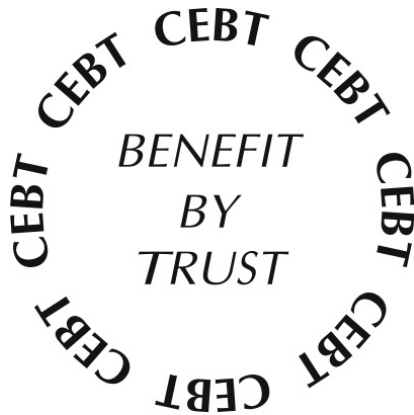


Colorado Employer Benefit Trust

PPO and High Deductible Medical Benefit Plan

Revised: July 1, 2010

Approved by the Trust: January 29, 2010



SUMMARY PLAN DESCRIPTION

SELF-FUNDED PPO AND HIGH DEDUCTIBLE MEDICAL PLANS FOR

COLORADO EMPLOYER BENEFIT TRUST

EFFECTIVE DATE: JULY 1, 2010

It is the intention of the Trust to hereby establish a program of benefits constituting an "Employee Welfare Benefit Plan" under the Internal Revenue Code of 1986, and any amendments thereto.

IN WITNESS WHEREOF, the Trust has executed this Summary Plan Description as of the Plan Effective Date shown.

By:	<input type="text"/>	Date:	<input type="text"/>
	Authorized Representative		
Title:	<input type="text"/>		

SIGNED

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Your Online Benefits Service from UMR

Your online benefits service provides you with convenient access to the information you need when you need it. You'll have 24/7 access to these great services:

- Claim status
- ID card ordering
- Health information
- Your Online Provider Directory
- Frequently used forms
- And so much more! See details on back.

Accessing Online Services

It's easy and fast to access your online benefits service at www.umar.com. Complete the instructions below.

New members

1. Go to www.umar.com and click **Login/Register**.
2. Enter your member ID (displayed on your benefits ID card). If you don't have an ID card, enter your Social Security number.
3. Click **Go to my online services**.
4. Follow the on-screen prompts; click **Sign-Up** to enter additional information and complete your registration.
5. Explore the site's features and view information about your benefits and claims.
6. Click **Logoff** near the top of the homepage when you're ready to leave the site.



(continued on back)



Registered members

1. Go to **www.umar.com** and click **Members**.
2. Enter your member ID (located on your benefits ID card). If you don't have an ID card, enter your Social Security number.
3. Click **Go to my online services**.
4. Follow the on-screen prompts; enter your current **Username** and **Password**.
5. Click the online benefits service site's features and services, as before.
6. Click **Logoff** near the top of the homepage when you're ready to leave the site.

Your online benefits service provides helpful, time-saving health and benefits information. Click the menu selections and site features to become familiar with the site and all that it has to offer.

Key features of your online benefits service

Provider lookup:

Find in-network providers by clicking Find A Provider under the All Members selection on My Menu.

Claims:

Access claims information for you and your covered dependents from the My Benefits selection on My Menu.

Eligibility:

View eligibility coverage information and effective dates for you and covered dependents at the eligibility service under My Benefits.

Get answers:

Use the Ask UMR A Question feature under My Benefits for email access to your Customer First Service Team.

Health information:

Help you and your family stay healthier and be wiser health care consumers by exploring links to reliable health and medical information. Click Health Info in the menu at the top of the homepage.

News:

Check the online benefits service's homepage for current benefits-related news and announcements from UMR and your employer.





CNIC Online Services

CNIC Health Solutions provides you with convenient online access to the information you need when you need it. You'll have 24/7 access to these services:

- Claim status
- Explanation of Benefits (EOB)
- Id card ordering
- Health information
- Online Provider Directory
- Frequently used forms
- And much more!

Accessing Online Services

It's easy and fast to access your online services at www.cebt.org. Simply follow the instructions below to register.

New members

1. Go to www.cebt.org and click on the Member Option under "Check Claim Status."
2. Click on the CNIC Health Solutions logo.
3. Click on "Sign up" under the login box.
4. Click "Agree" on the license registration.
5. Enter your member ID from your CEBT ID card.
6. Follow the on-screen prompts to complete registration.
7. Explore the site's features and view information about your benefits and claims.
8. Click logoff near the top of the home page when you are ready to leave the site.





CNIC Online Services - Continued

Registered members

1. Go to www.cebt.org and click on the Member Option under "Check Claim Status."
2. Click on the CNIC Health Solutions logo.
3. Enter your user name and password and click "Login".
4. Access the site's features and services as before.
5. Click Logoff near the top of the homepage when you're ready to leave the site.

Explore the CNIC online services site by clicking the menu selections. You'll find helpful, time saving benefits, health, and wellness information.

Key features of your online services

Provider Lookup:

Find in-network providers by clicking "Provider Web Links" under the My Benefits Section on My Menu.

Claims:

Access claims information and Explanation of Benefits forms (EOBs) for you and your covered dependents from the Paid Claims selection under My Benefits.

Eligibility:

View eligibility coverage information and effective dates for you and covered dependents at the eligibility services under My Benefits.

Go Paperless:

Eliminate paper by enrolling in "Electronic EOBs Only" to receive an email notification when EOBs are ready for viewing online.

Health Information:

Get the information you need to stay healthier and be a wiser health care consumer by exploring links to reliable health and medical information. Click Health Info on the menu at the top of the homepage to access informative references, articles, videos, and tutorials.

News:

Check the homepage for current benefits-related news and announcements from CEBT and CNIC.

CHANGES IN ELIGIBILITY

You should report **ANY CHANGE IN ELIGIBILITY** to *your employer* as soon as possible. Changes in eligibility include:

- ◆ Marriage or divorce
- ◆ Death of any *dependent*
- ◆ Birth or adoption of a child
- ◆ *Dependent* child reaching the limiting age
- ◆ IRS ineligible *dependent* child
- ◆ Total disability
- ◆ Retirement
- ◆ *Medicare* eligibility

For specific details on maintaining coverage under the plan, refer to SECTION 3 - ELIGIBILITY.

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SECTION 1 MEDICAL BENEFITS

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NOTE: UMR, Inc. or CNIC is the *plan's claims administrator*. The *claims administrator* provides clerical and claim processing services to the *plan*. The *claims administrator* is not financially responsible for the funding or payment of claims processed under the *plan*, nor is the *claims administrator* a fiduciary to this *plan*.

SCHEDULE OF BENEFITS

NOTICE REQUIREMENTS

The Utilization Management company (UM) shown on your ID card will handle the notice requirements of *your plan*. *You* should call the UM as soon as possible to receive proper care coordination. However, *you* must call within the time frames shown below. The UM toll-free number is shown on the back of *your* ID card.

NOTICE REQUIRED	NON-COMPLIANCE PENALTY	SUMMARY	TEXT PAGE
Inpatient Hospital, Including Inpatient Hospital Stays for Psychological Disorders, Chemical Dependence and Alcoholism	None	<i>You</i> must call UM at least five days in advance of any non- <i>emergency</i> inpatient admission. All inpatient admissions, except maternity admissions that do not exceed 48 hours for a normal vaginal delivery or 96 hours for a cesarean section delivery, should be notified to UM. If admission is on an <i>emergency</i> basis, UM should be notified within 48 hours or the second business day following <i>your</i> admission.	1-32
Convalescent Nursing Home/Inpatient Rehabilitation Center	None	<i>You</i> should call UM at least five days in advance of any non- <i>emergency</i> admission. If admission is on an <i>emergency</i> basis, UM should be notified within 48 hours or the second business day following <i>your</i> admission.	1-32
Outpatient Surgeries (Does Not Include Office Visit Surgeries)	None	<i>You</i> should call UM at least five days in advance of any non- <i>emergency</i> outpatient surgery. If treatment is on an <i>emergency</i> basis, UM should be notified within 48 hours or the second business day following <i>your</i> outpatient surgery.	1-32
Home Health Care	None	<i>You</i> should call UM at least five days in advance of receiving home health care services.	1-32

NOTICE REQUIRED	NON-COMPLIANCE PENALTY	SUMMARY	TEXT PAGE
Durable Medical Equipment	None	<i>You</i> should call UM at least five days in advance of purchase of any item of durable medical equipment costing \$1,500 or more or the rental of any item of durable medical equipment that costs \$500 or more.	1-32
Hospital Bill Review	None	If <i>you</i> discover a <i>hospital</i> billing error, report it to the <i>plan</i> . As a reward, <i>you</i> will receive 50% of the error amount, but not more than \$1,250.	1-33

Schedule of Benefits - continued

MEDICAL BENEFITS

Plan Lifetime Maximum (applies to all *plan* options): \$3,000,000 per *covered person*, including medical and prescription drug expenses.

PPO PLAN I MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
Deductible per <i>Calendar Year</i> <i>PPO</i> Individual Family Non- <i>PPO</i> Individual Family	 \$0 \$0 \$0 \$0	 \$350 Three <i>covered persons</i> \$350 Three <i>covered persons</i>	The amount <i>you</i> must pay each year before the <i>plan</i> will begin paying any benefits. Three <i>covered persons</i> in the same family must meet the individual <i>calendar year</i> deductible.	1-31
Individual Coinsurance per <i>Calendar Year</i> <i>PPO</i> Non- <i>PPO</i>	 80% 60%	 20% 40%	After the deductible, the coinsurance applies. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.	1-31
Out-of-Pocket Limit per <i>Calendar Year</i> <i>PPO</i> Individual Family Non- <i>PPO</i> Individual Family		 \$2,750 \$5,500 \$5,000 \$10,000	Represents the total paid for the deductible and coinsurance. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums. <i>PPO</i> and Non- <i>PPO</i> family maximums are calculated on a combined dollar basis for all <i>covered persons</i> in the family. No one <i>covered person</i> will incur more than the individual maximum shown. This limit does not apply to benefit specific copays under the <i>plan</i> .	1-31
Pre-Existing Conditions	Regular <i>plan</i> benefits up to \$1,000 per pre-existing condition	The balance	Benefits for conditions existing prior to <i>your enrollment date</i> may be limited during <i>your</i> first 12 months of coverage.	1-47
All <i>covered expenses</i> under the <i>plan</i> are payable at the <i>plan's customary, usual and reasonable limits</i> . The deductible and coinsurance limits shown above apply to all <i>covered expenses</i> unless stated otherwise below.				

Schedule of Benefits – continued

PPO PLAN II MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
Deductible per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family	\$0 \$0 \$0 \$0	\$600 Three <i>covered persons</i> \$600 Three <i>covered persons</i>	The amount <i>you</i> must pay each year before the <i>plan</i> will begin paying any benefits. Three <i>covered persons</i> in the same family must meet the individual <i>calendar year</i> deductible.	1-31
Individual Coinsurance per <i>Calendar Year</i> PPO Non-PPO	80% 60%	20% 40%	After the deductible, the coinsurance applies. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.	1-31
Out-of-Pocket Limit per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family		\$3,000 \$6,000 \$5,300 \$10,600	Represents the total paid for the deductible and coinsurance. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums. <i>PPO</i> and <i>Non-PPO</i> family maximums are calculated on a combined dollar basis for all <i>covered persons</i> in the family. No one <i>covered person</i> will incur more than the individual maximum shown. This limit does not apply to benefit specific copays under the <i>plan</i> .	1-31
Pre-Existing Conditions	Regular <i>plan</i> benefits up to \$1,000 per pre- existing condition	The balance	Benefits for conditions existing prior to <i>your enrollment date</i> may be limited during <i>your</i> first 12 months of coverage.	1-47
All <i>covered expenses</i> under the <i>plan</i> are payable at the <i>plan's</i> customary, usual and reasonable limits. The deductible and coinsurance limits shown above apply to all <i>covered expenses</i> unless stated otherwise below.				

Schedule of Benefits - continued

PPO PLAN III MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
Deductible per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family	\$0 \$0 \$0 \$0	\$1,000 Three <i>covered persons</i> \$1,000 Three <i>covered persons</i>	The amount <i>you</i> must pay each year before the <i>plan</i> will begin paying any benefits. Three <i>covered persons</i> in the same family must meet the individual <i>calendar year</i> deductible.	1-31
Individual Coinsurance per <i>Calendar Year</i> PPO Non-PPO	80% 60%	20% 40%	After the deductible, the coinsurance applies. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.	1-31
Out-of-Pocket Limit per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family		\$3,250 \$6,500 \$5,500 \$11,000	Represents the total paid for the deductible and coinsurance. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums. <i>PPO</i> and <i>Non-PPO</i> family maximums are calculated on a combined dollar basis for all <i>covered persons</i> in the family. No one <i>covered person</i> will incur more than the individual maximum shown. This limit does not apply to benefit specific copays under the <i>plan</i> .	1-31
Pre-Existing Conditions	Regular <i>plan</i> benefits up to \$1,000 per pre- existing condition	The balance	Benefits for conditions existing prior to <i>your enrollment date</i> may be limited during <i>your</i> first 12 months of coverage.	1-47
All <i>covered expenses</i> under the <i>plan</i> are payable at the <i>plan's</i> customary, usual and reasonable limits. The deductible and coinsurance limits shown above apply to all <i>covered expenses</i> unless stated otherwise below.				

Schedule of Benefits - continued

PPO PLAN IV MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
Deductible per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family	\$0 \$0 \$0 \$0	\$1,500 Three <i>covered persons</i> \$1,500 Three <i>covered persons</i>	The amount <i>you</i> must pay each year before the <i>plan</i> will begin paying any benefits. Three <i>covered persons</i> in the same family must meet the individual <i>calendar year</i> deductible.	1-31
Individual Coinsurance per <i>Calendar Year</i> PPO Non-PPO	80% 60%	20% 40%	After the deductible, the coinsurance applies. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.	1-31
Out-of-Pocket Limit per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family		\$3,500 \$7,000 \$6,000 \$12,000	Represents the total paid for the deductible and coinsurance. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums. <i>PPO</i> and <i>Non-PPO</i> family maximums are calculated on a combined dollar basis for all <i>covered persons</i> in the family. No one <i>covered person</i> will incur more than the individual maximum shown. This limit does not apply to benefit specific copays under the <i>plan</i> .	1-31
Pre-Existing Conditions	Regular <i>plan</i> benefits up to \$1,000 per pre-existing condition	The balance	Benefits for conditions existing prior to <i>your enrollment date</i> may be limited during <i>your</i> first 12 months of coverage.	1-47
All <i>covered expenses</i> under the <i>plan</i> are payable at the <i>plan's</i> customary, usual and reasonable limits. The deductible and coinsurance limits shown above apply to all <i>covered expenses</i> unless stated otherwise below.				

Schedule of Benefits - continued

PPO PLAN V MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
Deductible per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family	\$0 \$0 \$0 \$0	\$2,500 Three <i>covered persons</i> \$2,500 Three <i>covered persons</i>	The amount <i>you</i> must pay each year before the <i>plan</i> will begin paying any benefits. Three <i>covered persons</i> in the same family must meet the individual <i>calendar year</i> deductible.	1-31
Individual Coinsurance per <i>Calendar Year</i> PPO Non-PPO	80% 60%	20% 40%	After the deductible, the coinsurance applies. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.	1-31
Out-of-Pocket Limit per <i>Calendar Year</i> PPO Individual Family Non-PPO Individual Family		\$4,000 \$8,000 \$7,000 \$14,000	Represents the total paid for the deductible and coinsurance. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums. <i>PPO</i> and Non- <i>PPO</i> family maximums are calculated on a combined dollar basis for all <i>covered persons</i> in the family. No one <i>covered person</i> will incur more than the individual maximum shown. This limit does not apply to benefit specific copays under the <i>plan</i> .	1-31
Pre-Existing Conditions	Regular <i>plan</i> benefits up to \$1,000 per pre- existing condition	The balance	Benefits for conditions existing prior to <i>your enrollment date</i> may be limited during <i>your</i> first 12 months of coverage.	1-47
All <i>covered expenses</i> under the <i>plan</i> are payable at the <i>plan's</i> customary, usual and reasonable limits. The deductible and coinsurance limits shown above apply to all <i>covered expenses</i> unless stated otherwise below.				

Schedule of Benefits - continued

HIGH DEDUCTIBLE PLAN 15 MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
Deductible per <i>Calendar Year</i> <i>PPO</i> Single Family Non- <i>PPO</i> Single Family	\$0 \$0 \$0 \$0	\$1,500 \$3,000 \$1,500 \$3,000	<p>The amount <i>you</i> must pay each year before the <i>plan</i> will begin paying any benefits.</p> <p><i>PPO</i> and Non-<i>PPO</i> family maximums are on a combined basis.</p> <p>If <i>you</i> elected to cover only yourself, the Single deductible will apply. The <i>plan</i> will not begin paying benefits until this deductible is met.</p> <p>If <i>you</i> elected to cover yourself and one or more <i>dependents</i>, the Family deductible will apply. The Family deductible applies in full to each <i>covered person</i> until it has been satisfied. It may be satisfied by one person or through a combination of family members. The <i>plan</i> will not begin paying benefits for any <i>covered person</i> until the Family deductible is met.</p>	1-31
Individual Coinsurance per <i>Calendar Year</i> <i>PPO</i> Non- <i>PPO</i>	100% 60%	0% 40%	After the deductible, the coinsurance applies. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.	1-31

HIGH DEDUCTIBLE PLAN 15 MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
<p>Out-of-Pocket Limit per <i>Calendar Year</i></p> <p><i>PPO</i> Single Family</p> <p><i>Non-PPO</i> Single Family</p>		<p>\$1,500 \$3,000</p> <p>\$5,500 \$11,000</p>	<p>Represents the total paid for the deductible and coinsurance. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.</p> <p><i>PPO</i> and <i>Non-PPO</i> family maximums are calculated on a combined dollar basis for all <i>covered persons</i> in the family.</p> <p>This limit does not apply to benefit specific copays under the <i>plan</i>.</p> <p>If <i>you</i> elected to cover only yourself, the Single out-of-pocket limit will apply. The <i>plan</i> will not begin paying benefits at 100% until this amount has been met.</p> <p>If <i>you</i> elected to cover yourself and one or more <i>dependents</i>, the Family out-of-pocket limit will apply. The Family out-of-pocket limit applies in full to each <i>covered person</i> until it has been satisfied. It may be satisfied by one person or through a combination of family members. The <i>plan</i> will not begin paying benefits at 100% for any <i>covered person</i> until the Family out-of-pocket limit has been met.</p>	1-31
Pre-Existing Conditions	Regular <i>plan</i> benefits up to \$1,000 per pre-existing condition	The balance	Benefits for conditions existing prior to <i>your enrollment date</i> may be limited during <i>your</i> first 12 months of coverage.	1-47
<p>All <i>covered expenses</i> under the <i>plan</i> are payable at the <i>plan's customary, usual and reasonable limits</i>. The deductible and coinsurance limits shown above apply to all <i>covered expenses</i> unless stated otherwise below.</p>				

Schedule of Benefits - continued

HIGH DEDUCTIBLE PLAN 25 MEDICAL BENEFITS	PLAN PAYS	YOU PAY	BENEFIT SUMMARY	TEXT PAGE
Deductible per <i>Calendar Year</i> <i>PPO</i> Single Family Non- <i>PPO</i> Single Family	 \$0 \$0 \$0 \$0	 \$2,500 \$5,000 \$2,500 \$5,000	The amount <i>you</i> must pay each year before the <i>plan</i> will begin paying any benefits. <i>PPO</i> and Non- <i>PPO</i> family maximums are on an aggregate dollar basis.	1-31
Individual Coinsurance per <i>Calendar Year</i> <i>PPO</i> Non- <i>PPO</i>	 100% 60%	 0% 40%	After the deductible, the coinsurance applies. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums.	1-31
Out-of-Pocket Limit per <i>Calendar Year</i> <i>PPO</i> Individual Family Non- <i>PPO</i> Individual Family		 \$2,500 \$5,000 \$5,500 \$11,000	Represents the total paid for the deductible and coinsurance. After which the <i>plan</i> pays 100% of <i>covered expenses</i> subject to any maximums. <i>PPO</i> and Non- <i>PPO</i> family maximums are calculated on a combined dollar basis for all <i>covered persons</i> in the family. This limit does not apply to benefit specific copays under the <i>plan</i> .	1-31
Pre-Existing Conditions	Regular <i>plan</i> benefits up to \$1,000 per pre- existing condition	The balance	Benefits for conditions existing prior to <i>your enrollment date</i> may be limited during <i>your</i> first 12 months of coverage.	1-47
All <i>covered expenses</i> under the <i>plan</i> are payable at the <i>plan's customary, usual and reasonable limits</i> . The deductible and coinsurance limits shown above apply to all <i>covered expenses</i> unless stated otherwise below.				

