



**PJT, INC**

**HEALTH & WELFARE BENEFIT PLAN**

**AND**

**SUMMARY PLAN DESCRIPTION**

**October 1st through September 30**

Note: This plan document and summary plan description together with the applicable class insurance coverage information such as certificates of insurance, insurance booklets, brochures, ERISA plan documents, benefit summaries and/or class insurance contracts constitute the written plan document required by ERISA §402 making up the PJT, Inc. Health & Welfare Benefit Plan. This information is included with this document, was previously provided, or can be obtained from the plan administrator.

Effective Date: October 01, 2016

Revised Date: September 01, 2016

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# **PJT, Inc.**

## **Health & Welfare Benefit Plan Document**

**And**

## **Summary Plan Description**

### **SECTION 1: INTRODUCTION**

The provisions that follow contain a summary of your rights and benefits under PJT, Inc. Health & Welfare Benefit Plan (the "Plan"). The Plan and Summary Plan Description (SPD) summarizes important features of the Plan. Complete details can be found in the underlying component benefit program documents which govern the operation of the Plan, and are available with this document or through the Plan Administrator. In the event of any difference or ambiguity between your rights or benefits described in this Plan or SPD and the underlying component benefit program documents, the underlying component benefit program documents will control. For purposes of this document, component benefit programs are those benefit programs specified under Provider Companies found towards the end of this document and contained in the component plan documents. Component benefit program documents include certificates of insurance, class insurance contracts, ERISA plan documents (if self-funded) and governing benefit plan documents for non-insurance benefit programs.

This document and component plan information serve as both the written plan document required by ERISA section 402 and the SPD as required by section 102 of ERISA. If you have any questions about this document or the component plan information, contact your Plan Administrator listed below.

Each benefit option is summarized in component benefit program documents issued by providers or third party administrators, a summary plan description or another governing document prepared by the Company. When the Plan refers to these documents, it also refers to any attachments to such contracts, as well as documents incorporated by reference into such contract (such as the application, certificate of insurance, ERISA plan documents and any amendments). A copy of each certificate, summary or other governing document is included with this document, was previously provided, or can be obtained from the plan administrator. Information contained in the underlying component benefit program documents defines and governs specific benefits including your rights and obligations for each plan.

## **SECTION 2: PLAN INFORMATION**

The following information concerns the Plan. If you need more information, contact the Plan Administrator.

### **NAME OF PLAN**

PJT, Inc.'s Health & Welfare Benefit Plan

### **EMPLOYER**

PJT, Inc., 13 E River St, Savannah, GA 31401, (912) 547-3227

### **SUBSIDIARIES**

PJT, Inc., P. O. Box 1265 , Savannah, GA 31402, EIN # 58-2162347

Savannah River House , Inc., P. O. Box 1265 , Savannah, Ga 31402, EIN # 20-3410989

J&T Warehouse, P. O. Box 1265 , Savannah, Ga 31402, EIN # 58-1975387

River Street Restaurant Group, LLC, P. O. Box 1265 , Savannah, Ga 31402, EIN # 46-1903793

One Eyed Lizzys, P. O. Box 1265 , Savannah, Ga 31402, EIN # 47-5570180

### **PLAN SPONSOR**

PJT, Inc.

### **PLAN SPONSOR'S EMPLOYER IDENTIFICATION NUMBER**

58-2162347

### **TYPE OF PLAN**

This Plan provides comprehensive medical, dental, vision, life/AD&D, long term disability, short term disability and 125 POP benefits and is considered a "health & welfare benefit plan" under ERISA.

**PLAN YEAR:** October 1st - September 30

**PLAN NUMBER:** 501

### **PLAN ADMINISTRATOR AND LEGAL PROCESS AGENT**

PJT, Inc., Attn: Pat Lyons, HR, 13 E River St, Savannah, GA 31401, (912) 547-3227,

[plyons@riverstreetsweets.com](mailto:plyons@riverstreetsweets.com).

### **2.1. ADMINISTRATION & FIDUCIARY**

This document and the component plan documents describe the various benefits, whether each benefit is insured or self-funded, and claims administration and other services under the class benefit contracts.

- For self-insured benefits under this plan, the Plan Administrator may elect to use a Third Party Administrator (TPA) to administer these benefits and adjudicate claims. In such case, the TPA will be the Claims Administrator and the Named Fiduciary for purposes of claims administrator, but the Plan Administrator will remain your point of contact for questions regarding any such plan, not the TPA, and the Plan Administrator also has fiduciary responsibility.

- For fully-insured benefits, the insurance company is the Named Fiduciary and has complete discretion to determine benefit payment amounts and to adjudicate claims. The Plan Sponsor has no fiduciary responsibility in these areas. See providers, policy numbers and their related contact information toward the end of this document.

### **Plan Administration**

The administration of the Plan is under the supervision of the Plan Administrator. The principal duty of the Plan Administrator is to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan. The administrative duties of the Plan Administrator include, but are not limited to, interpreting the Plan, prescribing applicable procedures, determining eligibility for and the amount of benefits, and authorizing benefit payments and gathering information necessary for administering the Plan.

The Plan Administrator may delegate any of these administrative duties among one or more persons or entities, provided that such delegation is in writing, expressly identifies the delegate(s) and expressly describes the nature and scope of the delegated responsibility.

The Plan Administrator has the discretionary authority to interpret the Plan in order to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under the Plan.

The Company will bear the incidental costs of administering the Plan. The Company may shift from time to time certain administration costs to Participants. The Company shall communicate to the Participants the details of any cost shifting arrangements.

### **Power and Authority of Insurer or Third Party Administrator**

Certain benefits offered in the Plan are fully-insured and provided by the Insurer or third party administrator indicated in the Attachments, previously sent information or available through the Plan Administrator. Other benefits may be set up under a self-funded arrangement, if described in this document.

The Insurers or third party administrators are responsible for

- (1) Determining eligibility for and the amount of any benefits payable under the respective component benefit program, and
- (2) Prescribing claims procedures to be followed and the claims forms to be used by employees to obtain their respective benefits.

The Insurance providers, not the Company, are responsible for paying claims with respect to these programs. The Company shares responsibility with the Insurers or third party administrators for administering these program benefits.

Insurance premiums for employees and their eligible family members are paid in part by the Company out of its general assets and in part by employees' pre-tax payroll deductions, where applicable. The Plan Administrator provides a schedule of the applicable premiums during the initial

and subsequent open enrollment periods and on request for each of the component benefit programs, as applicable. Contributions for the self-insured component benefit programs are also made in part or in whole by the Company and/or in part or in whole by employees' pre-tax or post tax payroll deductions.

### **Exclusive Benefit**

All Plan assets shall be used for the exclusive benefit of eligible Employees, their Spouses, their other designated Dependents and their designated beneficiaries, in accordance with the provisions of the Plan, and/or for paying reasonable expenses associated with administering the Plan.

