

**WASHINGTON AND LEE UNIVERSITY
EMPLOYEE HEALTH AND WELFARE PLAN
PLAN DOCUMENT
AND
SUMMARY PLAN DESCRIPTION**

This document is provided for informational purposes and to comply with certain requirements of the Employee Retirement Income Security Act of 1974 (ERISA) and other statutory requirements for employee welfare benefit plans. While it is not intended to provide all the details of the Plan it is intended to help you understand how the Plan works and answer the most frequently asked questions about the Plan. If you still have any questions concerning the terms and conditions of the Plan you may make a request to either the Executive Director of Human Resources, who was appointed by the Plan Administrator to handle the day-to-day operation of the Plan, or to the applicable insurance carrier/claims administrator listed on Schedule B.

The Plan may not be amended or modified through any oral statement by a representative of the Employer or anyone else working with, or in any way related to, the administration or operation of the Plan. If oral statements are made by individuals that conflict with the actual Plan provisions, the Plan provisions will apply; therefore, you should contact the Executive Director of Human Resources or the applicable insurance carrier or claims administrator for Plan information.

Additional materials, such as those that may be provided by an insurance carrier, may contain additional details concerning the benefits offered under the Plan. While every effort has been made to make certain that the information given to you is consistent between all materials, if there is any conflict in this information, the Plan Administrator has the responsibility to interpret the conflicting provisions and determine what benefits will be provided. If a dispute arises out of or in connection with the Plan benefits as described in this document, the dispute will be subject to the exclusive jurisdiction of the state courts located in Lexington, VA or the federal courts located in Roanoke, VA.

Additionally, the following information is not intended to create and does not create a contract, expressed or implied, or a guarantee of employment for any specific duration. If any provision of this document or any other document regarding the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision thereof, and the Plan shall be construed and enforced as if such provision(s) had not been included. The Plan shall be construed and enforced in accordance with ERISA and, to the extent not pre-empted by ERISA, with applicable federal or state law or Virginia law, as the case may be. Additionally, the Plan shall be construed and implemented in accordance with the Health Insurance Portability and Accountability Act of 1996, the Genetic Information Nondiscrimination Act of 2008, the Patient Protection and Affordable Care Act, all as amended, and other applicable federal or state law or Virginia law, as the case may be.

Finally, the Employer intends to continue this Plan indefinitely, but reserves the right to amend, modify, suspend, or terminate the Plan at any time by the Plan Administrator. The Plan is maintained for the exclusive benefit of employees and their dependents.

AS NOTED ABOVE, IF YOU HAVE ANY QUESTIONS CONCERNING YOUR BENEFITS UNDER THE PLAN, PLEASE CONTACT HUMAN RESOURCES OR THE APPLICABLE INSURANCE COMPANY LISTED ON SCHEDULE B. ANY ORAL OR WRITTEN STATEMENTS RELATED TO BENEFITS OFFERED UNDER THE PLAN AND MADE BY ANY OTHER INDIVIDUAL OF THE EMPLOYER IS NOT TO BE RELIED UPON.

IMPORTANT NOTICES

Please note that the document section entitled “Important Notices” includes the following list of attached notices. The notices contain important information concerning your rights under the plan, benefits for which you may be eligible, and what your obligations may be to obtain such benefits. **Therefore, it is important that you read these notices.** If you have any questions concerning the information provided in the notices, please contact the Office of Human Resources.

The notices include:

1. ERISA Rights Statement
2. Summary Of– Your Health Information Privacy and Security Rights
3. Detailed - Notice of Privacy and Security Policies and Practices of the Plan
4. Maternity And Newborn Coverage
5. Women’s Health And Cancer Rights Act
6. Detail of the Claims Procedures
7. Notice Regarding Wellness Program

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IMPORTANT NOTICES

1. ERISA Rights Statement
2. Summary - Important Information About Your Health Information Privacy and Security Rights
3. Detailed - Notice of Privacy and Security Policies and Practices of the Plan
4. Maternity And Newborn Coverage
5. Women’s Health And Cancer Rights Act
6. Claim Procedure Details
7. Notice Regarding Wellness Program