Schedule of Benefits - continued

PPO Benefit Provision (applies to all *plan* options)

PPO benefits will be payable for Non-*PPO* provider services **only** if:

1. *You* receive treatment that is a *covered expense* from a *PPO* provider and as a result of that treatment, a *covered expense* is incurred from a Non-*PPO* provider. This includes a facility based physician whose office is located in the *outpatient* department of a Non-*PPO hospital*; or
2. *You* do not have access to a *PPO* provider within 50 miles of *your* place of residence.

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Inpatient Hospital Benefit	Subject to the deductible and coinsurance	Semi-private room and board, intensive care or coronary care and miscellaneous charges.	1-34

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
<p>Qualified Practitioner Office Services Benefit</p> <p>PPO Plan I</p> <p>PPO Plan II</p> <p>PPO Plan III</p> <p>PPO Plan IV</p> <p>PPO Plan V</p> <p>High Deductible Plans 15 & 25</p>	<p><i>PPO</i>: \$25 copay per visit/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$30 copay per visit/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$35 copay per visit/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$40 copay per visit/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$45 copay per visit/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p>Subject to the deductible and coinsurance</p>	<p><i>PPO</i> Plans I, II, III, IV and V: Benefits include office visits, office visit surgery and lab tests received during the office visit. X-rays received during the office visit are not included in the copay. X-rays will be payable as stated in the X-ray benefit.</p> <p>If <i>you</i> are charged for an office visit for the administration of an injection (allergy or any other type of injection), the copay will apply. If <i>you</i> are not charged for an office visit, the copay will be waived.</p> <p>The copay will only apply if <i>you</i> are charged for an actual office visit (i.e. lab test only, the copay does not apply).</p> <p>This copay will apply to all <i>covered expenses</i> listed below, if performed in an office, unless the benefit specifically states that it does not apply.</p>	1-34
<p>Qualified Practitioner Benefits</p>	<p>Subject to the deductible and coinsurance</p>	<p>Inpatient and outpatient <i>hospital</i> visits, surgery and anesthesia.</p>	1-34

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Oral Surgery	Subject to the deductible and coinsurance	<p>Refer to list of covered oral surgeries in text.</p> <p>The Office Visit copay does not apply to this benefit.</p>	1-34
<p>Wellness Benefit - For Covered Persons Age 13 and Older</p> <p>PPO Plan I</p> <p>PPO Plan II</p> <p>PPO Plan III</p>	<p><i>PPO</i>: \$25 copay per visit/100%, up to \$300 paid per <i>calendar year</i></p> <p><i>Non-PPO</i>: 100%, deductible and coinsurance waived, up to \$300 per <i>calendar year</i>.</p> <p><i>PPO</i>: \$30 copay per visit/100%, up to \$300 paid per <i>calendar year</i></p> <p><i>Non-PPO</i>: 100%, deductible and coinsurance waived, up to \$300 per <i>calendar year</i>.</p> <p><i>PPO</i>: \$35 copay per visit/100%, up to \$300 paid per <i>calendar year</i></p> <p><i>Non-PPO</i>: 100%, deductible and coinsurance waived up to \$300 per <i>calendar year</i>.</p>	<p>All Plans Benefits include routine physical exams, well child exams, routine x-ray and laboratory tests, immunizations and routine vision exams.</p> <p>Routine mammograms, PSA tests and endoscopic surgeries (i.e. colonoscopy) are payable as a separate benefit. Please refer to the end of the Schedule of Benefits for information.</p> <p>PPO Plans I, II, III, IV and V Charges for a routine pap smear and related pelvic exam are not applied to either the <i>PPO</i> or <i>Non-PPO</i> \$300 <i>calendar year</i> maximum.</p> <p>The <i>PPO</i> copay only applies to the routine office visit charge. If <i>you</i> receive lab tests that are sent to an independent/outside lab for processing, the <i>PPO</i> copay will also apply. If the only treatment <i>you</i> receive is for routine immunizations and <i>you</i> are not charged for a related routine exam, the copay will be waived.</p>	1-35

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
<p>Wellness Benefit – For Covered Persons Through Age 12</p> <p>PPO Plan I</p> <p>PPO Plan II</p>	<p><i>PPO: 100% for the first \$300 paid per calendar year. Any remaining covered expenses will be payable subject to a \$25 copay per visit/100%, for the remainder of the calendar year</i></p> <p><i>Non-PPO: 100%, deductible and coinsurance waived, up to \$300 per calendar year. Any remaining covered expenses will be payable subject to the coinsurance, deductible waived for the remainder of the calendar year</i></p> <p><i>PPO: 100% for the first \$300 paid per calendar year. Any remaining covered expenses will be payable subject to a \$30 copay per visit/100%, for the remainder of the calendar year</i></p> <p><i>Non-PPO: 100%, deductible and coinsurance waived, up to \$300 per calendar year. Any remaining covered expenses will be payable subject to the coinsurance, deductible waived for the remainder of the calendar year</i></p>	<p>PPO Plans I, II & III, IV & V Charges for a routine pap smear and related pelvic exam are not applied to either the PPO or Non-PPO \$300 calendar year maximum.</p> <p>The PPO copay only applies to the routine office visit charge. If you receive lab tests that are sent to an independent/outside lab for processing, the PPO copay will also apply. If the only treatment you receive is for routine immunizations and you are not charged for a related routine exam, the copay will be waived.</p> <p>All Plans Benefits include routine physical exams, well child exams, routine x-ray and laboratory tests, immunizations and routine vision exams.</p>	<p>1-35</p>

PPO and High Deductible Plans - Revised 7/1/10

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
<p>Wellness Benefit – For Covered Persons Through Age 12 - continued PPO Plan V</p> <p>High Deductible Plans 15 & 25</p>	<p><i>PPO: 100% for the first \$300 paid per calendar year. Any remaining covered expenses will be payable subject to a \$45 copay per visit/100%, for the remainder of the calendar year</i></p> <p><i>Non-PPO: 100%, deductible and coinsurance waived, up to \$300 per calendar year. Any remaining covered expenses will be payable subject to the coinsurance, deductible waived for the remainder of the calendar year</i></p> <p><i>PPO: 100%, deductible and coinsurance waived</i></p> <p><i>Non-PPO: 100% deductible and coinsurance waived, up to \$300 per calendar year</i></p>	<p>High Deductible Plans 15 & 25 Benefits include routine physical exams, well child exams, routine x-ray and laboratory tests, immunizations and routine vision exams.</p>	
<p>Outpatient Hospital Benefit</p>	<p>Subject to the deductible and coinsurance</p>		<p>1-36</p>
<p>Emergency Room Benefit</p>	<p>Subject to the deductible and <i>PPO</i> coinsurance for all plan options</p>	<p>Please refer to the definition section for the <i>plan's</i> definition of an <i>emergency</i>.</p>	<p>1-36</p>

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Urgent Care Center Benefits	Payable based on services received	Services provided by an Urgent Care Center or Walk-In Clinic. Benefits include all <i>covered expenses</i> performed during the visit.	1-36
Ambulatory Surgical Center	Subject to the deductible and coinsurance		1-36
X-ray Benefit	Subject to the deductible and coinsurance	Dental x-rays limited to covered oral surgery or <i>injury</i> .	1-36

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
<p>Laboratory Test Benefit</p> <p>PPO Plan I</p> <p>PPO Plan II</p> <p>PPO Plan III</p> <p>PPO Plan IV</p> <p>PPO Plan V</p> <p>High Deductible Plans 15 & 25</p>	<p><i>PPO</i>: \$25 copay per provider per date of service/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$30 copay per provider per date of service/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$35 copay per provider per date of service/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$40 copay per provider per date of service/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p><i>PPO</i>: \$45 copay per provider per date of service/100%</p> <p>Non-<i>PPO</i>: Subject to the deductible and coinsurance</p> <p>Subject to the deductible and coinsurance</p>	<p>For PPO Plans I, II, III, IV and V, lab tests performed in a <i>qualified practitioner's</i> office are payable as shown above in the <i>Qualified Practitioner Office Services</i> benefit.</p>	<p>1-36</p>
<p>Ambulance Service Benefit</p>	<p>Subject to the deductible and <i>PPO</i> coinsurance</p>	<p>Limited to appropriate transport to and from the nearest facility equipped to treat the <i>sickness</i> or <i>injury</i>.</p>	<p>1-36</p>

PPO and High Deductible Plans - Revised 7/1/10

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Pregnancy Benefit	Subject to the deductible and coinsurance	<p>Covered for <i>employee</i>, spouse and <i>dependent</i> daughter.</p> <p>Only one deductible will apply per pregnancy, even if charges are incurred over the course of two <i>calendar years</i>.</p> <p>For PPO Plans I, II and III, the first office visit to determine pregnancy will be payable as stated in the <i>Qualified Practitioner Office Services</i> benefit.</p> <p>When pre and post-natal care is billed separate of the delivery charge, benefits for services performed in a <i>qualified practitioner's</i> office will be payable as shown above in the <i>Qualified Practitioner Office Services</i> benefit.</p>	1-36
Newborn Benefits	Subject to the deductible and coinsurance	<p>See "Section 3 – Eligibility" for important information on <i>Dependent Coverage</i>.</p> <p>The deductible is waived for a well-newborn's initial <i>hospital</i> stay.</p>	1-36
Birthing Center Benefit	Subject to the deductible and coinsurance		1-37
Convalescent Nursing Home Benefit	Subject to the deductible and coinsurance	Limited to 45 days per <i>calendar year</i> .	1-37
Home Health Care Benefit	Subject to the deductible and coinsurance	100 visits per <i>calendar year</i> , when Home Health Care is in lieu of a covered <i>confinement</i> in a <i>hospital</i> or <i>convalescent nursing home</i> .	1-37

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Hospice Care Benefit	Subject to the deductible and coinsurance	<p>Limited to 365 days per <i>lifetime</i>.</p> <p>Bereavement counseling is limited to \$1,150 paid in the 12-month period following the hospice patient's death.</p> <p><i>Hospice care must be in lieu of a covered confinement in a hospital or convalescent nursing home.</i></p>	1-38
Psychological Disorders, Chemical Dependence and Alcoholism Benefit	<p>Inpatient/ Transitional Subject to the deductible and coinsurance</p> <p>Outpatient Same as the Qualified Practitioner Office Services Benefit</p>		1-40
Other Covered Expenses	Subject to the deductible and coinsurance		1-41
Private Duty Nursing	Subject to the deductible and coinsurance	Limited to \$15,000 paid per <i>lifetime</i> .	1-41

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Chiropractic Care Manipulations and Modalities PPO Plan I PPO Plan II PPO Plan III PPO Plan IV PPO Plan V High Deductible Plans 15 & 25	<i>PPO and Non-PPO:</i> \$25 copay per visit/100% <i>PPO and Non-PPO:</i> \$30 copay per visit/100% <i>PPO and Non-PPO:</i> \$35 copay per visit/100% <i>PPO and Non-PPO:</i> \$40 copay per visit/100% <i>PPO and Non-PPO:</i> \$45 copay per visit/100% Subject to the deductible and <i>PPO</i> coinsurance	For all plans: <ul style="list-style-type: none"> • Limited to one visit per day, up to a maximum benefit paid of \$1,000 per <i>calendar year</i> • Routine or maintenance care is covered • Subject to the <i>customary, usual and reasonable</i> daily maximum • Chiropractic x-rays are payable as stated in the X-ray benefit and not subject to the \$1,000 <i>calendar year</i> maximum. For <i>PPO</i> and <i>Non-PPO</i> Plans I, II & III, IV and V, chiropractic x-rays are not included in the copay. Benefits will be payable subject to the deductible and coinsurance.	1-41

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Diabetic Education Classes PPO Plan I	<i>PPO</i> : \$25 copay per visit/100%		1-41
	Non- <i>PPO</i> : Subject to the deductible and coinsurance		
PPO Plan II	<i>PPO</i> : \$30 copay per visit/100%		
	Non- <i>PPO</i> : Subject to the deductible and coinsurance		
PPO Plan III	<i>PPO</i> : \$35 copay per visit/100%		
	Non- <i>PPO</i> : Subject to the deductible and coinsurance		
PPO Plan IV	<i>PPO</i> : \$40 copay per visit/100%		
	Non- <i>PPO</i> : Subject to the deductible and coinsurance		
PPO Plan V	<i>PPO</i> : \$45 copay per visit/100%		
	Non- <i>PPO</i> : Subject to the deductible and coinsurance		
High Deductible Plans 15 & 25	Subject to the deductible and coinsurance		

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Dialysis	Payable based on services received		1-42
Acupuncture	Payable based on services received	Limited to 30 visits per <i>calendar year</i> .	1-42
Pre-Admission Testing	Payable based on services received	Includes any related x-ray or laboratory tests.	1-42
Organ Transplants	Subject to the deductible and coinsurance	Refer to list of covered transplants in text.	1-42
Routine Mammogram	100%, deductible, coinsurance and copays waived, for all plans and all providers	Please refer to the text for frequency limitations.	1-43

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Wigs Following Cancer Treatment	Subject to the deductible and <i>PPO</i> coinsurance	Limited to one wig per <i>lifetime</i> .	1-44
Limitations and Exclusions	Not Payable	List of exclusions that apply to all <i>covered expenses</i> . A service that is normally covered may be excluded when provided with an excluded item.	1-45

COVERED EXPENSES FOR ALL PLAN OPTIONS	PAYABLE AT	BENEFIT SUMMARY	TEXT PAGE
Prescription Drug Card	<p>PPO Plans I, II, III 100%, after copay</p> <p>PPO Plans IV & V 100%, after copay</p>	<p>PPO Plans I, II & III</p> <p>Retail \$20 copay per generic drug/refill; \$35 copay per formulary brand name drug/refill; \$55 copay per non-formulary brand name product. The copay applies to each 30-day supply.</p> <p>Mail Order \$40 copay per generic drug/refill; \$70 copay per formulary brand name drug/refill; \$110 copay per non-formulary brand name product. The copay applies to each 90-day supply.</p> <p>PPO Plans IV & V</p> <p>Retail \$20 copay per generic drug/refill; \$35 copay per formulary brand name drug/refill; \$55 copay per non-formulary brand name product. The copay applies to each 30-day supply.</p> <p>Mail Order \$40 copay per generic drug/refill; \$70 copay per formulary brand name drug/refill; \$110 copay per non-formulary brand name product. The copay applies to each 90-day supply.</p> <p>High Deductible Plans 15 & 25 Subject to the medical <i>plan</i> deductible and <i>PPO</i> coinsurance.</p> <p>Generic Substitution Program (applies to all plan options) If <i>you</i> receive a brand name drug when a generic substitute is available, <i>you</i> will have to pay the difference between the cost of the brand name drug and the cost of the generic substitute in addition to the applicable copayment.</p>	1-50

PPO NETWORK INFORMATION

PPO networks negotiate contracts with health care providers to provide services at a discounted price. In return, the provider receives a higher volume of patients due to the *plan's* incentives to use *PPO* providers. These contracts establish a fair market value for health care services, which in most cases will reduce *your* costs.

The *trust* has contracted one or more *PPO's* to provide services to this *plan* in the areas it has *employees*. Each *PPO* network consists of physicians, *hospitals* and other medical care providers. The *PPO* that is applicable to *you* is shown on *your* ID card.

Any *plan* limits on access to specialist or emergency care, use of primary care physicians, or pre-authorization of benefits are shown on the Schedule of Benefits.

CONTINUITY OF CARE

Note: This provision is limited to *employees* and their eligible *dependents* who are covered under this *plan* prior to the effective date of this plan (July 1, 2009). It does not apply to new hires or their families with an effective date under this plan of July 1, 2009 or later.

The Continuity of Care provision applies to a *covered person* who was receiving specific treatment from a *PPO* provider prior to July 1, 2009 but due to *PPO* Network changes (if applicable), is now a Non-*PPO* provider. This provision allows a transition period before *you* are required to transfer from a Non-*PPO* provider to a *PPO* provider in order to receive *PPO* benefits for *covered expenses* under this *plan*. Under this provision, *covered expenses* from a Non-*PPO* provider are payable under the *PPO* benefits for a limited period of time, subject to the conditions listed below. This transition period applies only to current treatment for the specific health conditions listed below.

The Transition of Care policy applies to the following clinical conditions only, subject to the stated limitations:

1. Terminal *sickness*, limited to 90 days. Applies to all *covered expenses* received in relation to the terminal *sickness*;
2. Treatment of psychological disorders, chemical dependence and alcoholism, limited to 90 days;
3. Pregnancy, for *covered persons* in their second or third trimester. Limited to services provided through the post-partum follow-up period.

HOW TO FILE A MEDICAL CLAIM

You will receive a *plan* identification (ID) card. It will show *your* name, group number and the effective date of *your* coverage.

Follow the instructions on *your* ID card for filing claims. Be sure each bill shows the group number and participant number found on *your* ID card. The *employee's* name and the patient's name should also be included on each bill.

MISCELLANEOUS MEDICAL CHARGES

Bills for medical items *you* purchased yourself should be sent to the *claims administrator* at least once every three months (quarterly). Make sure each receipt includes: the group number, participant number, *employee* name, patient name, name of prescribing *qualified practitioner* and date purchased.

PAYMENT OF CLAIMS

The *plan* will make direct payment to the service provider. If *you* have paid the bill, please indicate on the original bill "paid by *employee*" and payment will be made to *you*. *You* will receive a written explanation of payment or reason for denial of any portion of a claim. The *plan* reserves the right to request any information required to determine benefits or process a claim. *You* or the service provider will be contacted if additional information is needed to process *your* claim.

CLAIM FILING LIMITS

You must provide the *plan* with written proof of *your* claim. Proof should be provided within 90 days after the date the claim was incurred. *Your* claim will not be denied if it was not reasonably possible to give such proof. However, unless *you* were legally incapacitated during the period, any claim received by the *plan* more than 12 months after the date the claim was incurred will not be covered under the *plan*.

If the *plan* is terminated, written proof of any claims incurred prior to the termination must be given to the *plan* within 90 days of its termination. Any claim received by the *plan* more than 90 days after it is terminated will not be covered under the *plan*.

If the *employer* terminates its participation with the *trust*, claims may be subject to different filing limitations, as found in the Employee Participation Agreement.

MEDICAL BENEFITS

DEDUCTIBLE AND COINSURANCE INFORMATION

Deductible

The deductible applies to each *covered person*, each *calendar year*. Only charges that are a *covered expense* will be used to satisfy the deductible. The amount of the deductible is shown on the Schedule of Benefits.

For the PPO plans only, in certain cases, a *covered expense* may be used toward *your* deductible for this *calendar year* and as a credit to *your* deductible for the next *calendar year*. This will occur when the expense is incurred during the last three months of the *calendar year* and is used to satisfy all or part of the deductible for that year.

Maximum Family Deductible

The maximum deductible per family is shown on the Schedule of Benefits. No further deductibles will be taken during a *calendar year* once this maximum has been met.

Coinsurance

The deductible must be satisfied each *calendar year*. Benefits are then payable at the percentage rate shown on the Schedule of Benefits. Benefits are payable up to any *plan* maximums on a *customary, usual and reasonable* basis.

Out-of-Pocket Limit

The amount *you* must pay is the out-of-pocket limit. The out-of-pocket limit is shown on the Schedule of Benefits. The out-of-pocket limit is made up of the deductible and coinsurance. When the out-of-pocket limit has been met for a *covered person* or family, the *plan* will pay 100% of covered *expenses* for the rest of the *calendar year*. If *you* use *PPO* and *Non-PPO* providers, *PPO covered expenses* will be applied to both out-of-pocket limits. *Your* out-of-pocket expense for a *calendar year* will not exceed the *Non-PPO* limit.

