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**Medical Plan Document and  
Summary Plan Description (SPD)  
For Employer Solutions Group, LLC**



**Amended & Restated January 1, 2022**

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**For the Schedule of Benefits, see page 4**

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**For assistance in a non-English language, please call 888-701-2975.**

**Para obtener asistencia en Español, por favor llame al número arriba.**

## **Introduction**

Welcome to the Employer Solutions Group, LLC Medical Plan.

This document explains the operation of your health plan. Please call 888-701-2975 if you have any questions.

### **Introduction**

The Plan Sponsor has established the Plan, for the benefit of Employees, to help offset the financial impact of an Injury or Sickness.

The Plan Document describes the terms for payment of covered medical and prescription charges.

### **Applicable Law**

This Plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). To the extent not preempted by Federal law, the Plan shall be governed by the law of the State where the Plan Sponsor maintains its principal place of business.

### **Discretionary Authority**

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD. The Plan Administrator also has full discretionary authority to interpret the Plan and to determine all questions relating to the Plan as they relate to eligibility to participate in the Plan or the level of stipend offered under the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals, committees, or third-parties.

### **Fiduciary**

The Plan Administrator is the named fiduciary of the Plan.

### **Legal Entity; Service of Process**

The Plan is a legal entity. Legal process may be served on the Plan Administrator. You must exhaust your appeal rights (other than external review) before bringing legal action.

### **Plan Contributions & Funding**

The Plan is self-funded by the general assets of the Plan Sponsor and covered Employees. The Plan Sponsor determines the level of Employee contributions.

## **Schedule of Benefits**

**Call 888-701-2975 to verify eligibility for benefits before the charge is Incurred.**

Reimbursement from the Plan may be reduced or denied due to the provisions in the Plan, such as coordination of benefits, subrogation, or medical necessity.

### **COPAY AND COINSURANCE**

**Copay.** A flat fee that is paid each time a service is provided.

### **MAXIMUM ALLOWABLE CHARGE LIMITATION**

The Plan pays benefits based on the Maximum Allowable Charge, as defined in the Definitions section of this Plan Document, rather than billed charges. If a Provider charges more than the Maximum Allowable Charge (as determined by the Plan), the Plan Participant may be responsible for the amount in excess of the Maximum Allowable Charge, unless prohibited by applicable law.

The Plan has a fiduciary obligation to its participants to preserve Plan assets against charges that exceed the Maximum Allowable Charge. This excess amount is considered outside the scope of the Plan: it is not counted toward satisfaction of the Deductible, and it is not paid by the Plan even after satisfaction of the Deductible.

The Maximum Allowable Charge will not include charges for Unbundling, as defined by this Plan Document, which includes any items billed separately that are customarily included in a global billing procedure code in accordance with the American Medical Association's CPT® (Current Procedural Terminology) and/or the Healthcare Common Procedure Coding System (HCPCS) codes used by CMS.

### **ADVOCACY**

It is the Plan's position that a Provider should not balance bill a Plan Participant for amounts in excess of the Maximum Allowable Charge. It is the Plan's position that these Excess Charges are clearly excessive and exorbitant.

### **PROVIDER NETWORK**

Your provider network name, phone number and website are displayed on the front of your ID card.

This Plan has entered into an agreement with provider networks. In-network Providers have agreed to charge reduced fees to Plan Participants.

The Plan may pay for out-of-network services at the in-network benefit level if:

- A Plan Participant has no in-Network Providers in the necessary specialty within the PPO service area; or
- A Plan Participant unavoidably receives services from an out-of-network Provider at an in-Network facility.

Also, pursuant to the No Surprises Act, effective January 1, 2022, the Plan shall provide for out-of-network services at the in-network benefit level if:

- A Plan Participant receives emergency services from an out-of-network Provider or emergency facility;
- A Plan Participant receives non-emergency services from an out-of-network Provider at an in-Network facility, unless the provider furnishes notice to the Plan Participant, beneficiary, or authorized representative and receives consent from the individual in compliance with the No Surprises Act; or

- A Plan Participant receives air ambulance services furnished by an out-of-network Provider.

Additional information about this option, as well as a list of in-network Providers, will be made available to a Plan Participant upon request and without charge.

You have a free choice of any provider (i.e. in-network or out-of-network) and you, together with your provider, are ultimately responsible for determining the appropriate course of medical treatment, regardless of whether the Plan will pay for all or a portion of the cost of such care.

Effective January 1, 2022, if a Provider is removed from the Plan's network, the Plan will notify Plan Participants who are receiving care from the Provider that the Provider is no longer in the Plan's network and that the Participant has the right to elect to continue receiving transitional care from the Provider under the same terms and conditions that would have applied had the Provider remained in-Network for up to a 90-day period from when the notice was furnished to the Participant.

### **INFORMATION AND RECORDS**

HealthEZ may require additional information to make a benefit determination. The Plan Participant or Provider must send this information in the timeframe requested. Failure to send will result in denial of payment.

### **CLAIMS REVIEW**

HealthEZ may use its discretionary authority to utilize an independent bill review and/or claim audit program.

HealthEZ has the discretionary authority to reduce any charge to a Usual and Customary or Reasonable amount. The Medicare reimbursement methodology is used in determining a Usual and Customary or Reasonable amount by the Plan.

**Schedule of Benefits**  
**ESG Care Copper MEC Plus Plan**

	In Network	Out of Network
<b>DEDUCTIBLE &amp; OUT-OF-POCKET MAXIMUM</b>		
<b>Individual Coverage</b>	None	None
<b>Family Coverage</b>	None	None
<b>PREVENTIVE CARE SERVICES FOR CHILDREN (UNDER AGE 18)</b>		
<b>Assessments</b> <ul style="list-style-type: none"> <li>• Alcohol and Drug Use</li> <li>• Behavioral (Limit 5)</li> <li>• Oral Health (Up to age 10)</li> </ul>	No Charge	Not Covered
<b>Height, Weight and Body Mass Index</b>	No Charge	Not Covered
<b>Immunizations</b> <ul style="list-style-type: none"> <li>• Diphtheria, Tetanus, pertussis</li> <li>• Haemophilus influenza type b</li> <li>• Hepatitis A</li> <li>• Hepatitis B</li> <li>• Human Papillomavirus</li> <li>• Inactivated Poliovirus</li> <li>• Influenza (Flu Shot)</li> <li>• Measles, Mumps, Rubella</li> <li>• Meningococcal</li> <li>• Pneumococcal</li> <li>• Rotavirus</li> <li>• Varicella</li> </ul>	No Charge	Not Covered
<b>Medical History</b>	No Charge	Not Covered
<b>Preventive Medication</b> Gonorrhea (For the eyes of newborns)	No Charge	Not Covered
<b>Supplements</b> <ul style="list-style-type: none"> <li>• Fluoride Chemoprevention (for children without fluoride in their water source when prescribed by a physician)</li> <li>• Iron (Up to age 12 months)</li> </ul>	No Charge	Not Covered
<b>Screenings</b> <ul style="list-style-type: none"> <li>• Autism (Limit 2 per 24 months)</li> <li>• Blood Pressure</li> <li>• Cervical Dysplasia</li> <li>• Congenital Hypothyroidism</li> <li>• Depression (Age 12 and older)</li> <li>• Developmental (Up to age 3)</li> <li>• Dyslipidemia</li> </ul>	No Charge	Not Covered