SCHEDULES

A – SCHEDULE OF BENEFITS

B – INSURANCE CARRIERS AND CLAIMS ADMINISTRATORS

C – SPENDING ACCOUNTS

D – PARTICIPATING EMPLOYERS

E – DEFINITIONS OF DEPENDENT UNDER THE INTERNAL REVENUE CODE FOR THE PURPOSE OF PLAN BENEFITS

F - LIST OF STATES OFFERING ASSISTANCE FOR MEDICAL COVERAGE

PLAN DESCRIPTION, PURPOSE, AND EFFECTIVE DATE

The Washington and Lee University Employee Health and Welfare Plan includes the following group health and welfare benefits sponsored by Washington and Lee University:

- Group Medical Benefits
- Group Dental Benefits
- Health Care Spending Account
- Dependent Care Spending Account
- Basic Group Life Insurance
- Voluntary Supplemental Life Insurance (Employee and Dependent)
- Group Long Term Disability Benefits
- Employee Assistance Plan
- Voluntary Vision Benefits
- Wellness Program

This Plan Document of the Washington and Lee University Employee Health and Welfare Plan (the “Plan”) became effective on January 1, 2014 and was last amended as of October 1, 2017. The various individual benefits that are included in the Plan are effective as of their individual effective dates. The Plan provides benefits as described in this document, the insurance carriers’ booklets, the claims administrators’ booklets, and Washington and Lee University’s Employee Handbook. These insurance carriers and claims administrators are listed on the attached Schedule B. Certain benefits are provided by Washington and Lee University (the “Employer”) under the Plan at no cost to participating employees. In addition, participating employees may purchase certain contributory benefits on a tax-favored (that is, pre-tax) basis and may create individual spending accounts for medical and dependent care expenses. Other benefits may be purchased on an after-tax basis.

The following provisions, together with the materials (booklets, certificates, etc.) prepared by the insurance carriers and the claims administrators regarding the various plans set forth above, form both the Summary Plan Description (SPD) and the written plan document for the purposes of the Employee Retirement Income Security Act (“ERISA”) and the Internal Revenue Code (the “Code”). The Plan, and each of the benefits that are included in the collective Plan, are intended to constitute an Employee Welfare Benefit Plan as defined in section 3(1) of ERISA, as amended. The Plan, and each of the benefits that are included in the collective Plan, are to be administered for the exclusive benefit of eligible participants solely to provide benefits in accordance with the provisions of the Plan.

In addition to the benefits offered under the Plan, the Employer offers a salary continuation plan (providing for paid leave designated as combined time off and/or extended sick leave) and the ability to purchase individual long-term care policies and individual supplemental disability coverage that are not included in the Plan. The Employer also offers retiree health savings/insurance arrangements to current eligible employees and eligible retirees, and makes contributions to these arrangements on behalf of eligible employees/retirees - - these arrangements are not included in the Plan but are provided pursuant to separate and distinct Plans. Additional information on these benefits is available from the Office of Human Resources.

ELIGIBILITY

Definition and Terms

The following definitions and terms will apply to the eligibility provisions under the Plan.

Administrative Period means for medical benefits only the two month period that is between the end of the Employee's Initial Measurement Period and the Employee's first Stability Period.

Employee means an individual who is treated as a regular active employee of an Employer (a) who is paid a salary, wages or other compensation by an Employer; (b) who is considered by an Employer to be an employee at the time of the payment of such salary, wages or other compensation; and (c) whose salary, wages or other compensation is treated by an Employer at the time of such payment as being subject to statutorily required payroll tax withholding, such as withholding of federal or state income or withholding of the employee's share of social security and Medicare tax.

Entry Date means the date that you are first eligible for a benefit.

Hourly Employee means an Employee whose pay is based on the number of hours worked in the prior pay period.

Initial Look-Back Measurement Period means for group medical benefits only the 12-month period beginning on the first day of the month following the Employee's date of hire and ending on the last day of the following twelfth month. The Initial Measurement Period is used to determine if a Variable Employee has worked a weekly average of at least 30 hours and is eligible for medical benefits during the Employee's next Stability Period. However, unpaid periods of leave covered by the Family and Medical Leave Act (FMLA) or USERRA will be disregarded in determining average hours worked.

On-Going Employee means for group medical benefits only an Employee who has completed their Initial Measurement Period and who continues to be an Employee.

Participating Employer means a related employer that has adopted the Plan for its employees, as listed on the attached Schedule D.

Salaried Employee means an Employee who regularly receives each pay period a predetermined amount of compensation and this amount is paid regardless of the hours actually worked.