This limit does not apply to:

1. Penalties for failure to comply with the Notice Requirements; or
2. Benefit specific copays under the *plan*.

NOTICE REQUIREMENTS

HOW THE PROGRAM WORKS

When you call UM, you will be asked the following questions:

- | | |
|--|---|
| 1. Group name and number | 6. Patient's address |
| 2. Name of <i>employee</i> | 7. Admitting facility and phone number, if applicable |
| 3. <i>Employee's</i> Social Security # | 8. Physician's name and phone number |
| 4. Name of patient | 9. Reason for admission or treatment |
| 5. Patient's birthday | 10. Admission or treatment date |

Once notice is provided, it is valid for 30 days (excluding pregnancies) from the scheduled date of treatment. A new notice must be made if: you do not receive the treatment within 30 days of the scheduled date; you use a different facility or physician; or you are admitted for a different reason.

NOTICE REQUIREMENTS

You are required to notify UM prior to receiving certain types of health care. The services that require prior notice are listed on the Schedule of Benefits. **If you fail to provide notice as required, benefits may be reduced or denied.**

NOTIFICATION DOES NOT GUARANTEE BENEFIT PAYMENT. BENEFITS ARE SUBJECT TO ALL PLAN PROVISIONS.

NOTICE SECONDARY COVERAGE WAIVER

If this *plan* is secondary to another medical plan that also covers you, notice will not be required.

SECOND OPINION

UM may determine, at its discretion, the need for a second opinion. Benefits for the second opinion will be paid at 100%, after any applicable copay. You may go to a *qualified practitioner* of your choice. The *qualified practitioner* may not be in practice with the practitioner who gave the initial opinion and may not perform the procedure.

CASE MANAGEMENT

Case management services help you use your benefits wisely during periods of treatment due to a serious *sickness* or *injury*. This is done through early identification of the need for case management in UM. Followed by on-going work with you and your provider to plan health care alternatives to meet your needs. The case manager will try to conserve your benefits by making sure that your care is handled as efficiently as possible.

The case management staff at UM consists of licensed, professional nurses. The nurses have years of experience in health care. They know the importance of not intruding in the doctor/patient relationship. By promoting health care alternatives that are acceptable to you, your doctors and your employer, case management helps to control health care costs and use your benefits wisely.

HOSPITAL BILL REVIEW

You should carefully review *your hospital* bill, both inpatient and outpatient. If *you* find any errors such as:

1. Treatment that is billed, but was not received;
2. Incorrect arithmetic;
3. Drugs or supplies that were not received;

you should report them to the provider of service and request a corrected itemized billing. *You* should then submit copies of the original bill, with the errors circled, and the corrected bill to the *claim administrator*. This serves as proof that the provider of service agreed to the corrections. **If *you* are correct, *you* will receive 50% of the errors in the bill, but not more than \$1,250 per bill** (the minimum reward is \$25).

MEDICAL COVERED EXPENSES

INPATIENT HOSPITAL BENEFITS

Charges made for these services furnished during *your hospital confinement* are payable as shown on the Schedule of Benefits:

1. Room and board charges for: average daily semi-private; ward; intensive care; isolation or coronary care. General nursing services for each day of *confinement*. *Hospital* admission kits. Benefits for a private or single-bed room are limited to the charge for a semi-private room in the *hospital*, unless necessary due to *your sickness or injury*.
2. Services and supplies provided for the treatment of *your sickness or injury*. Benefits include services of a radiologist, pathologist and anesthesiologist, when billed directly by the *hospital* or separately.

QUALIFIED PRACTITIONER BENEFITS

Charges for these services of a *qualified practitioner* are payable as shown on the Schedule of Benefits:

1. Home and office visits;
2. Inpatient and outpatient *hospital* visits;
3. Administration of anesthesia;
4. Surgical procedures, including post-operative care.

Benefits are not payable for incidental procedures done during a covered surgery (e.g. the removal of a healthy appendix during abdominal surgery).

Oral Surgery

Charges made for these oral surgeries are payable as shown on the Schedule of Benefits. Benefits include directly related charges for lab tests and x-rays. *Hospital* or *ambulatory surgical center* services are also covered.

1. Biopsy and excision of cysts or tumors of the jaw, treatment of malignant neoplastic disease;
2. Tooth extraction prior to a major organ transplant or radiation therapy to the head or neck;
3. Preventive fluoride treatment prior to an aggressive chemotherapeutic or radiation therapy protocol;
4. Oral surgery necessary for the treatment of cleft lip or palate. *Covered expenses* include the following:
 - a. oral and facial surgery, surgical management and follow-up care by plastic surgeons and oral surgeons,
 - b. prosthetic treatment such as obturators, speech appliances and feeding appliances,
 - c. orthodontic and prosthodontic treatment, if the treatment meets this plan's definition of clinical eligibility for coverage,
 - d. habilitative speech therapy,
 - e. otolaryngology treatment,
 - f. audiological assessments and treatment;
5. Anesthesia and facility charges for dental care in certain circumstances; or

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Oral Surgery - continued

6. Repair of or initial replacement of natural teeth damaged due to *injury*, including dental implants (dental implants including prosthetic devices related to dental implants when the result of an *accident* to a sound natural tooth). To be a *covered expense* under the *plan*, the replacement expense must begin within 6 months and be completed within 24 months of the *injury*. Damage resulting from biting or chewing will not be considered an *injury*.

WELLNESS BENEFIT

Charges for preventive medical services are payable as shown on the Schedule of Benefits. *Covered expenses* include:

1. Routine physical exams;
2. Routine x-ray and laboratory tests. Routine mammograms and PSA tests are payable as stated in the Other Covered Expenses section. If coverage is not available due to frequency or age limits, charges will be considered under the Wellness Benefit;
3. Routine immunizations, including those required for travel;
4. Well child care services, including school and sport exams, subject to the following frequency limitations:
 - a. 5 visits during the time the child is 0-12 months old,
 - b. 2 visits during the time the child is 13-35 months old,
 - c. 3 visits during the time the child is 3-6 years old,
 - d. 3 visits during the time the child is 7-12 years old,
5. Routine vision exams. If *you* have elected Vision Coverage, benefits will be payable under the Vision Benefit first. If *your* vision benefit has been exhausted, charges for a routine vision exam will be payable through the Wellness Benefit, subject to the maximum stated on the Schedule of Benefits;
6. Routine endoscopic surgeries (e.g. colonoscopy) are payable as stated in the Other Covered Expenses section. If coverage is not available due to frequency or age limits, charges will be considered under the Wellness Benefit.

Wellness benefits include treatment provided as a result of a family history of a specific *sickness*.

In addition to the general Limitations and Exclusions of the *plan*, no benefits are payable under this Wellness Benefit for:

1. Medical examinations for *injury* or *sickness*;
2. Medical examinations caused by or related to a pregnancy;
3. Eye examinations for the purpose of prescribing corrective lenses. Please refer to the Other Covered Expenses section for benefit information;
4. Hearing tests; or
5. Any dental examinations.

OUTPATIENT HOSPITAL BENEFIT

Charges for these outpatient *hospital* services are payable as shown on the Schedule of Benefits:

1. Services and supplies provided for the treatment of *your sickness or injury*;
2. Regularly scheduled medical treatments (e.g. kidney dialysis, chemotherapy, inhalation therapy, physical therapy and radiation therapy) when ordered by *your attending qualified practitioner*; and
3. *Emergency* room charges.

URGENT CARE CENTER BENEFIT

Charges for *covered expenses* provided by an *Urgent Care Center* are payable as shown on the Schedule of Benefits.

AMBULATORY SURGICAL CENTER/FREE STANDING SURGICAL FACILITY

Charges made by an *ambulatory surgical center* for use of the facility in performing a covered surgery are payable as shown on the Schedule of Benefits. *Hospital* miscellaneous services provided in the facility are also covered.

X-RAY AND LABORATORY TESTS

Charges for diagnostic x-ray and lab tests are payable as shown on the Schedule of Benefits. A *qualified practitioner* must perform the tests. Tests covered under the Inpatient Hospital Benefit are not covered under this benefit. Dental x-rays are not covered, unless related to a covered *injury* or oral surgery.

AMBULANCE SERVICE BENEFIT

Charges for ground ambulance service to and from a local *hospital* are payable as shown on the Schedule of Benefits. If *you* need care that is not available in a local *hospital*, transport to the nearest *hospital* that can provide the care is covered. If *you* require care that is not available by ground ambulance, air ambulance service to the nearest *hospital* that can provide the care is covered.

PREGNANCY BENEFIT

Charges for pregnancy are payable as shown on the Schedule of Benefits for any covered female person. *Complications of pregnancy* are payable as a *sickness* at the point the complication sets in.

In general, Federal law prohibits group health plans and health insurance issuers from limiting benefits for any *hospital* stay in connection with childbirth to less than 48 hours after a normal vaginal delivery or less than 96 hours after a cesarean section. This law applies equally to the stay of the mother and the stay of the newborn. This law does not generally prohibit the attending provider of the mother or newborn from discharging them, after consulting the mother, at an earlier time than the 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length stay that is not in excess of 48 hours (or 96 hours).

NEWBORN BENEFITS

Please refer to the "Eligibility" section of this booklet for more information on enrolling *your* newborn.

Well-Newborn

Charges for these services for a well-newborn are payable as shown on the Schedule of Benefits: hospital nursery services; circumcision of a male child; routine examination of the newborn child before release from the *hospital*.

Sick-Newborn

Charges for these services for a sick-newborn are payable as shown on the Schedule of Benefits: treatment of *injury* or *sickness*; care and treatment for premature birth; treatment of medically diagnosed birth defects and abnormalities; and surgery to repair or restore normal body functioning. *Covered expenses* do **not** include plastic or cosmetic surgery, **except** surgery for:

1. Reconstruction due to *injury*, infection or other disease of the involved part; or
2. Congenital disease or anomaly that resulted in a functional defect.

BIRTHING CENTER BENEFIT

Charges made by a *birthing center* for services and supplies provided for: prenatal care; delivery of children; and immediate postpartum care are payable as shown on the Schedule of Benefits.

CONVALESCENT NURSING HOME BENEFIT

Charges for room and board and nursing care are payable as shown on the Schedule of Benefits. Benefits for a private or single-bed room are limited to the charge for a semi-private room in the facility.

Limitations

Benefits are only payable for a *confinement* that:

1. Begins within five days of discharge from a *hospital* or prior *convalescent nursing home confinement* of at least seven consecutive days;
2. Is necessary for care of the same *injury* or *sickness* which caused the prior *confinement*; and
3. Occurs while *you* are under the care of the *qualified practitioner* who ordered the *confinement*.

HOME HEALTH CARE BENEFIT

Charges for Home Health Care, as described below, are payable as shown on the Schedule of Benefits. Benefits will not exceed the *customary, usual and reasonable* fee for care in a *convalescent nursing home*.

Each visit to evaluate the need for home health care will be considered one home health care visit. Each visit to develop a plan of home health care will be considered one home health care visit. Each four hour period of home health aide service will be considered one home health care visit. A home health aide visit of four hours or more is considered one visit for every four hours or part thereof.

Home Health Care will **not** be covered unless a *qualified practitioner* certifies that:

1. *Confinement* in a *hospital* or *convalescent nursing home* would be required without the home care;
2. Necessary care is not available from *your family members* or other persons residing with *you*, without causing undue hardship;
3. The home health care services will be provided or coordinated by a state-licensed or *Medicare*-certified *home health care agency* or certified rehabilitation agency.

If *you* were in a *hospital* prior to starting home health care, the home health care plan must also be approved by the primary provider of services during *your hospital* stay.

Home Health Care - continued

A home health care plan may consist of:

1. Part-time home nursing care by or under the supervision of a registered nurse (R.N.);
2. Part-time home health aide services provided under the supervision of a registered nurse (R.N.) or medical social worker. Services must consist solely of caring for the patient;
3. Physical, respiratory, occupational or speech therapy;
4. Medical supplies and drugs prescribed by a *qualified practitioner*. Lab tests by or on behalf of a *hospital*, when necessary under the home care plan;
5. Nutritional counseling provided under the supervision of a registered or State certified dietician, when such services are necessary as part of the home care plan; and
6. An evaluation of home health care needs. The development of a home health care plan. This service may be done by an R.N., physician assistant or medical social worker.

HOSPICE CARE BENEFIT

Charges for these *hospice care* services are payable as shown on the Schedule of Benefits. *Hospice care* must be in lieu of a covered *hospital* or *convalescent nursing home confinement*.

1. Room and board;
2. Part-time nursing care by or supervised by a registered nurse (R.N.);
3. Counseling by a licensed clinical social worker. Counseling by a pastoral counselor. Benefits are provided for the hospice patient and immediate family;
4. Bereavement counseling by a licensed clinical social worker. Bereavement counseling by a pastoral counselor. Benefits are payable up to the maximum state on the Schedule of Benefits in the 12-month period following the hospice patient's death;
5. Medical social services provided to *you* or *your* immediate family. Services include:
 - a. assessment of social, emotional and medical needs, and the home and family situation, and
 - b. identification of the community resources available and assisting in obtaining those resources;
6. Dietary counseling;
7. Consultation and case management services;
8. Physical or occupational therapy;
9. Part-time home health aide service; and
10. Medical supplies, drugs and medicines prescribed by a *qualified practitioner*.

Limitations

Hospice care must be furnished in a *hospice facility* or by a *hospice care agency* in *your* home. A *qualified practitioner* must certify that *you* are terminally ill with a life expectancy of six months or less. For *hospice care* only, *your* immediate family is *your* parent, spouse and *dependent* children.

Hospice care benefits do **not** include: private or special nursing services; a *confinement* not required for pain control or other acute chronic symptom management; funeral arrangements; or financial or legal counseling including estate planning or drafting of a will.

Hospice care benefits do **not** include homemaker or caretaker services; sitter or companion services; house cleaning or household maintenance; services by volunteers or persons who do not regularly charge for their services; or services by a licensed pastoral counselor to a member of his congregation.

PSYCHOLOGICAL DISORDERS, CHEMICAL DEPENDENCE AND ALCOHOLISM BENEFIT

Inpatient and Transitional Treatment Benefits

Charges for inpatient treatment are payable as shown on the Schedule of Benefits. Charges for a transitional treatment program are payable as shown on the Schedule of Benefits.

Transitional treatment means treatment that is provided in a less restrictive manner than inpatient treatment, but in a more intensive manner than outpatient treatment.

Transitional treatment includes the following services or programs when approved by the Department of Health and Social Services: adult day treatment programs; child and adolescent day treatment programs; services for the chronically psychologically ill provided by a community support program; services for alcohol and chemical dependence provided by a residential treatment program; and services for alcoholism and other chemical dependence provided in a day treatment program. Transitional treatment also includes services in intensive outpatient programs provided in accordance with the Patient Placement Criteria for the Treatment of Psychoactive Substance Use Disorders of the American Society of Addiction Medicine.

Outpatient Benefits

Charges for outpatient treatment are payable as shown on the Schedule of Benefits. Outpatient Benefits include related expenses for diagnostic lab tests and psychological testing. Prescription drugs are payable under the Prescription Drug Benefit.

Limitations

Benefits do **not** include: 1. Treatment of nicotine habit or addiction; 2. Treatment of being overweight or obese; 3. Marriage counseling; or 4. Court ordered examinations or counseling.

Covered expenses are applied to the out-of-pocket limit shown on the Schedule of Benefits.

OTHER COVERED EXPENSES

These other *covered expenses* are payable as shown on the Schedule of Benefits:

1. Private duty services of a registered nurse (R.N.) for outpatient nursing care. Private duty services of a licensed practical nurse (L.P.N.) for outpatient nursing care. Care must be ordered by *your* attending *qualified practitioner*.
2. Blood and blood plasma that is **not** replaced by donation. Blood and blood products including blood extracts or derivatives.
3. Prosthetic devices to replace lost natural limbs and eyes. Replacement devices and repair expenses are covered. Maintenance expenses are not covered.
4. Special supplies when prescribed by *your* attending *qualified practitioner* and necessary for the continuing treatment of a *sickness* or *injury*:
 - a. catheters,
 - b. colostomy bags, belts and rings,
 - c. flotation pads,
 - d. needles and syringes,
 - e. custom molded orthotic devices if prescribed by a *qualified practitioner* other than a chiropractor (if prescribed by a chiropractor, will not be a *covered expense*),
 - f. casts, splints, surgical dressings, trusses, braces and crutches,
 - g. oxygen and other gases,
 - h. initial contact lenses or eyeglasses following cataract surgery.
5. Rental of durable medical equipment or purchase of such equipment when approved by the *plan* (e.g. wheelchair, *hospital* bed). The equipment must be needed for therapeutic treatment and not be mainly hygienic, custodial or educational in nature. It must be able to withstand repeated use. It must be primarily and normally used to serve a medical purpose. It must not be generally useful to a person except for the treatment of an *injury* or *sickness*. Repair expenses are not covered, unless the equipment has been purchased. Maintenance expenses are not covered. Convenience items, as determined by the *plan*, are not covered. Unless approved by the *plan* benefits for the rental of durable medical equipment will not exceed the cost to purchase the item.
6. Mechanical medical devices placed in the body to aid the function of a body organ (e.g. pacemaker, artificial larynx, artificial hip).
7. Chiropractic care for the treatment of an *injury* or *sickness*. Routine or maintenance chiropractic care is *covered expense*. Massage therapy received from a licensed chiropractor or physical therapist will be a *covered expense*, subject to the chiropractic care maximums as stated on the Schedule of Benefits.
8. Installation and use of an insulin infusion pump. Other equipment and supplies used in the treatment of diabetes, when not covered by the Prescription Drug Card. Diabetic self-management education programs, limited to two visits per *lifetime*. Nutritional counseling is limited to once per *lifetime*.
9. Elective sterilization, vasectomy and tubal ligation. Covered for *employees* and *dependent* spouses only.
10. Treatment by a licensed: physical therapist; speech therapist; respiratory therapist; or occupational therapist; biofeedback. All treatment must be to restore loss or correct impairment due to an *injury* or *sickness*, except as specifically stated otherwise on the Schedule of Benefits. Speech therapy for stuttering, lispings or delayed speech is not covered.

Other Covered Expenses - continued

11. Outpatient cardiac rehabilitation, following myocardial infraction or cardiac revascularization procedure. This benefit is an extension of the treatment for an *inpatient* episode and must begin within two months of discharge from the acute care facility.
12. Radiation therapy and chemotherapy.
13. Dialysis.
14. Professional services for the treatment of acupuncture/acupressure performed by a *qualified practitioner* or certified acupuncturist/acupressurist, for the relief of pain. Eligible diagnoses include
 - a. pain from surgical procedures,
 - b. pain from injuries that involve strains or sprains of muscles, ligaments or tendons of any body part.Ineligible diagnoses include but are not limited to:
 - a. Hepatitis,
 - b. flu,
 - c. allergies,
 - d. weight loss,
 - e. smoking cessation,
 - f. internal pain, or
 - g. any other general *sickness*.
15. Pre-admission testing.
16. Tissue transplants (e.g. arteries or veins, corneas, heart valves, skin) placed in the body to aid the function of a body organ or replace tissue lost due to *sickness* or *injury*.
17. These human organ or tissue transplants. The transplant must be provided from a human donor to a living human recipient:
 - a. bone marrow transplants;
 - b. heart transplants;
 - c. heart lung transplants (combined procedures);
 - d. kidney transplants;
 - e. liver transplants;
 - f. lung transplants;
 - g. pancreas transplants;
 - h. pancreas kidney transplants (combined procedures);
 - i. small bowel transplants; and
 - j. small bowel liver transplants (combined procedures).

When both the recipient and donor are covered by this *plan*, each is entitled to benefits.

When only the recipient is covered by the *plan*, both the donor and the recipient are entitled to benefits. The donor's benefits are limited to those not available to the donor from any other source. Another source includes, but is not limited to, any insurance coverage or any government program. Benefits for the donor are charged against the recipient's coverage under the *plan*.

Other Covered Expenses - continued

When only the donor is covered by the *plan*, the donor is entitled to benefits. The benefits are limited to only those not available to the donor from any other source. Another source includes, but is not limited to, any insurance coverage or any governmental program. No benefits are provided to the non-covered transplant recipient.

If any organ or tissue is sold rather than donated, no benefits are payable for the purchase or removal of such organ or tissue. Other costs related to the evaluation and procurement are covered for a recipient who is covered under this *plan*.

18. When reconstructive surgery is elected after a mastectomy, the following services will also be covered:

- a. reconstruction of the breast that was removed,
- b. surgery and reconstruction of the other breast to produce a symmetrical appearance,
- c. prostheses to replace the breast that was removed, and
- d. any physical complications resulting from all stages of the mastectomy, including lymphedemas (swelling associated with the removal of lymph nodes).