<ul style="list-style-type: none"> <li>• Hearing</li> <li>• Hematocrit or Hemoglobin</li> <li>• Hemoglobinopathies or Sick cell</li> <li>• HIV</li> <li>• Lead</li> <li>• Obesity (And counseling)</li> <li>• Phenylketonuria (PKU)</li> <li>• Sexually Transmitted Infection (STI) (And counseling)</li> <li>• Tuberculin</li> <li>• Vision (Up to age 5)</li> </ul>		
<b>PREVENTIVE CARE SERVICES FOR WOMEN</b>		
<b>Breastfeeding</b> Comprehensive support and counseling from trained providers, as well as access to breastfeeding supplies, for pregnant and nursing women.	No Charge	Not Covered
<b>Contraception</b> Food and Drug Administration – approved contraceptive methods, sterilization procedures, and patient education and counseling, not including abortifacient drugs.	No Charge	Not Covered
<b>Counseling</b> <ul style="list-style-type: none"> <li>• BRCA (And Genetic testing for women at higher risk)</li> <li>• Breast Cancer Chemoprevention</li> <li>• Domestic and interpersonal violence</li> <li>• Sexually Transmitted Infections (STI)</li> </ul>	No Charge	Not Covered
<b>Human Papillomavirus (HPV) DNA Test</b> Every 3 years for women with normal cytology results who are 30 or older.	No Charge	Not Covered
<b>Supplements</b> Folic Acid (when prescribed by a physician)	No Charge	Not Covered
<b>Visits</b> Routine Prenatal and Well-Woman	No Charge	Not Covered
<b>Screenings</b> <ul style="list-style-type: none"> <li>• Anemia (For pregnant women on a routine basis)</li> <li>• Bacteriuria (For pregnant women)</li> <li>• Breast Cancer Mammography (Age 40 and over)</li> <li>• Cervical Cancer</li> <li>• Chlamydia Infection</li> <li>• Domestic and interpersonal violence</li> <li>• Gestational diabetes</li> <li>• Gonorrhea</li> <li>• Hepatitis B (For pregnant women)</li> <li>• Osteoporosis (Age 60 and over)</li> <li>• Ph Incompatibility (For pregnant women)</li> <li>• Tobacco Use</li> <li>• Syphilis</li> </ul>	No Charge	Not Covered

PREVENTIVE CARE SERVICES FOR ADULTS (AGE 18 AND OLDER)		
<b>Aspirin</b> Use for men ages 45-79 and for women ages 55-79 to prevent Cardiovascular Disease when prescribed by a physician	No Charge	Not Covered
<b>Counseling</b> <ul style="list-style-type: none"> <li>• Alcohol Misuse</li> <li>• Diet</li> <li>• Obesity</li> <li>• Sexually Transmitted Infection (STI)</li> </ul>	No Charge	Not Covered
<b>Immunizations</b> <ul style="list-style-type: none"> <li>• Hepatitis A</li> <li>• Hepatitis B</li> <li>• Herpes Zoster (Shingles)</li> <li>• Human Papillomavirus</li> <li>• Influenza (Flu Shot)</li> <li>• Measles, Mumps, Rubella</li> <li>• Meningococcal</li> <li>• Pneumococcal</li> <li>• Tetanus, Diphtheria, Pertussis</li> <li>• Varicella</li> </ul>	No Charge	Not Covered
<b>Screening</b> <ul style="list-style-type: none"> <li>• Abdominal Aortic Aneurysm (Age 65-75)</li> <li>• Alcohol Misuse</li> <li>• Blood Pressure</li> <li>• Cholesterol</li> <li>• Colorectal Cancer (Age 50 and over every 5 years)</li> <li>• Depression</li> <li>• Type 2 Diabetes</li> <li>• HIV</li> <li>• Obesity</li> <li>• Sexually Transmitted Infection (STI)</li> <li>• Tobacco Use</li> <li>• Syphilis</li> </ul>	No Charge	Not Covered
CLINIC AND INDEPENDENT LAB CHARGES		
<b>Physician Office Visit.</b> Includes office visits and associated labs & x-rays	\$20 Copay	Not Covered
<b>Specialist Office Visit</b>	\$50 Copay	Not Covered
<b>CVS Minute Clinic</b>	\$10 Copay	Not Covered
<b>Urgent Care Clinic</b>	\$50 Copay	Not Covered
<b>Allergy Shots and Testing</b>	PCP: \$20 Copay Specialty: \$50 Copay	Not Covered
<b>Outpatient Lab, Pathology, X-Ray</b>	\$60 Copay	Not Covered



<b>Chiropractic Services</b> 10 visit limit per year	\$75 Copay	Not Covered
<b>Durable Medical Equipment</b>	\$50 Copay	Not Covered
<b>Outpatient Mental Health</b> 10 visit limit per year. Substance Abuse is not covered.	\$75 Copay	Not Covered
<b>SCANS</b>		
<b>Complex Imaging: MRI/CT/PET Scans</b>	\$200 Copay	Not Covered
<b>HOSPITAL CHARGES</b>		
<b>Inpatient Hospital Services</b> Requires precertification.	Not Covered	Not Covered
<b>Outpatient Procedures</b>	Not Covered	Not Covered
<b>Inpatient &amp; Outpatient Hospital Labs, Pathology, Ultrasound and X-Ray</b>	Not Covered	Not Covered
<b>Emergency Room Care</b> Covered at in-network benefit level if determined medically necessary	Not Covered	Not Covered
<b>PREVENTIVE PRESCRIPTION DRUG SERVICES</b>		
	<b>Retail (per 30-day supply)</b>	<b>Mail Order (per 90-day Supply)</b>
<b>Generic</b>	No Charge	
<b>Brand Formulary</b>	Not Covered	
<b>Brand Non-Formulary</b>	Not Covered	
<b>Specialty Drugs</b>	Not Covered	
<b>NON-PREVENTIVE PRESCRIPTION DRUG SERVICES</b>		
	<b>Retail (per 30-day supply)</b>	<b>Mail Order (per 90-day Supply)</b>
<b>Generic</b>	\$10 Copay	Not Covered
<b>Brand Formulary</b>	100% Copay	
<b>Brand Non-Formulary</b>	Not Covered	
<b>Specialty Drugs</b>	Not Covered	

## **Eligibility**

Eligibility Requirements are determined by your Employer and set forth below. If you have any questions regarding eligibility, contact your Employer.

<b>REQUIREMENTS</b>	
<b>Employee</b>	Date of Hire
<b>Waiting Period</b>	None
<b>Eligible Dependent</b>	<ol style="list-style-type: none"> <li>1. An Employee's lawfully married spouse;</li> <li>2. An Employee's Child who is less than 26 years of age, without regard to the child's student or marital status or whether the child is the Employee's financial dependent; and</li> <li>3. An Employee's Child, regardless of age, who became Disabled prior to reaching 26 years of age and who has been continuously covered by the Plan since becoming Disabled. For purposes of this section, a Child is considered "disabled" if he or she meets the criteria used by the Social Security Administration to determine disability for purposes of the Supplemental Security Income program.</li> </ol> <p>The Plan reserves the right to require documentation to establish a Dependent relationship.</p>
<b>Coverage Termination</b>	Last day of the month once no longer eligible.
<b>Rehired Employees</b>	If an Employee is rehired within 13 weeks of their termination, they are eligible no later than first of the month following that rehire.