## **2.2. ELIGIBILITY AND PARTICIPATION**

Premium contributions for each of the health and welfare benefit plans provided by PJT, Inc. are either attached to this document, given out separately or may be obtained from the Plan Administrator upon request.

### **Eligibility**

Medical benefits begin the first day of the month following 60 days of eligible employment.

#### **A. Full-Time Ongoing and New Hire Employees - Eligibility and Participation**

Full-time ongoing employees working an average of 30 hours per week are eligible to participate in Plan benefits on the first day of the month following 60 days of eligible service.

New employees who are anticipated to work 30 hours or more become eligible to participate based on the waiting period specified in the above paragraph.

#### **B. Variable Hours Ongoing and New Hire Employees – Eligibility and Participation**

For new employees hired into an employment category that may work less than an average of 30 hours per week, their hours of service will be tracked during PJT, Inc.'s defined measurement period. PJT, Inc. has elected a measurement period of 12 months in determining eligibility to participate in our medical insurance plan. Employees who work an average of 30 hours or more, during this measurement period, generally will be offered the opportunity to participate in our medical insurance plan. The employer reserves the right to review hours of eligibility in making these determinations. This will be done during the administrative period, which may last up to 30 days. Once eligibility is established, eligible employees will be given an opportunity to enroll. Employees who enroll and continue to be employed by the employer, will be allowed to remain on the plan for a period of time no less than the defined measurement period or six months, whichever is greater.

For ongoing employees hired into an employment category that may work less than an average of 30 hours per week, their hours of service will be tracked during PJT, Inc. defined measurement period. PJT, Inc. has elected a measurement period of 12 months in determining eligibility to participate in our medical insurance plan. Employees who work an average of 30 hours or more, during this measurement period, generally will be offered the opportunity to participate in our medical insurance



plan. The employer reserves the right to review hours of eligibility in making these determinations. This will be done during the administrative period, which may last up to 60 days. Once eligibility is established, eligible employees will be given an opportunity to enroll. Employees, who enroll and continue to be employed by the employer, will be allowed to remain on the plan for a period of time no less than the defined measurement period or six months, whichever is greater. PJT, Inc. has established an ongoing measurement period starting July 1, and ending August 31 and every 12 months, thereafter.

Employees who average less than 30 hours per week during the measurement periods will generally not be eligible to participate. Refer to your plan administrator or plan information for details.

Once an Employee has met the eligibility requirements and an appropriate Enrollment Form has been submitted to the Plan Administrator, the Employee's coverage will commence on the date specified in the eligibility requirements at the beginning of this section and in the applicable component benefits program documents.

### **Special Situations**

- 1) If a full-time employee changes employment status to part-time during a stability period, and meets all of the criteria below, the employee will cease to be considered a full-time employee on the last day of the third calendar month after the change in employment status occurs. This section applies only if:
  - a) The employee was offered minimum value coverage continuously during the period beginning on the first day of the calendar month following the employee's initial three full calendar months of employment and ending on the last day of the calendar month in which the change in employment status described in this section occurs;
  - b) The employee has a change in employment status to a position or status in which the employee would not have reasonably been expected to be a full-time employee if the employee had begun employment in that position or status; and
  - c) The employee actually is credited with less than 130 hours of service for each of the three full calendar months following the change in employment status.

A full-time employee who experiences a reduction in hours, but who does not experience a change in position, will continue to be considered full-time for the balance of the stability period.

- 2) If an employee is absent due to special unpaid leave, for purposes of determining an employee's average hours of service during a measurement period, the average hours of service for that measurement period will be determined by computing the average after excluding all periods of special unpaid leave during that measurement period. "Special unpaid leave" means unpaid leave that is subject to FMLA, subject to USERRA, or on account of jury duty.

### **Rehired Employees**

An individual hired after a break in service of less than 13 weeks is considered a rehire for the purpose of benefit administration under the ACA. An individual with a break in service of more than 13 weeks (26 weeks in the case of an educational institution), is considered a new hire for the purpose of benefit administration. A returning employee with a break in service of less than 13 weeks will be considered as continuing his or her employment. A rehired employee will step back in where he or she left off as follows:

- **Monthly Measurement Method:** If the rehired employee satisfied a waiting period during his or her previous period of employment, coverage will be offered the first day the employee is credited with an hour of service or the first day of the calendar month following resumption of services (if immediate coverage is not administratively practicable).
- **Look-Back Measurement Method:** A rehired employee will be credited for hours worked during the most recent measurement/look-back period and offered immediate healthcare enrollment if the employee's average hours worked or paid meet the full-time threshold during the time that the employee worked.

In accordance with the "rule of parity", an exception can be made if an employee works for less than 13 weeks prior to the termination.

### **C. Eligible Family Members**

You may also enroll eligible family members in the Medical, Dental, Vision and/or Life/AD&D plans. Eligible family members defined in this document are generic in nature. Refer to supporting component benefit plan documents for eligible family members and definitions.

#### **Eligible family members include:**

- Legal Spouse or Registered Domestic Partner ("spouse" means an individual who is legally married to a participant as determined under Revenue Ruling 2013-17, in accordance with federal and state law and as specified in each benefit plan)
- Child (ren) up to age 26 or as defined in component plan documents; and/or
- Unmarried child (ren) of any age who depend upon the employee for support because of a mental or physical disability (For specified benefits only as defined in component plan documents).

Refer to underlying component benefit program documents for more information about dependent eligibility, definitions of family members and spouse, and overall coverage. Your benefits eligibility may be affected if your status changes to inactive due to a family, medical, or personal leave of absence. Contact your Plan Administrator for additional information.

Certain benefits require that an eligible Employee make an annual election to enroll for coverage. Information regarding enrollment procedures, including when coverage begins and ends for the various benefits under the Benefit options, is set forth in the certificate of insurance, component summary plan descriptions or other governing documents. An eligible Employee may begin

participating in any benefit based on his or her election to participate in accordance with the terms and conditions established for each benefit.

#### **D. Qualified Medical Child Support Orders**

With respect to component benefit programs that are class health plans, the Plan will also provide benefits as required by any qualified medical child support order (QMCSO) (defined in ERISA Section 609(a)). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

In the event the Plan Administrator receives a qualified medical child support order, the Plan Administrator will notify the affected Participant and any alternate recipient identified in the order of the receipt of the order and the Plan's procedures for determining whether such an order is a QMCSO. Within a reasonable period the Plan Administrator will determine whether the order is a qualified medical child support order and will notify the Participant and alternate recipient of such determination.

### **2.3. ANNUAL OPEN ENROLLMENT PERIOD**

Each year PJT, Inc. has an open enrollment that takes place during September when participants can make plan changes or new participants can enroll.

### **2.4. ENROLLMENT IN THE PLAN**

#### **A. Enrollment Procedures**

An Employee who is eligible to participate in this Plan shall commence participation on the first day after the eligibility requirements have been satisfied, provided that any enrollment forms are submitted to the Plan Administrator before the date that participation would commence. Such enrollment forms shall identify the Spouse and other Dependents who are eligible for benefits under the elected benefit plan.