Benefits must have been payable for the mastectomy and these services must be part of the ongoing treatment of that mastectomy to be covered under the *plan*.

19. Surgical and non-surgical treatment of any jaw joint problem, including but not limited to appliances and therapy. Jaw joint problems include: temporomandibular joint disorder (TMJ); craniomaxillary or craniomandibular disorders; other conditions of the joint linking the jawbone and skull; conditions of the facial muscles used in expression or mastication; and symptoms thereof including headaches. *Covered expenses* do not include orthodontic services or treatment.

20. Routine mammograms for any female *covered person*, subject to the following frequency limitations:

- a. a baseline age 35-39,
- b. one every two *calendar years* age 40-49,
- c. one per *calendar year* age 50 and older.

Routine mammograms that do not fall within the stated frequency guidelines will be considered under the *plan's* Wellness Benefit.

21. Prostate cancer screening, to include a PSA test and digital rectal exam, for any male *covered person*, subject to the following frequency limitations:

- a. once per *calendar year* age 50 and older, or
- b. once per *calendar year* beginning at age 40 if considered by *your qualified practitioner* to be at high risk for developing prostate cancer.

PSA tests that do not fall within the stated frequency guidelines will be considered under the *plan's* Wellness Benefit.

22. Routine endoscopic surgery (i.e. colonoscopy), for *covered persons* age 50 and older. Limited to once per five *calendar year* period. Routine endoscopic surgeries that do not fall within the stated frequency guidelines will be considered under the *plan's* Wellness Benefit.

23. Elective abortions performed by any means including surgical and pharmaceutical methods.

Comment [t1]: Amendment #2

24. Treatment of sexual dysfunction. Benefits will be payable based on service received.

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Other Covered Expenses - continued

25. Phenylketonuria (PKU) testing and treatment (including food). Testing for Phenylketonuria (PKU) is covered to prevent the development of serious physical or mental disabilities or to promote normal development or function as a consequence of PKU enzyme deficiency. Medical foods, for the purpose of this benefit, refer exclusively to prescription metabolic formulas and their modular counterparts, obtained through a pharmacy. Medical foods are specifically designated and manufactured for the treatment of Inherited Enzymatic Disorders caused by Single Gene Defects.

Coverage for Inherited Enzymatic Disorders caused by Single Gene Defects include, but are not limited to the following diagnosed conditions: Phenylketonuria, Maternal Phenylketonuria, Maple Syrup Urine Disease, Tyrosinemia, Homocystinuria, Histidinemia, Urea Cycle Disorders, Hyperlysinemia, Glutaric Acidemias, Methylmalonic Acidemia and Propionic Acidemia. Covered care and treatment of such conditions shall include, to the extent of clinical eligibility for coverage, medical foods for home use for which a qualified practitioner has issued a written, oral or electronic prescription.

The maximum age to receive this benefit for Phenylketonuria is 21 years of age; except that the maximum age to receive this benefit for Phenylketonuria for women who are child-bearing age is 35 years of age.

26. Sleep studies.
27. Birth control implants, injections and devices. Includes any related *qualified practitioner* charges. Benefits will be payable based on services received.
28. Cochlear implants, for profoundly hearing impaired *covered persons* who are not benefited from conventional amplification (hearing aids). Coverage is provided for *covered persons* who are at least 18 months of age, who have profound bilateral sensory hearing loss or for prelingual *covered persons* with minimal speech perception under the best hearing aided condition. Includes services needed to support the mapping and functional assessment of the cochlear device. Benefits will be payable based on services received.
29. Anesthesia and associated *qualified treatment facility* charges for covered *dependent* children, when necessary because the *dependent* child:
- has a physical, mental or medically compromising condition,
 - has dental needs for which local anesthesia is ineffective because of acute infection, anatomic variations or allergy,
 - is an extremely uncooperative, unmanageable, anxious or uncommunicative child or adolescent with dental needs deemed sufficiently important that dental care cannot be deferred,
 - has sustained extensive oral-facial and dental trauma,
 - Nitrous oxide will only be covered for *dependent* children under age six.

Benefits will be payable based on services received.

31. Charges for services and supplies for infertility evaluation and surgical procedures to correct documented physiological abnormalities of the reproductive system.
32. Wigs, following cancer treatment. Limited to one per *lifetime*.

LIMITATIONS AND EXCLUSIONS

This *plan* does **not** provide benefits for:

ALTERNATIVE TREATMENTS

1. Any charge for **alternative medical treatments**. Treatments include but are not limited to: holistic medicine, ayurveda and ayurvedic nutrition, craniosacral therapy, yoga, homeopathy, movement therapy, naturopathy, tai chi chuan, visualization sessions and other programs with an objective to provide complete personal fulfillment or harmony, chelation (metallic ion therapy) except in the treatment of heavy metal poisoning, rolfing, reiki, reflexology, therapeutic touch, colon therapy, herbal therapy, vitamin therapy, and hypnotherapy;
2. **Acupuncture**, except as specifically stated otherwise;
3. **Mechanotherapy** or other forms of passive motion therapy, unless specifically approved by the *plan*;
4. **Athletic training** or rehabilitation services; or
5. **Vertebral Axial Decompression (VAX-D)**.

DENTAL

1. **Dental care** or treatment to the teeth, nerves and roots of the teeth, gums or other gingival tissues, or the supporting structures of the teeth (alveolar processes), except as stated; or
2. **Dental implantology** techniques, including prosthetic devices related to such techniques, except as specifically stated otherwise; (please refer to the Dental Booklet for benefit information).

DRUGS

1. **Birth control drugs**, biologicals and patches. Benefits may be available through the Prescription Drug Card;
2. Drugs, food or nutritional supplements, or medical or other supplies that are **available without the written prescription of a qualified practitioner (OTC - over the counter)**. OTC items specifically stated in this plan as a *covered expense* will be covered. When OTC items are provided as a necessary part of a covered expense incurred in a *qualified practitioner's* office, *hospital* or other facility it will be covered. This exclusion does not apply to the extent any of these is the only available source of nutrition; or
3. Charges for **prescription drugs**, except when not covered by the Prescription Drug Card and not excluded under any other provision of this *plan*.

EXPERIMENTAL OR UNPROVEN SERVICES

1. Any **drug which is not approved for marketing by United States Food and Drug Administration (FDA)** by issuance of a New Drug Application or other form of formal approval. This includes new drugs which have reached a Phase 3 clinical testing for the treatment of HIV;

Limitations and Exclusions – continued

2. Any medical procedure that on the date performed is consistent with an **experimental or investigative** protocol. Such protocol will be determined by the rules of the United States Department of Health and Human Services and its Agencies, Bureaus, Institutes and Divisions;
3. Any **medical procedure or drug that is approved for use, but is not used for the specific indication that led to its approval** unless the *plan* determines the use to be appropriate based on generally accepted medical practice; or
4. Any **medical procedure or drug that does not have scientific evidence that permits conclusions as to its effect** on health outcomes. Scientific evidence is only evidence that is obtained from well designed and soundly conducted studies. Such studies must have been published in recognized peer review journals. The study must show a measurable effect on health outcomes that can be duplicated outside of the study's setting. Decisions to cover, or exclude, a treatment will be based on the conclusions of prevailing medical research.

If *you* have a life threatening condition (e.g. likely to cause death within one year), the *plan* may provide coverage for a treatment that would otherwise be excluded under this provision. The *plan* reserves sole discretion to make this determination. Such coverage will only be approved if a treatment is provided under a specific research protocol that meets standards equal to those of the National Institutes of Health and has shown promise in limited use.

PHYSICAL APPEARANCE

1. **Plastic or cosmetic surgery**, including any services or supplies related to, resulting from complications of or for reversal of cosmetic surgery. Reconstructive surgery due to *injury*, infection or other disease of the involved part is a *covered expense* when the need for such surgery is not the result of or a complication of a prior cosmetic procedure;
2. Any charges for, relating to or resulting from **sex change operations**;
3. Treatment of a **congenital disease or anomaly**, except to correct a functional defect;
4. Any treatment or services for **weight control or reduction**. Treatment includes, but is not limited to: nutritional supplements (except as specifically stated otherwise); dietary or nutritional counseling; individual or behavior modification therapy; body composition or underwater weighing procedures; exercise therapy; weight control or reduction programs;
5. Any treatment of **obesity** or **morbid obesity** including, but not limited to surgery (e.g. stomach stapling, gastric bubble, intestinal or stomach bypass or suction lipectomy);
6. **Wigs** or artificial hairpieces, except as specifically stated otherwise;
7. Any treatment of **gynecomastia** (enlargement of the breast tissue in males); or
8. Any treatment of **hyperhidrosis** (excessive sweating).

PRE-EXISTING CONDITIONS

1. **Pre-existing conditions.** A sickness or *injury* is pre-existing if *you* received treatment or drugs for it during the 90-day period immediately prior to *your enrollment date*. Treatment includes initial diagnosis of the condition. The first \$1,000 of *covered expenses* incurred for each pre-existing condition *you* have will be payable under the *plan*, subject to regular *plan* benefits. Pre-existing conditions in excess of \$1,000 per condition will be covered after the end of a period of:
 - a. 12 months from *your enrollment date*, if *you* are not a *late applicant*, or
 - b. 12 months from *your enrollment date*, if *you* are a *late applicant*.

Pre-Existing Condition Exceptions

The exclusion will not apply:

- a. to any *covered expenses* due to pregnancy,
- b. to a newborn *dependent* child. Such child must be enrolled for coverage within 30 days of the date of birth. A child that is provided coverage under the Mother's plan of benefits will be considered to be enrolled as of the date of birth,
- c. to a *dependent* child that is adopted or placed for adoption prior to their 18th birthday. Such child must be enrolled for coverage within 30 days of the adoption or placement, and
- d. to any condition that has not been diagnosed by a *qualified practitioner*, but has been indicated by genetic testing.

Pre-Existing Condition Credit

Credit will be given under the pre-existing condition limitation, for all benefits, to the extent of *your* continuous coverage, without a lapse of more than 63 days. Coverage under any of the following plans is creditable: a. a group health plan; b. group, individual or other form of health insurance; c. Medicare (Part A, B or C); d. Medicaid; e. the Active Military Health Program or TRICARE; f. a medical program of the Indian Health Service or of a tribal organization; g. a State sponsored health benefits risk sharing pool; h. the Federal Employees Health Plan; i. a Peace Corp. Health Program; j. a public health plan that provides health coverage by insurance or other means including any plan established by the U.S. government, a State, a foreign country, or any political subdivision thereof; k. a State Children's Health Insurance Program (CHIPS).

When *you* have coverage under a plan, *you* have the right to request written proof of that coverage at any time. When *your* coverage under a plan ends, *you* will be given written proof of coverage under that plan. It is *your* responsibility to provide this *plan* with this proof of coverage. If *your* prior plan did not provide *you* with proof of *your* coverage, this *plan* will assist *you* in providing proof of coverage by other means. Upon receiving proof of *your* prior coverage, *you* will be notified if there is any remaining pre-existing condition limit that may be applied.

PROVIDERS

1. Any service or supply:
 - a. provided while *you* are **not under the regular care of a qualified practitioner**,
 - b. **not authorized or prescribed by a qualified practitioner**,
 - c. authorized or prescribed by a *qualified practitioner*, but **excluded under this plan**;
2. Services provided by a **person who ordinarily resides in your home** or who is a *family member*;

Limitations and Exclusions – continued

3. **Telephone, computer or Internet consultations** between *you* and any provider. Completion of claim forms or forms necessary for *your* return to work or school. Any appointment *you* did not attend;
4. **Private duty nursing** while in a *hospital* or other *qualified treatment facility*;
5. Charges for a **standby surgical team**, unless surgery is actually performed;
6. **Professional component charges in relation to an automated test** or procedure; or
7. **After hour charges in relation to a service performed during normal operating hours** for the provider.

REPRODUCTION

Comment [t2]: Amendment #2 - added exclusion for abortion

1. Charges for **donor semen for artificial insemination, in vitro fertilization, in vivo fertilization**, embryo transport procedures, injectable substances, medications used to correct physiological abnormalities or to stimulate the individual's natural reproductive system, supplies, procedures **and all other associated expenses related to infertility**;
2. Treatment, services or supplies for a **surrogate mother** or any pregnancy resulting from *your* service as a surrogate mother only if the surrogate mother is not a *covered person* under this *plan*;
3. **Genetic testing or counseling**, unless used to treat the *sickness* or *injury* of a *covered person* or used in the treatment of a high risk pregnancy; or
4. The **reversal of voluntary sterilization** procedures.

ROUTINE AND GENERAL HEALTH

1. **Vision therapy** (orthoptics), corneal refractive therapy, radial keratotomy or keratoplasty to correct refractive disorders, eyeglasses, hearing aids (does not include cochlear implants) or the fitting or repair of any hearing aid or eyeglasses. The initial purchase of eyeglasses or contact lenses after a cataract surgery is a *covered expense*;
2. **Health check-ups or routine exams and immunizations**; prophylactic surgery to prevent a *sickness* that has not occurred yet; or third party exams, including, but not limited to premarital tests or examinations; exams directed or requested by a court of law; routine physical exams for occupation, employment, school, or the purchase of insurance; unless specifically stated as a *covered expense*; or
3. Treatment programs, services or supplies having to do with the **cessation of tobacco usage** or nicotine addiction.

SERVICES UNDER ANOTHER PLAN

1. Any *injury* or *sickness* arising from or sustained in the course of any occupation or employment for pay, profit or gain. This will only apply when benefits are available or payable under any **Workers' Compensation** or Occupational Disease Act or Law, regardless of whether a claim was filed for such benefits;
2. Any service or supply for which **no charge is made**, or for which *you* would not be required to pay if *you* did not have this coverage;

PPO and High Deductible Plans - Revised 7/1/10

Limitations and Exclusions – continued

3. Any charges that **would have been paid by your primary plan** had you complied with all of the pre-certification requirements of that plan;
4. Any service or supply provided by or **payable under any plan or law of any government** or any political subdivision (this does not include *Medicare* or *Medicaid*); or
5. Any service or supply provided in the care of any service related *injury* or *sickness* (past or present) **if you are in a hospital or facility owned or operated by the United States Government** or any of its agencies.

OTHER

1. Charges **in excess of the customary, usual and reasonable charge** for the service or supply;
2. Any service or supply that does **not** meet the *plan's guidelines for clinical eligibility for coverage*;
3. *Custodial care*;
4. Any medical expense incurred **after the date your coverage under the plan terminates**, except as specifically described;
5. Charges incurred **outside the United States** if you traveled to such location to obtain the service, drug or supply;
6. Any medical expense due to commission or attempt to commit a **civil or criminal battery or felony**;
7. Any loss caused or contributed to by:
 - a. **war or any act of war**, whether declared or not, or
 - b. any act of international armed conflict, or any conflict involving armed forces of any international authority;
8. **Educational testing or training or recreational therapy**;
9. Services or treatment for **behavioral problems, learning disabilities, developmental delays**, or other *medical conditions* that do not constitute a distinct medical diagnosis, except as specifically stated otherwise for speech therapy;
10. Any human organ or tissue transplant except as stated. Any **non-human organ transplant**. Any artificial organ transplant;
11. Any treatment that is provided to **enhance the life style of a person without treating a sickness or injury**;
12. Any service or supply that is provided in connection with or to comply with: **a court order; an involuntary commitment; a police detention**; or other similar arrangement;
13. Charges received from a **residential treatment facility**, unless the *plan* determines that a residential treatment facility is the best setting for you to receive treatment; or
14. Any service or supply provided in connection with or **as a result of any service or supply that is not a covered expense**.

PRESCRIPTION DRUG CARD

A directory of participating pharmacies is available on the Drug Card's web site. *You* can also find a participating pharmacy by calling the Drug Card's customer service number on *your* ID card.

Covered Drugs

Your Drug Card provides coverage for most commonly used drugs that are Federal Legend Drugs. Federal Legend Drugs are drugs that require a label stating, "Caution: Federal law prohibits dispensing without a prescription." *You, your* pharmacist or the prescribing physician can verify coverage for a drug by contacting the Drug Card service at the number on *your* ID card or on their website. If *you* are unable to access the Drug Card's web site, *you* can determine if a drug is covered by contacting the Drug Card's customer service.

How To Use The Prescription Drug Card

Present the ID Card and the prescription to a participating pharmacy. Then sign the pharmacist's voucher and pay the pharmacist the copay shown on the Schedule of Benefits.

If *you* are without *your* ID Card or at a non-participating pharmacy, *you* may be required to pay for the prescription and submit a claim to the Drug Card service. Claim forms are available from *your employer*, online at the Drug Card's website, or by contacting the Drug Card's customer service.

Mail Order Drug Service

If *you* are using an on going prescription drug, *you* may purchase that drug the Drug Card's mail service pharmacy. Most drugs covered by the Drug Card may also be purchased by mail order. The mail order drug service is most often used to purchase drugs that treat an on going medical condition and are taken on a regular basis.

The copay for mail order prescriptions is shown on the Schedule of Benefits.

Mail order prescriptions should be sent to the Drug Card mail service pharmacy. Order forms are available at the Drug Card's web site, from the Drug Card's customer service, or from *your employer*. All prescriptions will be mailed directly to *your* home or chosen delivery address.

Formulary Program

This *plan* uses a formulary program to help reduce drug costs and ensure quality. The formulary is a list of preferred brand name drugs. The list of preferred brand name drugs is available at the Drug Card's website or from the Drug Card's customer service. Please present it to *your qualified practitioner* when drugs are being prescribed for *you*. The *plan* encourages *you* to use the formulary whenever possible.

Use of the formulary is on a voluntary basis. However, drugs that are not on the formulary may have higher copays or be excluded, as shown on the Schedule of Benefits.

SECTION 2 DEFINITIONS

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DEFINITIONS

Certain words and phrases used in this Summary Plan Description are defined below as an explanation of how the terms are used in the *plan*. Defined words appear in *italic* throughout the *plan*.

Accident

A happening by chance and without intention or design. A happening, which is unforeseen, unexpected and unusual at the time it occurs.

Actively at Work

Performing on a regular, full-time basis all normal employment duties for at least 20 hours per week. Duties may be at the *employer's* business or another location if *you* are required to travel on the job. *You* will be *actively at work* on each day of paid vacation if *you* were *actively at work* on *your* last regular working day. *You* will be *actively at work* on each non-working holiday if *you* were *actively at work* on *your* last regular working day.

Ambulatory Surgical Center

A distinct facility whose business purpose is to provide surgical services on an outpatient basis. The facility must be duly licensed by the state in which it is located. It may not provide accommodations for patients to stay over night.

Amendment

A written document that changes the provisions of the *plan*. It must be duly authorized and signed by the *plan administrator*.

Birthing Center

A licensed facility which: 1. Provides prenatal care, delivery and immediate postpartum care, and care of a child born at the *birthing center*; 2. Is directed by a *qualified practitioner* specializing in obstetrics and gynecology; 3. Has a *qualified practitioner* or certified nurse midwife present at all births and during the immediate postpartum period; 4. Extends staff privileges to *qualified practitioners* who practice obstetrics and gynecology in the area; 5. Has at least two beds or birthing rooms for use by patients during labor and delivery; 6. Provides full-time skilled nursing services (directed by a R.N. or certified nurse midwife) in the delivery and recovery rooms; 7. Provides diagnostic x-ray and laboratory services for the mother and newborn; 8. Has the capacity to administer a local anesthetic and perform minor surgery (including episiotomy and repair of perineal tear); 9. Is equipped and staffed to handle medical emergencies and provide immediate life support measures; 10. Accepts only patients with low risk pregnancies; 11. Has a written agreement with an area *hospital* for *emergency* transfer of patients and ensures its staff is aware of the procedure; 12. Provides an ongoing quality assurance program; and 13. Keeps a medical record for each patient.

Board of Trustees

The *Board of Trustees* established by the *Trust Agreement*.

Calendar Year

A 12 month period of time that starts on January 1 and ends on December 31.

Claims Administrator

The person or firm employed by the *plan administrator* to provide clerical services to the *plan*. Clerical services include the processing of claims. If a *claims administrator* is not employed by the *plan administrator*, *claims administrator* will mean the *employer*.

