertification does not guarantee payment of the claim(s) Incurred during the period of authorization. Whether an individual is a Plan Participant, whether a charge is eligible for payment, and how much of a charge is paid are determined after the claim for the care, treatment or service is received by the Claims Administrator. All claims are subject to all Plan terms and conditions, limitations, and Exclusions at the time the charges are Incurred. Providers and Plan Participants are informed at the time the Hospital stay is authorized, that authorization by Personify Health Solutions, LLC, does not guarantee payment of claims for the same.*

Concurrent Review and Discharge Planning. Concurrent review of a course of treatment and discharge planning from a Hospital are parts of the Utilization Review. Personify Health Solutions, LLC will monitor the Plan Participant's Hospital stay or use of other medical services and coordinate with the attending Physician, Hospital and Plan Participant either the scheduled discharge or extension of the Hospital stay or extension or cessation of other medical services.

If the attending Physician believes it Medically Necessary for a Plan Participant to receive additional services or to stay in the Hospital for a greater length of time than has been Preauthorized, the attending Physician must request the additional services or days.

RETROSPECTIVE REVIEW

The Utilization Review Service will review and evaluate the medical records and other pertinent data of an individual whose Hospital stay, or a portion of his stay, was not authorized under the provisions of the Plan.

Requests for such review must be made, in writing, by the attending Physician or Hospital and must define the medical basis for the review.

Benefits will be limited to only those expenses Incurred during the period of hospitalization which **would have been** authorized. Benefits are not payable for expenses related to any period of Hospital confinement which is deemed not Medically Necessary.

CASE MANAGEMENT AND ALTERNATIVE BENEFIT

If a Plan Participant has an ongoing Illness or Injury, a Case Manager may be assigned to monitor the Plan Participant, and to coordinate with the attending Physician and Plan Participant to design a treatment plan and coordinate appropriate Medically Necessary care. The case manager will consult with the Plan Participant, the family, and the attending Physician to assist in coordinating a plan of care approved by the Plan Participant's attending Physician and the Plan Participant.

Case management is a voluntary program of the Plan. If the Plan Participant chooses not to participate in the case management program, there will be no reductions of benefits or penalties.

Each treatment plan is individualized to a specific Plan Participant and is not appropriate or recommended for any other Plan Participant, even one with the same Diagnosis. All treatment and care decisions will be the sole determination of the Plan Participant and the attending Physician.

Alternative Benefit. The Plan may elect, in its sole discretion, to allow for alternative benefits that are otherwise excluded under the Plan. The Plan's decision to allow alternative benefits shall be determined on a case-by-case basis in conjunction with the treating Provider and the Plan Participant. The Plan's determination to provide the benefits in one instance shall not obligate the Plan to provide the same or similar alternative benefits for the same or any other Plan Participant, nor shall it be deemed to waive the right of the Plan Administrator to strictly enforce the provisions of the Plan.

The Alternative Benefit must be beneficial to both the Plan Participant and the Plan. Alternative benefits, if approved by the Plan Administrator, are subject to all applicable Plan terms and conditions, limitations and Exclusions at the time the charges are Incurred. Once agreement has been reached, the Plan Administrator or its delegate will direct the Claims Administrator to reimburse for Medically Necessary expenses as stated in the alternative treatment plan, even if these expenses normally would not be paid by the Plan. Unless specifically provided to the contrary in the Plan Administrator's instructions, reimbursement for expenses Incurred in connections with the treatment plan shall be subject to all Plan limits and cost sharing provisions.

ARTICLE XI DEFINED TERMS

The following terms have special meanings and when used in this Plan will be capitalized.

Accident means a sudden and unforeseen event, or a deliberate act resulting in unforeseen consequences.

Accidental Injury means an Injury sustained as the result of an Accident and independently of all other causes by an outside traumatic event or due to exposure to the elements.

Active Employee is an Employee who on any day performs in the customary manner all of the regular duties of employment. An Employee will be deemed active on each day of a regular paid vacation or on a regular non-working day on which the covered Employee is not Totally Disabled, provided the covered Employee was working on the last preceding regular workday. An Employee shall be deemed active if the Employee is absent from work due to a health factor, as defined by HIPAA, subject to the Plan's leave of absence provisions. An Employee will not be considered under any circumstances active if he or she has effectively terminated employment.

Adverse Benefit Determination means a denial, reduction, or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make a payment for a claim that is based on any: (a) determination of an individual's eligibility to participate in a Plan or health insurance coverage; (b) determination that a claimed benefit is not a Covered Service; (c) imposition of a source-of-injury Exclusion, or other limitation on otherwise Covered Services; (d) determination that a claimed benefit is Experimental and/or Investigational, or not Medically Necessary or appropriate; (e) invalid charges; or (f) improper balance, or (g) as otherwise defined in the Plan.

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

Allowable Expense(s) means any Medically Necessary item of expense, at least a portion of which is covered under this Plan. When some other plan pays first in accordance with the Coordination of Benefits, this Plan's Allowable Expenses shall in no event exceed the other plan's Allowable Expenses. When some other plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be the benefit. Benefits payable under any other plan include the benefits that would have been payable had claim been duly made therefore, whether or not it is actually made.

Alternate Recipient means any Child of a Plan Participant who is recognized under a Medical Child Support Order as having a right to enrollment under this Plan as the Plan Participant's eligible Dependent. For purposes of the benefits provided under this Plan, an Alternate Recipient shall be treated as an eligible Dependent, but for purposes of the reporting and disclosure requirements under ERISA, an Alternate Recipient shall have the same status as a Plan Participant.

Ambulatory Surgical Center means any public or private State licensed and approved (whenever required by law) establishment with an organized medical staff of Physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous Physician services and registered professional nursing service whenever a Plan Participant is in the facility, and which does not provide service or other accommodations for Plan Participants to stay overnight.

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

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

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

“Routine patient costs” include all items and services consistent with the coverage provided in the Plan that is typically covered for a qualified individual who is not enrolled in a clinical trial. Routine patient costs do not include: 1) the investigational item, device or service itself; 2) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the Plan Participant; 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular Diagnosis; 4) and/or items and/or services to be paid for and or provided at no cost from a third party (including but not limited to a manufacturer.)

Assignment of Benefits means an arrangement whereby the Claimant assigns their right to seek and receive payment of eligible Plan benefits, in strict accordance with the terms of this Plan Document, to a Hospital or Physician. If a Hospital or Physician accepts said arrangement, the Hospital’s or Physician’s rights to receive Plan benefits are equal to those of a Claimant and are limited by the terms of this Plan Document. A Hospital or Physician that accepts this arrangement thereby indicates acceptance of an “Assignment of Benefits” as consideration in full for medical care rendered. The Plan Administrator and/or Claims Delegate may revoke or disregard an Assignment of Benefits at its discretion and continue to treat the Plan Participant as the sole beneficiary.

Authorized Representative is a person designated by the Plan Participant to act on his or her behalf and communicate with the Plan with respect to a specific benefit claim or appeal of a denial. This authorization must be made in writing, signed and dated by the Plan Participant, and include all information required in the Authorized Representative form.

Billing Review means a review of billing documentation and related medical records undertaken to uncover any identifiable improper balance, as necessary and sufficient to allow the Claims Delegate to reasonably assess the accuracy and validity of billed charges submitted in connection with a claim and to make determinations as to whether any such charge exceeds the Maximum Allowable Charge or whether such claim exceeds Permitted Payment Levels.

Billing Review Specialist means any organization(s) or individual(s) engaged to provide Billing Review services, advice and recommendations regarding Hospital and facility claims. The Claims Delegate or the Plan Administrator will, upon request, furnish the name, address, and phone number of the Billing Review Specialist(s) conducting the Billing Review on a claim.

Calendar Year means is the 12-month period beginning on January 1st and ending the following December 31st.

Certified Independent Dispute Resolution (IDR) Entity means an entity responsible for conducting determinations under the No Surprises Act (NSA) that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

Child and/or Children means the Employee’s natural child, any stepchild, legally adopted child, or any other Child for whom the Employee has been named Legal Guardian, or an “eligible foster child,” which is defined as an individual placed with the Employee by an authorized placement agency or by judgment, decree or other order of a court of competent jurisdiction. For purposes of this definition, a legally adopted child shall include a Child placed in an Employee’s physical custody in anticipation of adoption. “Child” shall also mean a covered Employee’s Child who is an Alternate Recipient under a Qualified Medical Child Support Order, as required by the Federal Omnibus Budget Reconciliation Act of 1993.

CHIP means the Children’s Health Insurance Program or any provision or section thereof, which is herein specifically referred to, as such act, provision or section may be amended from time to time.

CHIPRA means the Children’s Health Insurance Program Reauthorization Act of 2009 or any provision or section thereof, which is herein specifically referred to, as such act.

Claimant means a Plan Participant or an Authorized Representative of a Plan Participant making a claim or for whom a claim is made.

Claims Administrator is Personify Health Solutions, LLC.

Clean Claim means one that can be processed in accordance with the terms of this Plan without obtaining additional information from the service Provider or a third party. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this Plan, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this Plan, and only as permitted by this Plan, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity, or fees under review for Maximum Allowable Charge or any other matter that may prevent the charge(s) from being Covered Expenses in accordance with the terms of this Plan.

Filing a Clean Claim. A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, attachments and additional elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this Plan and at other times prior to claim submittal) to ensure charges constitute Covered Expenses as defined by and in accordance with the terms of this Plan. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

CMS means Centers for Medicare and Medicaid Services.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Coinsurance means a cost sharing feature of many plans. It requires a Plan Participant to pay out-of-pocket a prescribed portion of the cost of Covered Expenses. The defined Coinsurance that a Plan Participant must pay out-of-pocket is based upon his or her health plan design. Coinsurance is established as a predetermined percentage of the Maximum Allowable Charge for Covered Services.

Copayment or Copay means the specified dollar amount that a Plan Participant must pay each time certain medical care is provided, as specified in the Medical Benefits Schedule.

Cost(s) means (a) as to medical care provided by a Hospital or Physician, the Costs determined from review and analysis of a facility’s applicable CMS Cost Ratios; (b) as to medical and surgical supplies, implants and devices, the costs to the Hospital or Physician of such items, which may be established by a Hospital or Physician invoice or a certified statement from a representative of the Hospital or Physician or, in the absence of a such an invoice or statement, through other sources of cost information or comparative data, such as comparable invoices, receipts, cost lists or other documentation or resources published or publicly available (free, for purchase or by subscription), or any combination thereof, that are deemed sufficient, in the opinion of the Claims Delegate; (c) as to pharmaceuticals provided by a Hospital, acquisition cost determined by reference to the National Average Drug Acquisition Cost calculated by CMS, the Average Acquisition Cost (AAC) for the state in which the facility resides, the Predictive Acquisition Cost calculated by Glass Box Analytics, or other comparable and recognized data source; and (d) as to medical and surgical supplies, implants and devices provided by a Hospital, acquisition cost determined by reference to an invoice submitted by a Hospital or, in the absence of such an invoice, a written statement from the Hospital specifying its actual acquisition cost or, in the absence of such an invoice or written statement, through other documentation or sources of cost data such as, but not be limited to, comparable invoices, receipts, cost lists or other commonly recognized data source, or other documentation or sources of cost information deemed appropriate by the Claims Delegate.

Covered Expense(s)/Covered Service(s) are Provider charges for Covered Services. Covered Expenses are billed charges minus non-Covered Expenses and invalid charges. Covered Expenses also means a reasonable fee for an appropriate, Medically Necessary service, treatment or supply, meant to improve a condition or Plan Participant's health, which is specified in this Plan as a Covered Expense. Covered Expenses will be determined based upon all other Plan provisions.

All treatment is subject to benefit payment maximums shown in the Medical Benefits Schedule and as determined elsewhere in this Plan.

Custodial Care means care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed; assistance in bathing, dressing, feeding; or supervision over medication which could normally be self-administered.

Deductible means an amount of money that is paid once a Calendar Year per Plan Participant and Family Unit. Typically, there is one Deductible amount per Plan and it must be paid before any money is paid by the Plan for any medical care.

Delegated Authority means the decision-making power and discretionary authority granted to and held by the Claims Delegate under this Plan to review, evaluate, and handle claim level II appeals as it relates to repricing.

Dentist means a properly trained person holding a D.D.S. or D.M.D. degree and practicing within the scope of a license to practice dentistry within their applicable geographic venue.

Dependent(s) means the covered Employee's eligible family members as outlined in this Plan.

Diagnosis means the act or process of identifying or determining the nature and cause of an Illness or Injury through evaluation of Plan Participant history, examination, and review of laboratory data.

Diagnostic Service means an examination, test, or procedure performed for specified symptoms to obtain information to aid in the assessment of the nature and severity of a medical condition or the identification of a Disease or Injury. The Diagnostic Service must be ordered by a Physician or other professional Provider.

Disease means any disorder which does not arise out of, which is not caused or contributed to by, and which is not a consequence of, any employment or occupation for compensation or profit; however, if evidence satisfactory to the Plan is furnished showing that the individual concerned is covered as an Employee under any worker's compensation law, occupational disease law or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disorder involved is one not covered under the applicable law or doctrine, then such disorder shall, for the purposes of the Plan, be regarded as an Illness or Disease.

Durable Medical Equipment means equipment which (a) can withstand repeated use, (b) is primarily and customarily used to serve a medical purpose, (c) generally is not useful to a person in the absence of an Illness or Injury and (d) is appropriate for use in the home.

Emergency Medical Condition means a condition that requires immediate medical attention that would reasonably expect to result in (a) serious jeopardy to the health of an individual (or in the case of a pregnant person, the health of the unborn child); (b) serious impairment to bodily function; or (c) serious dysfunction of any bodily organ or part.