### **Enrollment**

An Employee must enroll for coverage with the Plan Sponsor within 31 days after the Employee becomes eligible. This enrollment cannot be changed or dropped without a qualifying event. During Open Enrollment, Employees will be able to elect, change, or discontinue coverage. The Plan Sponsor must forward the completed enrollment to HealthEZ in a timely manner.

### **Special Enrollment Rights**

Federal law allows a Special Enrollment right if you had a qualifying event. This request for enrollment must be made within 31 days of the qualifying event. Coverage will be effective on the date of the qualifying event and an Employee who is already enrolled in one plan may make changes to their enrollment.

Qualifying events include:

- Loss of eligibility for health coverage
  - Losing eligibility for existing health coverage, including job-based, individual, and student plans
  - Losing eligibility for Medicaid or CHIP or becoming eligible for a state premium assistance subsidy under Medicaid or CHIP
    - If an Employee has declined enrollment in the Plan for themselves or Dependents because of coverage under Medicaid or CHIP and loses that coverage or becomes eligible for a state premium assistance subsidy under Medicaid or CHIP, there is a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the Medicaid or CHIP coverage ends or after becoming eligible for a state premium subsidy under Medicaid or CHIP.
- Changes in household
  - Acquisition of a new spouse due to marriage
  - Acquisition of a new Dependent through marriage, birth, adoption or placement for placement for adoption

**Note: If other health plan coverage was lost because of failure to pay coverage premiums or required contributions, that Employee does not have a Special Enrollment right based on such loss of coverage.**

### **Termination of Coverage**

The Plan Sponsor or HealthEZ have the right to rescind any coverage for cause, including making a fraudulent claim or lying when obtaining coverage. In addition to being considered fraud on the Plan and an intentional misrepresentation, enrolling ineligible dependents or maintaining coverage for a person who no longer satisfies the dependent eligibility rules violates Employer Solutions Group, LLC policy. If Employer Solutions Group, LLC determines that an ineligible dependent has been enrolled, coverage may be canceled retroactively. Employer Solutions Group, LLC reserves the right to recover any and all benefit payments made for services received by ineligible dependents and to terminate the Employee's employment.

Except in cases where you and/or your covered Dependents fail to pay any required contribution to the cost of coverage, the Plan will not retroactively terminate coverage under the Plan unless you and/or your covered Dependents (or a person seeking coverage on behalf of you and/or your covered Dependents) performs an act, practice or omission that constitutes fraud with respect to the Plan or unless the individual makes an intentional misrepresentation of material fact. In such cases, the Plan will provide at least 30 days advance written notice to you or your covered Dependent who is affected before coverage will be retroactively terminated. As provided above, coverage may be retroactively terminated in cases where the required Employee contributions have not been paid by the applicable deadline. In those cases, no advance written notice is required.

Coverage will terminate on the earliest of these dates:

- The date the Plan is terminated or amended such that an individual loses coverage; or
- The last day of the month the Employee ceases to be Eligible.

### **Coverage during Disability or Leave of Absence**

A person may remain eligible for a limited time if disabled or during a leave of absence. Refer to your Employee handbook for further information. If coverage continuance is granted, coverage will end when the Employer ends the continuance.

For continuation during FMLA leave, coverage ends at the end of the FMLA maximum coverage period. Refer to your Employee Handbook for further information. COBRA continuation coverage may be available after coverage ends.

### **Employees on Military Leave**

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), if an Employee is absent from work because of service in the uniformed services, the Employee can continue health coverage for the Employee and the Employee's dependents. If the Employee or the Employee's covered dependents choose coverage under USERRA, then the Employee or the dependents must pay monthly premiums for coverage.

During a military leave that is expected to be 30 days or less, the Employee's current employee coverage will continue without interruption, assuming the Employee pays the normal share of premiums for the coverage.

While on paid military service leave (for up to one year), the Employee may maintain the health benefits for which the Employee was enrolled before military service leave by paying the Employee's normal share of premiums for coverage.

For Employees who continue coverage while in military service, coverage will terminate at the earliest of these dates:

- The 24-month period beginning on the date absence begins; or
- The date the Employee fails to return to work as required.

A person who elects to continue health plan coverage may be required to pay up to 102% of the full contribution under the Plan, unless on active duty for 30 days or less.

A Waiting Period may not be imposed upon reemployment if one would not have been imposed had coverage not been terminated because of military service. However, an exclusion or Waiting Period may be imposed for coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of active military service.

After your paid military service ends, the Employee may elect continuation coverage for up to 24 months under USERRA. In general, the Employee must meet the same requirements for electing USERRA coverage as are required under COBRA continuation coverage requirements. Coverage elected under these circumstances is concurrent, not cumulative. Dependents do not have any independent right to elect USERRA health plan continuation.

## **Covered Expenses**

**Covered Expenses are subject to the Usual and Customary Charges as determined by HealthEZ.**

1. **Contraceptives.** The charges for all FDA approved contraceptive methods are covered in accordance with Health Resources and Services Administration (HRSA) guidelines.
2. **Pregnancy.** Routine Prenatal is covered as Preventive Care.
3. **Preventive and Wellness Care for Adults and Children.** In accordance with Federal Law, benefits are available for evidence-based items or services that have a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force (USPSTF).

Immunizations that have a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention with respect to the individual involved.

A list of Preventive and Wellness Services can be found at:

<https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/uspstf-and-b-recommendations>.

4. **Smoking Cessation.** To the extent required by law and when under the treatment of a Physician.
5. **Sterilization.** To the extent required by the Patient Protection and Affordable Care Act (PPACA).

## **Defined Terms**

**These terms have significant meaning and when used in this Plan Document will be capitalized.**

1. **Adverse Benefit Determination.** A failure to provide or make payment (in whole or in part) for a benefit. This includes: denials, reduction, termination, or rescission.
2. **Allowable Expenses.** The dollar amount considered payment in full by an insurance plan. The allowable charge is a discounted rate rather than the actual charge.
3. **Approved Clinical Trial.** means a phase I, II, III or IV trial that is Federally funded by specified Agencies (National Institutes of Health, CDCP, Agency for Health Care Research, Centers for Medicare and Medicaid Services (“CMS”), Dept. of Defense or Veterans Affairs, or a non-governmental entity identified by NIH guidelines) or is conducted under an Investigational new drug application reviewed by the FDA (if such application is required).

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

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

“Routine patient costs” include all items and services consistent with the coverage provided in the Plan that is typically covered for a qualified individual who is not enrolled in a clinical trial. Routine patient costs do not include 1) the Investigational item, device or service itself; 2) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and 3) a service that is clearly inconsistent with the widely accepted and established standards of care for a particular Diagnosis. Plans are not required to provide benefits for routine patient care services provided outside of the Plan’s Network area unless out-of-network benefits are otherwise provided under the Plan.

4. **Child.** Employee’s own blood descendant of the first degree, a stepchild, lawfully adopted Child, or a Child placed with a covered Employee in anticipation of legal adoption, and/or a covered Employee’s Child who is an alternate recipient under a “Qualified Medical Child Support Order” required by law.
5. **Claim.** A detailed invoice that you or your healthcare provider sends to your health plan. This invoice shows the services you received.
6. **COBRA.** The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
7. **Covered Expense.** A service or treatment which is eligible for coverage in this Plan.
8. **Dependent.** A spouse or Child who is eligible for coverage.
9. **Employee.** A person who is employed by the Plan Sponsor and eligible for coverage.
10. **Effective Date.** The first day of coverage.
11. **ERISA.** The Employee Retirement Income Security Act of 1974, as amended.
12. **Family.** The covered Employee and the Dependents who are covered under the Plan.
13. **FMLA.** Family and Medical Leave Act of 1993, as amended.