Definitions - continued

Clinical Eligibility for Coverage

Services required to diagnose or treat an *injury* or *sickness*. Services must be known to be safe, effective and appropriate by most *qualified practitioners* who are licensed to treat that *injury* or *sickness*. Services must be performed safely at the appropriate level of care or services, and in the least costly setting required by the *injury* or *sickness*. Services must not be provided primarily for the convenience of: the patient; the patient's family; or the *qualified practitioner*.

Complications of Pregnancy

1. *Medical conditions* that are distinct from pregnancy, but adversely affected by pregnancy or caused by pregnancy. Such conditions include acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, puerperal infection, toxemia, eclampsia and missed abortion;
2. A non-elective cesarean section surgical procedure;
3. A terminated ectopic pregnancy; or
4. A spontaneous termination of pregnancy that occurs during a gestation in which a viable birth is not possible.

Complications of pregnancy does not mean: false labor; occasional spotting; prescribed rest during the pregnancy; or similar conditions associated with the management of a difficult pregnancy, but not constituting a distinct medical diagnosis.

Confinement

Being a resident patient in a *hospital* for at least 15 consecutive hours per day. Being a resident bed patient in a *convalescent nursing home* or other *qualified treatment facility* 24 hours a day. Successive *confinements* are considered one if:

1. Due to the same *injury* or *sickness*; and
2. Separated by fewer than 30 consecutive days when *you* are not confined.

Convalescent Nursing Home (Skilled Nursing Facility or Extended Care Facility)

A facility, or distinct part thereof, that is duly licensed where it is located. It must maintain and provide:

1. Full-time bed care facilities for resident patients;
2. A *qualified practitioner's* services available at all times;
3. A registered nurse (R.N.) or *qualified practitioner* in charge and on full-time duty. With one or more registered nurses (R.N.'s) or licensed vocational or practical nurses on full-time duty;
4. A daily record for each patient; and
5. Continuous skilled nursing care during convalescence from *sickness* or *injury*.

A *convalescent nursing home* is not, except by incident, a rest home, a home for care of the aged, or engaged in the care and treatment of drug addicts or alcoholics.

Covered Expense

Expense not excluded by the *plan* that is incurred by *you* or *your* covered *dependents* due to an *injury* or *sickness*. Expenses must be incurred while *you* are covered for that benefit under this *plan*.

PPO and High Deductible Plans - Revised 7/1/10

Definitions - continued

Covered Person

The *employee* or any *dependent*, when *you* are properly enrolled in the *plan*.

Custodial Care

Care to assist in the activities of daily living. Care that is not likely to improve *your sickness* or *injury*.

Customary, Usual and Reasonable

For Non-*PPO* Providers, the lesser of the fee most often charged by the provider or the maximum allowable fee as determined by the *plan*. The maximum allowable fee is set by comparing the service to a national database of fees. The database is adjusted to the locality where the service was performed.

1. If more than one surgery is performed during an operative session, the *covered expense* will be limited. The *customary, usual and reasonable* (CU&R) fee for the primary surgical procedure will be payable. 50% of the CU&R fee for the secondary procedure will be payable. 50% of the CU&R fee for the third and following procedures will be payable.
2. The CU&R fee for an assistant surgeon or physician's assistant is based on the CU&R fee for the primary surgeon as follows: 16% for an assistant surgeon; and 14% for a physician's assistant.

In the case of a *PPO* Provider, it will mean the negotiated *PPO* discount rate for the service or procedure.

Dependent

1. A covered *employee's* lawful spouse, as defined in the State where *you* reside, provided that:
 - a. the spouse is not legally separated from the *employee*, and
 - b. the *employee* is eligible to claim a marital status of married on their current Federal Income Tax Return as a result;
2. A covered *employee's* unmarried: natural born, blood related child; step-child; foster child; legally adopted child; child placed in the *employee's* legal guardianship by court order; or a child placed with the *employee* for the purpose of adoption and for which the *employee* has a legal obligation to provide full or partial support; whose age is less than the limiting age.

The limiting age for each *dependent* child is:

- a. 19 years, or
- b. 25 years, if such child is financially dependent upon the *employee* or is residing at the same legal residence as the *employee* or the covered *employee's* spouse.

If, from the date a *dependent* child reaches a limiting age, all of the following conditions exist at the same time:

1. The child is mentally retarded or physically handicapped;
2. The child is incapable of self-sustaining employment;
3. The child is *dependent* on the covered *employee* for support and maintenance; and
4. The child is unmarried,

that child will remain an eligible *dependent* of a covered *employee* or may be enrolled as the *dependent* of a new *employee*. If the child has not continuously satisfied all of the conditions above since reaching a limiting age, the child will not be eligible for coverage under the *plan*.

Definition of Dependent - continued

You must provide satisfactory proof that the above conditions exist on and after the date the limiting age is reached. Such proof may not be requested more often than annually after two years from the date the first proof was provided. If satisfactory proof is not submitted, the child's coverage will cease on the date such proof is due.

If both parents are eligible for coverage under this *plan* through the same contributing *employer*, only one may enroll for *dependent* coverage.

Emergency

Any *injury* or *sickness* that would jeopardize or impair the health of the *covered person* if not treated immediately. An *emergency* may or may not be life threatening.

Employee

You when you are: regularly employed by the *employer*; paid a salary or earnings by the *employer*; and actively at work. For purposes of this *plan*, *employee* does not include independent contractors, leased *employees*, or any *employee* who is temporary.

Employer

A contributing *employer* in the Colorado Employer Benefit Trust, who employs the covered *employee*. The *employer* is required by a Participation Agreement or Trust Agreement to make contributions to the *plan* or who, in fact, makes one or more contributions to the *plan*.

Enrollment Date

The first day of your eligibility period or if earlier, your effective date of coverage under this *plan*. If you are a *late applicant*, your *enrollment date* is the effective date of your coverage under this *plan*.

Expense Incurred

For medical expenses, the *customary, usual and reasonable* fee charged for services and supplies needed to treat the *injury* or *sickness*. The date a supply or service is provided is the *expense incurred* date.

Family Member

Your lawful spouse. Your child. Your parent. Your grandparent. Your brother or sister. Any person related in the same way to your covered *dependent*.

Home Health Care Agency

An agency or organization that specializes in providing medical care in the home. Such a provider must meet all of the following conditions:

1. Its primary purpose is to provide skilled nursing and other medical services. Is duly licensed in the location where services are provided;
2. Has policies set by a professional group. This professional group must have at least one registered nurse (R.N.) to govern the services provided. It must provide for full-time supervision of such services by a *qualified practitioner* or registered nurse;
3. Maintains a complete medical record on each patient;
4. Has a full-time administrator; and
5. Is approved by *Medicare*.

Hospice Care Agency

An agency whose primary purpose is providing hospice services. It must be licensed and operated according to the laws of the state in which it is located. It must meet all of the following requirements: has obtained any required certificate of need; provides 24 hour a day, seven day a week service; is supervised by a *qualified practitioner*; has a full-time coordinator; keeps written records of services provided to each patient; has a nurse coordinator who is a registered nurse (R.N.) with four years of full-time clinical experience, of which at least two years involved caring for terminally ill patients; and has a licensed social service coordinator.

A *hospice care agency* will establish policies for the provision of *hospice care*. It will assess the patient's medical and social needs and develop a program to meet those needs. It will provide an ongoing quality assurance program. It will permit area medical personnel to use its services for their patients. It will use volunteers trained in care of and services for non-medical needs.

Hospice Care

Palliative and supportive care to hospice patients. It offers supportive care to the families of the hospice patients. It offers an assessment of the hospice patient's medical and social needs and a description of the care necessary to meet those needs. *Hospice care* must be provided under a written plan of *hospice care*. The plan must be established and reviewed by the *qualified practitioner* attending the person and the *hospice care agency*.

Hospice Facility

A licensed facility or part thereof that principally provides *hospice care*. It has 24 hour a day nursing services provided under the direction of a registered nurse (R.N.). It has a full-time administrator. It keeps medical records of each patient. It has an ongoing quality assurance program, and has a *qualified practitioner* on call at all times.

Hospital

A facility that:

1. Maintains full-time facilities for bed care of resident patients;
2. Has a *qualified practitioner* and surgeon in regular attendance;
3. Provides continuous 24 hour a day nursing services;
4. Primarily provides diagnostic and treatment facilities for medical or surgical care of sick or injured persons;
5. Is legally operated in the jurisdiction where located; and
6. Has surgical facilities on its premises or has a contractual agreement for surgical services with a facility having a valid license to provide such surgical services.

Hospital does **not** include an institution, which is principally a rest home, nursing home, convalescent home or a home for the aged. *Hospital* does **not** include a place principally for alcoholics, drug addicts or persons with psychological disorders.

Injury

Physical damage to *your* body caused by an external force. Damage must be due directly and independently of all other causes to an *accident*. Muscle tiredness or soreness is a *sickness* under the *plan*. Overexertion in an athletic or physical activity is a *sickness* under the *plan*.

Definitions - continued

Late Applicant

An *employee* who enrolls for coverage more than 30 days after they are eligible to be covered. A *dependent* who is enrolled for coverage more than 30 days after they are eligible to be covered.

Lifetime

When used in reference to benefit maximums and limitations, the time *you* are covered under this *plan*. In no circumstances does *lifetime* mean *your* life span.

Medical Condition

A syndrome or group of symptoms that are not attributable to a specific disease or a distinct medical diagnosis.

Medicare

Title XVIII, Parts A and B, of the Social Security Act as enacted and amended.

Morbid Obesity

A condition in which the presence of excess weight causes physical trauma; where pulmonary and circulatory insufficiencies are present; where complications related to the treatment of conditions such as atherosclerosis, diabetes, coronary disease, etc., exist; and where the *covered person* is at least one hundred pounds overweight.

Named Fiduciary

Colorado Employer Benefit Trust, which has the authority to control and manage the operation of the *plan*, that was established by the *Trust Agreement*.

Outpatient

A period of time during which *you* are not confined as a resident bed patient in a: *hospital*; *convalescent nursing home*; or other *qualified treatment facility*.

PPO

Preferred Provider Organization. If a provider has contracted with the *PPO* Network, they are a *PPO* Provider. *PPO* providers furnish services at a discounted rate to the *plan*. If a provider has not contracted with the *PPO* Network, they are a Non-*PPO* provider.

Plan

This *plan* of benefits as selected by the *Trust Agreement*. The term *plan* includes any schedules, attachments and *amendments* to the *plan*. Prior, current and successive *plans* will be considered one *plan* and not separate and distinct *plans*. This Summary Plan Description provides a description of the *plan*.

Plan Administrator

The entity who is responsible for the day to day functions and engagement of the *plan*. The *plan administrator* may employ other persons or firms to process claims and perform other services.

Post-Service Claim

Any claim that is not a pre-service claim.

Pre-Service Claim

Any claim for a benefit that is conditioned, in whole or in part, on obtaining prior approval from the *plan* for the medical care.

Qualified Practitioner

A licensed practitioner providing services within the scope of that license. A *qualified practitioner's* services are not covered if the practitioner resides in *your* home or is a *family member*.

PPO and High Deductible Plans - Revised 7/1/10

Definitions - continued

Qualified Treatment Facility

A facility that is duly licensed and operating within the scope of its license.

Sickness

A disease or disturbance in function or structure of *your* body. It must cause physical signs and/or symptoms and if left untreated, will result in a deterioration of the health state of the structure or systems of *your* body. *Sickness* includes treatment provided as a result of a family history of a specific *sickness*.

Total Disability or Totally Disabled

The inability at all times, due to *injury* or *sickness*, to perform each and every material duty of *your* job or occupation.

Trust

Colorado Employer Benefit Trust, the sponsor of this group *plan*.

Trust Agreement

The Agreement and Declaration of Trust establishing CEBT, dated August 9, 1976, as modified or amended.

Urgent Care

Any care that in the opinion of *your qualified practitioner* is an urgent care situation. Any care that the use of non-urgent care time frames would put *your* life, health or ability to regain maximum function at risk.

***Urgent Care Center* (Walk-In Clinic)**

A facility that provides outpatient medical care on a walk-in or unscheduled basis. Such care may be offered during extended hours that include evenings, weekends and holidays. *Urgent Care Center* does not include a *hospital* or emergency room.

You and Your

You as the covered *employee*. Any of *your dependents*, unless otherwise indicated.

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SECTION 3 ELIGIBILITY

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ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

The Employee Coverage section applies to *employees* hired on or after the effective date of this *plan*. The Dependent Coverage section applies to *dependents* that are added on or after the effective date of this *plan*.

Employees who were covered under any plan that this *plan* replaces will be covered on the effective date of this *plan*. Coverage will include *dependents* of such an *employee*. *You* must have met the eligibility requirements of the *plan*.

EMPLOYEE COVERAGE

Employee Eligibility

You are eligible for coverage under the *plan* if the following conditions are met:

1. *Your employer* has elected to be a member of the Colorado Employer Benefit Trust;
2. *You* are an *employee* who meets the eligibility requirements of *your employer*; and
3. *You* satisfy the eligibility period as determined by *your employer*; or
4. *You* are an elected official of *your employer*.

You are eligible to be covered on the first day of the month following or coinciding with *your* completion of *your employer's* chosen eligibility period. This is *your* eligibility date.

Employee Effective Date

You must enroll on forms accepted by the *plan administrator*. Each *employee's* effective date is determined as follows:

1. *Your* completed forms are received by the *plan administrator* within 30 days of the date *you* are eligible. This is a timely enrollment. *Your* coverage will be effective on *your* eligibility date.
2. *Your* completed forms are received by the *plan administrator* **more than** 30 days after the date *you* are eligible. This is **late enrollment**. *You* will not be eligible for coverage until the next annual enrollment period.

Coverage will begin at 12:01 AM, Standard Time, on *your* effective date. *You* must begin active work with the *employer* before coverage will be effective under the *plan*.

DEPENDENT COVERAGE

Dependent Eligibility

A *dependent* is eligible to be covered on the later of:

1. The date the *employee* is covered;
2. The date of the *employee's* marriage for a *dependent* acquired on that date;
3. The child's date of birth;
4. The date a court order places a child in the *employee's* home. The child must be under the *employee's* legal guardianship;
5. The date a child is legally adopted; or

Dependent Eligibility – continued

6. The date a valid court order is issued which, by federal law or *plan* provision, requires the *plan* to provide coverage.

Dependents may only be covered if the *employee* is covered. Check with *your employer* on how to enroll for *dependent* coverage. Late enrollment may result in a delay of coverage.

When both parents are *employees* of the same contributing *employer*, only one may enroll for *dependent* coverage.

Dependent Effective Date

Each *dependent* must be enrolled on forms accepted by the *plan administrator*. Each *dependent's* effective date of coverage is determined as follows:

1. The completed forms are received by the *plan administrator* within 30 days of the *dependent's* eligibility date. This is a timely enrollment. That *dependent* is covered on their eligibility date.
2. The completed forms are received by the *plan administrator* **more than** 30 days after the *dependent's* eligibility date. This is a **late enrollment**. That *dependent* will not be eligible for coverage until the next annual enrollment period.

Coverage will begin at 12:01 AM, Standard Time, on the *dependent's* effective date.

A *dependent* child that becomes an *employee* must apply for coverage as an *employee* to remain covered by the *plan*. The child will not be eligible as *your dependent*.

Newborn and Adopted Children

A newborn child of a covered *employee* or *dependent* spouse is automatically covered during the first 31 days of life and an adopted child is automatically covered in the 31-day period immediately following placement for adoption. Coverage is only provided automatically under this *plan* **in the absence of other coverage under another plan**. *Dependent* coverage **must** be in force for coverage to continue past the first 31 days of life. If *dependent* coverage is not in force at the end of the 31 days, the child's coverage will terminate immediately.

HIPAA SPECIAL ENROLLMENT RIGHTS

If *you* have a special enrollment event, the *plan* will provide a new enrollment date for *you* to enter the *plan* as shown below. At that time, *you* will be able to enroll in the medical *plan* without being subject to the *late applicant* provisions of the *plan*. If the *plan* has more than one benefit option, *you* will be able to select from all options for which *you* are eligible.

Loss of Other Coverage

If *you* declined coverage under this *plan* in favor of other group or individual health coverage, or COBRA continuation, and coverage under that other plan ends:

1. Due to *your* exhaustion of the maximum COBRA period;
2. Due to *your* loss of eligibility, for any reason;
3. Due to *your* reaching the lifetime maximum for all benefits; or
4. Employer stops contributions towards the cost of the other coverage;

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Special Enrollment Rights – continued

Then a special enrollment event has occurred. At that time, an *employee* or *dependent* may be enrolled in this *plan* as follows:

1. When the *employee* has a loss of coverage, the *employee* and any *dependent* may enroll. The *dependent* does not have to have had a loss of coverage at that time to be enrolled;
2. When a *dependent* has a loss of coverage, that *dependent*, the *employee* and any other eligible *dependent* may enroll. The *employee* and other *dependents* do not have to have had a loss of coverage at that time to enroll.

You must enroll in this *plan* within 30 days of the date of a loss of other coverage to be a timely entrant to the *plan*. *You must* provide proof that the other coverage was lost due to one of the above shown reasons. Coverage under this *plan* will not be effective until such proof is provided. Coverage under this *plan* will be effective on the day coverage under the other group plan ends.

If *you* apply more than 30 days after the date the other coverage ends, *you* will not be eligible for coverage until the next annual enrollment period.

Marriage

If *you*, as the *employee*, are now getting married, a special enrollment event will occur on the date of *your* marriage. At that time, *you* may enroll in this *plan*. Any *dependents* acquired on the date of *your* marriage may also be enrolled at this time as well as any other *dependents* that were not previously covered under the *plan*.

You must enroll in this *plan* within 30 days of the date of *marriage* to be a timely entrant to the *plan*. Coverage under the *plan* will be effective on the day of *your* marriage. If *you* apply more than 30 days after the date of *your* marriage, *you* will not be eligible for coverage until the next annual enrollment period.

Birth, Adoption or Placement for Adoption

If *you* experience the birth of a *dependent* child, or the adoption or placement for adoption of a *dependent* child, a special enrollment event will occur on that date. At that time, *you* may enroll in this *plan*. *Your dependent* spouse and the newborn or adopted child may also be enrolled at this time as well as any other *dependents* that were not covered previously under the *plan*.

You must enroll in this *plan* within 30 days of the date of birth, adoption or placement to be a timely entrant to the *plan*. Coverage under the *plan* will be effective on the date of such an event. If *you* apply more than 30 days after the date of such an event, *you* will not be eligible for coverage until the next annual enrollment period.

MEDICAID/STATE CHILD HEALTH PLAN

If *you* and/or *your dependents* were covered under a Medicaid plan or State child health plan and *your* coverage is now being terminated due to a loss of eligibility, a special enrollment event will occur on the date Medicaid or the State child health plan coverage ends.

You must request coverage under this *plan* within 60 days after the date of termination of such coverage. Coverage under this *plan* will be effective on the date the other coverage ends. If *you* apply for coverage more than 60 days after the date the Medicaid or State child health plan coverage ends, *you* will be considered a *late applicant* under this *plan*.

Premium Assistance

Current *employees* and their eligible *dependents* may be eligible for a special enrollment event if the *employee* and/or *dependents* are determined eligible, under a state's Medicaid plan or State child health plan, for premium assistance with respect to coverage under this *plan*. *You* must request coverage under this *plan* within 60 days after the date the *employee* and/or *dependent* is determined to be eligible for such assistance. If *you* apply for coverage more than 60 days after this date, *you* will be considered a *late applicant* under the *plan*.

RETIREE COVERAGE

You may be eligible for Retiree Coverage if *your employer* elected to provide Retiree Benefits. If *your employer* did elect to provide Retiree Benefits, to elect Retiree Coverage under this plan, *you* must meet the retiree requirements as set forth by *your employer*, which will include one of the following options:

1. 50 years of age with 20 or more years of service to the *employer*;
2. 50 years of age with 15 or more years of service to the *employer*; or
3. Other eligibility requirements as determined by *your employer*.

Retiree Coverage will continue until the date the retiree reaches age 65. At that time coverage will also end for any *dependents* of the retiree. The retiree must pay their portion of any *plan* contributions.

NOTE: If *you* are Medicare eligible, claims must be submitted to Medicare first. After Medicare has processed *your* claim, the claim and the Medicare EOB should be submitted to this *plan*.

Comment [t3]: Amendment #1

ANNUAL ENROLLMENT PERIOD

Each year, a 30-day period will be provided for enrollment. Once *you* have made elections for the year, *your* choices cannot be changed until the next annual enrollment period, unless *you* have a change in status or request to voluntarily terminate coverage mid-year.