Emergency Services means, with respect to an emergency medical condition, the following:

1. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and

2. Within the capabilities of the staff and facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an emergency medical condition, Emergency Services shall also include an item or service provided by a Non-Network Provider (regardless of the department of the Hospital in which items or services are furnished) after the Plan Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Plan Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Plan Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-Network Provider.

Employee means a person who is an Active, regular Employee of the Employer, regularly scheduled to work for the Employer in an Employee/Employer relationship.

Employer is Personify Health, Inc. and any entity under common control as elected by the Plan Administrator to participate in the Plan.

ERISA is the Employee Retirement Income Security Act of 1974, as amended.

Errors mean any billing mistakes or improprieties including, but not limited to, up-coding, duplicate charges, charges for care, supplies, treatment, and/or medical care not actually rendered or performed, or charges otherwise determined to be invalid, impermissible or improper based on any applicable law, regulation, rule or professional standard.

Excess Charge means a charge or portion thereof billed for care and/or treatment of an Illness or Injury that is not payable under the terms of the Plan because it exceeds the Maximum Allowable Charge, or is determined by the Plan Administrator to be based on Invalid Charges or Errors as defined by this Plan Document. Also, charges for a service or supply furnished by a direct contract Provider in excess of the applicable negotiated rate.

Exclusion means conditions or services that this Plan does not cover.

Experimental and/or Investigational means services, supplies, care and treatment which does not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical community or government oversight agencies at the time services were rendered.

The Plan Administrator must make an independent evaluation of the experimental/non-experimental standings of specific technologies. The Plan Administrator shall be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background investigation of the claim and the proposed treatment. The decision of the Plan Administrator will be final and binding on the Plan. The Plan Administrator will be guided by the following principles:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
2. If the drug, device, medical treatment or procedure, or the Plan Participant informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if Federal law requires such review or approval; or
3. *Except as provided under the Approved Clinical Trial benefit in the Medical Benefits within the Covered Expenses section*, if reliable evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or Diagnosis; or

4. If reliable evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or Approved Clinical Trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or Diagnosis.

Reliable evidence means only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, service, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Drugs are considered experimental if they are not commercially available for purchase and/or they are not approved by the Food and Drug Administration for general use.

Family Unit means the covered Employee and the family members who are covered as Dependents under the Plan.

FDA means the Food and Drug Administration.

Final Internal Adverse Benefit Determination means an Adverse Benefit Determination that has been upheld by the Plan at the conclusion of the internal claims and appeals process, or an Adverse Benefit Determination with respect to which the internal claims and appeals process has been deemed exhausted.

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

FMLA Leave means an unpaid, job protected leave of absence for certain specified family and medical reasons, which an Employer may be required to extend to an eligible Employee under the provisions of the FMLA.

Genetic Information means information about the genetic tests of an individual or his family members, and information about the manifestations of Disease or disorder in family members of the individual. A "genetic test" means an analysis of human DNA, RNA, chromosomes, proteins or metabolites, which detects genotypes, mutations or chromosomal changes as defined by the *Genetic Information Nondiscrimination Act of 2008 (GINA)*.

Home Health Care Agency is a home health care provider which is licensed according to state and local laws to provide skilled nursing and other services on a visiting basis in the Plan Participant's home, and recognized as home health providers under Medicare and/or accredited by a recognized accrediting agency such as the Joint Commission on the Accreditation of Healthcare Organizations.

Home Infusion Therapy Provider is a Provider licensed according to state and local laws as a Pharmacy, and must be either certified as a home health care provider by Medicare, or accredited as a home pharmacy by the Joint Commission on Accreditation of Health Care Organizations.

Hospital means a facility which provides Diagnosis, treatment and care of persons who need acute inpatient hospital care under the supervision of Physicians. It must be licensed as a general acute care hospital according to state and local laws. It must also be registered as a general hospital by the American Hospital Association and meet accreditation standards of the Joint Commission on Accreditation of Health Care Organizations. For limited purpose of Inpatient care, the definition of Hospital also includes: (1) psychiatric health facilities (only for the acute phase of a Mental or Nervous Disorder or Substance Use Disorder), and (2) residential treatment centers.

Illness means a bodily disorder, Disease, physical Illness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or Complications of Pregnancy.

Incurred means that a Covered Expense is Incurred on the date the service is rendered or the supply is obtained. With respect to a course of treatment or procedure which includes several steps or phases of treatment, Covered Expenses are Incurred for the various steps or phases as the services related to each step are rendered and not when services relating to the initial step or phase are rendered. More specifically, Covered Expenses for the entire procedure or course of treatment are not Incurred upon commencement of the first stage of the procedure or course of treatment.

Independent Freestanding Emergency Department means a health care Facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable state law, and which provides any Emergency Services. Independent Freestanding Emergency Departments do not include Urgent Care Centers or Clinics.

Infertility is defined as a disease or condition that results in impaired function of the reproductive system whereby an individual is unable to procreate or carry a pregnancy to live birth.

Injury means an Accidental Injury to the body caused by unexpected external means.

Inpatient means a Plan Participant who receives medical care at a Hospital and is admitted as a registered overnight bed patient.

Institution means a facility created and/or maintained for the purpose of practicing medicine and providing organized health care and treatment to individuals, operating within the scope of its license, such as a Hospital, Ambulatory Surgical Center, psychiatric Hospital, community mental health center, residential treatment facility, psychiatric treatment facility, Substance Use Disorders treatment center, alternative birthing center, or any other such facility that the Plan approves.

Legal Guardian means a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor Child.

Lumpectomy means the surgical removal of a small tumor, which may be benign or cancerous.

Mastectomy means the surgical removal of all or part of a breast.

Maximum Allowable Charge is the greatest benefit payable for a specific coverage item or benefit under the Plan, the amount of which may be the lesser of: (a) the Maximum Allowable Charge (plan payment directive) ; (b) the Permitted Payment Level amount or allowable charge otherwise specified under the terms of the Plan; (c) the negotiated rate for medical care provided by directly contracted Hospital or Physician established in a contractual arrangement with a directly contracted Hospital or Physician; (d) the actual billed charges for the medical care covered by the Plan; or (e) the Maximum Allowable Charge (plan payment directive) determined in accordance with the terms of the Plan. The Maximum Allowable Charge will not include any identifiable improper balance and may be determined by the Claims Delegate or the Plan Administrator, as appropriate, according to the results of any Billing Review and Medical Record Review. The Plan will reimburse according to the actual charge billed if it is less than the Maximum Allowable Charge (plan payment directive). The Plan Administrator has the discretionary authority to decide if the service is Medically Necessary and the Claims Delegate has the discretionary authority to decide if a charge exceeds the Maximum Allowable Charge (plan payment directive).

Medical Child Support Order means any judgment, decree or order (including approval of a domestic relations settlement agreement) issued by a court of competent jurisdiction that meets one of the following requirements:

1. Provides for child support with respect to a Plan Participant's Child or directs the Plan Participant to provide coverage under a health benefits plan pursuant to a State domestic relations law (including a community property law).
2. Is made pursuant to a law relating to medical child support described in §1908 of the Social Security Act (as added by Omnibus Budget Reconciliation Act of 1993 §13822) with respect to a group health plan.

Medically Necessary or Medical Necessity refers to medical care ordered by a Physician exercising prudent clinical judgment provided to a Plan Participant for the purposes of evaluation, Diagnosis or treatment of that Plan Participant's Illness or Injury. For such medical care to be considered Medically Necessary, it must be clinically appropriate in terms of type, frequency, extent, site and duration for the Diagnosis or treatment of the Plan Participant's Illness or Injury. The Medically Necessary setting and level of service is that setting and level of service which, considering the Plan Participant's medical symptoms and conditions, cannot be provided in a less intensive medical setting. For such medical care to be considered Medically Necessary it must be no more costly than alternative interventions and are at least as likely to produce equivalent therapeutic or diagnostic results as to the

Diagnosis or treatment of the Plan Participant's Illness or Injury without adversely affecting the Plan Participant's medical condition. In order for a service to be considered Medically Necessary: (a) it must not be maintenance therapy or maintenance treatment; (b) its purpose must be to restore health; (c) it must not be primarily custodial in nature.

For Hospital stays, Medically Necessary means that acute care as an Inpatient is necessary due to the kind of medical care the Plan Participant is receiving or the severity of the Plan Participant's condition and that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The mere fact that medical care is recommended, ordered, prescribed, approved or furnished by a Physician or Dentist does not mean that it is "Medically Necessary." In addition, the fact that certain services are excluded from coverage under this Plan because they are not "Medically Necessary" does not mean that any other services are deemed to be "Medically Necessary."

To be Medically Necessary, all of these criteria must be met. The determination of whether medical care, supply, or treatment is or is not Medically Necessary may include findings of the American Medical Association and the Plan Administrator's own medical advisors or medical advisors to the Claims Administrator. The Plan Administrator has the ultimate discretionary authority to determine whether care or treatment is or was Medically Necessary.

The Plan reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or an Allowable Expense.

Off-label drug use is considered Medically Necessary when all of the following conditions are met:

1. The drug is approved by the Food and Drug Administration (FDA).
2. The prescribed drug use is supported by one of the following standard reference sources:
 - a. Micromedex® DRUGDEX®.
 - b. The American Hospital Formulary Service Drug Information.
 - c. Medicare approved compendia.
 - d. Scientific evidence is supported in well-designed Approved Clinical Trials published in peer-reviewed medical journals, which demonstrate that the drug is safe and effective for the specific condition.
3. The drug is otherwise Medically Necessary to treat the specific condition, including life threatening conditions or chronic and seriously debilitating conditions.

Medical Record Review means the review and audit of medical records to determine if a different treatment or different quantity of a drug or supply was provided which is not supported in the billing or that treatment, drugs or other medical care or supplies, or fees therefore, were provided that were not clinically appropriate, were not necessary or were only necessary for the care and treatment of Illness or Injury that was caused by the treating Hospital or Physician.

The Plan Administrator and/or Claims Delegate has the discretion to determine the Maximum Allowable Charge according to the results of the Medical Record Review or audit.

Medical Review Specialist means any organization(s) or individual(s) engaged by the Claims Delegate or the Plan Administrator to undertake or assist with Medical Record Review. The Claims Delegate or the Plan Administrator, upon request, will furnish the name, address, and phone number of the Medical Review Specialist(s) that handled the Medical Record Review in connection with a claim.

Medicare is the Health Insurance for The Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

Mental or Nervous Disorder means any Disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

National Medical Support Notice (NMSN) means a notice that contains all of the following information:

1. The name of an issuing State child support enforcement agency.
2. The name and mailing address (if any) of the Employee who is a Plan Participant under the Plan or eligible for enrollment.
3. The name and mailing address of each of the Alternate Recipients (i.e., the Child or Children of the Plan Participant) or the name and address of a State or local official may be substituted for the mailing address of the Alternate Recipients(s).
4. Identity of an underlying child support order.

Outpatient means a Plan Participant who receives medical care at a Hospital but is not admitted as a registered overnight bed patient; this must be for a period of less than 24 hours.

Permitted Payment Level(s) means charges for medical care, which is Medically Necessary for the care and treatment of Illness or Injury, but only to the extent that the fees charged therefore are within all applicable limitations and restrictions established in this Plan including, but not limited to, the following:

1. Hospitals. For charges by Hospitals other than independent facilities and Ambulatory Surgical Centers:
 - a. Inpatient Services. The Permitted Payment Level for medical care covered by the Plan shall be based upon the Recognized Charge (plan payment directive), however, that any such Permitted Payment Level based on the Cost of the medical care covered by the Plan shall be limited to an amount not to exceed the Recognized Charge (plan payment directive) for the medical care covered by the Plan.
 - b. Outpatient Services. The Permitted Payment Level for medical care covered by the Plan shall be based upon the Recognized Charge (plan payment directive), however, that any such Permitted Payment Level based on the Cost of the medical care covered by the Plan shall be limited to an amount not to exceed the Recognized Charge (plan payment directive) for the medical care covered by the Plan.
2. Ambulatory Surgery Centers & Independent Facilities. For charges by Ambulatory Surgery Centers and Independent Facilities:
 - a. The Permitted Payment Level for medical care covered by the Plan provided by ambulatory health care centers and other independent facilities, billed as Ambulatory Surgery Centers, shall be based upon the Recognized Charge (plan payment directive) for the medical care covered by the Plan, however, that any such permitted Payment Level based on the Cost of the medical care covered by the Plan shall be limited to an amount not to exceed the Recognized Charge (plan payment directive) for the medical care covered by the Plan.
3. Other Medical & Surgical Services. The Permitted Payment Level for any general medical and/or surgical medical care covered by the Plan not addressed above under the two immediately preceding subsections may be established or calculated taking into consideration and/or based upon: (i) allowable reimbursement amounts for such medical care covered by the Plan according to the OPPS Reimbursement or other Medicare fee payment methodology not to exceed the Recognized Charge (plan payment directive) as determined by FAIROS the Claims Delegate, to determine a Reasonable amount of medical care covered by the Plan.
4. Facilities Lacking Requisite Benchmarks & Specified Services. In the event that for technical reasons Permitted Payment Levels for medical care covered by the Plan cannot be determined in accordance with the guidelines set forth above in the three immediately preceding subsections, and for other medical care covered by the Plan specified below, the Permitted Payment Levels may be determined as follows:
 - a. Pharmaceuticals. The Permitted Payment Level for Pharmacy charges from any Hospital or independent facility may be calculated based on pharmaceutical Costs, as follows:

- i. Pharmaceuticals, other than high dollar drugs, not to exceed the Recognized Charge (plan payment directive) or such pharmaceuticals; or
 - ii. Recognized Charge (plan payment directive) for high dollar drugs or 20% of billed charges when Medicare does not provide a reimbursement rate; but not to exceed the Recognized Charge (plan payment directive) for such pharmaceuticals.
 - b. Supplies, Implants & Devices. The Permitted Payment Level for charges for medical and surgical supplies, implants and devices shall be included in the Medicare reimbursement rate for the service(s) provided; but not to exceed the Recognized Charge (plan payment directive) for such medical and surgical supplies, implants and devices.
5. Physician Medical and Surgical Care, Laboratory, X-ray and Therapy. The Permitted Payment Level for physician medical and surgical care, Outpatient laboratory, x-ray and other diagnostic or therapeutic radiology services.
- a. Physician medical, surgical care, and x-ray shall be determined based upon the Recognized Charge (plan payment directive)
 - b. Laboratory shall be determined based upon the Recognized Charge (plan payment directive) amount for the services aforementioned.
 - c. All therapy services shall be determined based upon the Recognized Charge (plan payment directive) amount for the services aforementioned.
6. Infusion Therapy. The Permitted Payment Level for infusion therapy visits (which shall include facility services, supplies and medications provided during treatment) shall be determined by review of the Medicare Allowable Amount for the billing Hospital or Physician in light of clinical considerations pertinent to the patient being treated. All infusion therapy shall be determined based upon 100% of the Medicare Allowable amount for the services aforementioned.
7. Medical Care Provided Under Direct Contract. The Permitted Payment Levels for medical care provided by directly contracted Hospital or Physician will be the rates or fees established under the applicable contract; provided, however, that the amounts of such rates and fees shall be presumed to be Recognized Charge (plan payment directive) only to the extent that they do not include otherwise Improper Balances, which charges shall be outside of the Permitted Payment Levels.