14. **FMLA Leave** is a leave of absence, which the Employer is required to extend to an Employee.
15. **Formulary.** A list of covered prescription medications compiled by the Pharmacy Benefit Manager.
16. **Generic Drug.** A Prescription Drug which has the equivalency of the Brand Name drug with the same use and metabolic disintegration.
17. **GINA.** The Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), which prohibits group health plans, issuers of individual health care policies, and employers from discriminating on the basis of Genetic Information.
18. **HIPAA.** The Health Insurance Portability and Accountability Act of 1996, as amended.
19. **Illness.** A bodily disorder, disease, physical Sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or complications of Pregnancy.
20. **Incurred.** A Covered Expense is "Incurred" on the date the service is rendered, or the supply is obtained.
21. **Injury.** A physical Injury to the body caused by unexpected or external means.
22. **Legal Guardian.** A person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of an individual.
23. **Maximum Allowable Charge.** The benefit payable for a covered expense item in the Plan.

**Note:** HealthEZ has the discretionary authority to decide if a charge is Reasonable, Usual and Customary and Medically Necessary. The Plan will reimburse out of network charges at the billed rate if it is less than the Reasonable amount. The Maximum Allowable will not include any billing mistakes including, up-coding, duplicate charges and services not performed.

24. **Medical Care Necessity, Medically Necessary, Medical Necessity.** Health care services ordered by a licensed Physician exercising prudent clinical judgment provided to a Plan Participant for the purposes of evaluation, diagnosis or treatment of that Plan Participant's Sickness or Injury. Such services, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site and duration for the diagnosis or treatment of the Plan Participant's Sickness or Injury. The Medically Necessary setting and level of service is that setting and level of service which, considering the Plan Participant's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary must be no more costly than alternative interventions, including no intervention, and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Plan Participant's Sickness or Injury without adversely affecting the Plan Participant's medical condition.
  - It must not be maintenance therapy or maintenance treatment;
  - Its purpose must be to restore health;
  - It must not be primarily custodial in nature;
  - It must not be a listed item or treatment not allowed for reimbursement by CMS (Medicare);
  - The Plan reserves the right to incorporate CMS (Medicare) guidelines in effect on the date of treatment as additional criteria for determination of Medical Necessity and/or an Allowable Expense.

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

this Plan because they are not “Medically Necessary” does not mean that any other services are deemed to be “Medically Necessary.”

To be Medically Necessary, all these criteria must be met. Merely because a Physician or Dentist recommends, approves, or orders certain care does not mean that it is Medically Necessary. The determination of whether a service, supply, or treatment is or is not Medically Necessary may include findings of the FDA and HealthEZ’s own medical advisors. HealthEZ has the discretionary authority to decide whether care or treatment is Medically Necessary.

25. **Medicare.** The Health Insurance for the Aged and Disabled under Title XVIII of the Social Security Act, as amended.
26. **No-Fault Coverage.** The basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.
27. **Open Enrollment.** The yearly period when employees can enroll in benefits.
28. **Pharmacy.** An establishment where covered Prescription Drugs are filled and dispensed by a licensed pharmacist.
29. **Physician.** A Doctor of Medicine (M.D.), Osteopathy (D.O.), Podiatric Medicine (D.P.M.), Chiropractic (D.C.), Dental Surgery (D.D.S), or Optometry (O.D). Licensed Professional Counselor, Licensed Professional Physical Therapist, Master of Social Work (M.S.W.), Midwife, Licensed Professional Occupational Therapist, Psychiatrist, Psychologist (Ph.D.), or Licensed Professional Speech Language Pathologist. All physicians must be practicing within the scope of their license.
30. **Plan.** Employer Solutions Group, LLC Medical Plan, which is a group health plan for eligible Employees.
31. **Plan Participant.** An Employee or Dependent who is covered under this Plan.
32. **Plan Sponsor.** Employer Solutions Group, LLC
33. **Provider.** A health professional who provides health care services.
34. **Prenatal.** Existing or occurring before birth.
35. **Prescription Drug.** A pharmaceutical drug that legally requires a medical prescription to be dispensed.
36. **Preventive Care.** Routine healthcare that includes screenings, check-ups, and patient counseling to prevent illnesses, disease, or other health problems.
37. **Reasonable and/or Reasonableness.** In the administrator’s discretion, services or supplies, or fees for services or supplies which are necessary for the care and treatment of illness or injury not caused by the treating provider. Determination that fee(s) or services are reasonable will be made by HealthEZ.

This determination will consider the findings and assessments of the following entities: (a) The National Medical Associations, Societies, and organizations; and (b) the U.S. Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients, are not Reasonable. HealthEZ retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to



HealthEZ. A finding of provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

Charge(s) and/or services are not considered to be Reasonable, and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result from provider error(s) and/or facility-acquired conditions deemed “reasonably preventable” through the use of evidence-based guidelines, taking into consideration CMS guidelines.

The Plan reserves for itself and parties acting on its behalf the right to review charges processed and/or paid by the Plan, to identify charge(s) and/or service(s) that are not Reasonable and therefore not eligible for payment by the Plan.

38. **Sickness.** A person's illness, disease or Pregnancy (including complications).
39. **Special Enrollment Period.** A time outside the yearly Open Enrollment Period when you can enroll in benefits. You qualify for a Special Enrollment Period if you've had certain life qualifying events.
40. **Usual and Customary (U&C).** Covered Expenses which are identified by HealthEZ, taking into consideration the fee(s) which the Provider most frequently charges the majority of patients for the service or supply, the cost to the Provider for providing the services, the prevailing range of fees charged in the same “area” by Providers of similar training and experience for the service or supply, and the Medicare reimbursement rates.

The term(s) “same geographic locale” and/or “area” shall be defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made. To be Usual and Customary, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term “Usual” refers to the amount of a charge made for medical services, care, or supplies, to the extent that the charge does not exceed the common level of charges made by other medical professionals with similar credentials, or health care facilities, pharmacies, or equipment suppliers of similar standing, which are located in the same geographic locale in which the charge is Incurred.

The term “Customary” refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of a person of the same sex, comparable age and who receive such services or supplies within the same geographic locale.

The term “Usual and Customary” does not necessarily mean the actual charge made nor the specific service or supply furnished to a Plan Participant by a provider of services or supplies, such as a physician, therapist, nurse, hospital, or pharmacist. HealthEZ will determine what the Usual and Customary charge is, for any procedure, service, or supply, and whether a specific procedure, service or supply is Usual and Customary.

Usual and Customary charges may, at HealthEZ's discretion, alternatively be determined and established by the Plan using normative data such as, Medicare cost to charge ratios, average wholesale price (AWP) for prescriptions and/or manufacturer's retail pricing (MRP) for supplies and devices.

## **Prescription Drug Coverage**

Participating pharmacies have contracted with the Plan to charge Plan Participants reduced fees for covered Prescription Drugs. Contact your Pharmacy Benefit Manager for more information.

If a drug is purchased from a non-participating pharmacy or when the Plan Participant's ID card is not used, the total amount eligible for benefits will be the ingredient cost and the dispensing fee.