#### **B. Mid-Year Enrollment Changes (Only if Qualified Change in Status)**

If benefits are paid on a pre-tax basis through IRS Section 125 plan, legal rules require that benefit choices made must remain in effect for the entire plan year, October 1st to September 30, unless the employee experiences a Qualified Change in Status. While many of the guidelines relating to eligibility and enrollment are determined by PJT, Inc. and its insurance carriers or third party administrator, the ability to make changes to your benefit Plan is governed by the IRS and the Internal Revenue Code. Under the Code you must enroll within a reasonable time period from your eligibility date. Once you are enrolled, you may only make changes to your benefit elections during Open Enrollment or if you have a Qualifying Change in Status that affects the eligibility of you or

your dependents, and the requested election change is consistent with your Qualifying Change in Status.

*A Qualifying Life Event/Qualifying Change in Status includes:*

- A change in your Legal Marital Status such as marriage, death of a spouse, divorce, legal separation or annulment.
- A change in your Number of Dependents such as birth, adoption, placement for adoption, or death of a child.
- A change in Employment Status such as commencement or termination of employment for you, your spouse, or your dependent.
- A change in Work Schedule such as a reduction or increase in hours, including a switch between part-time and full-time, a strike or lockout, or commencement or return from an unpaid leave of absence for you, your spouse, or your dependent.
- If Dependent Satisfies or Ceases to Satisfy the Requirements for Dependents due to factors such as age.
- A change in Residence or Worksite for you, your spouse, or your dependent.
- The receipt of a Qualified Medical Child Support Order.
- A change in Entitlement to Medicare or Medicaid for you, your spouse, or your dependent.
- A change in Eligibility for COBRA for you, your spouse, or your dependent while you are still an active employee.
- A change in a spouse's coverage such as benefit reduction, cost increase or decision not to join a plan during open enrollment.
- A change where an employee may qualify for exchange coverage because the employer coverage does not meet the affordability requirements.
- An employee may drop coverage if their hours drop below 30 hours/week on average, even if the employee does not lose eligibility for coverage due to Affordable Care Act rules on eligibility.

All election changes must be requested within 30 days of the event in question unless otherwise required by state or federal laws or healthcare mandates (e.g. loss of coverage under Medicaid or CHIP allows up to 60 days to obtain coverage). *To make an election change, contact your Plan Administrator listed above.*

## **2.5. PLAN BENEFITS AND COST SHARING PROVISIONS**

### **A. Participant Contributions**

Participant premium contributions for coverage are fixed, and the employer bears the risk of premium and/or administrative cost above that amount.

If the plan has cost sharing with a 125 Premium Only Plan or Flexible Spending Account plan, employee contributions will be paid through a pre-tax payroll deduction starting the first pay period following enrollment, unless they are benefits that are not eligible for pre-tax deduction such as life or disability insurance or the employee requests post-tax deductions. Contributions will be paid bi-weekly for all employees. Actual Contribution Rates will be published each year during the open enrollment period. See summary of coverage for additional deductible, coinsurance, copayments, services, and coverage, and enrollment documents for applicable rates and contribution levels.

### **B. Company Contribution Levels**

The Company will make its contributions in an amount that (in the Company's sole discretion) is at least sufficient to fund the benefits or a portion of the benefits that are not otherwise funded by the eligible Employee's contributions. The Company will pay its contribution and the eligible Employee's contributions to the Insurer or third party administrator or, with respect to benefits that are self-insured, will use these contributions to pay benefits directly to or on behalf of the Participants from the Company's general assets. The eligible Employee's contributions toward the cost of a particular benefit will be used in their entirety prior to using Employer contributions to pay for the cost of such benefit.

### **C. Ordering of Participant and Company Contributions**

This section applies unless the plan sponsor has adopted specific written procedures or a document that specifies a different ordering for plan contributions or for plan receipts to plan contributions.

- All participant contributions will be applied first to cover premiums or benefit costs, and then employer contributions will be applied to cover any remaining premiums or benefit costs plus the cost of other plan expenses, including stop-loss premiums if applicable.
- If any component of the plan is self-insured and the employer has purchased a stop-loss policy (and the employer, not the plan, is the policyholder), any stop-loss proceeds will be treated as fully allocable to employer contributions. This applies even if stop-loss premiums were included in calculating total plan costs. Participant contributions will not be used to pay stop-loss premiums. (If the employer is the policyholder, the employer is entitled to reimbursement for amounts it pays above a specified threshold level for allowed claims during the relevant period. The stop-loss policy is not a plan asset and does not reimburse participants for claims costs.)
- In the event a medical loss ratio (MLR) rebate or other type of rebate is paid to the plan, the portion of the rebate that does not exceed the employer's total amount of prior contributions

during the relevant period will be attributable to employer contributions, not to participant contributions.

## **2.6. BENEFIT PLAN PROVISIONS**

All documents relating to the PJT, Inc. Welfare Benefits Plan, including the Evidence/Certificate of Coverage for each plan, Listing of Network Providers, Contribution Rates, General COBRA Notice, Medicare Creditable Coverage Notice, and any other relevant Plan Documents or Notices, are available to employees and their dependents by contacting the Plan Administrator. Plan participants may receive a paper copy of any of the above documents free of charge by contacting the Plan Administrator.

Please refer to the component plan documents for each plan's specific details, including a description of benefits, cost-sharing provisions, requirements for use of network providers, and circumstances by which benefits may be denied.

## **2.7. POSSIBLE LIMITS ON OR LOSS OF BENEFITS**

### **Summary of Benefits and Coverage**

See component plan documents and Summary of Benefits and Coverage (SBC) for details regarding deductibles, co-pays, coverage, claims procedures, resources and provider company information.

### **A. Coordination of Benefits**

For Participants and Dependents who do not maintain coverage under a health and welfare plan sponsored by another unrelated employer's health and welfare plan, the Plan will be the primary payer for all eligible claims and benefits as defined in the underlying component benefit program documents. If participants or dependents are covered by another medical or insurance plan, the two plans will coordinate together eliminating duplication of payments as explained in the component plan documents. The insurer has primary responsibility to coordinate benefits for eligible expenses for other employer plans, government plans, Medicare or other coverage such as motor vehicle insurance.

### **B. Subrogation of Benefits**

Refer to component benefit program documents for provisions regarding subrogation of benefits and the handling of situations where a Participant incurs a claim under the insurance benefits provided as a result of injuries caused by someone else's negligence, wrongful act or omission, which may not be the Plan's responsibility to pay. If this happens, the Plan Administrator, Claims Administrator, if applicable, or the Insurer or third party administrator may contact the Participant and ask him or her to sign a subrogation agreement. This means that the Company, the Claims Administrator (if applicable), Insurer or third party administrator can take steps to recover what it paid (under this Plan) from the third party that caused injury or illness. If the Participant does not sign a subrogation agreement, his or her claims for medical, dental and/or vision expenses related to the injury or illness may be denied.