In the event that the Permitted Payment Level exceeds the actual charge billed for the treatment, service or supply in question, the Plan will reimburse based on the actual billed charge.

The Permitted Payment Level for medical care will not include charges related to Unbundling, Errors, Unclear Description or Misidentification.

Pharmacy means a licensed establishment where covered Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where he or she practices.

Physician means a person permitted to perform services provided by this Plan who is legally entitled to perform certain medical services according to applicable and current licensure, certification or registration (“License” or “Licensed” or “Licensure”) in the state or jurisdiction where the services are rendered. The person must be acting within the scope of his or her Licensure and must hold one of the following Licenses, degrees and/or titles: Medical Doctor or Surgeon (M.D.); Doctor of Osteopathy (D.O.); Doctor of Optometry (O.D.); Doctor of Podiatric Medicine (D.P.M.); Doctor of Dental Surgery (D.D.S.); Doctor of Dental Medicine (D.M.D.); or Doctor of Chiropractic (D.C.).

Physicians’ Fee means the current Physicians’ Fee Reimbursement is based upon FAIROS Directive, Curaechoice, the Recognized Charges, and Medicare’s guidelines and methodology.

Plan means Personify Health, Inc. Group Health Plan which is a benefits plan for covered Employees, and Dependents of Personify Health, Inc.

Plan Administrator or Plan Sponsor means Personify Health, Inc.

Plan Participant means an Employee, a Dependent, a COBRA Qualified Beneficiary, a COBRA Qualified Beneficiary's Dependent or other person meeting the eligibility requirements for coverage as specified in the Plan, and who is properly enrolled in the Plan.

Precertification means a decision by the Plan that a health care service, treatment plan, Prescription Drug or Durable Medical Equipment is Medically Necessary. Sometimes called prior authorization, prior approval or Precertification. The Plan may require Precertification for certain services before the Plan Participant receive them, except in an emergency.

Pregnancy is childbirth and conditions associated with Pregnancy, including complications.

Prescription Drug means any of the following: a Food and Drug Administration-approved drug or medicine which, under Federal law, is required to bear the legend: "Caution: Federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription of a licensed Physician. Such drug must be Medically Necessary in the treatment of an Illness or Injury.

Provider means a Physician, a licensed speech or occupational therapist, licensed professional physical therapist, physiotherapist, audiologist, speech language pathologist, licensed professional counselor, certified nurse practitioner, certified psychiatric/mental health clinical nurse, or other practitioner or facility defined or listed herein, or approved by the Plan Administrator.

Recognized Charge (Plan Payment Directive) means eligible, covered expenses identified by FAIROS or the Plan Administrator to be a Recognized Charge (plan payment directive) for the service or supply in question, taking into consideration the fee(s) which the Hospital or Physician most frequently charges and/or accepts as payment for the service or supply from the majority of its patients, the cost to the Hospital or Physician for providing the medical care, the prevailing range of fees charged and/or accepted for the service or supply by Hospital or Physician of similar training and experience in the same geographic locale or area, and the Medicare reimbursement rates for the service or supply. The term(s) "same geographic locale" and/or "area" mean a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of persons or organizations rendering such treatment, medical care, or supplies for which a specific charge is made or for which a reimbursement is accepted. To be Recognized Charge (plan payment directive), fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Medical care covered by the Plan, supplies, care and/or treatment and charge(s) therefor are not considered to be Recognized Charge (plan payment directive)s and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result directly or indirectly from errors in medical care that are clearly identifiable, preventable, and negative in their consequences for patients and/or Hospital-acquired conditions deemed "reasonably preventable" in accordance with evidence-based guidelines such as, but not limited to, CMS guidelines. By way of clarification, and without limitation, charges are not considered Recognized Charge (plan payment directive)s if they are care, supplies, treatment, and/or medical care required or intended to treat injuries sustained or Illnesses contracted while the Plan Participant was under and due to the care of a Hospital or Physician, including infections and complications, when such Injury, Illness, infection or complication would not reasonably be expected to occur under the circumstances of a course of treatment and can be attributed to an error by the Hospital or Physician, in the opinion of the Claims Administrator or FAIROS, in light of the medical records of the treatment. A finding of Hospital or Physician negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not a Recognized Charge (plan payment directive).

Skilled Nursing Facility is a facility that fully meets all of these tests:

1. It is licensed to provide professional nursing services on an Inpatient basis to persons convalescing from Injury or Illness. The service must be rendered by a Registered Nurse (R.N.) or by a Licensed Practical Nurse (L.P.N.) under the direction of a Registered Nurse. Services to help restore Plan Participants to self-care in essential daily living activities must be provided.

2. Its services are provided for compensation and under the full-time supervision of a Physician.
3. It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time Registered Nurse.
4. It maintains a complete medical record on each Plan Participant.
5. It has an effective Utilization Review plan.
6. It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mentally disabled, custodial or educational care or care of Mental or Nervous Disorders.
7. It is approved and licensed by Medicare.

This term also applies to charges Incurred in a facility referring to itself as an extended care facility, convalescent nursing home, rehabilitation hospital, long-term acute care facility or any other similar nomenclature.

Substance Use Disorder means any use of alcohol, any drug (whether obtained legally or illegally), any narcotic, or any hallucinogenic or other illegal substance, which produces a pattern of pathological use, causing impairment in social or occupational functioning, or which produces physiological dependency evidenced by physical tolerance or withdrawal. It is the excessive use of a substance, especially alcohol or a drug. The DSM-IV definition is applied as follows:

1. A maladaptive pattern of substance use leading to clinically significant impairment or distress, as manifested by one (or more) of the following, occurring within a 12-month period:
 - a. Recurrent substance use resulting in a failure to fulfill major role obligations at work, school or home (e.g., repeated absences or poor work performance related to substance use; substance-related absences, suspensions or expulsions from school; neglect of Children or household);
 - b. Recurrent substance use in situations in which it is physically hazardous (e.g., driving an automobile or operating a machine when impaired by substance use);
 - c. Recurrent substance-related legal problems (e.g., arrests for substance-related disorderly conduct); or
 - d. Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (e.g., arguments with spouse about consequences of intoxication, physical fights).
2. The symptoms have never met the criteria for Substance Dependence for this class of substance.

Total Disability (Totally Disabled) means, in the case of a Dependent, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the covered Employee for support and maintenance and unmarried. To prove Total Disability, the covered Employee must prove that he or she has claimed the Dependent on his or her tax returns.

Waiting Period means the time between the first day of employment as an eligible Employee and the first day of coverage under the Plan.

All other defined terms in this Plan Document shall have the meanings specified in the Plan Document where they appear.

ARTICLE XII MEDICAL PLAN EXCLUSIONS

Note: All Exclusions related to Prescription Drugs are shown in the Prescription Drug Benefits section.

The following are not covered under this Plan:

- 1. Administrative Costs.** Charges for failure to keep scheduled appointments, completion of a claim form, obtaining medical records, late payments, telephone charges, information required to process a claim, sales tax or finance charges.
- 2. Alcohol.** Services, supplies, care or treatment to a Plan Participant for an Injury or Illness which occurred as a result of that Plan Participant's illegal use of alcohol. The responding officer's determination of inebriation will be sufficient for this exclusion, but is not required. The Plan may rely on any information contained in the medical records, traffic collision report, toxicology report, or other documentary evidence. Expenses will be covered for injured Plan Participants other than the person illegally using alcohol and expenses will be covered for Substance Use Disorder treatment as specified in this Plan. This Exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition or as prohibited by the No Surprises Act.
- 3. Birthing Classes.** Charges associated with birthing classes.
- 4. Breast Reduction.** Charges for surgical procedures for breast reduction, unless performed to provide symmetry after a Mastectomy has been performed or unless Medically Necessary.
- 5. Chelation.** Charges for chelation (metal ion) therapy except as approved by the Food and Drug Administration.
- 6. Complications of Non-Covered Treatments.** Care, services or treatment required as a result of complications from a treatment not covered under the Plan are not covered, unless prohibited by the No Surprises Act.
- 7. Cosmetic Surgery.** Charges that are Incurred in connection with the care and/or treatment of surgical procedures which are performed for plastic, reconstructive or cosmetic purposes or any other service or supply which are primarily used to improve, alter or enhance appearance, whether or not for psychological or emotional reasons, except to the extent where it is needed for: (a) repair or alleviation of damage resulting from an Accident; (b) because of infection or Illness; (c) because of congenital Disease, developmental condition or anomaly of a covered Dependent Child which has resulted in a functional defect. A treatment will be considered cosmetic for either of the following reasons; (a) its primary purpose is to beautify or (b) there is no documentation of a clinically significant impairment, meaning decrease in function or change in physiology due to Injury, Illness or congenital abnormality. The term Cosmetic Services includes those services which are described in IRS Code Section 213(d)(9).
- 8. Counseling.** Charges for marital or family counseling without a supporting mental health diagnosis.
- 9. Custodial Care.** Charges for Custodial Care, maintenance care, domiciliary care or rest cures.
- 10. Dental Care.** Charges for normal dental care benefits, including any dental, gum treatments, or oral surgery, except as outlined under Covered Expenses.
- 11. Dietary Formulas.** Charges associated with dietary formulas or supplements, unless required by applicable law.
- 12. Doula Services.** Charges associated with doula services.
- 13. Excess Charges.** The part of an expense for care and treatment of an Injury or Illness that is in excess of the Recognized Charge.

- 14. Experimental and/or Investigational or not Medically Necessary.** Care and treatment that is either Experimental and/or Investigational or not Medically Necessary. This Exclusion will not apply to routine patient costs to the extent that the cost is for a Plan Participant who is a participant in an approved clinical trial with respect to the treatment of cancer or another life-threatening disease or condition. The Plan will not deny, limit or impose additional conditions on routine patient costs for items and services furnished in connection with participation in the clinical trial.
- 15. Eye Care.** Radial keratotomy or other eye surgery to correct refractive disorders. Also, routine eye examinations, including refractions, lenses for the eyes and exams for their fitting and eye exercises. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages or as may be covered under the well adult or well child sections of this Plan.
- 16. Foot Care.** Treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions (except open cutting operations), and treatment of corns, calluses or toenails (unless needed in treatment of a metabolic or peripheral-vascular disease).
- 17. Foot Orthotics.** Charges in connection with over the counter or prefabricated foot orthotics or arch supports.
- 18. Foreign Travel.** Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services, unless approved by the Plan Administrator in advance.
- 19. Genetic Counseling.** Charges associated with genetic counseling unless required by applicable law.
- 20. Government Coverage.** Care, treatment or supplies furnished by a program or agency funded by any government. This Exclusion does not apply to Medicaid or when otherwise prohibited by applicable law.
- 21. Hair Loss.** Care and treatment for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.
- 22. Home Births.** Charges associated with home births.
- 23. Hospital Employees.** Professional services billed by a Physician or Nurse who is an Employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.
- 24. Hypnosis.** Charges for hypnosis or hypnotherapy.
- 25. Illegal Acts.** Charges for services received as a result of Injury or Illness occurring directly or indirectly, as a result of the Plan Participant's commission of or attempt to commit a serious illegal act, or a riot or public disturbance. For purposes of this exclusion, the term "Serious Illegal Act" means any act or series of acts that, if prosecuted as a criminal offense, a sentence to a term of imprisonment in excess of one year could be imposed. It is not necessary that criminal charges be filed, or, if filed, that a conviction result, or that a sentence of imprisonment for a term in excess of one year be imposed for this exclusion to apply. Proof beyond a reasonable doubt is not required. This Exclusion does not apply if the Injury or Illness resulted from an act of domestic violence or a medical (including both physical and mental health) condition, or it is subject to the No Surprises Act.
- 26. Illegal Drugs or Medications.** Charges for an Illness or Injury resulting from the Plan Participant voluntarily taking or being under the influence of any controlled substance, drug, hallucinogen, or narcotic not administered on the advice of a Physician. Expenses will be covered for Plan Participants other than the person using the controlled substance. Expenses will be covered for Substance Use Disorders treatment as specified in this Plan. This Exclusion does not apply (a) if the Injury resulted from being the victim of an act of domestic violence, or (b) resulted from a medical condition (including both physical and mental health conditions), or if care is subject to the No Surprises Act.