Completed enrollment forms must be received by the *plan administrator* before the end of the 30 day annual enrollment period. If *your* completed enrollment form is not received by that time, *you* will not be able to enter the *plan* until the next annual enrollment period or change in status.

Enrollment forms will automatically continue each year unless revoked by *you* in writing each year. *Your employer* will notify *you* when the annual enrollment period is each year.

Changes In Status

If *you* have a change in status, as defined by the IRS, *you* have 30 days from the date of that change to make new elections under this *plan*. Any changes in *your* elections must be consistent with *your* change in status or they will not be allowed. Change in status means only a change as stated below.

1. **Legal Marital Status.** *Your* marriage, divorce, legal separation, annulment or the death of *your* legal spouse;
2. **Number of Dependents.** An increase or decrease in the number of *dependents* *you* have due to birth, adoption, placement for adoption or the death of a dependent;

Changes in Status - continued

3. **Employment Status.** Any of the following events that change the employment status of *you* or *your dependent*, including: termination or commencement of employment, strike or lockout, commencement or return from unpaid leave, change in worksite, and any change in employment status that results in a loss or gain of eligibility under the Section 125 plan or the underlying benefit plan;
4. **Dependent Status.** *Your dependent* satisfies or ceases to satisfy eligibility requirements for coverage due to an age limit, student status, or similar requirement of the plan;
5. **Residence.** Any change in residence for *you* or *your dependent*;
6. **FMLA Leave Status.** At the time a leave under the FMLA begins the *employee* may change elections to the extent allowed under the federal *Family and Medical Leave Act*;
7. **COBRA Continuation.** *You* or *your dependent* become eligible for and elect continuation coverage under the employer's group health plan as provided by *COBRA* or a similar State law;
8. **Judgment, Decree or Court Order.** An order resulting from a divorce, legal separation, annulment, change in legal custody or Qualified Medical Child Support Order as defined by ERISA which requires *you* or another individual to provide health coverage for *your dependent* child;
9. **Entitlement to Medicare or Medicaid.** A gain or loss of eligibility under Medicare, Part A or Part B, or Medicaid for *you* or *your dependent*;
10. **HIPAA Special Enrollment Rights.** An event which qualifies as a special enrollment right under the *Health Insurance Portability and Accountability Act*;
11. **Significant Cost Increase.** Election changes are limited to increasing *your* election to cover the cost increase or changing the election to provide for a similar benefit offered by the employer;
12. **Significant Curtailment of Coverage.** An overall reduction in coverage provided to all participants that results in a general reduction in coverage under the plan;
13. **Addition or Elimination of a Benefit Option.** Election changes are limited to electing the new benefit option in the case of an added benefit option or electing a similar benefit in the case of the elimination of a benefit option;
14. **Changes in a Dependent's Coverage under Another Employer's Plan.** Election changes are limited to changes that result from a change under the plan of *your* spouse's, ex-spouse's or other *dependent's* employer. To qualify as a change in status under this plan the change must be permitted under the other employer plan and Section 125 of the Internal Revenue Code or be the result of a differing election period under the other employer plan.

If *you* have questions regarding whether an event qualifies as a change in status, the *claims administrator* will answer them.

SPOUSAL TRANSFER PROVISION

If both spouses are *employees* and each has taken single coverage under this *plan*, this *plan* permits *your* spouse to take coverage as *your dependent* at any time.

Spousal Transfer Provision – continued

In addition, if both spouses are *employees* and eligible for coverage under this *plan* and *your* spouse previously waived coverage as an *employee* in favor of coverage as *your dependent*, this *plan* permits *your* spouse to take coverage as an *employee* under the *plan* and to enroll *you* and any other eligible *dependents* as *dependents* of *your* spouse when:

1. *You* and *your* spouse decide to transfer coverage under the *plan* from one spouse to the other;
2. *Your* spouse decides to take coverage as an *employee* for any reason; or
3. *You* terminate *your* coverage under the *plan* for any reason.

Your spouse must elect coverage under this *plan* within 30 days of the date *your* coverage ends to be a timely enrollment. *Your* spouse's coverage under this *plan* will be effective on the day *your* coverage ends.

If *your* spouse applies more than 30 days after the date *your* coverage ends, *you* will not be eligible for coverage until the next annual enrollment period.

BENEFIT CHANGES

Any change in benefits will be effective on the date of change for all *employees* and *dependents*. Any change in coverage will be effective on the date of change for all *employees* and *dependents*.

SPECIAL PROVISIONS FOR NOT BEING ACTIVELY AT WORK

If *you* continue to pay the required *plan* contributions, *your* coverage will remain in force for no longer than:

1. One year during an approved, non-military leave of absence (including a *total disability* leave of absence); or
2. Two consecutive years during an approved sabbatical.

Coverage that is required by the Family and Medical Leave Act will reduce any period shown above. The *plan* must remain in effect for this provision to apply.

At the end of this period, COBRA continuation will be offered.

SURVIVORSHIP CONTINUATION

If *you* have *dependent* coverage in force on the date that *you* die, coverage under this *plan* will continue for *your* surviving *dependents* who were covered under the *plan* on the day immediately preceding *your* death. Survivorship Continuation will end on the earliest of the following:

1. The date *your* surviving *dependents* become covered under any other group plan;
2. The end of two consecutive years following *your* death.

This continuation will run concurrently with any continuation of coverage required by COBRA.

TERMINATION OF COVERAGE

Coverage terminates on the earliest of the following:

1. The date the *plan* terminates;
2. For any benefit, the date the benefit is removed from the *plan*;
3. The end of the period for which any required *employee* or *employer* contribution was due and not paid;
4. The date *you* enter the full-time military, naval or air service of any country;
5. The end of the month in which *you* fail to be in an eligible class of persons according to the eligibility requirements of the *employer*;
6. For all *employees*, the end of the month in which termination of employment with the *employer* occurs or, if earlier, the end of the month in which *you* are no longer *actively at work* as defined in this *plan*;
7. For all *employees*, the end of the month in which *your* retirement occurs, unless *you* are eligible for and elect Retiree Coverage;
8. For *your dependents*, the date *your* coverage terminates;
9. For a *dependent*, the date the *dependent* enters the full-time military, naval or air service of any country;
10. For a *dependent* spouse, the date that *dependent* no longer meets this *plan's* definition of *dependent*;
11. For a *dependent* child, the earlier of the date that *dependent* reaches the limiting age or the end of the month in which the *dependent* child no longer meets the *plan's* eligibility requirements as stated in the definition of *dependent*;
12. The date *you* request termination of coverage to be effective for yourself and/or *your dependents*; or
13. The date *you* die.

Important Notice for Active Employees and Spouses Age 65 and Over

The *plan* cannot terminate *your* coverage due to age or *Medicare* status. An active *employee* that is eligible for *Medicare* due to age (age 65 or over) has the choice to:

1. Maintain coverage under this *plan*, in which case *Medicare* benefits would be secondary to this *plan*; or
2. End coverage under this *plan*, in which case *Medicare* would be the only coverage available to *you*.

An active *employee's* spouse who is eligible for *Medicare* due to age (age 65 or over) has the same choice.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act is a federal law. This law applies to *employers* with 50 or more *employees*. It requires that coverage under this *plan* be continued during a period of approved FMLA leave. The coverage must be identical to the coverage that would have been provided had FMLA leave not been taken. The coverage must be at the same cost to the *employee* as it would have been had FMLA leave not been taken.

If this *plan* is established while *you* are on FMLA, *your* coverage will be effective on the same date it would have been had *you* not taken leave. If the *plan* is amended while *you* are on FMLA leave, the changes will be effective for *you* on the same date as they would have been had *you* not taken leave.

EMPLOYEE ELIGIBILITY

An *employee* is eligible to take FMLA leave, if all of the following conditions are met:

1. The *employee* has been employed with the *employer* for a total of at least 12 months;
2. The *employee* has worked at least 1,250 hours during the 12 consecutive months prior to the request for FMLA leave; and
3. The *employee* is employed at a worksite that employs at least 50 *employees*.

TYPES OF LEAVE

Coverage under this *plan* can be continued during a period of FMLA leave. The *employee* must continue to pay the *employee* portion of the *plan* contribution during FMLA leave. If payment is not received, coverage will terminate.

Family and Medical Leave

Up to 12 weeks of coverage is available during a 12 month period, as defined by the *employer*, for:

1. The birth of the *employee's* child;
2. The placement of a child with the *employee* for adoption. The placement of a child with the *employee* for foster care;
3. The *employee* taking leave to care for a spouse, son, daughter, or parent that has a serious health condition;
4. The *employee* taking leave due to a serious health condition, which makes him unable to perform the functions of his position; or
5. Any qualifying necessity that results from the *employee's* spouse, son, daughter, or parent being called to or serving on active duty in the armed forces in support of a contingency operation.

Military Family Leave

Up to 26 weeks of coverage is available during a 12 month period, as defined by the *employer*, to care for a member of the armed forces that is the *employee's* spouse, son, daughter, parent or next of kin. Care must be necessary due to a serious injury or illness incurred by the service member in the line of duty during a period of active duty in the armed forces.

FMLA - continued

Maximum Leave Period

The maximum for each type of FMLA leave will apply separately as stated above. If FMLA leave during a single 12 month period includes both Family and Medical Leave and Military Family Leave, the combined maximum will not exceed 26 weeks.

If the *employee* and the *employee's* spouse are both employed by the *employer*, FMLA leave may be limited to a combined total for both spouses of:

1. 12 weeks when FMLA leave is due to the birth or placement of a son or daughter, or to the care of a parent with a serious health condition;
2. 26 weeks when FMLA leave is due to the care of a member of the armed forces; or
3. 26 weeks combined when both Family and Medical Leave and Military Family Leave are taken.

Termination Before the Maximum Leave Period

If the *employee* decides not to return to work, coverage under the *plan* may end at that time.

If the *plan* contribution is not paid within 30 days of its due date, coverage under the *plan* may end at that time. Notice of termination must be provided at least 15 days prior to the termination date.

If an *employee* does not return to work at the end of FMLA leave, COBRA Continuation will be offered at that time.

Recovery of Plan Contributions

The *employer* has the right to recover the portion of *plan* contributions it paid to maintain coverage under the *plan* during an unpaid FMLA leave. If the *employee* does not return to work at the end of the leave, that right may be exercised. This right will not apply if failure to return is due to circumstances beyond the *employee's* control.

REINSTATEMENT OF COVERAGE UPON RETURN TO WORK

The law requires that coverage be reinstated upon the *employee's* return to work. Reinstatement will apply whether coverage under the *plan* was maintained during the FMLA leave or not.

On reinstatement, all provisions and limits of the *plan* will apply as they would have applied if FMLA leave had not been taken. The eligibility period will be waived. The pre-existing condition limit will be credited as if *you* had been continually covered under the *plan*.

DEFINITIONS

For this provision only, the following terms are defined as shown below:

Serious Health Condition is any *sickness, injury*, impairment or physical or mental condition that involves:

1. Inpatient care in a *hospital*, hospice or residential medical care facility, including any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) due to a serious health condition, or treatment of or recovery from a serious health condition;

FMLA - continued

2. Continuing treatment by a *qualified practitioner*, including any period of incapacity:
 - a. for more than three consecutive calendar days, if a *qualified practitioner* is consulted two or more times during the period or a *qualified practitioner* is consulted at least once and a continuing treatment program is provided;
 - b. due to pregnancy or prenatal treatment, even if treatment is not provided or it does not last for more than three days;
 - c. due to a chronic condition (i.e. a condition which requires periodic treatments by a *qualified practitioner* and continues over an extended period of time, whether incapacity is continuous or periodic), even if treatment is not provided or it does not last for more than three days;
 - d. which is permanent or long term due to a condition which requires the supervision of a *qualified practitioner*, but for which treatment is ineffective;
 - e. to receive multiple treatments from a *qualified practitioner* for restorative surgery due to *accident* or *sickness* or for a condition that would likely result in a period of incapacity of more than three days without such treatment.

Serious health condition does not include cosmetic treatments unless inpatient care is required or complications develop, or common ailments such as colds, flu, ear aches, upset stomach, minor ulcers, headaches, other than migraines, routine dental or orthodontic problems.

Spouse is *your* lawful husband or wife.

Son or Daughter is *your* natural blood related child, adopted child, step-child, foster child, a child placed in *your* legal custody or a child for which *you* are acting as the parent in place of the child's natural blood related parent. The child must be:

1. Under the age of 18; or
2. Over the age of 18, but incapable of self-care due to a mental or physical disability.

Parent is *your* natural blood related parent or someone who has acted as *your* parent in place of *your* natural blood related parent.

NOTE: To the extent that State or local law requires an *employer* to provide greater leave rights than those stated above, this *plan* will provide that greater right. For complete information regarding *your* rights under the FMLA, contact *your employer*.

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

The Uniformed Services Employment and Reemployment Rights Act (USERRA) is a federal law.

CONTINUATION OF COVERAGE DURING MILITARY LEAVE

The law requires that coverage under this *plan* be continued during a leave that is covered by the Act. Coverage must be the same as is provided under the *plan* to similar active *employees*. This means that when coverage is changed for similar active *employees* it will also change for the person on leave. The cost of such coverage will be:

1. For leaves of 30 days or less, the same as the *employee* contribution required for active *employees*;
2. For leaves of 31 days or more, up to 102% of the full contribution.

This Act only applies to health coverage (i.e. medical, dental, drug, vision). Short and long term disability and life benefits are not subject to the Act.

Coverage provided due to this Act will reduce any coverage required by COBRA.

Maximum Period of Coverage during Military Leave

Continued coverage under this provision will terminate on the earlier of the following events:

1. The date *you* fail to return to employment with the *employer* after completion of *your* leave. *Employees* must return to employment within:
 - a. the first full business day of completing military service, for leaves of 30 days or less. A reasonable amount of travel time will be allowed for returning from such military service,
 - b. 14 days of completing military service, for leaves of 31 to 180 days,
 - c. 90 days of completing military service, for leaves of more than 180 days; or
2. 24 months from the date your leave began.

REINSTATEMENT OF COVERAGE FOLLOWING MILITARY LEAVE

The law requires that coverage be reinstated upon *your* return to work. Reinstatement will apply whether coverage under the *plan* was maintained during the leave or not. To be eligible for reinstatement *you* must be honorably discharged from the military service and return to work within:

1. The first, full business day after *your* military service ends, for leaves of 30 days or less. A reasonable amount of travel time will be allowed for returning from such military service;
2. 14 days after *your* military service ends, for leaves of 31 to 180 days;
3. 90 days after *your* military service ends, for leaves of more than 180 days.

You may be allowed more time to return to work if *your* military service: causes a *sickness* or *injury*; or worsens a *sickness* or *injury*. Your failure to return within the times stated must be due to such a *sickness* or *injury*. In that case, *you* may take up to a period of two years to return to work. If for reasons beyond *your* control *you* cannot return to work within two years, *you* must return as soon as is reasonably possible.

USERRA - continued

On reinstatement, all provisions and limits of the *plan* will apply to the extent that they would have had *you* not taken leave. The eligibility period will be waived. The pre-existing condition limit will be credited as if *you* had been continually covered under the *plan*.

This does not waive the *plan's* limits on *sickness* or *injury*: caused by *your* military service; or worsened by *your* military service. The Secretary of Veterans Affairs will determine if *your* military service caused or worsened a *sickness* or *injury*.

NOTE: For complete information regarding *your* rights under the Uniformed Services Employment and Reemployment Rights Act, contact *your employer*.

CONTINUATION OF BENEFITS

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

COBRA is a federal law. It applies to *employers* that have 20 or more employees. The law requires these *employers* to offer covered individuals continuation coverage (COBRA) under the *plan* if coverage is lost or cost increases due to specific events. COBRA must be offered at group rates. The *employer* cannot require evidence of good health as a condition of COBRA. COBRA must be the same as coverage for similar active *employees* under the *plan*. This means that when coverage is changed for similar active *employees* it will also change for the person on COBRA.

COBRA only applies to health coverage (i.e. medical, dental, drug, vision). Short and long term disability and life benefits are not subject to the COBRA.

Employee Rights to COBRA

An *employee* that is covered by this *plan* has a right to elect COBRA if coverage is lost or cost increases due to:

1. A reduction in the *employee's* hours of work; or
2. The termination of the *employee's* employment. This will not apply if termination is due to gross misconduct on the *employee's* part.

Spouse Rights to COBRA

The spouse of an *employee* that is covered by this *plan* has a right to elect COBRA if coverage is lost or cost increases due to:

1. A reduction in the *employee's* hours of work;
2. The termination of the *employee's* employment. This will not apply if termination is due to gross misconduct on the *employee's* part;
3. The death of the *employee*;
4. The end of the spouse's marriage to the *employee*. The marriage must end due to dissolution, annulment, divorce, or legal separation; or
5. The *employee* becoming entitled to *Medicare*.

Dependent Child Rights to COBRA

The *dependent* child of an *employee* that is covered by this *plan* has a right to elect COBRA if coverage is lost or cost increases due to:

1. A reduction in the employee's hours of work;
2. The termination of the employee's employment. This will not apply if termination is due to gross misconduct on the employee's part;
3. The death of the employee;
4. The end of the employee's marriage. The marriage must end due to dissolution, annulment, divorce or legal separation;
5. The employee becoming entitled to Medicare; or

COBRA – continued

6. The child ceasing to be considered a dependent child as defined in this plan.

Electing COBRA

Each person covered by this *plan* has an independent right to elect COBRA for himself or herself. A covered *employee* or spouse may elect COBRA for all family members. A parent or legal guardian may elect coverage for a minor child.

If coverage has been terminated in anticipation of a qualifying event, the right to COBRA will still apply at the time of the event. In this case, COBRA will be effective on the date of the event even though it is after the date coverage was lost or cost increased.

If the *employee's dependent* child is born during the COBRA coverage period, that child may be added to the coverage. The child will have all of the rights that any other child would have under COBRA. If a child is adopted by or placed for adoption with the *employee* during the COBRA coverage period, that child may be added to the coverage. The child will have all of the rights that any other child would have under COBRA.

Retiree Coverage (if provided)

If coverage is lost due to the termination of retiree benefits, *you* have a right to elect COBRA. *You* also have the right to elect COBRA if retiree benefits are substantially eliminated. Termination or substantial elimination must occur within one year before or after the *employer* files Chapter 11 bankruptcy.

Notices and Election of Coverage

Under the law, *you* must inform the *plan administrator* within 60 days of: a divorce; legal separation; annulment; or dissolution of marriage. *You* must also inform the *plan administrator* within 60 days of a child no longer meeting the *plan's* definition of *dependent*. The *employer* must notify the *plan administrator* of: the *employee's* death; termination of employment; reduction in hours of work; or *Medicare* entitlement. The *employer* must also notify the *plan administrator* of a termination or substantial elimination of retiree coverage due to Chapter 11 bankruptcy. See Procedures for Providing Notice to the Plan for further information.

Within 14 days of receiving notice that one of the above events has happened, the *plan administrator* will notify *you* that *you* have the right to elect COBRA. If the employer and plan administrator are the same entity, notice of the right to elect will be provided within 44 days. Under the law *you* must elect COBRA within 60 days from the later of: the date *you* would lose coverage or cost would increase due to the qualifying event; or the date notice of *your* right to COBRA and the election form are sent.

The *plan administrator* must provide *you* with a quote of the total monthly cost of COBRA. The initial payment is due by the 45th day after coverage is elected. All other payments are due on a monthly basis, subject to a 30 day grace period.

If *you* elect COBRA within the 60 day period, COBRA will be effective on the date that *you* would lose coverage. If *you* do not elect COBRA within this 60 day period, COBRA will not be available. *Your* coverage under the *plan* will terminate.

If *you* elect COBRA, it is *your* duty to pay all of the monthly payments directly to the *plan administrator*. The cost of COBRA must be a reasonable estimate of the cost of coverage had it not ended. The *plan* may add a 2% administration charge to that cost. The *plan* may charge an additional 50% during the 11 month extension for total disability if the disabled individual is covered. If the disabled individual is not covered, only the 2% administration charge will apply during the extension.

Payments for COBRA may only be increased once during any one 12 month period. The timing of the 12 month period is set by the *plan administrator*.