### **C. Rescission**

Benefits for you and/or your enrolled dependent(s) will be terminated retroactively (this is known as “*rescission*”) if the carrier or plan administrator determines that you obtained benefits under the Plan as a result of fraud or intentional misrepresentation of a material fact. You will be given 30 days prior written notice, and coverage will be terminated back to the date of the fraud or intentional misrepresentation. You will be required to reimburse the Plan for any benefits you or your eligible dependent(s) received since the date of the fraud or material misrepresentation, and such amount will be offset against the premiums you paid before they are refunded to you, to the extent allowed by applicable law.

### **D. Denial or Loss of Benefits**

A Participant’s benefits under the Plan will cease when the eligible Employee’s participation in the Plan terminates. A Participant’s benefits will also cease on termination of the Plan. Other circumstances can result in termination, reduction or denial of benefits. Refer to the component benefit program documents for details regarding when a plan may terminate.

The Participant will fully cooperate and do his or her part to ensure the Plan’s right of recovery and subrogation are secured. If the Participant fails or refuses to honor the Plan’s recovery and subrogation rights, the Plan may recover any costs to enforce its rights. This includes, but is not limited to attorney’s fees, litigation, court costs and other expenses as covered in the underlying component benefit program documents.

## **2.8. TERMINATION OF BENEFITS**

Benefits under any Component Benefit Program will terminate for all participants if that Component Benefit Program is terminated, and will terminate for a particular participant if his or her participation is ended due to loss of eligibility or termination of employment or other reason.

Dental and Vision benefits terminate the last day of the month in which eligibility ends. Medical, Long Term Disability, Life/AD&D and Short Term Disability benefits terminate the last day of employment. Plans may or may not have conversion options (check with Plan Administrator). See continuation options available for such benefits as medical, dental, vision and health flexible spending accounts, if applicable, under COBRA (Consolidated Omnibus Budget Reconciliation Act) as explained below. Check with the Plan Administrator for possible conversion options or questions on possible continuation rights. See each component benefit program documents for termination provisions.

An eligible Employee's participation and the participation of his or her eligible Dependents in the Plan will terminate on the date specified in the component benefit program documents. Other circumstances can result in the termination of benefits as described in the component benefit program documents.

Participation in the Plan may be terminated due to disqualification, ineligibility, or denial, loss, forfeiture, suspension, offset, reduction, etc. Refer to the corresponding component benefit program documents for detailed information. PJT, Inc. reserves the right to change, cancel, or alter all or any portion of the Employee Welfare Benefit Plan as it deems necessary.

The Company has the right to terminate the Plan in its entirety, or any portion thereof at any time. In the event that the plan is terminated, a written notice shall be given 60 days in advance.

An officer, as designated by the Company, may sign insurance contracts for this Plan on behalf of the Company, including amendments to those contracts, and may adopt (by a written instrument) amendments to the Plan that he or she considers to be administrative in nature or advisable to comply with applicable law.

Other circumstances can result in the termination of benefits. The insurance contracts (including the certificate of insurance booklets), plans, and other governing documents in the applicable Attachments, previously sent documents or available through the Plan Administrator, provide additional information.

## **2.9. PLAN AMENDMENT AND TERMINATION**

### **Amendment of the Plan**

The Employer reserves the right to amend, modify, or discontinue the Plan in any respect, including but not limited to, implementing a change in the amount or percentage of premiums or cost that must be paid by the Participant. No Participant shall have any vested right to any benefits under the Plan, subject to any duty to bargain that may exist. The Company shall have the right to amend the Plan at any time and to any extent deemed necessary or advisable; provided, however, that no amendments shall:

1. Have the effect of discriminatorily depriving, on a retroactive basis, any eligible Employee, dependent or beneficiary of any beneficial interest that has become payable prior to the date such amendment is effective; or
2. Have the result of diverting the assets of the Plan to any purpose other than those set forth in this Plan.

An officer, as designated by the Company, may sign insurance contracts for this Plan on behalf of the Company, including amendments to those contracts, and may adopt (by a written instrument) amendments to the Plan that he or she considers to be administrative in nature or advisable to comply with applicable law.

In the event that the plan is terminated, a written notice shall be given to participants 60 days in advance. If the Plan is amended, the employer will promptly provide notice to participants as required under applicable law and shall execute any instruments necessary in connection therewith. The Company shall promptly notify the Plan Administrator and all interested parties of any amendment adopted pursuant to this Section.

## **2.10. CLAIMS PROCEDURES**

Generally, to obtain benefits from the insurer or third party administrator of a provided component benefit program, you must follow the claims procedures under the applicable component benefit program



documents, which may require you to complete, sign, and submit a written claim on the insurer's or third party administrator's form. In that case, the form is available from the Plan Administrator.

The providers or third party administrator's component benefit program documents will decide your claim in accordance with its reasonable claims procedures, as required by ERISA. See how to file a claim by referencing applicable component benefit program documents or contacting the Plan Administrator.

If you (or an eligible dependent) are covered by another employer's plan, the two plans work together to avoid duplicating payments. This is called non-duplication or coordination of benefits.

The Insurer or third party administrator is responsible for ensuring that eligible expenses are coordinated with benefits from other employers' plans, certain government plans, and motor vehicle plans when required by law.

The Insurer or third party administrator may request information about other coverage you may have. You are required to provide this information to ensure that claims are properly paid.

If you or your dependent receives benefits in excess of the amount payable under the Plan, the Insurer or third party administrator has a right to subrogation and reimbursement. Subrogation applies when the Insurer or third party administrator has paid benefits for a sickness or injury for which a third party is considered responsible (e.g., an insurance carrier if you are involved in an auto accident).

The Plan Administrator has delegated all subrogation rights and third party recovery rights to the Insurer or administrator of each fully-insured plan or third party administrator for self-insured plans. The Insurer or third party administrator shall undertake reasonable steps to identify claims in which the Plan has a subrogation interest and shall manage subrogation cases on behalf of the Plan. You are required to cooperate with the Insurer or third party administrator to facilitate enforcement of its rights and interests.

Details regarding the Plan's claim procedures are furnished automatically, without charge, as a separate document, copies of which are included with this document, were previously provided, or can be obtained from the plan administrator.

### **Participation During Leaves of Absence**

Notwithstanding any other provision to the contrary in this Plan, if a Participant is eligible for a qualifying leave under the Family Medical Leave Act (FMLA), then to the extent required by FMLA, as applicable, the Company shall continue to maintain those benefits in accordance with Family Medical Leave Act requirements. In such instances, the Participant may continue coverage during unpaid leave by paying for coverage. Check with your Plan Administrator for details on coverage options and requirements during medical leave.

If a Participant is eligible for a qualifying leave under USERRA (Uniformed Services Employment and Reemployment Rights Act), then to the extent required by USERRA, as applicable, the Company shall continue to maintain the required benefits on the same terms and conditions as under COBRA, as explained below.