27. **Immediate Family Member.** Professional services performed by a person who ordinarily resides in the Plan Participant's home or is related to the Plan Participant as a spouse, domestic partner, parent, Child, brother or sister, whether the relationship is by blood or exists in law.
28. **Infertility** resulting from the following:
 - (i) reversal of male and female voluntary sterilization;
 - (ii) infertility services when the infertility is caused by or related to voluntary sterilization;
 - (iii) donor charges and services; and
 - (iv) any experimental, investigational or unproven infertility procedures or therapies.
29. **Late Claims.** Claims not submitted within the Plan's filing limit deadlines.
30. **Long Term Care.** Charges related to long term care or convalescent care.
31. **No Charge.** Care and treatment for which there would not have been a charge if no coverage had been in force.
32. **Non-Compliance.** All charges in connection with treatments or medications where the Plan Participant either is in non-compliance with medical orders issued while an Inpatient at, or is discharged against medical advice from a Hospital or Skilled Nursing Facility unless subject to the No Surprises Act.
33. **Non-Emergency Hospital Admissions.** Care and treatment billed by a Hospital for non-medical emergency admissions on a Friday or a Saturday. This does not apply if surgery is performed within 24 hours of admission.
34. **No Obligation to Pay.** Charges Incurred for which the Plan has no legal obligation to pay.
35. **No Physician Recommendation.** Care, treatment, services or supplies not recommended and approved by a Physician; or treatment, services or supplies when the Plan Participant is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or Illness.
36. **Not Specified as Covered.** Non-traditional medical services, treatments and supplies which are not specified as covered under this Plan.
37. **Obesity.** Screening and counseling for obesity will be covered to the extent required under Standard Preventive Care. Other care and treatment of obesity, weight loss or dietary control whether or not it is, in any case, a part of the treatment plan for another Illness is excluded. Medically Necessary treatment for morbid obesity, including some weight loss drugs, are covered with Plan approval.
38. **Occupational.** Care and treatment of an Injury or Illness that is occupational -- that is, arises from work for wage or profit including self-employment. This Exclusion may apply even if the expenses for the Illness or Injury are not paid by Worker's Compensation or similar employer's liability insurance.
39. **Orthopedic Shoes.** Charges for orthopedic shoes, unless they are an integral part of a leg brace.
40. **Orthoptic or Vision Therapy.** Charges associated with orthoptic or vision therapy.
41. **Over-the-Counter Drugs.** Charges for over-the-counter drugs or medicines, regardless of whether purchased on the advice of a Physician, unless required by applicable law.
42. **Personal Comfort Items.** Personal comfort items or other equipment, such as, but not limited to, air conditioners, air-purification units, over-the-counter humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, non-prescription drugs and medicines, and first-aid supplies and nonhospital adjustable beds.

43. **Plan Design Excludes.** Charges excluded by the Plan design as mentioned in this document.
44. **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.
45. **Services rendered at Northwestern Medicine in Chicago.** Charges for services rendered to a Plan Participant enrolled in the HealthChoice Plus Plan (HDHP). This Exclusion does not apply to Plan Participants who present their virtual ID card with QR code at the time of service and are enrolled in the HealthChoice Plan (PPO plan).
46. **Sexual Dysfunctions and Inadequacies.** Care, treatment, services, supplies or medication in connection with treatment for sexual dysfunctions and inadequacies, unless related to an organic disease.
47. **Speech Devices.** Devices and computers to help in communication and speech except for dedicated speech generating devices and tracheo-esophageal voice devices for which benefits are provided under Durable Medical Equipment (DME).
48. **Speech Therapy.** Charges for speech therapy when it is rendered for something other than the correction of a physical impairment caused by Illness, Injury or congenital deformity or as a result of autism.
49. **Sterilization Reversal.** Care and treatment for reversal of sterilization procedures.
50. **Surrogacy and Surrogate Mother.** Charges associated with surrogacy, a method of reproduction whereby a woman agrees to become pregnant and deliver a child for a contracted party.
51. **Therapy or Treatment.** Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
52. **Travel or Accommodations.** Charges for travel or accommodations, whether or not recommended by a Physician, except as specifically stated as a benefit under this Plan.
53. **War.** Any loss that is due to a declared or undeclared act of war.

ARTICLE XIII PRESCRIPTION DRUG BENEFITS

The purpose of the Personify Health, Inc. Prescription Drug Program is to provide eligible Employees and their Dependents with certain Prescription Drugs approved by the Food and Drug Administration (FDA) and dispensed at a retail or mail in Pharmacy.

The Plan has partnered with Express Scripts and RxBenefits, a Pharmacy Benefits Manager, to offer Plan Participants covered Prescription Drugs. For a list of covered Prescription Drugs as well as participating pharmacies that have contracted with the Plan to charge Plan Participants reduced fees for covered Prescription Drugs, please contact the Plan Administrator. More information about the Plan's Prescription Drug Program can be found in the Prescription Drug Benefit Schedule.

RxBenefits is always available to assist Plan Participants and can be contacted at 800-334-8134.

Participating Pharmacy. Participating pharmacies have contracted with the Plan to charge Plan Participants reduced fees for covered Prescription Drugs.

Prescription Drug Copayments. A Prescription Drug Copayment is applied to each covered Pharmacy drug, specialty medication or mail order drug charge.

Specialty Drugs. Certain injectables and other covered under the prescription drug card program require a letter of Medical Necessity and prior authorization review from the Pharmacy Benefit Manager. Most injectables and specialty drugs are brand name drugs. Most injectables and specialty drugs are filled only for a single month's supply.

Mail Order Pharmacy. The mail order Pharmacy benefit is available for maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.).

Any one mail order prescription is limited up to a 90-day supply.

Note: Some quantity limitations and/or prior authorization may apply.

UTILIZATION MANAGEMENT REQUIREMENTS

Prescription Drug Utilization Management Requirements. Certain drugs and medications may be subject to utilization management requirements before coverage is provided under the Prescription Drug program for eligible members. Requirements include, but are not limited to the following:

1. Step therapy requirements;
2. Quantity limitations;
3. Prior authorization (PA) requirements;
4. Specialty drug PA and preferred drug requirements;
5. New-to-market drug exclusions and limitations;
6. Changes to Exclusions and limitations for existing drugs that are covered under the Plan; and/or
7. Changes to formulary content and preferred or non-preferred status as may apply.

SPECIALTY DRUGS

Medications known as specialty drugs are covered under the Prescription Drug Plan. These drugs are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis, growth hormone deficiency, rare genetic conditions, various cancers, and other conditions. Often, they have unique handling and storage requirements and may require significant education to use properly. **Specialty medications must be obtained through Accredo**, and can be shipped to the Plan Participant's home, or in some cases, directly to the Physician's office.

To help ensure the safe and effective use of these complex therapies, all specialty medications are subject to prior authorization.

For questions, call RxBenefits at 800-334-8134.

To log-in to the member portal, go to rxbenefits.com/solutions/.

COVERED PRESCRIPTION DRUGS

1. Drugs prescribed by a Physician that require a prescription either by federal or state law. This includes oral contraceptives unless otherwise specifically excluded, but excludes any drugs stated as not covered under this Plan.
2. All compounded prescriptions containing at least one prescription ingredient in a therapeutic quantity.
3. Insulin and other diabetic supplies when prescribed by a Physician.

LIMITS TO THIS BENEFIT

Plan Participant Incurs a covered Prescription Drug charge. The covered drug charge for any one prescription will be limited to:

1. Refills only up to the number of times specified by a Physician.
2. Refills up to one year from the date of order by a Physician.

EXPENSES NOT COVERED

This benefit will not cover a charge for any of the following:

1. **Administration.** Any charge for the administration of a covered Prescription Drug.
2. **Consumed on Premises.** Any drug or medicine that is consumed or administered at the place where it is dispensed.
3. **Devices.** Devices of any type, even though such devices may require a prescription. These include (but are not limited to) therapeutic devices, artificial appliances, braces, support garments, or any similar device.
4. **Drugs Used for Cosmetic Purposes.** Charges for drugs used for cosmetic purposes, such as anabolic steroids, Retin A or medications for hair growth or removal.
5. **Experimental.** Experimental drugs and medicines, even though a charge is made to the Plan Participant.
6. **FDA.** Any drug not approved by the Food and Drug Administration.
7. **Growth Hormones.** Charges for drugs to enhance physical growth or athletic performance or appearance.
8. **Impotence.** A charge for impotence medication.
9. **Inpatient Medication.** A drug or medicine that is to be taken by the Plan Participant, in whole or in part, while Hospital confined. This includes being confined in any Institution that has a facility for the dispensing of drugs and medicines on its premises.
10. **Investigational.** A drug or medicine labeled: "Caution - limited by federal law to investigational use".

- 11. Medical Exclusions.** A charge excluded under the medical plan.
- 12. No charge.** A charge for Prescription Drugs which may be properly received without charge under local, state or federal programs.
- 13. No Prescription.** A drug or medicine that can legally be bought without a written prescription. This does not apply to injectable insulin or to over the counter drugs that are prescribed by a Physician as required under preventive care.
- 14. Off-label Drugs.** A charge for FDA-approved drugs that are prescribed for non-FDA-approved uses.
- 15. Refills.** Any refill that is requested more than one year after the prescription was written or any refill that is more than the number of refills ordered by the Physician.
- 16. Supplements.** A charge for dietary supplements or vitamin supplements, except for prenatal vitamins requiring a prescription or prescription vitamin supplements containing fluoride.

ARTICLE XIV DENTAL BENEFITS

This benefit applies when covered dental charges are incurred by a person while covered under this Plan.

DEDUCTIBLE

Deductible Amount. This is an amount of dental charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year, a Plan Participant must meet the Deductible shown in the Dental Benefits Schedule. The Deductible does not apply to Class A (preventive services) or Class D (orthodontia services).

BENEFIT PAYMENT

Each Calendar Year benefits will be paid to a Plan Participant for the dental charges in excess of the Deductible amount if applicable. Payment will be made at the rate shown in the Dental Benefits Schedule. No benefits will be paid in excess of the Maximum Benefit Amount.

MAXIMUM BENEFIT AMOUNT

The maximum dental benefit amount is shown in the Dental Benefits Schedule.

DENTAL CHARGES

Dental charges are the Allowable Charges made by a Dentist or other Physician for necessary care, appliances or other dental material listed as a covered dental service below.

A dental charge is Incurred on the date the service or supply for which it is made is performed or furnished. However, there are times when one overall charge is made for all or part of a course of treatment. In this case, the Claims Administrator will apportion that overall charge to each of the separate visits or treatments. The pro rata charge will be considered to be Incurred as each visit or treatment is completed.

COVERED DENTAL SERVICES

Class A - Preventive Dental Procedures. The limits on Class A services are for routine services.

1. **Bitewing Films.** Charges for bitewing films, limited to two (2) sets in a Calendar Year.
2. **Emergency Palliative Treatment for Pain.**
3. **Fluoride Treatment.** Fluoride treatment for covered Dependent Children under age 19 (limited to one (1) in any twelve (12) consecutive month period).
4. **Routine oral exams.** This includes the cleaning (prophylaxis) and scaling of teeth. Limited to two (2) per Plan Participant per Calendar Year.
5. **Sealants.** Sealants on any permanent posterior tooth for Dependent Children.
6. **Space Maintainers.** Charges for space maintainers (limited to Dependent Children).
7. **X-rays.** Charges for one (1) full mouth x-ray in any period of 36 consecutive months and all other dental x-rays.

Class B - Basic Dental Procedures.

1. **Adding Teeth.** Adding to an existing removable partial denture; or adding teeth to existing bridgework to replace newly extracted natural teeth.
2. **Antibiotic Drugs.**
3. **Endodontics (Root Canals).**
4. **Extractions.** This service includes local anesthesia and routine post-operative care.
5. **Fillings.** Charges for fillings, other than gold.
6. **General Anesthetics.** Charges for general anesthetics, upon demonstration of Medical Necessity.
7. **Implants.**
8. **Oral Surgery.** Oral surgery is limited to removal of teeth, preparation of the mouth for dentures and removal of tooth-generated cysts of less than ¼ inch.
9. **Periodontics (Gum Treatments).**
10. **Recementing.** Recementing bridges, crowns or inlays.
11. **Repairs to Crown and Bridges.** Repairs (Covered Expense based upon extent and nature of damage and type of materials involved).
12. **Stainless Steel Crown.**

Class C - Major Dental Procedures

1. **Clasp or Rest.** Addition of clasp or rest to existing partial removable dentures.
2. **Crown Installation.** Charges for the installation of crowns.
3. **Dentures.** Installing partial, full or removable dentures to replace one or more natural teeth. This service also includes all adjustments made during six (6) months following the installation.
4. **Fixed Bridgework.** Initial installation of fixed bridgework to replace one or more natural teeth.
5. **Gold Restorations.** Gold restorations, including inlays, onlays and foil fillings. The cost of gold restorations in excess of the cost for amalgam, synthetic porcelain or plastic materials will be included only when the teeth must be restored with gold.
6. **Precision Attachments.** Installing precision attachments for removable dentures.
7. **Replacement.** Replacing an existing removable partial or full denture or fixed bridgework. However, this item will apply only if:
 - a. The existing denture or bridgework was installed at least five (5) years prior to its replacement and cannot currently be made serviceable.
 - b. The existing denture is of an immediate temporary nature. Further, replacement by permanent dentures is required and must take place within twelve (12) months from the date the temporary denture was installed.

Class D - Orthodontic Treatment and Appliances.