### **Prior Authorization**

Certain prescription drugs require a Prior Authorization. This means a review of a medication prescribed will be done before the Plan will cover it. A prior authorization may be required for drugs listed or not listed on the Pharmacy Benefit Manager's (PBM) formulary. For more information on Prior Authorizations, visit [www.EmployerSolutionsBenefits.com](http://www.EmployerSolutionsBenefits.com).

### **Expenses Not Covered**

1. **Appetite suppressants.** A charge for appetite suppressants, dietary supplements, or vitamin supplements, except for Prenatal vitamins requiring a prescription, or prescription vitamin supplements containing fluoride.
2. **Drugs used for cosmetic purposes.** Charges for drugs used for cosmetic purposes, such as anabolic steroids, Retin A, or medications for hair growth or removal.
3. **Experimental, Investigational, or non-FDA Approved.**
4. **Growth hormones.** Charges for drugs to enhance physical growth or athletic performance or appearance. Human Growth Hormone except for children or adolescents who have one of the following conditions:
  - Documented growth hormone deficiency causing slow growth;
  - Documented growth hormone deficiency causing infantile hypoglycemia;
  - SHOX
  - Short stature and growth due to Turner syndrome, Prader-Willi syndrome, chronic renal insufficiency prior to transplantation, central nervous system tumor treated with radiation;
  - Documented growth hormone deficiency due to a hypothalamic or pituitary condition.
5. **Impotence.** A charge for impotence medication.
6. **Injectable supplies.** A charge for hypodermic syringes and/or needles (other than for insulin).
7. **Inpatient medication.** A drug or medicine that is to be taken while Hospital confined. This includes being confined in any institution that has a facility for the dispensing of drugs and medicines on its premises. Instead, inpatient medication may be covered by the Plan's medical coverage.
8. **Medical exclusions.** A charge excluded under Medical Plan Exclusions.
9. **Copay Assistance.** A charge for Prescription Drugs which may be properly received without charge under local, state, or federal programs.
10. **Off-Label drugs.** A charge for FDA-approved drugs that are prescribed for non-FDA-approved uses.
11. **No prescription.** A drug or medicine that can legally be bought without a written prescription.
12. **Refills.** Any refill that is requested more than one year after the prescription was written or any refill that is more than the number of refills ordered by the Physician.

## How to Submit a Claim

In-Network Providers will submit Claims directly to HealthEZ. When a Plan Participant has an out of network claim to submit for consideration, they must submit:

- Member ID
- Employee's name
- Patient's Name
- Name, address, tax ID, NPI, and telephone number of the Provider of care
- Type of services rendered, with diagnosis and procedure codes
- Date of service(s)
- Any receipt

Send information to HealthEZ:

Mail – PO Box 211186, Eagan, MN 55121  
Email- service@healthez.com

### **WHEN CLAIMS SHOULD BE FILED**

Claims must be filed within 180 days of the date of service or they will be denied as untimely, unless tolled under the COVID-19 tolling rules. Benefits are applied based on the date of service.

HealthEZ reserves the right to request more information from the Plan Participant or provider.

### **TIMEFRAMES**

<b>The following timetable applies to post-service claims:</b>	
Notification to Plan Participant of an adverse benefit determination	30 days
Extension due to matters beyond the control of the Plan	15 days
Extension due to insufficient information on the Claim	15 days
Response by the Plan Participant following notice of insufficient information	45 days
Review of Adverse Benefit Determination	60 days after benefit appeal
<b>The following timetable applies to non-urgent pre-service claims:</b>	
Notification to Plan Participant of a benefit determination	15 days
Notification to Plan Participant of failure to follow procedures	5 days
Extension due to matters beyond the control of the Plan	15 days
Extension due to insufficient information on the Claim	15 days
Response by the Plan Participant following notice of insufficient information	45 days
Review of Adverse Benefit Determination	30 days after benefit appeal
<b>The following timetable applies to urgent care claims:</b>	
Notification to Plan Participant of a benefit determination	72 hours from receipt of a complete claim. If initial claim was incomplete, 48 hours after the earlier of: (1) date claimant provides requested information, or (2) end of the 48-hour period for claimant to provide the information.
Notification to Plan Participant of failure to follow procedures	24 hours from receipt of a claim
Notice of incomplete claim	24 hours

Time for claimant to provide requested information	48 hours
Review of Adverse Benefit Determination	72 hours
Deadline to notify claimant of determination on request to extend treatment involving urgent care (concurrent care)	24 hours after receipt of claim if claim made at least 24 hours prior to expiration of treatment
<b>The following timetable applies to concurrent care claims:</b>	
Notification to claimant of benefit reduction	Sufficiently prior to scheduled termination of course of treatment to allow claimant to appeal
Notification to claimant of rescission	30 days
Notification of determination on Appeal of Claims involving urgent care	24 hours (provided claimant files appeal more than 24 hours prior to scheduled termination of course of treatment)
Notification of Adverse Benefit Determination on Appeal for non-urgent claims	As soon as feasible, but not more than 30 days
Notification of Adverse Benefit Determination on Appeal for rescission claims	30 days

### **Notice to the Plan Participant of Adverse Benefit Determinations**

If a Claim is denied, in whole or in part, the denial is considered an Adverse Benefit Determination. Except with Urgent Care Claims, the Plan Administrator or its delegate will provide written or electronic notification of the Adverse Benefit Determination. For Urgent Care Claims, notification may be made orally and followed by written or electronic notification within three days of the oral notification. The notice will state in a culturally and linguistically appropriate manner and in a manner calculated to be understood by the claimant the following information:

- A reference to the specific portion(s) of the Plan upon which a denial is based;
- Specific reason(s) for the Adverse Benefit Determination;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an Adverse Benefit Determination on review;
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request;
- If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- In the case of an Adverse Benefit Determination concerning a claim involving urgent care, a description of the expedited review process applicable to such claims.

### **Appeals**

When a Plan Participant receives an Adverse Benefit Determination, the Plan Participant has 180 days following receipt of the notification in which to appeal the decision. A Plan Participant may submit written comments, documents, records, and other information relating to the Claim. If the Plan Participant

requests, he or she will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

A document, record, or other information shall be considered relevant to a Claim if it:

- Was relied upon in making the Adverse Benefit Determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- Demonstrated compliance with the administrative processes and safeguards required and designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- Constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

Appeals should be submitted to :

HealthEZ  
 Attn: Appeals  
 7201 West 78th Street, Suite 100  
 Bloomington, MN 55439

The decision timeline begins at the time an appeal is filed without regard to whether all the necessary information accompanies the filing.

The review shall take into account all information submitted by the Plan Participant relating to the Claim. The review will not afford deference to the initial Adverse Benefit Determination and will be conducted by the named fiduciary of the Plan, or a delegate of the named fiduciary, who is neither the individual who made the adverse determination nor a subordinate of that individual.

If the determination is based, in whole or in part, on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgement. The identification information for the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the determination, will be provided. Also, the health care professional engaged for purposes of consultation will be an individual who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is subject to the appeal, nor the subordinate of any such individual.

In the case of a Claim involving urgent care, there is an expedited review process pursuant to which: (a) a request for an expedited appeal of an Adverse Benefit Determination may be submitted orally or in writing by the claimant; and (b) all necessary information, including the Plan's benefit determination on review, shall be transmitted between the Plan and the claimant by telephone, fax, or other available similarly expeditious method.