## **2.11. AFFORDABLE CARE ACT COMPLIANCE**

The plan complies with all applicable Patient Protection and Affordable Care Act (PPACA) provisions, as detailed in component plan documents. PPACA applies only to health benefits and also to dental and vision benefits if specified in the underlying documents. It does not apply to other benefits under the plan, such as life, disability, “excepted” benefits (as defined by law and regulations) or other categories of benefits.

Exceptions: Plans are not required to comply with certain PPACA requirements if they are “grandfathered” as defined under PPACA or “grandmothered” (certain non-ACA-compliant small insured plans that were allowed to renew for a limited period of time, under PPACA and certain states’ laws). See component plan document to clarify if your plan is "grandfathered" or "grandmothered".

PPACA compliance (for plans that are not grandfathered or grandmothered) includes, but is not limited to:

- Coverage of dependents up to age 26
- No annual or lifetime dollar limits on “Essential Health Benefits” as defined in PPACA and regulations
- No pre-existing conditions exclusions
- Prohibition on rescissions
- Patient protections – coverage and payment for emergency services, primary care provider designation, designation of pediatric physician as primary care provider, no prior authorization for access to obstetrical or gynecological care.
- Preventive care – specified preventive care services are covered on a first-dollar basis, not subject to co-payments, co-insurance, deductibles or other cost-sharing requirements.
- Nondiscrimination testing – this plan is intended to comply with current nondiscrimination rules.

## **2.12. ERISA NOTICES**

With respect to offered class health plans, the Plan will provide benefits in accordance with the requirements of all applicable laws, such as COBRA, HIPAA, HITECH, MHPA, NMHPA, USERRA, GINA, MHPAEA, WHCRA, HCERA and PPACA.

### **Notice of Rights Under the Mothers & Newborns Health Protection Act**

Class health plans and health insurance issuers or third party administrators 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).

### **Notice of Women's Health & Cancer Rights Act**

Class health plans, insurance companies, and health maintenance organizations offering mastectomy coverage must also provide coverage for reconstructive surgery in a manner determined in consultation with the attending physician and the patient. Coverage includes reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses and treatment of physical complications at all stages of the mastectomy, including lymph edemas.

### **HIPAA Portability Rights**

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that we notify you about two very important provisions in the plan. The first is your right to enroll in the plan under its "special enrollment provision" if you marry, acquire a new dependent, or if you decline coverage under the plan for an eligible dependent while other coverage is in effect and later the dependent loses that other coverage for certain qualifying reasons. Special enrollment must take place within 30 days of the qualifying event or as required by state or federal law (60 days if enrollment in or eligibility for, or loss of eligibility for Medicaid or CHIP).

Second, is the existence of any preexisting condition exclusion rules in the plan that may temporarily exclude coverage for certain preexisting conditions that you or a member of your family may have. These no longer apply as of the 2014 plan year, unless the medical coverage is provided under an insured small class policy that meets applicable federal and state requirements for renewal/extension as a non-PPACA compliant policy. You will receive notice from the insurer if this limited exception applies. If a preexisting condition exclusion applies, it cannot be longer than 12 months from your enrollment date (18 months for a late enrollee). A pre-existing condition exclusion that is applied to you must be reduced by the prior creditable coverage you have that was not interrupted by a significant break in coverage. You may show creditable coverage through a certificate of creditable coverage given to you by your prior plan or insurer (including an HMO) or third party administrator or by other proof. Refer to your plan document for additional details. A HIPAA certificate of creditable coverage notice is generally given by the provider when there is a loss of coverage, this notice should be retained for your records as proof of creditable coverage. All questions about preexisting condition exclusion, special enrollment rights and creditable coverage should be directed to your health plan provider or Plan Administrator listed above. Plans renewing or effective in 2014, are not subject to pre-existing conditions.

### **Family Medical Leave**

To the extent the Plan is subject to the Family Medical Leave Act of 1993 (FMLA), the Plan Administrator will permit a Participant taking unpaid leave under the FMLA to continue medical benefits under such applicable law. Non-medical benefits will continue according to the established Company policy. Participants continuing participation pursuant to the foregoing will pay for such coverage (on a pre-tax or after-tax basis) under a method as determined by the Plan Administrator satisfying applicable regulations. Any Participant on FMLA leave who revoked coverage will be reinstated to the extent required by applicable regulations. If the Participant's coverage under the Plan terminates while the Participant is on FMLA leave, the Participant is not entitled to receive reimbursements for claims incurred during the period

when the coverage is terminated. Upon reinstatement into the Plan upon return from FMLA leave, the Participant has the right to resume coverage at the level in effect before the FMLA leave and make up the unpaid premium payments, or resume coverage at a level that is reduced by the amount of unpaid premiums and resume premium payments at the level in effect before the FMLA leave.

### **Mental Health Parity & Addiction Equity Act (MHPAEA)**

The MHPAEA applies only to employers with more than 50 employees. If applicable to this Plan, the MHPAEA applies to class health benefits provided under this Plan that provide both medical and surgical benefits as well as mental health or substance use disorder benefits. The MHPAEA requires that:

- The financial requirements that apply to mental health or substance use disorder benefits cannot be more restrictive than the predominant financial requirements that apply to substantially all medical and surgical benefits under the Plan, and no separate cost-sharing requirements can be applied only to mental health or substance use disorder benefits.
- The treatment limitations that apply to mental health or substance use disorder benefits cannot be more restrictive than the predominant treatment limitations that apply to substantially all medical and surgical benefits under the Plan, and no separate treatment limitations can be applied only to mental health or substance use disorder benefits.

The component plan determines what mental health condition and/or substance use disorder coverage is provided.

### **USERRA**

The Plan Administrator will also permit you to continue benefit elections as required under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will provide such reinstatement rights as required by such law. The Plan Administrator will also permit you to continue benefit elections as required under any other applicable state law to the extent that such law is not pre-empted by federal law.

### **Special Enrollment Notice**

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or class health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or *your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage)*. However, you must request enrollment within the allowable period outlined in the component plan documents, after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage). In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within allowable period outlined in the component plan documents, after the marriage, birth, adoption, or placement for adoption. To request special enrollment or obtain more information, contact the plan administrator.

### **Genetic Information Nondiscrimination Act of 2008 ("GINA")**

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits the Plan from discriminating against individuals on the basis of genetic information in providing any the benefits under provided benefit plans.

GINA generally:

- Prohibits the Plan from adjusting premium or contribution amounts for a class on the basis of genetic information;
- Prohibits the Plan from requesting or mandating that an individual or family member of an individual undergo a genetic test, provided that such prohibition does not limit the authority of a health care professional to request an individual to undergo a genetic test, or preclude a class health plan from obtaining or using the results of a genetic test in making a determination regarding payment;
- Allows the Plan to request, but not mandate, that a participant or beneficiary undergo a genetic test for research purposes if the Plan does not use the information for underwriting purposes and meets certain disclosure requirements; and
- Prohibits the Plan from requesting, requiring, or purchasing genetic information for underwriting purposes, or with respect to any individual in advance of or in connection with such individual's enrollment.