This is treatment to move teeth by means of appliances to correct a handicapping malocclusion of the mouth.

These services are available for covered Dependent Children under age 19 and include preliminary study, including x-rays, diagnostic casts and treatment plan, active treatments and retention appliance.

Payments for comprehensive full-banded orthodontic treatments are made in installments.

PREDETERMINATION OF BENEFITS

Before starting a dental treatment for which the charge is expected to be \$500 or more, a predetermination of benefits form must be submitted.

A regular dental claim form is used for the predetermination of benefits. The covered Employee fills out the Employee section of the form and then gives the form to the Dentist.

The Dentist must itemize all recommended services and costs and attach all supporting x-rays to the form. The Dentist should send the form to the dental claims administrator at the following address:

**Cigna DENTAL CLAIMS
PO BOX 188061
Chattanooga, TN 37422-8061**

The dental claims administrator will notify the Dentist of the benefits payable under the Plan. The Plan Participant and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

If a description of the procedures to be performed, x-rays and an estimate of the Dentist's fees are not submitted in advance, the Plan reserves the right to make a determination of benefits payable taking into account alternative procedures, services or courses of treatment, based on accepted standards of dental practice. If verification of necessity of dental services cannot reasonably be made, the benefits may be for a lesser amount than would otherwise have been payable.

ALTERNATE TREATMENT

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the patient and the Dentist decide to use a gold filling, the Plan will base its reimbursement on the Allowable Charge for an amalgam filling. The patient will pay the difference in cost.

EXTENSION OF BENEFITS

No payment will be made under the Plan for dental services or supplies furnished on or after the date of termination of coverage, except under the following specified circumstances:

1. In the case of appliances or modification of appliances not related to orthodontic treatment; if the master impression was taken by a Dentist while coverage was in effect under this Plan, benefits will be payable if the appliance was delivered or installed within sixty (60) days after the termination of coverage.

2. In the case of a crown, bridge or inlay or onlay restoration; if the tooth or teeth were prepared while coverage was in effect under this Plan, benefits will be payable if such crown, bridge or cast restoration was installed within sixty (60) days after the termination of coverage.
3. In the case of root canal therapy; if the pulp chamber was opened while coverage was in effect under this Plan, benefits will be payable if such root canal therapy is completed within sixty (60) days after the termination of coverage.
4. In the case of orthodontic treatment commencing while coverage was in effect under this Plan; benefits will be payable through the end of the month in which coverage terminated, based on a prorating of the applicable quarterly installment.

The above benefits are subject to all other conditions, limitations, and Exclusions contained in this Plan.

EXCLUSIONS

A charge for the following is not covered:

1. **Administrative Costs.** Administrative costs of completing claim forms or reports or for providing dental records.
2. **Altering Vertical Dimension.** Appliances, restorations, or procedures for the purpose of altering vertical dimension, restoring or maintaining occlusion, splinting, replacing tooth structure lost as a result of abrasion or attrition or treatment of disturbances of the temporomandibular joint.
3. **Broken Appointments.** Charges for broken or missed dental appointments.
4. **Crowns.** Crowns for teeth that are restorable by other means or for the purpose of periodontal splinting.
5. **Excess Charge.** The part of an expense for care and treatment of an Injury or Illness that is in excess of the Usual and Reasonable Charge.
6. **Excluded Under Medical.** Services that are excluded under the medical plan.
7. **Government.** Care, treatment or supplies furnished by a program or agency funded by any government. This Exclusion does not apply to Medicaid or when otherwise prohibited by applicable law.
8. **Hygiene.** Oral hygiene, plaque control programs or dietary instructions.
9. **Medical Services.** Services that, to any extent, are payable under any medical expense benefits of the Plan.
10. **No Charge.** Care and treatment for which there would not have been a charge if no coverage had been in force.
11. **No Listing.** Services which are not included in the list of covered dental services.
12. **No Obligation to Pay.** Charges incurred for which the Plan has no legal obligation to pay.
13. **Not Medically or Dentally Necessary.** Care and treatment that is not Medically or Dentally Necessary.
14. **Orthognathic surgery.** Surgery to correct malpositions in the bones of the jaw. These services are covered under the Medical Plan.
15. **Personalization.** Personalization of dentures.

- 16. Plan design.** Charges excluded or limited by the Plan design as stated in this document.
- 17. Replacement.** Replacement of lost or stolen appliances.
- 18. Splinting.** Crowns, fillings or appliances that are used to connect (splint) teeth, or change or alter the way the teeth meet, including altering the vertical dimension, restoring the bite (occlusion) or are cosmetic.
- 19. TMJ.** All diagnostic and treatment services related to the treatment of jaw joint problems including temporomandibular joint (TMJ) syndrome. These services are covered under the Medical Plan.

ARTICLE XV CLAIMS PROCEDURES

When services are received from a health care Provider, a Plan Participant should show his or her **identification card** to the Provider.

If it is necessary for a Plan Participant to submit a claim, he or she should request an itemized bill which includes procedure (CPT) and diagnostic (ICD) codes from his or her health care Provider.

To assist the Claims Administrator in processing the claim, the following information must be provided when submitting the claim for processing:

- A copy of the itemized bill;
- Group name and number;
- Provider Billing Identification Number;
- Employee's name and Identification Number;
- Name of Plan Participant;
- Name, address, telephone number of the Provider of care;
- Date of service(s);
- Place of service; and
- Amount billed.

Note: A Plan Participant can obtain a claim form from the Claims Administrator. Claim forms are also available at:

login.personifyhealth.com

WHERE TO SUBMIT CLAIMS

Claims for expenses should be submitted to the address on the back of the Plan identification card.

WHEN CLAIMS SHOULD BE FILED

Claims should be received by the Claims Administrator within 365 days from the date charges for the services were incurred. Benefits are based on the Plan's provisions in effect at the time the charges were incurred. Claims received later than that date will be denied.

The Plan Participant must provide sufficient documentation (as determined by the Claims Administrator) to support a claim for benefits. The Plan reserves the right to have a Plan Participant seek a second opinion. The Plan also encourages Plan Participants to obtain second opinions as outlined in the Covered Expenses section set forth above.

The Plan Administrator will only process Clean Claims as defined by this Plan Document.

Filing a Clean Claim. A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, attachments and additional elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this Plan and at other times prior to claim submittal) to ensure charges constitute Covered Expenses as defined by and in accordance with the terms of this Plan. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

TYPES OF CLAIMS

A **claim** means a request for a Plan benefit, made by a Claimant (Plan Participant or by an Authorized Representative of a Plan Participant that complies with the Plan's procedures for filing benefit claims).

A Claimant may appoint an Authorized Representative to act upon his or her behalf with respect to the claim. Only those individuals who satisfy the Plan's requirements to be an Authorized Representative will be considered an Authorized Representative. A healthcare Provider is not an Authorized Representative simply by virtue of an assignment of benefits; however, a healthcare Provider can represent the Claimant in claims involving Urgent Care. Contact the Claims Administrator for information on the Plan's procedures for Authorized Representatives. There are four types of claims:

A **pre-service claim** is a reduction in benefits for certain Covered Services because the Plan Participant did not obtain the required Plan approval before receiving the care or treatment. This Plan does require Precertification for certain Covered Services or treatments as a condition to receiving benefits under the Plan. The review program is known as Precertification. See the Medical Benefits Schedule and Medical Management Services sections in this Plan for more information.

An **urgent care claim** is any pre-Service claim where the application of the time periods for review and determination of the pre-service claim could seriously jeopardize the life or health of the Plan Participant or the Plan Participant's ability to regain maximum function, or – in the opinion of the Plan Participant's treating Physician, would subject the Plan Participant to severe pain that cannot be managed without the proposed care or treatment.

A **concurrent care determination** is a reduction or termination of a previously approved course of treatment that is to be provided over a period of time or for a previously approved number of treatments. *If case management is appropriate for a Plan Participant, case management is not considered a concurrent care determination. Please refer to the Medical Management Services section of this Plan.*

A **post-service claim** is a claim for medical care, treatment, or services that a Claimant has already received.

INITIAL BENEFIT DETERMINATION

All questions regarding claims should be directed to the Claims Administrator. All claims will be considered for payment according to the Plan's terms and conditions, limitations and Exclusions, and industry standard guidelines in effect at the time charges were Incurred. The Plan may, when appropriate or when required by law, consult with relevant health care professionals and access professional industry resources in making decisions about claims involving specialized medical knowledge or judgment.

A claim will not be deemed submitted until it is received by the Claims Administrator.

The initial benefit determination will be made as follows:

Pre-Service Claims for Urgent Care. If the pre-service claim is determined by the Claims Administrator to be a claim involving urgent care, notice of the Plan's decision will be provided to the Plan Participant as soon as possible but no later than 72 hours after receipt of the pre-service claim by the Claims Administrator.

The exception is if the Plan Participant does not provide sufficient information to decide the pre-service claim. In that case, notice requesting specific additional information will be provided to the Plan Participant within 24 hours of receipt of the pre-service claim.

The Plan's decision regarding the pre-service claim will be made as soon as possible but no later than 48 hours after the earlier of:

- The Plan's receipt of the requested information or
- The expiration of the time period set by the Plan for the requested information (at least 48 hours).

Pre-Service Claims for non-Urgent Care. If the pre-service claim is not an urgent care claim, written notice of the Plan's decision will generally be provided to the Plan Participant within a reasonable period of time, but no later than 15 days after receipt of the pre-service claim by the Claims Administrator.

If matters beyond the control of the Claims Administrator so require, one 15-day extension of time for processing the pre-service claim beyond the initial 15 days may be taken. Written notice of the extension will be furnished to the Plan Participant before the end of the initial 15-day period. If an extension is required because the Plan Participant did not provide the information necessary to make a determination on the claim, the notice of extension will specifically describe the required information.

The time-period for processing the pre-service claim will be deferred beginning on the date this extension notice is sent to the Plan Participant and ending on the earlier of:

- The date the Plan receives a response to the request for additional information, or
- The date set by the Plan for a response (which will be at least 45 days).

Concurrent Care Determination. The initial benefit determination on a concurrent care determination will be made within 15 days of the Claim Administrator's notice of a concurrent care claim. If additional information is necessary to process the concurrent care claim, the Claims Administrator will make a written request to the Claimant for the additional information within this initial period. The Claimant or the healthcare Provider must submit the requested information within 45 days of receipt of the request from the Claims Administrator. Failure to submit the requested information within the 45-day period may result in a denial of the claim or a reduction in benefits.

If additional information is requested, the Plan's time period for making a determination on a concurrent care claim is suspended until the earlier of:

- The date the Plan receives the Claimant's or healthcare Provider's response for additional information, or
- The date set by the Plan for the Claimant or healthcare Provider to respond (which will be at least 45 days).

A benefit determination on the concurrent care claim will be made within 15 days of the Plan's receipt of the additional information.

Post-Service Claim. The initial benefit determination on a post-service claim will be made within 30 days of the Claim Administrator's receipt of the claim. If additional information is necessary to process the claim, the Claims Administrator will make a written request to the Claimant for the additional information within this initial period. The Claimant must submit the requested information within 45 days of receipt of the request from the Claims Administrator. Failure to submit the requested information within the 45-day period may result in a denial of the claim or a reduction in benefits.

If additional information is requested, the Plan's time period for making a determination on a post-service claim is suspended until the earlier of:

- The date the Plan receives the Claimant's additional information; or
- The date set by the Plan for the Claimant to respond (which will be at least 45 days).

A benefit determination on the claim will be made within 15 days of the Plan's receipt of the additional information.

NOTICE OF DETERMINATION

1. The Plan shall provide written or electronic notice of the determination on a claim in a manner meant to be understood by the Claimant. If a claim is denied in whole or in part, notice will include the following:
2. Specific reason(s) for the denial.
3. Reference to the specific Plan provisions on which the denial was based.
4. Description of any additional information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary.
5. Description of the Plan's claims review procedures and the time limits applicable to such procedures. This will include a statement of the Claimant's right to bring a civil action under ERISA section 502(a) following a notice of the determination on final review.

6. Statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

If applicable:

1. Any internal rule, guideline, protocol, or other similar criterion that was relied upon in making the determination on the claim (or a statement that such a rule, guideline, protocol, or criterion was relied upon in making the notice of the determination and that a copy will be provided free of charge to the Claimant upon request).
2. If the notice of the determination is based on the Medical Necessity or Experimental and/or Investigational Exclusion or similar such Exclusion, an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to the claim, or a statement that such explanation will be provided free of charge, upon request.
3. Identification of medical or vocational experts, whose advice was obtained on behalf of the Plan in connection with a claim.

If the Claimant has questions about the denial, the Claimant may contact the Claims Administrator at the address or telephone number printed on the notice of determination.

An Adverse Benefit Determination also includes a rescission of coverage, which is a retroactive cancellation or discontinuance of coverage due to fraud or intentional misrepresentation. A rescission of coverage does not include a cancellation or discontinuance of coverage that takes effect prospectively, or is a retroactive cancellation or discontinuance because of the Plan Participant's failure to timely pay required premiums.

CLAIMS REVIEW PROCEDURE - GENERAL

A Claimant may appeal an Adverse Benefit Determination as follows:

- The Plan offers a one-level internal review process for pre-service claims for urgent care; or
- The Plan offers a two-level internal review procedure for a pre-service claim (non-urgent care), concurrent care claim, and post service claim.