If the Appeal of a Claim is denied, in whole or in part, the claimant will be provided written notification of the Adverse Benefit Determination on Appeal. The notice will state, in a culturally and linguistically appropriate manner and in a manner calculated to be understood by the claimant, the following:

- The specific reason(s) for the adverse determination;
- Reference to the specific Plan provisions on which the benefit determination is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;

- A statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about such procedures;
- A statement of the claimant's right to bring action under Section 502(a) of ERISA;
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request;
- If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

### **External Review Process**

If a claimant receives a final Adverse Benefit Determination, then the claimant may be eligible to request that the Claim be reviewed under the Plan's External Review Process. The Federal external review process applies only to:

- An Adverse Benefit Determination that involves medical judgment as determined by the external reviewer;
- Rescission; and
- Effective January 1, 2022, an Adverse Benefit Determination that involves the No Surprises Act Surprise medical billing provisions.

Claims based on (a) legal or contractual disputes or (b) issues regarding your eligibility are not eligible for external review.

### **Standard external review**

1. Request for external review. A Plan Participant must file a request for external review within 4 months after the receipt of an Adverse Benefit Determination. The Plan Participant can only file a request for external review after an Appeal determination has been issued.
2. Preliminary review. Within 5 business days following the receipt of the external review request, HealthEZ, as claims administrator, will complete a preliminary review to determine whether:
  - The claimant is or was covered under the Plan at the time the service was provided or requested;
  - The claimant is eligible for federal external review;
  - The claimant has exhausted the Plan's Appeal process; and
  - The claimant has provided all the information required to process an external review.

HealthEZ will issue a notification to the claimant within one business day of completion of the preliminary review. If the request is complete but not eligible for external review, such notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration. If the request is not complete, such notification will describe the information needed to make the request complete and the Plan will allow a claimant to amend the request for external review within the four-month filing period or within the 48-hour period following the receipt of the notification, whichever is later.

3. Referral to Independent Review Organization. Once the claimant's request is complete and determined to be eligible for external review, the Plan will assign an accredited IRO to conduct the

external review and will provide the IRO with the internal file and other materials considered during the internal appeals process within 5 days of the date of assignment of the IRO. The IRO will timely notify the claimant in writing whether the request is eligible for external review, and this notice will include a statement that the claimant may submit in writing to the IRO, within 10 business days following the receipt of the notice, additional information for the IRO to consider when conducting the external review. The IRO will forward the information submitted by the claimant to the Plan within 1 business day of receipt.

In addition to the documents and information provided, the IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the following in reaching a decision:

- The claimant's medical records;
- The attending health care professional's recommendation;
- Reports from appropriate health care professionals and other documents submitted by the Plan, claimant, or the claimant's treating provider;
- The terms of the claimant's plan to ensure that the IRO's decision is not contrary to the terms of the plan, unless the terms are inconsistent with applicable law;
- Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the Federal government, national or professional medical societies, boards, and associations;
- Any applicable clinical review criteria developed and used by the plan, unless the criteria are inconsistent with the terms of the plan or coverage or with applicable law; and
- The opinion of the IRO's clinical reviewer.

The IRO will provide written notice of the final external review decision within 45 days after it receives the request for external review. The notice will contain a general description of the reason for the request for external review and a discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision.

4. Reversal of Plan's decision. Upon receipt of a notice of a final external review decision reversing the Adverse Benefit Determination, the Plan will provide payment for the claim without delay, regardless of whether the Plan intends to seek judicial review.

### **Expedited External Review**

A claimant may request an expedited external review when the Adverse Benefit Determination involves a medical condition for which the timeframe of a standard appeal would seriously jeopardize the health of the claimant. The IRO will provide notice of the final external review decision as quickly as your medical condition or circumstances require, but in no event more than 72 hours after the Independent Review Organization receives the request for an expedited external review.

### **Deemed Exhaustion of Internal Claims Procedures and De Minimis**

A Plan Participant is normally required to exhaust the Plan's claim procedures (other than external review) before suing. However, a Plan Participant will not be required to exhaust the internal appeals process if the Plan fails to adhere to the claims procedures requirements. In such an instance, a Plan Participant may proceed immediately to the External Review Program or file a claim in court. However, if the violation is not likely to cause harm to the Plan Participant, HealthEZ demonstrates that it was for good cause or due to matters beyond their control, the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Plan Participant, and the violation is not reflective of a pattern or practice of non-compliance, then the Plan Participant will be required to follow the appeals process.

If a Plan Participant believes the Plan has engaged in a violation of the claims procedures and would like to pursue an immediate review, the Plan Participant may request that the Plan provide a written explanation of the violation and explain why violation should not result in a “deemed exhaustion” of the claims procedures. The Plan will respond to this request within ten days. If the External Reviewer or a court rejects a request for immediate review because the Plan has met the requirements for the “de minimis exception” described above, the Plan will provide the Plan Participant with notice of an opportunity to resubmit and pursue an internal appeal of the claim.

### **Deadline to Sue**

A Plan Participant must commence any lawsuit under the Plan within [2 years] after you knew or reasonably should have known of the facts behind your claim or, if earlier, within [6 months] after the claims procedure is completed.

### **Venue**

All litigation in any way related to the Plan (including but not limited to any and all claims brought under ERISA, such as claims for benefits and claims for breach of fiduciary duty) must be filed in the United States federal court sitting in or otherwise having jurisdiction over where the Plan Sponsor maintains its principal place of business.

### **Recovery of Payments**

Occasionally, benefits are paid in error. HealthEZ has the right to recover any erroneous payment directly from the entity or person who received it and/or from other payers and/or the Plan Participant on whose behalf the payment was made.

HealthEZ will have the sole discretion to choose who will repay an erroneous payment and whether such payment will be reimbursed in a lump sum. When an entity or person does not comply, HealthEZ will have the authority to deny payment of any claims for benefits by the Plan Participant and to deny or reduce future benefits payable by the amount due.

Any payments made in accordance with the above provisions will be repaid to the Plan within 30 days of discovery or demand or incur prejudgment interest of 1.5% per month. If the Plan must bring an action against an entity to enforce the provisions of this Plan, then that entity or person will pay the Plan’s attorneys’ fees and costs, regardless of the action’s outcome.



## **Coordination of Benefits**

Coordination of benefits sets out rules for the order of payment when two or more plans are paying.

**Automobile Limitations.** When medical payments are available under vehicle insurance, the Plan shall pay excess benefits only.

**Benefit Plan Payment Order.** When two or more plans provide benefits for the same allowable charge, benefit payment will follow these rules.