### **Participant's Responsibilities**

Each Participant shall be responsible for providing the Plan Administrator, Claims Administrator, if applicable, and the Company and, if required by an insurance company or third party administrator, with respect to a fully-insured benefit, the insurance company with his or her current address. If required by the insurance company, with respect to a fully-insured benefit, each employee who is a Participant shall be responsible for providing the insurance company with the address of each of his or her covered eligible dependents. Any notices required or permitted to be given to a Participant hereunder shall be deemed given if directed to the address most recently provided by the Participant and mailed by first class United States mail. The insurance companies, the Plan Administrator and the Company shall have no obligation or duty to locate a Participant.

### **Right to Information and Fraudulent Claims**

Any person claiming benefits under the Plan shall furnish the Plan Administrator or, with respect to a fully-insured benefit, the insurance company or third party administrator with such information and documentation as may be necessary to verify eligibility for and/or entitlement to benefits under the Plan. Refer to details in the component benefit program documents.

The Plan Administrator, Claims Administrator, if applicable, (and, with respect to a fully-insured benefit, the insurance company) shall have the right and opportunity to have a Participant examined when benefits are claimed, and when and as often as it may be required during the pendency of any claim under the Plan.

## **2.13. HIPAA PRIVACY AND SECURITY COMPLIANCE**

### **HIPAA PRIVACY RULES**

#### **Application**

The Privacy and Security Rules in the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) apply only to those Component Benefit Programs that constitute class health plans that are subject to HIPAA, and that are self-funded or for which the plan sponsor uses or discloses “protected health information” (PHI). Such class health plans are "Covered Programs" under HIPAA.

### **Privacy and Security Policy**

The Covered Programs will adopt HIPAA privacy and security policies, as appropriate, the terms of which are incorporated herein by reference.

### **Business Associate Agreement**

The Covered Programs will enter into a business associate agreement with any persons or entities as may be required by applicable law, as determined by the Plan Administrator.

### **Notice of Privacy Practices**

The Covered Programs will provide each Participant with a notice of privacy practices to the extent required by applicable law.

## **DISCLOSURE TO THE COMPANY**

### **In General**

This Subsection permits the Covered Programs to disclose PHI to the Company to the extent that such PHI is necessary for the Company to carry out its administrative functions related to the Covered Programs.

### **Permitted Disclosure**

*Permitted Disclosure of Enrollment/Disenrollment Information.* The Covered Programs may disclose to the Company information on whether an individual is participating in the Covered Programs.

*Permitted Uses and Disclosure of Summary Health Information.* The Covered Programs may disclose Summary Health Information, as defined in the HIPAA privacy rules, to the Company, provided that the Company requests the Summary Health Information for the purpose of (i) obtaining premium bids from health plans for providing health insurance coverage under the Covered Programs; or (ii) modifying, amending, or terminating the Covered Programs.

*Permitted and Required Uses and Disclosure of Protected Health Information for Administration Purposes.* Unless otherwise prohibited by law, and subject to the conditions of disclosure described herein. The Covered Programs may disclose PHI and electronic PHI to the Company; provided that the Company uses or discloses such PHI and electronic PHI only for plan administration purposes and certifies in writing that it will use such information only for such limited purposes. "Plan administration purposes" means administration functions performed by the Company on behalf of the Covered Programs, such as quality assurance, claims processing, auditing, and monitoring. Plan

administration functions do not include functions performed by the Company in connection with any other benefit or benefit plan of the Company or any employment-related actions or decisions.

Enrollment and disenrollment functions performed by the Company are performed on behalf of Participant and beneficiaries of the Covered Programs, and are not plan administration functions. Enrollment and disenrollment information held by the Company is held in its capacity as an employer and is not PHI.

### **Limitations//Restrictions**

The Company agrees to the following limitations and requirements related to its use and disclosure of PHI received from the Covered Programs (other than enrollment/disenrollment information and Summary Health Information, and information disclosed pursuant to a signed authorization that complies with the requirements of 45 CFR 164.508, which are not subject to these restrictions):  
*Use and Further Disclosure:* The Company will not use or further disclose PHI other than as permitted or required by the Plan document or as required by all applicable law, including but not limited to the HIPAA privacy rules. When using or disclosing PHI or when requesting PHI from the Covered Programs, the Company will make reasonable efforts to limit the PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request.

*Agents and Subcontractors:* The Company will require any agents, including subcontractors, to whom it provides PHI received from the Covered Programs to sign Business Associate Agreements and to agree to the same restrictions and conditions that apply to the Employer, Company or Plan Sponsor with respect to such information.

Questions regarding use of PHI should be directed to the Insurer or third party administrator in question. The insurer or third party administrator will advise a Plan Participant who wants to exercise any of his/her rights concerning PHI, of the procedures to be followed.

*Employment-Related Actions:* Except as permitted by the HIPAA privacy rules and other applicable federal and state privacy laws, the Company will not use PHI for employment-related actions and decisions, or in connection with any other employee benefit plan of the Company.

*Reporting of Improper Use or Disclosure:* In accordance with (16 CFR Part 18), Health Breach Notification Rule, where applicable, agrees to notify both the participants, the Federal Trade Commission and Covered Programs of any use or disclosure of any PHI or electronic PHI provided for Plan Administration purposes that is inconsistent with the uses or disclosures provided for, or that represents a PHI Security Incident, or which the Plan Sponsor or any Business Associate of the Plan Sponsor becomes aware.

*Adequate Protection:* The Company will provide adequate protection of PHI and separation between the Covered Programs.

## **2.14. COBRA**

### **COBRA NOTICE**

The Plan Administrator of any class health plan that is a Component Benefit Program under this Plan will provide (or have provided) to class health plan participants appropriate COBRA notices, if applicable, both upon initial enrollment and if a Qualifying Event occurs. Plan participants can request a copy of these COBRA notices from the Human Resources Department at any time.

## **2.15. STATEMENT OF ERISA RIGHTS**

The Employee Retirement Income Security Act of 1974 (ERISA) provides that all Plan participants shall be entitled to:

### **Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the plan, including insurance contracts and if the class has 100 or more participants, a copy of the latest annual report (Form 5500 Series) filed by the plan with the US Department of Labor. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series, if 100 or more participants) and updated Summary Plan Description. Receive a summary of the Plan's annual financial report. If a pension plan is provided, obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months.

### **Foreign Language**

This document contains a summary in English of your plan rights and benefits under the class health plan. If you have difficulty understanding any part of this document, contact the Plan Administrator indicated above.

### **Prudent Actions by Plan Fiduciaries**

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

### **Enforce Your Rights**

If your claim for a pension/welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file



suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefit Security Administration (EBSA) US Department of Labor, listed in your telephone directory or (866) 444-3272. You may also obtain EBSA contact information at: <https://www.dol.gov/ebsa/contactEBSA/consumerassistance.html>. You may further obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA.