The Plan Administrator will provide for a review that does not give deference to the previous benefit determination and that is conducted by either an appropriate plan fiduciary or the Claims Administrator on the Plan's behalf who was not involved in any of the prior determinations. In addition, the Plan Administrator may:

- Take into account all comments, documents, records and other information submitted by the Claimant related to the claim, without regard as to whether this information was submitted or considered in a prior level of review.
- Provide to the Claimant, free of charge, any new or additional information or rationale considered, relied upon or created by the Plan in connection with the claim. This information or new rationale will be provided sufficiently in advance of the response deadline for the final notice of the determination so that the Claimant has a reasonable amount of time to respond.
- Consult with an independent health care professional who has the appropriate training and experience in the applicable field of medicine related to the Claimant's benefit determination if that determination was based in whole or in part on medical judgment, including determinations on whether a treatment, drug, or other item is Experimental and/or Investigational, or not Medically Necessary. A health care professional is "independent" to the extent the health care professional was not consulted on a prior level of review or is a subordinate of a health care professional who was consulted on a prior level of review. The Plan may consult with vocational or other experts regarding the initial benefit determination.

Appeals related to repricing of the claims will be the responsibility of the Claim Delegate.

Note: Providers who have submitted claims to the Plan that are subject to the NSA, cannot avail themselves to the internal and external claims procedure set forth herein. All disputes regarding all payments for claims subject to NSA must be resolved through open negotiating or through a Certified Independent Dispute Resolution (IDR) Entity as outlined in the NSA.

INTERNAL APPEAL PROCEDURE

First Level of Internal Review. To appeal a denial of a claim, the Claimant must submit in writing, a request for a review of the claim. The Claimant should include in the appeal letter: his or her name, ID number, group health plan name, and a statement of why the Claimant disagrees with the denial. The Claimant may include any additional supporting information, even if not initially submitted with the claim.

The written request for review must be submitted within 180 days of the Claimant's receipt of an Adverse Benefit Determination.

The written request for review should be addressed to:

**Claims Administrator
Personify Health Solutions, LLC
Attn: Appeals
18861 S. 90th Ave. #A
Mokena, IL 60448**

An appeal will not be deemed submitted until it is received by the Claims Administrator. Failure to appeal the initial denial within the prescribed time period will render that determination final. The Claimant cannot proceed to the next level of internal or external review if the Claimant fails to submit a timely appeal.

The first level of review will be performed by the Claims Administrator on the Plan's behalf. The Claims Administrator will review the information initially received and any additional information provided by the Claimant, and determine if the initial benefit determination was appropriate based upon the terms and conditions of the Plan and other relevant information. The Claims Administrator will send a written or electronic notice of determination to the Claimant within:

- 72 hours of the receipt of the appeal for an urgent care claim;
- 15 days of the receipt of the appeal for a pre-service claim or a concurrent care claim; or
- 30 days of the receipt of the appeal for a post service claim.

Second Level of Internal Review

If the Claimant does not agree with the Claims Administrator's determination from the first level of internal review, the Claimant may submit a second level appeal in writing. The Claimant may request a second level appeal on pre-service claims (non-urgent care) and post-service only along with any additional supporting information.

The written request for review of the first level of internal review must be submitted within 60 days of the Claimant's receipt of the first level of internal review.

The written request for review should be addressed to:

**Claims Administrator
Personify Health Solutions, LLC
Attn: Appeals
18861 S. 90th Ave. #A
Mokena, IL 60448**

An appeal will not be deemed submitted until it is received by the Plan Administrator or the Claims Administrator on the Plan Administrator's behalf. Failure to appeal the determination from the first level of review within the prescribed time period will render that determination final. The Claimant cannot proceed to an external review or file suit if the Claimant fails to submit a timely appeal.

The second level of internal review will be done by the Plan Administrator, or its designee. The Plan Administrator will review the information initially received and any additional information provided by the Claimant, and make a determination on the appeal based upon the terms and conditions of the Plan and other relevant information. The Plan Administrator will send a written or electronic Final Internal Adverse Benefit Determination for the second level of review to the Claimant within:

- 15 days of the Plan's receipt of Claimant's second level appeal on a pre-service claim (non-urgent care);
- 15 days of the Plan's receipt of Claimant's second level appeal on a concurrent care determination; or
- 30 days of the Plan's receipt of Claimant's second level appeal on a post-service claim.

If the Claimant is not satisfied with the outcome of the final determination on the second level of internal review, the Claimant may be eligible for an external review. The Claimant must exhaust both levels of the internal review procedure before requesting an external review. In certain circumstances, the Claimant may also request an expedited external review.

EXTERNAL REVIEW PROCEDURE

This Plan has an external review procedure that provides for a review conducted by a qualified Independent Review Organization (IRO) that shall be assigned on a random basis.

A Claimant may, by written request made to the Plan within 4 months from the date of receipt of the notice of the final internal Adverse Benefit Determination or the 1st of the fifth month following receipt of such notice, whichever occurs later, request a review by an IRO of a final Adverse Benefit Determination of a claim, except where such request is limited by applicable law.

A request for external review may be granted only for Adverse Benefit Determinations that involve a:

- Determination that a treatment or services is not Medically Necessary;
- Determination that a treatment is Experimental and/or Investigational;
- Rescission of coverage, whether or not the rescission involved a claim; or
- Determination on whether the Plan is complying with the No Surprises Act, as applicable.

For an Adverse Benefit Determination to be eligible for external review, the Claimant must complete the required forms to process an external review. The Claimant may contact the Claims Administrator for additional information.

The Claimant will be notified in writing within 6 business days as to whether Claimant's request is eligible for external review and if additional information is necessary to process Claimant's request. If Claimant's request is determined ineligible for external review, notice will include the reasons for ineligibility and contact information for the appropriate oversight agency. If additional information is required to process Claimant's request, Claimant may submit the additional information within the four-month filing period, or 48 hours, whichever occurs later.

Claimant should receive written notice from the assigned IRO of Claimant's right to submit additional information to the IRO and the time periods and procedures to submit this additional information. The IRO will make a final determination and provide written notice to the Claimant and the Plan no later than 45 days from the date the IRO receives Claimant's request for external review. The notice from the IRO should contain a discussion of its reason(s) and rationale for the decision, including any applicable evidence-based standards used, and references to evidence or documentation considered in reaching its decision.

The decision of the IRO is binding upon the Plan and the Claimant, except to the extent other remedies may be available under applicable law.

Before filing a lawsuit, the Claimant must exhaust all available levels of review as described in this section, unless an exception under applicable law applies. A legal action to obtain benefits must be commenced within one year of the date of the notice of determination on the final level of internal or external review, whichever is applicable.

Generally, a Claimant must exhaust the Plan's Claims Procedures in order to be eligible for the external review process. However, in some cases the Plan provides for an expedited external review if:

1. The Claimant receives an Adverse Benefit Determination that involves a medical condition for which the time for completion of the Plan's internal claims and appeal procedures would seriously jeopardize the Claimant's life or health or ability to regain maximum function and the Claimant has filed a request for an expedited internal review; or
2. The Claimant receives a final Adverse Benefit Determination that involves a medical condition where the time for completion of a standard external review process would seriously jeopardize the Claimant's life or health or the Claimant's ability to regain maximum function, or if the final Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency Services, but has not been discharged from a facility.

Immediately upon receipt of a request for expedited external review, the Plan must determine and notify the Claimant whether the request satisfies the requirements for expedited review, including the eligibility requirements for external review listed above. If the request qualifies for expedited review, it will be assigned to an IRO. The IRO must make its determination and provide a notice of the decision as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the original notice of its decision is not in writing, the IRO must provide written confirmation of the decision within 48 hours to both the Claimant and the Plan.

APPOINTMENT OF AUTHORIZED REPRESENTATIVE

A Plan Participant may designate another individual to be an Authorized Representative and act on his or her behalf and communicate with the Plan with respect to a specific benefit claim or appeal of a denial. This authorization must be in writing, signed and dated by the Plan Participant, and include all the information required in the Authorized Representative form. The appropriate form can be obtained from the Plan Administrator or the Claims Administrator. The Plan does not recognize the appointment of an Authorized Representative by any other instrument.

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

Recognition as an Authorized Representative is completely separate from a Provider accepting an assignment of benefits, requiring a release of information, or requesting completion of a similar form. An assignment of benefits by a Plan Participant shall not be recognized as a designation of the Provider as an Authorized Representative.

CONDITIONS AND LIMITATIONS OF AN ASSIGNMENT OF BENEFITS

The validity of an assignment of benefits by a Plan Participant to a Provider is limited by the terms of this Plan Document. An assignment of benefits is considered valid on the condition that the Provider accepts the payment received from the Plan as consideration, in full, for Covered Expenses. This amount does not include any cost sharing amounts (i.e. Copayments or Coinsurance), or charges for non-Covered Expenses; the Provider may bill the Plan Participant directly for these amounts.

A Provider with a valid assignment of benefits does **not** have the right to exhaust, on behalf of the Plan Participant, the administrative remedies available under this Plan. This right is reserved exclusively for the Plan Participant or

his or her Authorized Representative. An assignment of benefits by a Plan Participant to a Provider will not constitute the appointment of an Authorized Representative. The Plan Participant does not, under any circumstances, have the right to assign to any Provider (or their representative) through an assignment of benefits any right to initiate any cause of action against the Plan that the Plan Participant them self may be afforded under applicable law and the terms of the Plan. This includes, but is not limited to, any right to bring suit as such is afforded to Plan Participants under ERISA section 502(a). The assignment of any right to initiate suit against the Plan to a Provider is strictly prohibited.

An assignment of benefits does not grant the Provider any rights other than those specifically set forth herein.

The Plan Administrator may disregard an assignment of benefits at its discretion and continue to treat the Plan Participant as the sole recipient of the benefits available under the terms of the Plan.

By submitting a claim to the Plan and accepting payment by the Plan, the Provider is expressly agreeing to the foregoing conditions and limitations of an assignment of benefits in addition to the terms of the Plan Document. The Provider further agrees that the payments received constitute an “accord and satisfaction” and consideration in full for the Covered Expenses rendered. The Provider agrees that the conditions and limitations of an assignment of benefits as set forth herein shall supersede any previous terms and/or agreements. The Provider agrees to the specific condition that the Plan Participant may not be balance billed for any amount beyond applicable cost sharing amounts (i.e. Copayments or Coinsurance), or charges for non-Covered Expenses; the Provider may bill the Plan Participant directly for these amounts.

If a Provider refuses to accept an assignment of benefits under the conditions and limitations as set forth herein, any benefits payable under the terms of the Plan Document will be payable directly to the Plan Participant and the Plan will be deemed to have fulfilled its obligations with respect to such Covered Expenses.

ARTICLE XVI COORDINATION OF BENEFITS

DEFINED TERMS

Allowable Expense(s) means the Maximum Allowable Charge for any Medically Necessary, eligible item of expense, at least a portion of which is covered under this Plan. When some other plan pays first in accordance with the Application to Benefit Determinations provision in this section, this Plan's Allowable Expenses shall in no event exceed the other plan's Allowable Expenses.

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

Other plan includes, but is not limited to:

1. Any primary payer besides the Plan.
2. Any other group health plan.
3. Any other coverage or policy covering the Plan Participant.
4. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage.
5. Any policy of insurance from any insurance company or guarantor of a responsible party.
6. Any policy of insurance from any insurance company or guarantor of a third party.
7. Workers' compensation or other liability insurance company.
8. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

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

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

Benefits Subject to This Provision. The following shall apply to the entirety of the Plan and all benefits described therein.

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

The Plan's benefits will be excess to, whenever possible, any of the following:

1. Any primary payer besides the Plan.
2. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage.

3. Any policy of insurance from any insurance company or guarantor of a third party.
4. Workers' compensation or other liability insurance company.
5. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

Vehicle Limitation. When medical payments are available under any vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan and/or policy deductibles. This Plan shall always be considered secondary to such plans and/or policies. This applies to all forms of medical payments under vehicle plans and/or policies regardless of its name, title or classification.

EFFECT ON BENEFITS

Application to Benefit Determinations. The plan that pays first according to the rules in the provision entitled "Order of Benefit Determination" will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total Allowable Expenses. When there is a conflict in the rules, this Plan will never pay more than 50% of Allowable Expenses when paying secondary. Benefits will be coordinated on the basis of a claim determination period.

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

In certain instances, the benefits of the other plan will be ignored for the purposes of determining the benefits under this Plan. This is the case when all of the following occur:

1. The other plan would, according to its rules, determine its benefits after the benefits of this Plan have been determined.
2. The rules in the provision entitled "Order of Benefit Determination" would require this Plan to determine its benefits before the other plan.

Order of Benefit Determination. For the purposes of the provision entitled "Application to Benefit Determinations," the rules establishing the order of benefit determination are:

1. A plan without a coordinating provision will always be the primary plan.
2. The benefits of a plan which covers the person on whose expenses claim is based, other than as a Dependent, shall be determined before the benefits of a plan which covers such person as a Dependent.
3. If the person for whom claim is made is a Dependent Child covered under both parents' plans, the plan covering the parent whose birthday (month and day of birth, not year) falls earlier in the year will be primary, except:
4. When the parents were never married, are separated, or are divorced, the benefits of a plan which covers the Child as a Dependent of the parent with custody will be determined before the benefits of a plan which covers the Child as a Dependent of the parent without custody.
5. When the parents are divorced and the parent with custody of the Child has remarried, the benefits of a plan which covers the Child as a Dependent of the parent with custody shall be determined before the benefits of a plan which covers that Child as a Dependent of the stepparent, and the benefits of a plan which covers that Child as a Dependent of the stepparent will be determined before the benefits of a plan which covers that Child as a Dependent of the parent without custody.

6. Notwithstanding the above, if there is a court decree which would otherwise establish financial responsibility for the Child's health care expenses, the benefits of the plan which covers the Child as a Dependent of the parent with such financial responsibility shall be determined before the benefits of any other plan which covers the Child as a Dependent Child.
7. When the rules above do not establish an order of benefit determination, the benefits of a plan which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of a plan which has covered such person the shorter period of time.
8. To the extent required by Federal and State regulations, this Plan will pay before any Medicare, Tricare, Medicaid, State child health benefits or other applicable State health benefits program.