1. Plans that do not have a coordination provision will pay first.
2. Plans with a coordination provision will pay their benefits up to the Allowable Charge in this order:
  - a. The benefits of the plan which covers the person directly ("Plan A") are determined before those of the plan which covers the person as a dependent ("Plan B").
  - b. The benefits of a plan which covers a person as an Active Employee are determined before those of a benefit plan which covers that person as a laid-off or Retired Employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.
  - c. The plan which covers a person as an Active Employee or a Dependent of an Employee is determined before those of a plan which covers the person as a COBRA beneficiary.
  - d. When a child's parents are married, these rules will apply:
    - i. The plan of the parent whose birthday falls earlier in the calendar year is determined first.
    - ii. If both parents have the same birthday, the plan which has covered the patient for the longer period is determined first.
  - e. When a child's parents are divorced or legally separated, these rules will apply:
    - i. When the parent with custody has not remarried, their plan will be considered first.
    - ii. When the parent with custody has remarried, their plan will be considered first. The plan of the stepparent will be considered next. The plan of the parent without custody will be considered last.
    - iii. A court decree state may overrule the above and state which parent is financially responsible for medical and dental benefits of the child.
    - iv. For parents who were never married, the rules apply as set out above as long as paternity has been established.
  - f. If there is still a conflict after these rules have been applied, the plan which has covered the patient for the longer time will be considered first. When there is a conflict in the coordination of benefit rules, this Plan will never pay more than 50% of allowable charges when paying secondary.
3. When Medicare is to be the primary payer, this Plan will base its payment upon benefits that would have been paid by Medicare under Parts A and B, regardless of whether the person was enrolled under both parts.
4. If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first.

## **Continuation Coverage Rights Under COBRA**

COBRA continuation coverage is the temporary extension of group health plan coverage due to a Qualifying Event. The right to enroll in COBRA is triggered by the loss of coverage under the terms of the Plan. The coverage must be identical to the Plan coverage that the Qualified Beneficiary had immediately before the Qualifying Event.

FMLA qualified leaves do not constitute a Qualifying Event because coverage is not lost during such leave. However, if an Employee does not return to employment at the end of the FMLA leave, then that loss of coverage due to termination of employment or reduction in hours may be a Qualifying Event for COBRA.

**What are the alternatives to COBRA?** A Plan Participant has the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by their Spouse's employer) within 30 days after the coverage under this Plan ends. They will also have the same right at the end of COBRA coverage if they take COBRA for the maximum time available.

**How long is the COBRA election period?** The election period begins on the day the Plan Participant would lose coverage and ends 60 days after either that date, or the date the Plan Participant is provided notice of their right to elect COBRA, whichever is later.

The Plan Sponsor is responsible for notifying the COBRA Vendor within 30 days when the Qualifying Event is one of the following:

- End of employment or reduction of hours;
- Death of Employee; or
- Employer bankruptcy proceeding .

**IMPORTANT: The Employee is responsible for notifying the Plan Administrator within 60 days of the Qualifying Event if it is one of the following:**

- Divorce;
- Legal separation; or
- Dependent Child's losing eligibility for coverage.

### ***QUALIFYING EVENT NOTICE PROCEDURES:***

A Participant's notice of Qualifying Event must be ***in writing***. If mailed, the notice must be postmarked no later than the last day of the required notice period. The notice must state:

- The **name of the Plan** under which the Plan Participant lost coverage,
- The **name and address of the Employee** covered under the Plan,
- The **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- The **Qualifying Event** and the **date** it happened.

HealthEZ reserves the right to request proof of the Qualifying Event.

Each Qualified Beneficiary has an independent right to elect COBRA within the deadline stated in the COBRA election notice. Covered Employees may elect COBRA for their spouses, and parents may elect COBRA on behalf of their children.

**Can a waiver be revoked?** If during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. However, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked).

**Is COBRA available if a Qualified Beneficiary has other coverage?** Qualified beneficiaries who are entitled to elect COBRA may do so even if they are covered under another group health plan or are entitled to Medicare benefits. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, they become entitled to Medicare or become covered under other group health plan coverage.

**When will COBRA be terminated?** COBRA will end on the earliest of the following dates:

- The last day of the maximum coverage period;
- The first day for which Timely Payment is not made;
- The date upon which the Employer ceases to provide any group health plan;
- The date, after election, that the Qualified Beneficiary first enrolls in Medicare, or
- In the case of a Qualified Beneficiary in a disability extension period, the first day of the month more than 30 days after the final determination that the Plan Participant is no longer disabled.

**What are the maximum coverage periods?** The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary:

1. If the Qualifying Event is a termination of employment or reduction of hours, the maximum coverage period is 18 months, or 29 months if there is a disability extension;
2. If an Employee is enrolled in Medicare before experiencing a termination of employment or reduction of hours, then the maximum coverage period for Qualified Beneficiaries other than the Employee ends on the later of:
  - 36 months after the date the Employee enrolled in the Medicare program; or
  - 18 months (29 months, if there is a disability extension) after the date of the Employee's termination of employment or reduction of hours;
3. In the case of any other Qualifying Event than that described above, the maximum coverage period is 36 months.

**Under what circumstances can the maximum coverage period be expanded?** If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18-month or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months.

**How does a Qualified Beneficiary become entitled to a disability extension?** A disability extension will be granted if a Qualified Beneficiary is determined by the Social Security Administration to have been disabled at any time during the first 60 days of COBRA coverage. To qualify for the disability extension, the Qualified Beneficiary must provide the COBRA vendor or Plan Sponsor with notice of the disability determination within 60 days of the determination.

**Does the Plan require payment for COBRA continuation coverage?** Qualified beneficiaries will pay 102% of the premium for the first 18 months and 150% of the premium if receiving a disability extension of COBRA.

**What is timely payment for COBRA continuation coverage?** COBRA premiums are due on the first of the month. However, you will be allowed a grace period of 30 days.

Notwithstanding the above paragraph, the Plan does not require payment earlier than 45 days after the election of COBRA.

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

In order to protect your family's rights, please keep HealthEZ informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to HealthEZ.

## **Responsibilities of Plan Administrator**

**PLAN ADMINISTRATOR.** Employer Solutions Group, LLC is the Plan Administrator. The Plan Administrator and its delegate, HealthEZ, have maximum legal discretionary authority to interpret the Plan and to decide disputes which may arise. The decisions of the Plan Administrator or its delegate, HealthEZ, will be final and binding on all interested parties.

The Plan pays for all expenses for plan administration. Legal proceedings may be initiated against the Plan once the appeals process has been exhausted.

### **FUNDING THE PLAN AND PAYMENT OF BENEFITS**

Funding is derived from the funds of the Plan Sponsor and contributions made by the covered Employees. HealthEZ facilitates benefit payments on behalf of the Plan.

**CLERICAL ERROR.** Any clerical error in making any changes in eligibility will not invalidate coverage or continue coverage validly terminated. In the case of clerical error, the Plan requires reimbursement for the overpayment.

**AMENDING AND TERMINATING THE PLAN.** If the Plan is terminated, the rights of the Plan Participants are limited to expenses incurred before termination. The Plan Sponsor reserves the right, at any time and for any reason, to amend, suspend, or terminate the Plan.

**SUMMARY OF MATERIAL MODIFICATION (SMM).** A Summary of Material Modification reports changes in the Summary Plan Description.

The Plan Sponsor will notify all Plan Participants of any plan amendment considered a Summary of Material Modifications, no later than 210 days after the close of the Plan Year in which the changes became effective.

The Plan Sponsor will notify all Plan Participants of any plan amendment considered a material reduction, no later than 60 days after adoption.

If a Plan's Material Modifications are not reflected in the most recent Summary of Benefits and Coverage (SBC) then the Plan will provide written notice to Plan Participants at least 60 days before the effective date of the modification.

## **Certain Plan Participants Rights under ERISA**

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

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

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

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, and Plan copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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

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

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in Federal court after you have exhausted the Plan's claims procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Continue Group Health Plan Coverage**

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

**Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Office of Outreach, Education, and Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Important Notices**

### **WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA) NOTICE**

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- (i) All stages of reconstruction of the breast on which the mastectomy was performed;
- (ii) Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- (iii) Prostheses; and
- (iv) Treatment of physical complications of mastectomy, including lymphedemas.