## **SECTION 3: GENERAL PROVISIONS**

### **3.1. NO RIGHT TO EMPLOYMENT**

Nothing contained in this Plan will be construed as a contract of employment between the Company and you, or as a right of any employee to continue in the employment of the Company, or as a limitation of the right of the Company to discharge any of its employees, with or without cause "at will".

### **3.2. GOVERNING LAW**

The Plan will be construed in accordance with and governed by the laws of the state or commonwealth of organization of the Plan Sponsor to the extent not preempted by federal law. The Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by Federal law.

### **3.3. TAX EFFECT – NOTICE ABOUT PRE-TAX PAYMENTS AND POSSIBLE EFFECT ON FUTURE SOCIAL SECURITY BENEFITS**

Where possible, the Company provides benefits under the Plan on a pre-tax basis in accordance with federal tax law. Some benefits may be obtained on an after tax basis. The Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

If this Plan allows you to pay for benefits on a pre-tax basis, you will not pay Social Security taxes on the pre-tax dollars you use to pay for coverage. As a result, the earnings used to calculate your Social Security benefits at retirement will not include these contributions. This could result in a small reduction in the Social Security benefit you receive at retirement. However, your savings on current taxes under the Plan normally will be greater than any eventual reduction in Social Security benefits.

### **3.4. REFUND OF PREMIUM CONTRIBUTIONS**

For fully-insured component benefit programs, the plan will comply with (DOL) Department of Labor guidance regarding refunds (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates (MLR) of insurance premiums). To the extent that the Company receives rebates determined to be plan assets to the extent amounts are attributable to insurance premiums paid by Participants, the rebates will (a) be distributed within 90 days of receipt to the Participants covered by the policy to which the rebate relates under a reasonable, fair, and objective allocation method or (b) if distributing the rebates would not be cost-effective because the amounts are small or would give rise to tax consequences to the Participants, the rebates may be used to pay future Participant premiums or for benefit enhancements which benefit the Participants covered by the policy to which the rebate relates. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the cost to the Plan and the competing interest of participants. Any rebates attributable to insurance premiums paid by the Company shall be retained by the Company.

### **3.5. FACILITY OF PAYMENT**

When, in the Company or its designated representative's opinion, any Participant under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Company or its representative may direct that payments be made to such Participant's legal representative or withhold payment pending an adjudication of the Participant's legal capacity and the appointment of a legal representative. The Company or its designated representative may also direct that payment be applied for the benefit of the Participant any way the Company considers advisable. Any payment made by the Plan in good faith pursuant to this provision shall fully discharge the Plan, the Company or the Employer to the extent of such payment. Any payment requirement shall include payments to a Participant's beneficiary in the case of death benefits paid under the Plan.

### **3.6. DATA**

Participants who may receive benefits under the Plan must furnish the Company, or its designated representatives such documents, evidence, information, releases or authorizations, as it considers necessary or desirable for the purpose of administering the Plan, or to protect the Company. It shall be a condition of the Plan that each such person must furnish such information promptly and sign such documents as the Company may require before any benefits become payable under the Plan.

### **3.7. ELECTRONIC COMMUNICATIONS**

Whenever an Employee, Participant, Spouse, other Dependent or beneficiary is required to provide information or perform a written process, the Plan Administrator may, in its discretion, permit or require that electronic means be used. In addition, meetings of Plan Administrator may be held in person or through electronic or telephonic means or a combination thereof and written actions of the Plan Administrator may be taken using electronic or conventional means. In the use of electronic communication, the Plan Administrator shall follow all guidelines published by the Department of Labor and the Internal Revenue Service.

### **3.8. NON-ASSIGNABILITY AND SPEDTHRIFT CLAUSE**

To the extent permitted by law, the benefits or payments under the Plan will not be subject to alienation, sale, assignment, pledge, attachment, garnishment, execution, encumbrance or other transfer, nor will they be subject to any claim by any creditor of any Participant under the Plan other than a physician or treatment facility so authorized by the Participant or to legal process by an creditor of any Participant (except in the case of death or obligations owed to the Company). Any attempt to circumvent these provisions shall be considered null and void.

### **3.9. SEVERABILITY OF PROVISIONS**

If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions hereof, and the Plan will be construed and enforced as if such provisions had not been included.

### **3.10. EFFECT OF MISTAKES**

In the event of a mistake as to the eligibility or participation of an employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator will, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Company from Compensation paid by the Company.

### **3.11. COMPLIANCE WITH STATE AND FEDERAL MANDATES**

With respect to all benefit plans, the Plan will comply, to the extent applicable, with the requirements of all applicable laws, such as USERRA, COBRA, FMLA, HIPAA, WHCRA, the Health Information Technology for Economic and Clinical Health Act, the Newborns' and Mothers' Health Protection Act of 1996, as amended, the Mental Health Parity Act, the Mental Health Parity Addiction Equity Act, and the Genetic Information Nondiscrimination Act of 2008 ("GINA"). In accordance with Title I of GINA, in no event will the Plan or any of its insurers or third party administrators discriminate against any Participant on the basis of genetic information with respect to eligibility, premiums, or contributions.

### **3.12. COMPONENT BENEFIT PROGRAM - PROVIDER COMPANIES**

#### **Type: Medical Insurance**

Name of Provider: BCBSGa

Type or Plan Name: POS

Plan Funding: Fully-Insured, Class Medical Insurance

Policy Number: pending

Administration: Shared between PJT, Inc. & BCBSGa

Provider Address: P.O. Box 105370, Atlanta, Ga 30348-5370

Provider Phone: (855) 397-9267

Provider URL: [www.bcbsga.com](http://www.bcbsga.com)

#### **Type: Dental Insurance**

Name of Provider: Guardian

Plan Funding: Fully-Insured, Class Dental Insurance

Policy Number: 504387  
Administration: Shared between PJT, Inc. & Guardian  
Provider Address: P.O. Box 8012, Appleton, Wi 54912  
Provider Phone: (800) 627-4200  
Provider URL: [www.guardiananytime.com](http://www.guardiananytime.com)

**Type: Vision**

Name of Provider: Guardian  
Plan Funding: Fully-Insured, Class Vision Insurance  
Policy Number: 504387  
Administration: Shared between PJT, Inc. & Guardian  
Provider Address: P.O. Box 8012, Appleton, Wi 54912  
Provider Phone: (800) 627-4200  
Provider URL: [www.guardiananytime.com](http://www.guardiananytime.com)

**Type: Life/AD&D**

Name of Provider: Mutual of Omaha  
Policy Number: pending  
Administration: Shared between PJT, Inc. & Mutual of Omaha  
Provider Address: P.O. Box 17100, Indianapolis, In 46217  
Provider Phone: (866) 612-0999  
Provider URL: [www.mutualofomaha.com](http://www.mutualofomaha.com)