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

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

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

Exception to Medicaid. In accordance with ERISA, the Plan shall not take into consideration the fact that an individual is eligible for or is provided medical assistance through Medicaid when enrolling an individual in the Plan or making a determination about the payments for benefits received by a Plan Participant under the Plan.

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

Applicable to All Other Plan Participants Eligible for Medicare Benefits. To the extent required by Federal regulations, this Plan will pay before any Medicare benefits. There are some circumstances under which Medicare would be required to pay its benefits first. In these cases, benefits under this Plan would be calculated as secondary payer. If the Provider accepts assignment with Medicare, Covered Expenses will not exceed the Medicare approved expenses.

Applicable to Medicare Services Furnished to End Stage Renal Disease ("ESRD") Plan Participants Who Are Covered Under This Plan. If any Plan Participant is eligible for Medicare benefits because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 30 months of Medicare entitlement, unless applicable Federal law provides to the contrary, in which event the benefits of the Plan will be determined in accordance with such law.

ARTICLE XVII THIRD PARTY RECOVERY, SUBROGATION AND REIMBURSEMENT

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

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

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

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

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

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

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

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

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

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

Right of Reimbursement. The Plan shall be entitled to recover 100% of the benefits paid or payable benefits Incurred, that have been paid and/or will be paid by the Plan, or were otherwise Incurred by the Plan Participant(s) prior to and until the release from liability of the liable entity, as applicable, without deduction for attorneys' fees and costs or application of the common fund doctrine, made whole doctrine, or any other similar legal or equitable theory, and without regard to whether the Plan Participant(s) is fully compensated by his or her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses and extends until the date upon which the liable party is released from liability. If the Plan Participant's/Plan Participants' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved. Any funds received by the Plan Participant are deemed held in constructive trust and should not be dissipated or disbursed until such time as the Plan Participant's obligation to reimburse the Plan has been satisfied in accordance with these provisions. The Plan Participant is also obligated to hold any and all funds so received in trust on the Plan's behalf and function as a trustee as it applies to those funds until the Plan's rights described herein are honored and the Plan is reimbursed.

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

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

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

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

Plan Participant is a Trustee Over Plan Assets. Any Plan Participant who receives benefits and is therefore subject to the terms of this section is hereby deemed a recipient and holder of Plan assets and is therefore deemed a trustee of the Plan solely as it relates to possession of any funds which may be owed to the Plan as a result of any settlement,

judgment or recovery through any other means arising from any Injury or Accident. By virtue of this status, the Plan Participant understands that he or she is required to:

1. Notify the Plan or its Authorized Representative of any settlement prior to finalization of the settlement, execution of a release, or receipt of applicable funds.
2. Instruct his or her attorney to ensure that the Plan and/or its Authorized Representative is included as a payee on all settlement drafts.
3. In circumstances where the Plan Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Plan Participant obtains a settlement, judgment or other source of Coverage to include the Plan or its Authorized Representative as a payee on the settlement draft.
4. Hold any and all funds so received in trust, on the Plan's behalf, and function as a trustee as it applies to those funds, until the Plan's rights described herein are honored and the Plan is reimbursed.

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

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

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

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

Reimbursement Due to Surrogacy Arrangement. If a Plan Participant enters into a Surrogacy Arrangement, the Plan Participant must reimburse the Plan for Covered Expenses received related to conception, Pregnancy, delivery, or postpartum care in connection with that Surrogacy Arrangement. The reimbursed amount shall not exceed the payments or other compensation the Plan Participant or another person is entitled to receive under the Surrogacy Arrangement.

A "Surrogacy Arrangement" is one in which a Plan Participant agrees to become pregnant and to surrender the baby (or babies) to another person or persons who intend to raise the Child (or Children), whether or not the Plan Participant receives payment for being a surrogate.

A Surrogacy Arrangement does not affect a Plan Participant's obligation to pay any and all patient responsibility amounts for these services. These amounts will be taken into account at the time of reimbursement.

After a Plan Participant surrenders a baby to the legal parents, the Plan is not obligated to pay for any services that the baby receives (the legal parents are financially responsible for any services that the baby receives).

As set forth above, as a condition precedent to the Plan Participant receiving benefits under the Plan, the Plan Participant automatically assigns to the Plan any right to receive payments that are payable to the Plan Participant or any other payee under the Surrogacy Arrangement, regardless of whether those payments are characterized as being for medical expenses. To secure the Plan's rights, the Plan will also have a lien on those payments and on any escrow account, trust, or any other account that holds those payments. Those payments (and amounts in any escrow account, trust, or other account that holds those payments) shall first be applied to satisfy the Plan's lien.

Within 30 days after entering into a Surrogacy Arrangement, the Plan Participant must send written notice of the arrangement to the Plan, including all of the following information:

1. Names, addresses and telephone numbers of all parties to the arrangement;
2. Names, addresses and telephone numbers of any escrow or trustee;
3. Names, addresses, and telephone numbers of the intended parents and any other parties who are financially responsible for the services of baby (or babies) receive, including names, addresses, and telephone numbers for any health insurance that will cover the services that the baby (or babies) receive;
4. A signed copy of any contracts and other documents explaining the details of the Surrogacy Arrangement; and
5. Any other information the Plan requests in order to satisfy its rights.

Information must be sent to:

**Plan Administrator
Personify Health, Inc.
75 Fountain St
Providence, RI 02902
(559) 499-2450**

The Plan Participant must complete and send the Plan all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary for the Plan to determine the existence of any rights the Plan may have under this Surrogacy Arrangement and to satisfy those rights. The Plan Participant may not agree to waive, release, or reduce the Plan's rights without the Plan's prior, written consent.

If a Plan Participant's estate, parent, guardian, or conservator asserts a claim against a third party based on the Surrogacy Arrangement, the estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to the Plan's liens and other rights to the same extent as if the Plan Participant had asserted the claim against the third party. The Plan may assign its rights to enforce its liens and/or other rights.

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

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

1. To cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights.
2. To provide the Plan with pertinent information regarding the Illness, Disease, disability, or Injury, including Accident reports, settlement information and any other requested additional information.

3. To take such action and execute such documents as the Plan may require facilitating enforcement of its subrogation and reimbursement rights.
4. To do nothing to prejudice the Plan's rights of subrogation and reimbursement.
5. To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received.
6. To notify the Plan or its Authorized Representative of any incident related claims or care which may be not identified within the lien (but has been Incurred) and/or reimbursement request submitted by or on behalf of the Plan.
7. To notify the Plan or its Authorized Representative of any settlement prior to finalization of the settlement.
8. To not settle or release, without the prior consent of the Plan, any claim to the extent that the Plan Participant may have against any responsible party or Coverage.
9. To instruct his or her attorney to ensure that the Plan and/or its Authorized Representative is included as a payee on any settlement draft.
10. In circumstances where the Plan Participant is not represented by an attorney, instruct the insurance company or any third party from whom the Plan Participant obtains a settlement to include the Plan or its Authorized Representative as a payee on the settlement draft.
11. To make good faith efforts to prevent disbursement of settlement funds until such time as any dispute between the Plan and Plan Participant over settlement funds is resolved.

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

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

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

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

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

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

Severability. In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

ARTICLE XVIII COBRA CONTINUATION COVERAGE

INTRODUCTION

The right to COBRA Continuation Coverage was created by a Federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”). COBRA Continuation Coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review this section thoroughly. If you have any additional questions, contact the Plan Administrator.

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

WHAT IS COBRA CONTINUATION COVERAGE?

COBRA continuation coverage is a continuation of Plan coverage when coverage otherwise would end because of a life event. This is also known as a “qualifying event.” Specific qualifying events are listed later in this section. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your Dependent Children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are a covered Employee, you will become a qualified beneficiary if you lose your coverage under the Plan due to one of the following qualifying events:

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

If you are the spouse of a covered Employee, you will become a qualified beneficiary if you lose your coverage under the Plan due to one of the following qualifying events:

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

Your Dependent Children will become qualified beneficiaries if they lose coverage under the Plan due to one of the following qualifying events:

- The parent – covered Employee dies;
- The parent – covered Employee’s hours of employment are reduced;
- The parent – covered Employee’s employment ends for any reason other than his or her gross misconduct;
- The parent – covered Employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The Child is no longer eligible for coverage under the Plan as a “Dependent Child.”

Note: Medicare entitlement means that you are eligible for and enrolled in Medicare.

If this Plan provides retiree health coverage, sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the Employer, and that bankruptcy results in the loss of coverage of any retired Employee covered under the Plan, the retired Employee will become a qualified beneficiary. The retired Employee's spouse, surviving spouse, and Dependent Children also will become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

WHEN IS COBRA CONTINUATION COVERAGE AVAILABLE?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment, reduction of hours of employment, death of the covered Employee, commencement of proceeding in bankruptcy with respect to the Employer (for covered retirees only), or the covered Employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Plan Administrator must be notified of the qualifying event.

For all other qualifying events (divorce or legal separation of the Employee and spouse or a Dependent Child's losing eligibility for coverage as a Dependent Child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice in writing to:

**Plan Administrator
Personify Health, Inc.
75 Fountain St
Providence, RI 02902
(800) 849-0580**

Notice must be postmarked (if mailed) or dated (if emailed or hand-delivered) on or before the 60th day following the qualifying event.

HOW IS COBRA CONTINUATION COVERAGE PROVIDED?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their Children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which the 18-month period of COBRA continuation coverage can be extended:

Disability Extension of 18-Month Period of Cobra Continuation Coverage. If you or anyone in your family covered under the Plan is determined by the Social Security Administration (SSA) to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months.

The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Notice of the disability determination must be provided in writing to the Plan Administrator by the date that is 60 days after the latest of:

- The date of the disability determination by the SSA;
- The date on which a qualifying event occurs;
- The date on which the qualified beneficiary loses (or would lose) coverage under the Plan as a result of the qualifying event; or

- The date on which the qualified beneficiary is informed, through the furnishing of the Plan’s Summary Plan Description of both the responsibility to provide the notice and the Plan’s procedures for providing such notice to the Plan Administrator.

In any event, this notice must be furnished before the end of the first 18-months of COBRA continuation coverage.

The notice must include the name of the qualified beneficiary determined to be disabled by the SSA and the date of the determination. A copy of SSA’s Notice of Award Letter must be provided within 30 days after the deadline to provide the notice.

You must provide this notice to:

**Plan Administrator
Personify Health, Inc.
75 Fountain St
Providence, RI 02902
(800) 849-0580**

Second Qualifying Event Extension of 18-Month Period of Cobra Continuation Coverage. If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and Dependent Children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan Administrator is properly notified about the second qualifying event. This extension may be available to the spouse and any Dependent Children receiving COBRA continuation coverage if the covered Employee or former Employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), gets divorced or legally separated, or if the Dependent Child stops being eligible under the Plan. This extension is only available if the second qualifying event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first qualifying event not occurred.

Notice of a second qualifying event must be provided in writing to the Plan Administrator by the date that is 60 days after the latest of:

- The date on which the relevant qualifying event occurs;
- The date on which the qualified beneficiary loses (or would lose) coverage under the Plan as a result of the qualifying event; or
- The date on which the qualifying beneficiary is informed, through the furnishing of the Plan’s Summary Plan Description, of both the responsibility to provide the notice and the Plan’s procedures for providing such notice to the Plan Administrator.

The notice must include the name of the qualified beneficiary experiencing the second qualifying event, a description of the event and the date of the event. If the extension of coverage is due to a divorce or legal separation, a copy of the decree of divorce or legal separation must be provided within 30 days after the deadline to provide the notice.

You must provide this notice to:

**Plan Administrator
Personify Health, Inc.
75 Fountain St
Providence, RI 02902
(800) 849-0580**

DOES COBRA CONTINUATION COVERAGE EVER END EARLIER THAN THE MAXIMUM PERIODS ABOVE?

COBRA continuation coverage also may end before the end of the maximum period on the earliest of the following dates:

- The date your Employer ceases to provide a group health plan to any Employee;
- The date on which coverage ceases by reason of the qualified beneficiary's failure to make timely payment of any required premium;
- The date that the qualified beneficiary first becomes, after the date of election, covered under any other group health plan (as an Employee or otherwise), or entitled to either Medicare Part A or Part B (whichever comes first), except as stated under COBRA's special bankruptcy rules;
- The first day of the month that begins more than 30 days after the date of the SSA's determination that the qualified beneficiary is no longer disabled, but in no event before the end of the maximum coverage period that applied without taking into consideration the disability extension; or
- On the same basis that the Plan can terminate for cause the coverage of a similarly situated non-COBRA Plan Participant.

HOW DO I PAY FOR COBRA CONTINUATION COVERAGE?

Once COBRA continuation coverage is elected, you must pay for the cost of the initial period of coverage within 45 days. Payments are then due on the first day of each month to continue coverage for that month. If a payment is not received and/or post-marked within 30 days of the due date, COBRA continuation coverage will be canceled and will not be reinstated.

ARE THERE OTHER COVERAGE OPTIONS BESIDES COBRA CONTINUATION COVERAGE?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, Children's Health Insurance Program (CHIP), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.HealthCare.gov.

CAN I ENROLL IN MEDICARE INSTEAD OF COBRA CONTINUATION COVERAGE AFTER MY GROUP HEALTH PLAN COVERAGE ENDS?

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

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

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

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

For more information visit <https://www.medicare.gov/medicare-and-you>.