These benefits are subject to the same deductibles and coinsurance as other procedures covered by the Plan.

### **GINA NOTICE**

The Genetic Information Nondiscrimination Act of 2008 (Public Law No. 110-233), prohibits discrimination on the basis of Genetic Information. GINA expands on HIPAA in several ways:

- Group health plans and health insurers cannot base premiums on Genetic Information;
- Plans and insurers are prohibited from requesting or requiring an individual to undergo a genetic test; and
- Plans and insurers are prohibited from collecting Genetic Information (including family history) prior to or in connection with enrollment, or for underwriting purposes.

### **NOTICE OF RIGHTS UNDER THE MOTHERS & NEWBORNS HEALTH PROTECTION ACT**

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

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

In addition, a plan may not, under Federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification. For information on precertification, contact your Plan Administrator. Plans may not require that a provider obtain authorization for prescribing a length of stay up to 48 (or 96) hours either.

### **MENTAL HEALTH PARITY**

The Mental Health Parity Act of 1996 (MHPA) and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), enforce parity between covered health care benefits and covered mental health and substance disorder benefits.



## **COMPLIANCE WITH HIPAA PRIVACY REQUIREMENTS**

This Plan provides each Plan Participant with a separate Health Insurance Portability and Accountability Act of 1996 (HIPAA) Notice. This Notice describes how the Plan uses and discloses your personal health information. It also describes certain rights you have regarding this information. Additional copies of our Notice of Privacy Practices are available by contacting the HIPAA Compliance Officer(s).

**HIPAA Officer(s):** Abby Wall and Blake Ames

## **MICHELLE'S LAW NOTICE**

Under a Federal law known as "Michelle's Law," the Plan cannot terminate coverage for a dependent child whose enrollment in a plan requires student status at a postsecondary educational institution, if the student status is lost because of a medically necessary leave of absence. In this situation, the Plan will continue the dependent's coverage until the earlier of: (a) the date that is one year after the first day of the medically necessary leave of absence or (b) the date on which the dependent's coverage would otherwise end under the Plan's terms. The dependent must provide written certification from the dependent's treating physician to the Plan.

## **NOTICE REGARDING COVERAGE FOR OBSTETRIC OR GYNECOLOGICAL CARE**

You do not need prior authorization from the Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in your network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals.

## **NOTICE REGARDING DESIGNATION OF PRIMARY CARE PROVIDERS**

The Plan generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in your network and who is available to accept you and your family members.

## **QUALIFIED MEDICAL CHILD SUPPORT ORDERS (QMCSOs)**

Please contact 888-701-2975 to request of a copy of the written procedures used by HealthEZ to determine QMCSOs.

## **MEDICARE PART D PRESCRIPTION DRUG CREDITABLE COVERAGE**

If you or a covered dependent are eligible for prescription drug coverage under the Plan and are also eligible for Medicare, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 requires the employer to provide you with an annual notice addressing whether the Plan's prescription drug coverage is creditable or non-creditable. You should receive the notice each year by October 15.

Creditable means that the Plan's prescription drug coverage is expected to pay out, on average, as much or more as the standard prescription drug benefit under Medicare Part D will pay. You do not need to enroll in coverage under Medicare Part D if your coverage under the Plan is creditable.

If your coverage under the Plan is non-creditable, you may pay higher Medicare Part D premiums if you have a break in creditable coverage of 63 days or more and then enroll in Medicare Part D prescription drug coverage.

Additional information about your prescription drug coverage under the Plan is available in the notice that you receive. The notice is intended to help you decide between Medicare Part D prescription drug coverage and employer-provided coverage, if available. You can request a copy of the notice by contacting the Plan Administrator.

### **COVID-19 BENEFITS**

Effective March 18, 2020 through the end of the national public health emergency, the Plan will cover 100% of the cost of:

- diagnostic testing for the detection of SARS-CoV-2 or the virus that causes COVID-19 (as long as such test is FDA-approved or otherwise required to be covered at no cost-sharing under Federal law), and the related provider visit;
- health care items and services necessary for such testing (including the provider visit) where such testing is ordered or administered; and
- items, services and the provider visit where the participant is being evaluated for the need for such diagnostic testing and where such testing is ordered or administered or where the visit results in a COVID-19 diagnosis code.

Effective as of the date required by Federal law and through the date required by Federal law, the Plan will cover 100% of the cost for an item, service or immunization that (i) has an “A” or “B” rating from the United States Preventive Services Task Force and is intended to prevent or mitigate COVID-19, and (ii) an immunization that has in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved.

### **COVID-19 TOLLING RULES**

In response to the proclamation declaring that COVID-19 constitutes a public health emergency, federal agencies issued rules extending various deadlines. Under the guidance, the Outbreak Period is disregarded when calculating (i) the Plan Administrator’s deadline to notify you of the right to elect COBRA after a COBRA qualifying event; and (ii) an individual’s deadline associated with the following:

- Requesting HIPAA special enrollment under the Plan
- Electing COBRA
- Making COBRA premium payments
- Notifying the Plan Administrator of a COBRA qualifying event
- Notifying the Plan Administrator of the Social Security Administration’s determination of disability of you or another COBRA qualified beneficiary
- Filing a claim for benefits under the Plan
- Filing an appeal of an Adverse Benefit Determination under the Plan
- Filing a request for external review under the Plan
- Perfecting a request for external review upon a finding that the request was not complete

The Outbreak Period begins the date the individual or the Plan is first eligible for relief, but no earlier than March 1, 2020, and ends the earlier of: (a) one year from the date the individual or the Plan was eligible for relief or (b) 60 days after the announced end of the COVID-19 public health emergency. The Outbreak Period may not exceed one year.

For example, if a COBRA qualified beneficiary would have been required to make a COBRA election by March 1, 2021, then the deadline for making the election is delayed until the earlier of March 1, 2022, or the end of the public health emergency.

## **General Plan Information & Establishment of the Plan**

**Name of Plan:** Employer Solutions Group, LLC Medical Plan  
**Plan Sponsor:** Employer Solutions Group, LLC  
 PO Box 46270  
 Minneapolis, MN 55344  
  
**Plan Administrator  
 (Named Fiduciary):** Employer Solutions Group, LLC  
 PO Box 46270  
 Minneapolis, MN 55344  
  
**Plan Sponsor EIN:** 20-8084369  
**Source of Funding:** Self-Funded  
**Applicable Law:** ERISA  
**Plan Year:** January 1<sup>st</sup> to December 31<sup>st</sup>  
**Plan Number:** 501  
**Plan Status:** Non-Grandfathered  
**Plan Type:** Group health plan providing medical and  
 prescription drug benefits  
**Third-Party Administrator and  
 Claims Administrator** America's TPA dba HealthEZ  
 P.O. Box 211186  
 Eagan, Minnesota 55121  
  
**Type of Administrator:** Contract administration  
**Agent for Service of Process:** Employer Solutions Group, LLC  
 PO Box 46270  
 Minneapolis, MN 55344

### **Adoption of the Plan Document**

The Plan Sponsor, as the settlor of the Plan, hereby adopts this non-grandfathered Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description. This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed.

**Employer Solutions Group, LLC**

By: 

Name: Abby Wall

Title: Health Benefits Team Lead

Date: 1/20/2022