**Type: Long-Term Disability**

Name of Provider: Mutual of Omaha  
Policy Number: pending  
Administration: Shared between PJT, Inc. & Mutual of Omaha  
Provider Address: P.O. Box 17100, Indianapolis, In 46217  
Provider Phone: (866) 612-0999  
Provider URL: [www.mutualofomaha.com](http://www.mutualofomaha.com)

**Type: Short-Term Disability**

Name of Provider: Mutual Of Omaha  
Policy Number: pending  
Administration: Shared between PJT, Inc. & Mutual Of Omaha  
Provider Address: P.O. Box 17100, Indianapolis, In 46217  
Provider Phone: (866) 612-0999  
Provider URL: [www.mutualofomaha.com](http://www.mutualofomaha.com)

**Type: 125 Premium Only Plan**

Name of Provider: Humana/Conexis  
Administration: Shared between PJT, Inc. & Humana/Conexis  
Provider Address: 1100 Employers Blvd, Green Bay, WI 54344  
Provider Phone: (800) 592-3005

## **SECTION 4: DEFINITIONS**

The following words and phrases used herein shall have the following meanings, unless a different meaning is plainly required by the context. Masculine pronouns used in this Plan shall include masculine and feminine gender unless the context indicates otherwise, and words in the singular also include the plural. These are general definitions and the presence of any definition in this section is not, in and of itself, an indication of the existence of a benefit.

“**Cafeteria Plan**” means a cafeteria plan under Code Section 125 sponsored by the Company.

“**Claims Administrator**” means the entity or provider responsible for reviewing and approving insurance claims.

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

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” means the entity or entities designated in the Adoption Agreement or any successor to it by merger, purchase or otherwise and any predecessor which has maintained this Plan or any corporation, sole proprietor, partnership or association that assumes the obligations of this Plan.

“**Component Benefit Programs**” are those benefit programs specified under Provider Companies and contained in previously provided documents, included with this document or available through the Plan Administrator.

“**Component benefit program or plan documents**” include certificates of insurance, class insurance contracts, ERISA plan documents (if self-funded) and governing benefit plan documents for non-insurance benefit programs.

“**Dependent**” means an Employee’s Spouse or other dependents that satisfies the dependent eligibility requirements of the applicable insurance plans.

“**Employee**” means any current or former employee of the Employer who satisfies the eligibility provisions as specified in the applicable benefit plans. The determination of whether an individual is an Employee, an independent contractor or any other classification of worker or service provider and the determination of whether an individual is classified as a member of any particular classification of employees shall be made solely in accordance with the classifications used by the Company and shall not be dependent on, or change due to, the treatment of the individual for any purposes under the Code, common law or any other law, or any determination made by any court or government agency.

“**Employer**” means the Company and any related employers who are participating **under this Plan**.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**FMLA**” means the Family Medical Leave Act of 1993, as amended. FMLA only applies to covered organizations with 50 or more employees within a 75 mile radius.

“**GINA**” means the Genetic Information Nondiscrimination Act of 2008.

“**HCERA**” means the Health Care and Education Reconciliation Act of 2010.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“**HITECH**” means the Health Information Technology for Economic and Clinical Health Act.

"**Hour of service**" means (1) each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and (2) each hour for which an employee is paid, or entitled to payment, by the employer for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. Hours of service for all employees are credited using actual hours of service from records of hours worked and hours for which payment is made or due.

“**Insurer**” means any insurance company, health maintenance organization, preferred provider organization or any similar organization with whom the Company has contracted for an insured or contractually-established benefit.

“**MHPA**” means the Mental Health Parity Act of 1996.

“**MHPAEA**” means the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act.

"**New hire employee**" means an employee who has been employed for less than one complete standard measurement period.

“**Named Fiduciary**” means the individual(s) or entity or entities responsible for either administering benefit plans or the insurance company providing coverage.

“**NMHPA**” means the Newborns' and Mothers' Health Protection Act of 1996, as amended.

"**Ongoing employee**" means an employee who has been employed for at least one complete standard measurement period.

“**Participant**” means an eligible enrolled Employee and/or eligible covered Dependents.

“**Plan**” means this employee benefit plan, which includes all benefits described in this document.

“**Plan Administrator**” means the person, the committee or the entity specified in this document to be the administrator, as defined in ERISA Section 3(16)(A).

"**Plan Year**" means a twelve (12) month period specified in this document. The Plan Year also is the accounting period for the Plan.

“**Protected Health Information**” (“**PHI**”) is individually identifiable health information that is maintained or transmitted by a covered entity, subject to specified exclusions as provided in 45 CFR § 150.103.

“**PPACA**” means the Patient Protection and Affordable Care Act.

"**Seasonal employee**" means a new employee who is hired into a position for which the customary annual employment is six months or less, occurring at approximately the same time each year.

“**Spouse**” means an individual who is legally married to a Participant as determined under Revenue Ruling 2013-17 or otherwise defined in component plan documents.

“**USERRA**” means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

"**Variable-hour employee**" means a new employee if, based on the facts and circumstances at the employee's start date, the employer cannot determine whether the employee is reasonably expected to be employed on average at least 30 hours of service per week during the initial measurement period because the employee's hours are variable

or otherwise uncertain. For purposes of determining whether an employee is a variable-hour employee, the likelihood that the employee may terminate employment before the end of the initial measurement period will not be considered.

“**WHCRA**” means the Women's Health and Cancer Rights Act of 1998, as amended.

**IF DURING YOUR NORMAL COURSE OF BUSINESS, YOU REQUIRE A BOARD RESOLUTION OR AN OFFICER APPROVAL FOR YOUR PLAN, SEE BELOW.**

**IN WITNESS WHEREOF,** \_\_\_\_\_, has caused this Plan to be executed in its name and on behalf of its officers there unto duty authorized this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*This document has legal consequences. The Employer acknowledges that it is advisable to have this document reviewed by legal counsel prior to adoption of this document. The Employer acknowledges that HR Service, Inc., its affiliates, agents, employees and counsel have not been retained to provide any such review.*



**UNANIMOUS WRITTEN CONSENT**

**OF THE BOARD OF DIRECTORS OR OFFICERS OVERSEEING THE COMPANY OF**

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**THE UNDERSIGNED**, consisting of all members of the \_\_\_\_\_ corporation (the "Company") on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ do here by waive any and all requirements for the holding of a meeting of the Board, and in lieu of holding such meeting, do here by take the following actions and adopt the following resolutions by signing this unanimous written consent:

**WHEREAS**, the board desires to adopt the \_\_\_\_\_ Summary Plan Description Wrap (the "Plan") effective\_\_\_\_\_.

**NOW THEREFORE BE IT RESOLVED**, that the Plan is adopted and approved effective\_\_\_\_\_.

**FURTHER RESOLVED**, that the President, Treasurer or Secretary is authorized and directed to take such actions as are appropriate and necessary to adopt the Plan; and

**FURTHER RESOLVED**, that the Secretary of the Company, be and here by is directed to file this Consent with the permanent records of the Company as the duly authorized act of the Board.

\_\_\_\_\_

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