PPO and High Deductible Plans - Revised 7/1/10

COBRA – continued

Maximum Period of Continuation of Coverage

When coverage is lost or cost increases the law requires that the *employer* maintain COBRA for up to:

1. 18 months, if due to the employee's termination of employment. Termination must be for reasons other than gross misconduct on the employee's part;
2. 18 months, if due to the employee's reduction in work hours;
3. 36 months, if due to the death of the employee;
4. 36 months, if due to the end of the employee's marriage. The marriage must end due to dissolution, annulment, divorce or legal separation;
5. 36 months, if due to the employee becoming entitled to Medicare. If coverage is not lost or cost does not increase until a later date, COBRA will end at the later of: 36 months from the date of the employee's Medicare entitlement; or the maximum period of COBRA allowed due to the event that caused the loss of coverage or increase in cost;
6. 36 months, if due to your ceasing to be a dependent child as defined in the plan; or
7. The lifetime of the retiree, if due to the termination of retiree benefits. The same period will apply if due to the substantial elimination of retiree benefits. Termination or substantial elimination must occur within one year before or after the employer files Chapter 11 bankruptcy. Upon the retiree's death, any covered dependent may elect COBRA for an additional 36 months from that date.

If *you* or a *dependent* are disabled at the time of a qualifying event, an 18 month COBRA period may be extended by 11 months. The 18 month period may also be extended if *you* or a *dependent* become disabled during the first 60 days of COBRA. *You* must be disabled under the terms of Title II or Title XVI of the Social Security Act. The maximum period may extend to 29 months from the original event. *You* must provide notice to the *plan administrator* within 60 days after such determination of disability is made. This notice must also be prior to the end of the 18 month COBRA period. If notice is not given within these times, *you* will not be eligible for the extended period. If it is determined that *you* are no longer disabled, *you* must notify the *plan administrator* within 30 days of that final determination. The right to this extended period applies to each individual. It will apply even if the disabled individual does not remain covered. See Procedures for Providing Notice to the Plan for further information.

If a second event occurs during the initial 18 or 29 month period, COBRA may be extended to 36 months. Second events include: the *employee's* death; the *employee's* divorce; a child no longer meeting the definition of *dependent*. A second event will not result in an extension of COBRA, if the event would not result in a loss of coverage for an active employee or dependent. Except in the case of bankruptcy the period will not exceed 36 months from the date of the original event.

The maximum coverage period is measured from the date of the qualifying event. This is true even if the qualifying event does not result in a loss of coverage or increase in cost until a later date.

If COBRA is rejected in favor of an alternate coverage under the *plan*, COBRA will not be offered at the end of that period. If an alternate coverage is offered, COBRA will be reduced to the extent such coverage satisfies the requirements of COBRA. Alternate coverage includes continuation by: state law; USERRA; or any other plan provision.

COBRA – continued

Termination Before the End of the Maximum Coverage Period

The law allows COBRA to be terminated prior to the end of the maximum period. Such termination can only be for one of the following reasons:

1. The employer no longer provides a group benefit plan to any of its employees;
2. The payment for COBRA is not paid on time. Monthly payments are subject to a 30 day grace period. If a payment is on time and not significantly less than the amount due, it will be considered full payment unless notice of the amount due is provided to you. You will have 30 days from the date of notice to make the additional payment;
3. You obtain another group plan after the date you elect COBRA. This will not apply if that group plan has a pre-existing condition exclusion or limit that applies to you. If such limit or exclusion has been met by a credit from your previous coverage, this provision will apply. If your new plan does have a pre-existing condition exclusion or limit that applies to you, then COBRA will end on the earlier of: the date that exclusion or limit no longer applies to you; or the end of the maximum coverage period;
4. You become entitled to Medicare after the date you elect COBRA;
5. There has been a final determination that you are no longer disabled. Such determination must be made under Title II or XVI of the Social Security Act. This will only apply during the 11 month extension of COBRA due to disability. In this case, COBRA will not end until the first day of the month that is more than 30 days after the determination.

Additional Election Period due to The Trade Act of 2002

If *you* did not elect COBRA during the election period described above, another 60 day period may be presented for *you* to elect COBRA. If *your* loss of coverage was due to a Trade Adjustment Assistance (TAA) event and *you* are determined to be TAA eligible during the six month period following *your* loss of coverage, *you* will have an additional period in which to elect COBRA. This election period will begin the first of the month in which *you* become TAA eligible. The period will end on the earlier of: 60 days from the date it began; or the end of the six month period following *your* loss of coverage due to a TAA event.

If *you* elect COBRA during this TAA election period, COBRA will be effective on the first of the month in which *you* became TAA eligible. COBRA will not be provided for the period of time between *your* loss of coverage and the first of the month in which *you* became TAA eligible. However, that time will not be counted as a lapse in coverage for purposes of determining if the *plan's* pre-existing condition exclusion will apply. In this case, the maximum period of coverage will be counted from the date *you* lost coverage under the *plan*, not the date COBRA is effective. If *you* do not elect COBRA within this period, COBRA will not be available again.

If *you* elect COBRA, it is *your* duty to pay all of the monthly payments directly to the *plan administrator*. The Trade Act of 2002 did create a tax credit for TAA eligible individuals. Under the Act up to 65% of the cost of COBRA can be taken as a tax credit. The Act also provides an option for an advance payment of the tax credit toward the cost of COBRA. If *you* have questions about this tax credit, call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. Additional information about the Trade Act of 2002 can be found at www.doleta.gov/tradeact.

ARRA made several amendments to the Trade Act of 2002, including an increase in the amount of the credit to 80% of premiums for coverage before January 1, 2011 and temporary extensions of the maximum period of COBRA continuation coverage for PBGC recipients (covered *employees* who have a nonforfeitable right to a benefit any portion of which is to be paid by the PBGC) and TAA-eligible individuals.

PPO and High Deductible Plans - Revised 7/1/10

COBRA – continued

Procedures for Providing Notice to the Plan

In order to maintain *your* rights under COBRA, *you* are required to provide the *plan* with notice of certain events, as described above. The *plan* will consider *your* obligation to provide notice satisfied if *you* provide written notice to the *plan administrator* that includes:

1. The employee's name and social security number;
2. The name of the individual(s) to whom the notice applies;
3. The reason for which notice is being provided; and
4. The address and phone number where you can be contacted.

Notice should be addressed to the Human Resources Department, Attn: COBRA Administration. Notice should be mailed to the *plan administrator's* address shown in this *plan*. *Your* notice will not satisfy *your* obligation if it is not provided within the time frame stated above for that notice.

Other Information

The *plan administrator* will answer any questions *you* may have on COBRA. *You* can also contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) for answers to *your* questions. Addresses and phone numbers of Regional and District EBSA Offices are available through the EBSA's website at www.dol.gov/ebsa.

To protect *your* rights under COBRA, *you* should notify the *plan administrator* of any changes that affect *your* coverage. Such changes include a change for *you* or a family member in marital status; address; or other insurance coverage. When providing any notice to the *plan*, a copy should be maintained for *your* own records.

AMERICAN RECOVERY AND REINVESTMENT ACT

The American Recovery and Reinvestment Act COBRA subsidy provision will automatically terminate on December 31, 2011 and benefits outlined will no longer be available without further *plan* amendment.

The American Recovery and Reinvestment Act of 2009 (ARRA), as amended by the Department of Defense Appropriations Act of 2010 ("Defense Act"), the Temporary Extension Act of 2010 ("TEA"), the Continuing Extension Act of 2010, and any future applicable legislation, reduces the COBRA premium in some cases. If a *covered person* experienced a loss of coverage due to involuntary termination by the *employer* during the period that begins with September 1, 2008 and ends with May 31, 2010, the *covered person* may be eligible for the temporary premium reduction for up to fifteen months.

ELIGIBLE INDIVIDUALS

Covered persons and their *dependents* who experienced a loss of coverage under the *plan* due to an involuntary termination of employment between September 1, 2008 and May 31, 2010 or is an individual who experiences a qualifying event that is a reduction of hours occurring at any time from September 1, 2008 and May 31, 2010, which is followed by an involuntary termination of employment on or after March 2, 2010 through May 31, 2010 and as a result, fit the definition of Qualified Beneficiary under COBRA are eligible. These individuals may also be referred to as Assistance Eligible Individuals (AEIs).

Some AEIs will have declined COBRA prior to passage of the law or elected COBRA but then dropped coverage prior to passage of the law. These AEIs will have a second opportunity to elect COBRA coverage and take advantage of the premium subsidy (reduced premium).

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COBRA – continued

Some AEIs who have exhausted their nine month subsidy period prior to December 19, 2009 and who failed to pay the premium during the transition period may be eligible to retroactively reinstate coverage provided that they pay the reduced premium for such coverage within 60 days of the date of the enactment (in which case the due date would be February 17, 2010) or if later, 30 days after the date the notice is provided. The transition period is any period of coverage that begins prior to December 19, 2009 and is subject to the extension.

In addition, any AEI who exhausted their nine month subsidy period prior to the date of enactment of the “Defense Act”, and then subsequently paid the full premium during the transition period (the period of coverage that begins prior to December 19, 2009) are entitled to a refund or credit as prescribed by the original ARRA legislation.

An AEI that is eligible for the subsidy as a result of a reduction of hours that is followed by an involuntary termination of employment will have his or her maximum COBRA coverage measured from the date of the reduction in hours. This means that upon the later involuntary termination of employment, the individual can elect COBRA coverage only for the remainder of the original COBRA coverage period which began upon the reduction of hours of employment. Please refer to *your* COBRA election form for additional information regarding *your* rights to COBRA.

Assistance Eligible Individuals must not be eligible for coverage under any other group health plan (other than certain limited plans). This includes eligibility for coverage under a spouse’s employer’s plan or Medicare. Failure to notify the *plan* of eligibility under any other group health plan can result in significant penalties.

The subsidy will be phased out starting with taxpayers whose modified adjusted gross income exceeds \$125,000 (\$250,000 in the case of a joint return). This means a percentage of the subsidy will be recaptured in the federal income taxes imposed on individuals making more than \$125,000 (\$250,000 for joint returns). Higher income individuals (\$145,000/single and \$290,000/joint) can make an election to waive the subsidy in the manner and form set forth by the Secretary of the Treasury.

AMOUNT AND LENGTH OF SUBSIDY

Assistance Eligible Individuals will be responsible for only 35% of the amount of their COBRA premium. That means a Qualified Beneficiary whose normal full COBRA premium would be \$500 per month would be responsible for paying only \$175 per month for the qualifying time period.

The subsidy period ends at the earliest following date:

1. Fifteen months after the date the individual becomes eligible for the subsidy;
2. The date the Qualified Beneficiary becomes eligible for coverage under any other group health plan (other than certain limited plans) or becomes eligible for Medicare. This also includes eligibility for coverage under a spouse’s employer’s plan. The Qualified Beneficiary must notify the administrator in writing of such eligibility as set forth by the Department of Labor. Failure of the Qualified Beneficiary to notify the administrator may result in a penalty of 110% of the premium reduction provided after termination.
3. The date the Qualified Beneficiary’s maximum period of continuation coverage required under the applicable COBRA continuation coverage provision is met. Note that for those Qualified Beneficiaries receiving a second opportunity to elect coverage, the maximum COBRA continuation coverage period runs from the original Qualifying Event.

COBRA – continued

ELECTING THE SUBSIDY

If *you* have a qualifying event between September 1, 2008 and May 31, 2010, the COBRA Administrator will send *you* a formal notification of *your* COBRA rights under the American Recovery and Reinvestment Act, as amended. The notification will include the necessary forms and instructions on how to elect to receive the subsidy as applicable.

If it is determined that *you* are not an AEI, and *you* disagree with this determination, *you* may appeal this determination with the Department of Labor (DOL) in the manner and form specified by them. Please see <http://www.dol.gov/ebsa/subsidydenialreview.html>. State and local government Employees should contact HHS-CMS at www.cms.hhs.gov/COBRAContinuationofCov/ or NewCobraRights@cms.hhs.gov.

ELECTING DIFFERENT COVERAGE

If *your plan* offers a lower cost option, Assistance Eligible Individuals have the option to elect enrollment in the less expensive coverage than what the individual was enrolled in at the time the Qualifying Event occurred, if such coverage is generally available to current employees. If the *employer* offers this option, the notification that *you* will receive in the next few weeks will include information on the plans that are available and explain the procedure for enrolling in different coverage. If an AEI chooses to enroll in different coverage, such coverage shall be treated as COBRA continuation coverage.

In order for the Qualified Beneficiary to be eligible to elect different coverage than what they were enrolled in at the time of the Qualifying Event, all of the following must apply:

1. The premium for different coverage cannot be more than the premium for the coverage the individual was enrolled in when the qualifying event occurred;
2. The different coverage must also be offered to active employees at the time the election is made;
3. The different coverage cannot be coverage that provides only:
 - a. dental, vision, counseling or referral services (or a combination of such services),
 - b. a flexible spending account,
 - c. coverage for services or treatments furnished in an on-site medical facility maintained by the *employer* and that consists primarily of first-aid services, prevention and wellness care, or similar care (or combination of such care).

This election must be made in writing and not more than 90 days after the date of *your* formal COBRA notification.

If *you* have any questions about *your* rights to COBRA continuation coverage, *you* should contact *your* COBRA administrator.

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SECTION 4 GENERAL PLAN INFORMATION

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PLAN DESCRIPTION INFORMATION

The *employer* sets the benefits under the *plan*. The *employer* sets the rights and privileges of plan participants to those benefits. The *plan* pays benefits directly from the general assets of the *employer*, as needed.

Each *employee* in the *plan* will receive a Summary Plan Description (SPD). This booklet is the SPD and Plan Document for the *plan*. It contains information on: eligibility; termination; benefits provided; and other general *plan* provisions.

The purpose of this SPD is to set forth the provisions of this *plan*. The *plan* provides for the payment or reimbursement of eligible medical expenses.

PLAN NAME	Colorado Employer Benefit Trust Employee Health and Welfare Benefit Plan
TYPE OF PLAN	A self funded welfare plan that provides medical benefits to covered <i>employees</i> and <i>dependents</i> . This <i>plan</i> is not financed or administered by an insurance company. The <i>plan's</i> benefits are not guaranteed by a contract of insurance.
PLAN EFFECTIVE DATE	July 1, 2010 Revision January 1, 1989 Original
PLAN YEAR FOR GOVERNMENT REPORTING	July 1 to June 30
PLAN ADMINISTRATOR/ PLAN SPONSOR	Colorado Employer Benefit Trust 8200 E. Maplewood Ave, Suite 100 Greenwood Village, CO 80111 (303) 773-1373 or 1-800-332-1168
EMPLOYER IDENTIFICATION NUMBER	74-2141123
CLAIMS ADMINISTRATOR	UMR, Inc. 2700 Midwest Drive Onalaska, WI 54650-8764 (800) 236-8672 (Toll-free) CNIC P.O. Box 76149 Colorado Springs, CO 80970-6149 (877) 321-4412 (Toll-free)
AGENT FOR SERVICE OF LEGAL PROCESS	Colorado Employer Benefit Trust 8200 E. Maplewood Ave, Suite 100 Greenwood Village, CO 80111 (303) 773-1373 or 1-800-332-1168

COORDINATION OF BENEFITS

Benefits Subject to This Provision

This *plan's* benefits are coordinated with benefits provided by other plans that cover *you*. This is done to prevent over insurance, which would result in an increase in the cost of coverage under this *plan*. This provision will apply whether or not *you* file a claim under any other plan that covers *you*.

Effect on Benefits

In certain cases, this *plan's* benefits will be reduced when *you* are covered by other plans that provide benefits for the same service. Benefits under this *plan* and any other plans, as defined below, will be coordinated. The total benefit will not exceed 100% of the total *covered expenses* incurred under this *plan*.

Definitions

A plan is any coverage that provides benefits for medical or dental expenses. Benefits may be provided by payment or service. Plan includes any of the following:

1. Group or franchise insurance coverage, whether insured or self-funded;
2. *Hospital* or medical service organizations on a group basis and other group pre-payment plans;
3. A licensed Health Maintenance Organization (HMO);
4. Any coverage sponsored or provided by or through an educational institution;
5. Any governmental program or a program mandated by state statute;
6. Any coverage sponsored or provided by or through an *employer*, trustee, union, *employee* benefit, or other association.

This includes group type contracts not available to the general public. Such contracts may be obtained due to the *covered person's* membership in or connection with a particular group. This provision will apply whether or not such coverage is designated as franchise, blanket, or in some other fashion.

This does not include group or individual automobile "no fault" or traditional "fault" type contracts. It does not include school or other similar liability type contracts. Nor does it include other types of contracts claiming to be excess or contingent in all cases.

How Coordination of Benefits Works

One of the plans involved will pay benefits first, without considering the benefits available under the other plans. This is called the primary plan. The other plans will then make up the difference, up to the total *covered expense*. These plans are called secondary plans.

When a plan provides benefits in the form of services rather than cash payments, the *customary, usual and reasonable* value of each service will be deemed to be the benefit paid. No plan will pay more than it would have paid without this provision.

Order of Benefit Determination

The primary plan will be determined by the following rules. That plan will pay benefits first.

1. The plan that has no coordination provision will be primary.
2. The plan that covers the person as an *employee* will be primary.

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Coordination of Benefits - continued

3. For a child who is covered under both parents' plans, the plan covering the parent whose birthday (month and day) occurs first in the *calendar year* will be primary. If both parents have the same birthday, the plan covering a parent for the longest period of time will be primary.
4. In the case of a child that is placed in the joint custody and physical placement of divorced, separated or unmarried parents rule 3. will apply, unless one parent has been assigned financial responsibility for the medical expenses of the child. In that case, the plan of the parent with financial responsibility, as ordered by the court, will be primary.
5. In the case of a child of divorced, separated or unmarried parents that is not in the joint custody and physical placement of both parents:
 - a. the plan of a parent who has primary physical placement will be primary,
 - b. the plan of a step-parent that has primary physical placement will pay benefits next,
 - c. the plan of a parent who does not have primary physical placement will pay benefits next, and
 - d. the plan of a step-parent that does not have primary physical placement will pay benefits next.

Unless one parent has been assigned financial responsibility for the medical expenses of the child. In that case, the plan of the parent with financial responsibility, as ordered by the court, will be primary.

6. The plan covering an inactive person: laid off; retired; on COBRA or any other form of continuation; or the dependent of such a person will pay benefits after the plan covering such persons as an active employee or the dependent of an active employee.
7. The plan covering the person under a disability extension of benefits will pay benefits before the plan covering such persons as an active employee or the dependent of an active employee.

If the primary plan is not established by the above rules, the plan that has covered the person for the longest period of time will be primary. If all plans have covered the person for the same period of time, the plans will share equally in the allowable expenses. In no event, will any plan pay more than it would have paid as primary.

If a plan other than this *plan* does not include provision 3., then that provision will be waived in order to determine benefits with the other plan.

Coordination of Benefits between Medical and Dental Plans

In all cases, the dental plan will be secondary. It will only pay benefits after the medical plan pays its benefits as the primary plan.

Coordination of Benefits with Medicare

In all cases, coordination with *Medicare* will conform to Federal Statutes and Regulations. Each person that is eligible for *Medicare* will be assumed to have full *Medicare* coverage. Full *Medicare* coverage is: Part A hospital insurance; and Part B voluntary medical insurance. Full *Medicare* coverage will be assumed whether or not it has been taken. *Your* benefits under this *plan* are subject to the allowable limiting charges set by *Medicare*. Benefits will be coordinated to the extent they would have been paid under *Medicare* as allowed by Federal Statutes and Regulations.

If the primary payer cannot be determined due to coverage under more than one plan and Medicare, the plan that is primary to Medicare by Federal Statute will pay benefits first. This will apply whether the plan covers the person as an employee, dependent or other.

RECOVERY RIGHTS

GENERAL RECOVERY RIGHTS PROVISIONS

APPLICABLE TO RIGHT OF SUBROGATION, RIGHT OF REIMBURSEMENT, EXCESS COVERAGE PROVISION AND WORKERS' COMPENSATION

By accepting benefits paid by this *plan*, *you* agree to all of the following conditions. The payment of any claims by the *plan* is an advancement of *plan* assets. The *plan* has first priority to receive repayment of those *plan* assets out of any amount *you* recover. The *plan's* recovery rights have first priority over any and all other claims to recover damages, including first priority to receive payment from any liable or responsible party before *you* receive payment from that party. The *plan's* recovery rights will apply regardless of whether the amount of health care expense is agreed upon or defined in any settlement or compromise. The *plan's* recovery rights will apply even if any health care expense is excluded from the settlement or compromise. These rights will apply regardless of whether or not *you* are made whole.