IF YOU HAVE QUESTIONS

Questions concerning your Plan, or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

ADDITIONAL INFORMATION

Additional information about the Plan and COBRA continuation coverage is available from the Plan Administrator or the COBRA Administrator:

Plan Administrator

Personify Health, Inc.
75 Fountain St
Providence, RI 02902
(559) 499-2450

COBRA Administrator:

Personify Health Solutions, LLC
18861 S. 90th Ave. #A
Mokena, IL 60448
(800) 849-0580

CURRENT ADDRESSES

To protect your family's rights, let the Plan Administrator (who is identified above) know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

ARTICLE XIX RESPONSIBILITIES FOR PLAN ADMINISTRATION

The Plan is administered by the Plan Administrator in accordance with the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). An individual or entity may be appointed by the Plan Sponsor to be Plan Administrator and serve at the convenience of the Plan Sponsor. If the Plan Administrator resigns, dies, is otherwise unable to perform, is dissolved, or is removed from the position, the Plan Sponsor shall appoint a new Plan Administrator as soon as reasonably possible. The Plan Administrator may delegate to one or more individuals or entities part or all of its discretionary authority under the Plan, provided that any such delegation must be made in writing.

The Plan Administrator shall establish the policies, practices and procedures of this Plan. The Plan Administrator shall administer this Plan in accordance with its terms. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits (including the determination of what services, supplies, care and treatments are Experimental and/or Investigational), to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator as to the facts related to any claim for benefits and the meaning and intent of any provision of the Plan, or its application to any claim, shall receive the maximum deference provided by law and will be final and binding on all interested parties. Benefits under this Plan will be paid only if the Plan Administrator, in its discretion, that the Plan Participant is entitled to them.

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

DUTIES OF THE PLAN ADMINISTRATOR

The duties of the Plan Administrator include the following:

1. To administer the Plan in accordance with its terms;
2. To determine all questions of eligibility, status and coverage under the Plan;
3. To interpret the Plan, including the authority to construe possible ambiguities, inconsistencies, omissions and disputed terms;
4. To make factual findings;
5. To decide disputes which may arise relative to a Plan Participant's rights;
6. To prescribe procedures for filing a claim for benefits, to review claim denials and appeals relating to them and to uphold or reverse such denials;
7. To keep and maintain the Plan Documents and all other records pertaining to the Plan;
8. To appoint and supervise a Claims Administrator to pay claims;
9. To perform all necessary reporting as required by ERISA;
10. To establish and communicate procedures to determine whether a Medical Child Support Order or National Medical Support Notice is a QMCSO;

11. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate; and
12. To perform each and every function necessary for or related to the Plan's administration.

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

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

Fiduciary Duties. A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the Employees and their Dependent(s), and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

1. With care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;
2. By diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
3. In accordance with the Plan Documents to the extent that they agree with ERISA.

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

1. The named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment or the procedures; or
2. The named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

Claims Administrator is not a fiduciary. A Claims Administrator is not a fiduciary under the Plan by virtue of paying claims in accordance with the Plan's rules as established by the Plan Administrator.

POWERS AND DUTIES OF CLAIMS DELEGATE (FAIROS)

The Claims Delegate shall have the following powers and duties, specifically with respect to and in connection with Claims review, evaluation, and repricing appeals:

1. When applicable, regarding Delegated Claims Decisions (as defined below), to administer the Plan in accordance with its terms;
2. The Claims Delegate shall re-price submitted claims and shall be responsible for the performance of Claim Reviews on all such claims. FAIROS will be the primary source of Claim Review services. In addition, the parties acknowledge and agree that, at FAIROS expense FAIROS may engage or cause to be engaged such additional or alternate Billing Review Specialists, Medical Record Review solutions, Medical Review Specialists or other expert or professional advisors to undertake or supplement any Claim Review(s), as FAIROS reasonably deems necessary or appropriate in light of the facts and circumstances related to the Claim(s) at issue. FAIROS will provide its recommendations to the Claims Administrator for the initial claim benefits determination.

3. FAIROS will, where reasonably possible and appropriate, identify and pursue opportunities for direct contracts with Hospitals and Physicians as agreed to by the parties for an additional fee.
4. FAIROS will handle claim level II appeals as it relates to repricing in accordance with the Plan Document, including the retention of additional resources to review claim level II appeals and advise the Plan Administrator and Claims Administrator as to decisions regarding the same. FAIROS will make claims level II appeal decisions as it deems appropriate, based on any information obtained through Claim Reviews and in light of the relevant facts and circumstances relating to the claims in question.
5. To exercise certain discretionary authority and decision-making power as to Recognized Charge (plan payment directives) in excess of Permitted Payment Levels or the Maximum Allowable Charge, and whether or not to what degree charges for medical care provided to Plan Participants constitute medical care covered under the Plan or are Recognized Charge (plan payment directives), in excess of Permitted Payment Levels or the Maximum Allowable Charge;
6. To designate other persons to carry out any duty or power that would otherwise be a responsibility of the Claims Delegate under the terms of the review and appeals provisions and retain such consultants, service providers, legal counsel, or other specialists, as the Claims Delegate may deem appropriate and necessary in connection with the review and appeals provisions and delegated claims decisions;
7. To keep and maintain, or cause to be kept and maintained, such records pertaining to delegated claims decisions as may be required by the Plan or applicable law; and
8. To perform such other duties and functions as are necessary or required in connection with the review and appeals provisions, delegated appeals decisions and claim review.

The duties and powers of the Claims Delegate shall be limited to those referenced above.

Except as may be otherwise specified or plainly required by the context, any reference made in this Plan to the Plan Administrator “and/or” the Claims Delegate, or to the Claims Delegate “and/or” the Plan Administrator, shall be interpreted and deemed to mean: (i) the Claims Delegate, with regard to Hospital and facility claims and delegated appeals decisions; and (ii) the Plan Administrator, with regard to other claims and any matters not directly related to delegated appeals decisions.

ARTICLE XX FUNDING THE PLAN AND PAYMENT OF BENEFITS

The cost of the Plan is funded as follows:

For Employee Coverage: Funding is derived from contributions made to the Personify Health, Inc. Group Health Plan by the covered Employees and Employer contributions.

For Dependent Coverage: Funding is derived from contributions made by the covered Employees.

The level of any Employee contributions will be set by the Employer. These Employee contributions will be used in funding the cost of the Plan as soon as practicable after they have been received from the Employee or withheld from the Employee's pay through payroll deduction.

Benefits are paid directly from the Plan through the Claims Administrator.

PLAN IS NOT AN EMPLOYMENT CONTRACT

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

CLERICAL ERROR

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered.

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

AMENDING AND TERMINATING THE PLAN

If the Plan is terminated, the rights of the Plan Participants are limited to expenses Incurred before termination.

The Plan Sponsor or Plan Administrator reserves the right, at any time, to amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the Trust agreement (if any).

DISTRIBUTION OF ASSETS

Subject to the requirements of ERISA §402, in the event of a termination or partial termination of the Plan or Trust (if applicable), Personify Health, Inc. shall direct the disposition of Plan assets pursuant to applicable law and governing documents, including assets held in a Trust, if any, which may include transfer of such assets to another employee benefit plan or trust maintained by an Employer.

**ARTICLE XXI
HIPAA PRIVACY AND SECURITY**

STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION (THE “PRIVACY STANDARDS”) ISSUED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED (HIPAA)

DISCLOSURE OF SUMMARY HEALTH INFORMATION TO THE PLAN SPONSOR

In accordance with the Privacy Standards, the Plan may disclose Summary Health Information to the Plan Sponsor, if the Plan Sponsor requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under this Plan or (b) modifying, amending or terminating the Plan.

Summary Health Information may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the Plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

DISCLOSURE OF PROTECTED HEALTH INFORMATION (PHI) TO THE PLAN SPONSOR FOR PLAN ADMINISTRATION PURPOSES

Protected Health Information (PHI) means individually identifiable health information, created or received by a health care Provider, health plan, Employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and is transmitted or maintained in any form or medium.

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

1. Not use or further disclose PHI other than as permitted or required by the Plan Documents or as Required by Law (as defined in the Privacy Standards);
2. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
3. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the Privacy Standards;
4. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware;
5. Make available PHI in accordance with Section 164.524 of the Privacy Standards (45 CFR 164.524);
6. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards (45 CFR 164.526);
7. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Standards (45 CFR 164.528);
8. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services (“HHS”), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with Part 164, Subpart E, of the Privacy Standards (45 CFR 164.500 *et seq*);

9. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
10. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in Section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)) is established as follows:
 - a. The following Employees, or classes of Employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:
 - **Privacy Officer; and**
 - **Other individuals authorized by the Privacy Officer.**
 - b. The access to and use of PHI by the individuals described in subsection (a) above shall be restricted to the Plan Administration functions that the Plan Sponsor performs for the Plan.
 - c. In the event any of the individuals described in subsection (a) above do not comply with the provisions of the Plan Documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance occurs. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.

"Plan Administration" activities are limited to activities that would meet the definition of payment or health care operations, but do not include functions to modify, amend or terminate the Plan or solicit bids from prospective issuers. "Plan Administration" functions include quality assurance, claims processing, auditing, monitoring, and management of carve-out plans, such as vision and dental. It does not include any employment-related functions or functions in connection with any other benefit or benefit plans.

The Plan shall disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that (a) the Plan Documents have been amended to incorporate the above provisions and (b) the Plan Sponsor agrees to comply with such provisions.

DISCLOSURE OF CERTAIN ENROLLMENT INFORMATION TO THE PLAN SPONSOR

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

DISCLOSURE OF PHI TO OBTAIN STOP-LOSS OR EXCESS LOSS COVERAGE

The Plan Sponsor hereby authorizes and directs the Plan, through the Plan Administrator or the Claims Administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (MGUs) for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan. Such disclosures shall be made in accordance with the Privacy Standards and any applicable Business Associate Agreement(s).

OTHER DISCLOSURES AND USES OF PHI

With respect to all other uses and disclosures of PHI, the Plan shall comply with the Privacy Standards.

CONTACT INFORMATION

Privacy Officer Contact Information:

Privacy Officer
Personify Health, Inc.
75 Fountain St
Providence, RI 02902
(559) 499-2450

STANDARDS FOR SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION (THE “SECURITY STANDARDS”) ISSUED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED (HIPAA)

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

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

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

ARTICLE XXII CERTAIN PLAN PARTICIPANTS RIGHTS UNDER ERISA

Plan Participants in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifies that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all Plan Documents and copies of all documents governing the Plan, including a copy of the latest annual report (form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan Documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Continue health care coverage for a Plan Participant, spouse, or other Dependents if there is a loss of coverage under the Plan as a result of a Qualifying Event. Employees or Dependents may have to pay for such coverage.
- Review this summary plan description and the documents governing the Plan or the rules governing COBRA Continuation Coverage rights.

If a Plan Participant's claim for a benefit is denied or ignored, in whole or in part, the Plan Participant has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps a Plan Participant can take to enforce the above rights. For instance, if a Plan Participant requests a copy of Plan Documents or the latest annual report from the Plan and does not receive them within 30 days, he or she may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay the Plan Participant up to \$110 a day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If the Plan Participant has a claim for benefits which is denied or ignored, in whole or in part, the Plan Participant may file suit in state or federal court.

In addition, if a Plan Participant disagrees with the Plan's decision or lack thereof concerning the qualified status of a Medical Child Support Order, he or she may file suit in federal court.

In addition to creating rights for Plan Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the Plan. The individuals who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan Participants and their beneficiaries. No one, including the Employer or any other person, may fire a Plan Participant or otherwise discriminate against a Plan Participant in any way to prevent the Plan Participant from obtaining benefits under the Plan or from exercising his or her rights under ERISA.

If it should happen that the Plan fiduciaries misuse the Plan's money, or if a Plan Participant is discriminated against for asserting his or her rights, he or she may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Plan Participant is successful, the court may order the person sued to pay these costs and fees. If the Plan Participant loses, the court may order him or her to pay these costs and fees, for example, if it finds the claim or suit to be frivolous.

If the Plan Participant has any questions about the Plan, he or she should contact the Plan Administrator. If the Plan Participant has any questions about this statement or his or her rights under ERISA, including COBRA or the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, that Plan Participant should contact either the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the EBSA website at www.dol.gov/agencies/ebsa/. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

**ARTICLE XXIII
GENERAL PLAN INFORMATION**

TYPE OF ADMINISTRATION

The Plan is a self-funded group health Plan and the administration is provided through a Claims Administrator. The funding for the benefits is derived from contributions by Personify Health, Inc. and contributions made by the covered Employees. The Plan is not insured.

PLAN NAME: Personify Health Benefits Plan

PLAN NUMBER: 503

TAX ID NUMBER: 20-2547480

PLAN EFFECTIVE DATE: January 1, 2025

PLAN YEAR: January 1st through December 31st

APPLICABLE LAW: Employee Retirement Income Security Act of 1974, as amended (ERISA).

PLAN SPONSOR

Personify Health, Inc.
75 Fountain St
Providence, RI 02902

PLAN ADMINISTRATOR

Personify Health, Inc.
75 Fountain St
Providence, RI 02902
(559) 499-2450

NAMED FIDUCIARY

Personify Health, Inc.
75 Fountain St
Providence, RI 02902

CLAIMS ADMINISTRATOR

Personify Health Solutions LLC
18861 S. 90th Ave. #A
Mokena, IL 60448
(800) 849-0580

I, Thomas J. Georgouses, certify that I am the SVP Legal
Name Title

of Personify Health, Inc. for the above-named Plan which has an initial effective date of March 1, 1996, and further certify that I am authorized to sign this Plan Document/Summary Plan Description. I have read and agree with the terms stated herein and am hereby authorizing the implementation of the Plan as of the effective date stated above.

Signature: 

Print Name: Thomas J. Georgouses

Date: 3/7/2025