The *plan* will not pay attorney fees without the express written consent of the *plan administrator*. The *plan* will not pay any costs associated with any claim or lawsuit without the express written consent of the *plan administrator*.

If *you* are deceased, the rights and provisions of this section will apply equally to *your* estate. If *you* are legally incapacitated the rights and provisions of this section will apply equally to *your* legal guardian.

In consideration of the coverage provided by this *plan*, when *you* file a claim *you* agree to all of the following conditions. *You* will sign any documents that the *plan* considers necessary to enforce its recovery rights. *You* will do whatever is necessary to enable the *plan* to exercise its recovery rights. *You* will follow the provisions of this section and do nothing at any time to prejudice those rights. *You* will assign to the *plan* any rights *you* have for expenses the *plan* paid on *your* behalf. *You* will hold any settlement funds in trust, either in a separate bank account in *your* name or in *your* attorney's trust account, until all *plan* assets are fully repaid or the *plan* agrees to disbursement of the funds in writing, if *you* receive payment from any liable or responsible party and the *plan* alleges that some or all of those funds are due and owed to the *plan*. *You* will serve as a trustee over those funds to the extent of the benefits the *plan* has paid.

For the purposes of this provision, the following definitions will apply:

1. Health care expense means any medical, dental or loss of time expense that has been paid by the *plan*. It also includes any medical, dental or loss of time expense that may be payable by the *plan* in the future.
2. Any responsible or liable party means the responsible or liable party; any liability or other insurance covering the responsible or liable party; *you* or *your* covered *dependent's* own uninsured motorist insurance or under insured motorist insurance; any medical payment, no-fault or school insurance coverage.

You have a duty to cooperate with the *plan* in the pursuit of any recovery. Failure to comply with the requirements of this section may result in the loss of *your* benefits under this *plan*.

Right of Subrogation

If, after payments have been made under this *plan*, *you* have a right to recover damages from a responsible or liable party, the *plan* shall be subrogated to that right to recover. The *plan's* right of subrogation is to full recovery. It may be made from any responsible or liable party. It will be to the extent of expenses that are paid or payable for any health care expenses under the *plan*.

Recovery Rights - continued

Right of Reimbursement

If benefits are paid under this *plan* and *you* recover from a responsible or liable party by settlement, judgment or otherwise, the *plan* has a right to recover from *you*. Recovery will be in an amount equal to the amount of *plan* assets paid on *your* behalf. The *plan's* right of reimbursement may be from funds received from any responsible or liable party. It will be to the extent of *plan* assets that are paid or payable for any health care expenses under the *plan*.

Excess Coverage Provision

Benefits are not payable for an *injury* or *sickness* if there is any responsible or liable party providing coverage for health care expenses *you* incur. This will apply regardless of whether such other coverage is described as primary, excess or contingent. In order to avoid delays in the paying of claims the *plan* may make payments on *your* behalf for *covered expenses* for which there is other insurance providing medical payments or health care expense coverage. Such payments are at the sole discretion of the *plan* and will be considered an advancement of *plan* assets to *you*.

This *plan* does not provide benefits or may reduce benefits for any present or future *covered expenses* that *you* have been compensated for. This will apply to the extent of any recovery by settlement, judgment or otherwise from any responsible or liable party. Benefits may be denied or reduced regardless of whether such recovery or part thereof is specifically denominated for health care expenses, personal injuries, lost wages or any other loss. Any reduction or denial of benefits is at the sole discretion of the *plan*.

Workers' Compensation

This *plan* excludes coverage for any *injury* or *sickness* that is eligible for benefits under Workers' Compensation. If benefits are paid by the *plan* and *you* receive Workers' Compensation for the same incident, the *plan* has the right to recover. That right is described in this section. The *plan* reserves its right to exercise its recovery rights against *you* even though:

1. The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;
2. No final determination is made that the *injury* or *sickness* was sustained in the course of or resulted from *your* employment;
3. The amount of Workers' Compensation due to health care expense is not agreed upon or defined by *you* or the Workers' Compensation carrier; or
4. The health care expense is specifically excluded from the Workers' Compensation settlement or compromise.

GENERAL PROVISIONS

The following provisions are to protect *your* legal rights and the legal rights of the *plan*.

ALTERNATE RECIPIENTS

If a court order requires a *covered person* to provide health care coverage for a *dependent* child, coverage must be provided to the child. Coverage may not be subject to *plan* requirements such as: custody; marital status of parent; claimed on taxes; or 50% support. Enrollment periods and other similar limits on the eligibility of *dependents* are also waived for that child. If a *covered person* does not enroll the child in the *plan*, the *plan* must recognize the child's right to be enrolled. The custodial parent or legal guardian of the child may exercise this right. The Department of Health and Social Services may also exercise this right.

The child will be as an *employee* under the *plan* for the purpose of receiving *plan* information. The custodial parent or legal guardian may have this right on behalf of the child. The Department of Health and Social Services will also have this right. They must receive all information needed to be enrolled in and receive benefits under the *plan*. They must be provided with a copy of the *plan's* Summary Plan Description (SPD). Any payments made by the *plan* must be made to the child or the provider of service. Payment may also be made to the custodial parent, legal guardian or the Department of Health and Social Services.

A court order will not entitle the child to any benefits or coverage not already offered by the *plan*.

AMENDMENTS TO OR TERMINATION OF THE PLAN

The *plan's* benefits may be amended by the *employer* at any time. The *plan* may be terminated by the *employer* at any time. Any changes to the *plan* will be communicated immediately by the *employer* to the persons covered under the *plan*.

If the *plan* is terminated, the rights of the *covered persons* to benefits are limited. Only claims incurred and payable prior to the date of termination will be payable. *Plan* assets will be allocated to the exclusive benefit of the *covered persons*. Any taxes and expenses of the *plan* may be paid from the *plan* assets.

ASSIGNMENT

Any assignment will only be applied if the provider will refund any payments made in error. The *plan* does not attest to the legal validity or effect of any assignment.

CONFORMITY WITH APPLICABLE LAWS

If any part of this *plan* conflicts with any law that applies to the *plan*, it is hereby amended to comply with that law.

CONTRIBUTIONS TO THE PLAN

The *plan* is funded by contributions from the *employer* and the covered *employees*.

Any funds contributed by the *employees* are applied to the expenses of the *plan* as soon as is reasonably possible. Any excess funds are used to pay claims. The *employer* sets the amount of the *employee* contribution. The *employer* reserves the right to modify such contributions. All *employee* contributions are on a non-discriminatory basis.

DISCRETIONARY AUTHORITY

Benefits under this *plan* will be paid only if the *plan administrator* decides in its discretion that the *covered person* is entitled to the benefits. The *plan administrator* will have full discretion to interpret *plan* terms; make decisions regarding eligibility; and resolve factual questions. This discretion will apply with respect to all claim payments and benefits under the *plan*.

FAILURE TO ENFORCE PLAN PROVISIONS

The *plan's* failure to enforce any part of the *plan* will not affect the right, thereafter, to enforce that provision. Such failure will not affect the right to enforce any other provision of the *plan*.

FREE CHOICE OF PROVIDER

The *covered person* has a free choice of any legally licensed provider. The *plan* will not interfere with the provider/patient relationship.

INTERPRETATION

This *plan* does not constitute a contract between the *employer* and any *covered person*. It will not be considered as an incentive or condition of employment. The *plan* will not modify the provisions of any collective bargaining agreement that may be made by the *employer*. A copy of any such agreement is available from the *plan administrator* upon written request.

LEGAL ACTIONS

You may request the alternate dispute resolution process provided by the *plan* or bring an action at law or equity against the *plan*. Such action may not be sought until 60 days after the date *you* provide written proof of loss to the *plan*. If an alternative method of dispute resolution has been agreed to, action at law or equity may not be sought until the end of that process. Any such action cannot be sought more than three years after such proof of loss is submitted.

PAYMENT OF CLAIMS

All benefits (except for prescription drugs) will be paid directly to the provider of services, unless *you* direct otherwise in writing at the time proof of loss is filed.

Benefits payable on behalf of *you* or *your covered dependent*, upon death, will be paid at the *plan's* option to any one or more of the following: *your* spouse; *your dependent* children, including legally adopted children; *your* parents; *your* brothers and sisters; or *your* estate.

Any payment made in good faith will fully discharge the *plan* of its obligations to the extent of such payment.

PHYSICAL EXAMINATION

The *plan* has the right to have *you* examined as often as reasonably necessary while a claim is pending. Such examination will be at the *plan's* expense.

PRIVACY

The *employer*, who is the sponsor of this *plan*, will receive protected health information. The information may be identified to the individual in some cases. The *employer* is limited in how it may use this information. Its uses and disclosures must be necessary to carry out *plan* functions. The *plan* functions must relate to payment or health care operations, as defined in 45 CFR Subtitle A, Subchapter C, Part 164 - Security and Privacy. It may also use or disclose the information as required by law.

General Provision for Privacy – continued

Prior to receiving any protected health information the *employer* must certify to the *plan* that it agrees to:

1. Not use or disclose the information, except as stated above;
2. Require that any agent or subcontractor of the *employer* agree to the same limits that apply to the *employer* prior to giving the information to them;
3. Not use or disclose the information for employment related decisions or actions;
4. Not use or disclose the information in connection with other benefit plans the *employer* may sponsor;
5. Report to the *plan* any use or disclosure that does not comply with this General Provision;
6. Make the information available for review by the person that it relates to;
7. Make the information available for amendment and include any amendments with it;
8. Provide the necessary information to give an accounting of disclosures;
9. Make its internal practices, books and records in relation to the information open for review by the Secretary of Health and Human Services;
10. Return or destroy all information when it is no longer needed. If that is not possible, limit any further use or disclosure to the reason it was not possible to return or destroy it;
11. Maintain adequate separation between the *plan* and itself. Access to the information will be limited to members of the *employer's* Human Resources and Finance Departments that work with the *plan*. These individuals will receive the minimum necessary information to carry out the *plan* functions they perform; and
12. Provide an effective process to address non-compliance by the *employer* or its agents or subcontractors.

PRONOUNS

All personal pronouns used in the *plan* include either gender. This will be true unless its use clearly indicates otherwise.

PROTECTION AGAINST CREDITORS

Benefit payments under the *plan* are not subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind. Any attempt to accomplish these will be void. If the *plan* finds that such an attempt has been made, it, at its sole discretion, may terminate *your* interest in the payments. The *plan* will then apply the amount of the payment to the benefit of an adult child, guardian of a minor child, brother or sister, or other relative of the *covered person*. Such payment will fully discharge the *plan* to the extent of the payment.

RIGHT TO NECESSARY INFORMATION

The *plan* may require certain information in order to apply the provisions of this *plan*. To get this information the *plan* may release or obtain information from any party it needs to. The exchange of such information will not require *your* consent. Any party may include an insurance company, organization or person. Information will only be exchanged to the extent needed to implement the provisions of the *plan*. *You* agree to furnish any information needed to apply the *plan* provisions.

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RIGHT TO RECOVER

The *plan* reserves the right to recover payments made under the *plan*. Recovery is limited to the amount that exceeds the amount the *plan* is obligated to pay. This right of recovery applies against:

1. Any person(s) to, for or with respect to whom such payments were made; and
2. Any insurance company or organization. If under the terms of this *plan*, it owes benefits for the same expense under any other plan.

The *plan* alone shall determine against whom this right of recovery will be exercised.

If benefits have been paid by any other plan that should have been paid by this *plan*, the *plan* reserves the right to directly reimburse such plan. Reimbursement will be to the extent needed to satisfy the obligations of this *plan*. Any such payment made in good faith will fully discharge the *plan* of its obligation to the extent of such payment.

SECURITY

The *employer*, who is the sponsor of this *plan*, will receive electronic protected health information. The information may be identified to the individual in some cases. In relation to such electronic protected health information, the *employer* certifies to the *plan* that it agrees to.

1. Take appropriate and reasonable safeguards (administrative, physical and technical) to protect the confidentiality, integrity and availability of the information it creates, receives, maintains or transmits;
2. Require that any agent or subcontractor of the *employer* agrees to the same requirements that apply to the *employer* under this provision;
3. Report to the *plan* any security incident that the *employer* becomes aware of; and
4. Apply reasonable and appropriate security measures to maintain adequate separation between the *plan* and itself.

STATEMENTS

In the absence of fraud, all statements made by a *covered person* will be deemed representations and not warranties. A statement will not be used to contest coverage under the *plan* unless a signed copy of it has been provided to the *covered person*. If the *covered person* is deceased, the copy will be provided to their beneficiary.

TIME OF CLAIM DETERMINATION

After receipt of written proof of loss or utilization review request, the *plan* will notify *you* of its decision on *your* claim and issue payment, if any is due, as follows:

Urgent Care

Within 72 hours or as soon as possible if, *your* condition requires a shorter time frame. If more information is needed to make a decision on the claim, the *plan* will notify *you* of the specific information needed within 24 hours. *You* will then have 48 hours from the receipt of the notice to provide the requested information. Within 48 hours of its receipt of the additional information, the *plan* will give its decision on the claim. If *you* fail to provide the information requested by the *plan*, the *plan* will provide *you* with its decision on the claim within 48 hours of the end of the period that *you* were given to provide the information.

Time of Claim Determination – continued

If *you* fail to follow the *plan* procedure for a *pre-service claim*, the *plan* will notify *you* within 24 hours of the *plan's* receipt of the pre-authorization request. The notice will include the reason why the request failed and the proper process for obtaining pre-authorization.

Concurrent Care

Prior to the end of any pre-authorized course of treatment, if benefits are being stopped prior to the number of treatments or time period that was authorized. The notice must provide time for *you* to make an appeal and receive a decision on that appeal prior to the benefit being stopped. This will not apply if the benefit is being stopped due to a *plan amendment*. This will not apply if the benefit is being stopped due to the termination of the *plan*.

Requests to extend a pre-authorized treatment that involves *urgent care* must be responded to within 24 hours or as soon as possible if, *your* condition requires a shorter time frame. Such requests must be made at least 24 hours before the authorized course of treatment ends.

Pre-Service Claims

Within 15 days of receipt of a non-*urgent care* claim. The *plan* may extend this period by 15 days if; *you* are notified of the need for an extension prior to the end of the initial period. The extension must be due to circumstances that are beyond the *plan's* control. If an extension is due to the need for additional information, the *plan* will notify *you* of the specific information needed. *You* will then have 45 days from the receipt of the notice to provide the requested information.

If *you* fail to follow the *plan* procedure for a non-*urgent care pre-service claim*, the *plan* will notify *you* within five days of the *plan's* receipt of the pre-authorization request. The notice will include the reason why the request failed and the proper process for obtaining pre-authorization.

Post-Service Claims

Within 30 days of receipt of the claim. The *plan* may extend this period by 15 days if; *you* are notified of the need for an extension prior to the end of the initial period. The extension must be due to circumstances that are beyond the *plan's* control. If an extension is due to the need for additional information, the *plan* will notify *you* of the specific information needed. *You* will then have 45 days from the receipt of the notice to provide the requested information.

WORKERS' COMPENSATION NOT AFFECTED

This *plan* is not issued in lieu of Workers' Compensation coverage. It does not affect any requirement for coverage by any Workers' Compensation Law. It does not affect any requirement for coverage by any Occupational Disease Act.

CLAIM APPEAL PROCEDURE

If the *employee, dependent* or other beneficiary is not satisfied with the payment of claims provided, they must contact the *plan administrator*. An attempt will be made to resolve the concerns through an internal issue resolution process. If *you* are not satisfied with the resolution and wish to pursue the issue further, *you* may submit a written request to the *plan administrator* to initiate the appeal process. If *your* request for review is not received within one year, *your* right to appeal the claim denial is forfeited.

The *plan administrator* will attempt to resolve appeals through research by the appropriate department to determine if criteria and processes have been administered correctly. The *employee, dependent* or other beneficiary will be notified of the resolution no later than 31 days after the written request is received. If *you* are not satisfied with the decision, a written request must be submitted within 90 days of the review determination to initiate the next level of the Appeal Process. If this step of the process is not initiated as explained above, the action or claim denial will stand.

The Level I Review Committee will provide the first level formal review and the *plan administrator* will respond within 31 days after receiving the written request for review by the Level I Review Committee. *You* can proceed to the Member Relations Committee if new or additional information becomes available, and *you* submit a written request within 60 days of the Level I determination.

The Member Relations Committee will provide the second level formal review and the *plan administrator* will respond with a written determination of the Committee's findings within 31 days after the meeting of the Member Relations Committee.

Any *covered person* whose application for benefits under these Rules and Regulations has been denied in whole or in part, or whose claim to benefits or against the *plan* is otherwise denied, shall be notified in writing of such denial and the reasons therefore and may petition the *Board of Trustees* or the agent appointed by the *Board of Trustees*. A petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disputing the denial, shall be accompanied by any pertinent documentary material not already furnished to the *plan*, and shall be filed with or received by the *Board of Trustees* or the agent appointed by the *Board of Trustees* within 60 days after the date shown on the notice to the petitioner of the denial.

Upon good cause shown, the *Board of Trustees* or the agent appointed by the *Board of Trustees* shall permit the petition to be amended or supplemented and shall grant a hearing on the petition to receive and hear any evidence or argument which cannot be presented satisfactorily by correspondence. The failure to file a petition for review within such 60 day period, or the failure to appear and participate in such hearing, shall constitute a waiver of the claimant's right to review of the denial on the basis of the information and evidence submitted prior to the denial or hearing, as the case may be, provided that the *Board of Trustees* or the agent appointed by the *Board of Trustees* may relieve a claimant of any such waiver for good cause if application for such relief is made within one year after the date shown on the notice of denial. Such failure will not, however, preclude the claimant from establishing eligibility for benefits at a later date based on additional information and evidence which was not available to the claimant at the time of the denial or hearing. A decision by the *Board of Trustees* or the agent appointed by the *Board of Trustees* shall be made promptly unless special circumstance require an extension of time for processing, in which case a decision shall be returned as soon as possible, but not later than 120 days after receipt of the request for review. The petitioner shall be advised of the decision in writing.

The decision of the *Board of Trustees* or the agent appointed by the *Board of Trustees* with respect to a petition for review shall be final and binding upon all parties, including the applicant or petitioner any person claiming under the applicant or petitioner. The provision of this section shall apply to and include any and every claim to benefits from the *plan*, any claim or right asserted under these Rules and Regulations or against the *plan*, regardless of when the act or omission upon which the claim is based occurred.

BENEFIT PLAN AMENDMENT
IT IS UNDERSTOOD AND AGREED THAT:

On page 3-4, the Retiree Coverage section is corrected to read as follows:

RETIREE COVERAGE

Retiree *employees* and their *dependents* may, at their former *employer's* option, continue coverage. The retiree must be at least 50 years old and:

1. Have either ten (10) years of continuous coverage with any participating *employer*; or
2. Have been employed by a participating *employer* for at least fifteen (15) years, or such other restrictions as the *employer* may impose. The retiree may continue coverage until age 65.

Retiree Coverage will continue until the date the retiree reaches age 65. At that time coverage will also end for any *dependents* of the retiree. The retiree must pay their portion of any *plan* contributions.

NOTE: If *you* are Medicare eligible, claims must be submitted to Medicare first. After Medicare has processed *your* claim, the claim and the Medicare EOB should be submitted to this *plan*.

IN WITNESS WHEREOF, the undersigned has caused this amendment to be duly adopted and effective as of July 1, 2010.

Colorado Employer Benefit Trust

(Authorized Representative)

(Date)

SIGNED

BENEFIT PLAN AMENDMENT
IT IS UNDERSTOOD AND AGREED THAT:

On page 1-43, item 23 of the Other Covered Expenses section is deleted from the *plan* in its entirety.

On page 1-48, the following is added to the Reproduction category of Limitations and Exclusions:

5. **Elective abortions** performed by any means including surgical and pharmaceutical methods;

IN WITNESS WHEREOF, the undersigned has caused this amendment to be duly adopted and effective as of November 17, 2010.

Colorado Employer Benefit Trust

(Authorized Representative)

(Date)

SIGNED