Stability Period means for group medical benefits only the 12-month period of time following the either the Initial or Standard Measurement Period. If it is determined that during either type of Measurement Period that an Employee has averaged working **30 or more hours** per week, the Employee will be eligible for group medical benefits for the entire Stability Period regardless of the number of hours worked during this time. If the Employee has averaged **less than 30** hours per week during the Measurement Period, the Employee will generally remain ineligible for group medical benefits. However, a change in job classification may result in the Employee being eligible for group medical benefits.

Standard Measurement Period means for group medical benefits only for On-going Employees, the 12-month period beginning each May 1 and ending on the following April 30.

“*Variable Hour Employee*” means for group medical benefits only an employee with a work schedule that varies and the Employer has no reasonable expectation of knowing whether or not the Employee will work a weekly average of 30 or more hours.

Eligibility - Active Employees

If you are a full-time or a part-time benefit eligible employee (as defined below), you are eligible for all or some of the benefits included in the Plan, as specified in the benefits table which follows. Your entry date is based on your employee classification and the type of benefit available to that employee classification as provided in the benefits table. If you are unsure of your employee classification, please contact the Office of Human Resources.

In addition, phased retiree employees are eligible to continue any benefit for which they had coverage while classified as a full-time employee.

Benefit	Full-Time Employee Entry Date	Part-Time Employee Entry Date
Group Medical	Date of hire	Date of hire
Group Dental	Date of hire	Not eligible
Flexible Spending Accounts	Date of hire	Date of hire
Group Basic Life	Date of hire	Date of hire
Voluntary Supplemental Life	Date of hire	Date of hire
Group Long Term Disability	Date that is one year from your date of employment. Waiting period is waived if you were covered for at least 12 months by a group LTD plan immediately preceding employment by the university.	Date that is one year after your date of employment provided you worked at least 1,000 hours in that year. Waiting period is waived if you were covered for at least 12 months by a group LTD plan immediately preceding employment by the university.
Group Long Term Disability (LTD) Pension Benefit	Date that is two years from your date of employment. Entire waiting period is waived if you were covered for at least 12 months by a group LTD plan immediately preceding employment by the university.	Date that is two years from your date of employment provided you worked at least 1,000 hours in each of your first two years of employment in this classification. Waiting period is waived if you were covered for at least 12 months by a group LTD plan immediately preceding employment by the university.
Employee Assistance Plan	Date of hire	Date of hire
Voluntary Vision	Date of hire	Date of hire
Wellness Program	Date of hire	Date of hire

Full-time employee – means you are an employee who works in an established position that is approved for 35 hours per week or more for at least nine months of the year (a minimum of 1,365 hours per year) or an employee who is hired to specifically share an approved full-time position. Visiting Faculty who teach at least five courses per year and have other administrative responsibilities such as advising may fall into the full-time category.

Phased Retiree-employee – means that you are an active employee (faculty, staff, or administration) who was working in an established full-time position and who has entered into an approved phased retirement arrangement under which you continue to work at least 1,000 hours per year.

Part-time employee – means you are an employee who works in an established position that has been approved for less than full time, but at least 1,000 hours per year. Faculty who teach at least four courses per year fall into this category.

Eligibility – Other Individuals

Please note that individuals who are classified by the Employer as non-employees (e.g., independent contractors) are not eligible to participate in the Plan. The Employer also may designate certain other groups of employees (e.g., interns, temporary/casual/seasonal employees, student employees, etc.) as not being eligible to participate in the Plan. If you have questions about whether you are eligible to participate in the Plan, you should contact the Plan Administrator.

Eligibility – Dependents

When you become eligible for benefits, your legal spouse and dependent children who meet the eligibility criteria described in the insurance carriers' and/or claims administrators' booklet(s) may also become covered for certain benefits under the Plan as indicated on the attached Schedule A. Please note that you may be required to submit documentation of your relationship to any individual whom you enroll for benefits under the Plan. The Plan also retains the right to perform eligibility audits on individuals covered for benefits.

The Plan permits your civil union partner or other domestic partner, and the eligible children of such individuals to be covered for certain benefits under the Plan as indicated on the attached Schedule A. Your civil union partner or other domestic partner is eligible for benefits if you and s/he meet all of the following conditions. You will also be required to complete and sign a Declaration of Domestic Partnership.

Domestic Partnership Conditions:

- Both are adults who are not married (relationships that meet the standards of a common-law marriage are considered to be legally married and are NOT domestic relationships) but who share a committed, exclusive relationship, and consider themselves to be each other's sole spousal equivalent;
- Both are at least 18 years of age and are competent to consent to contract;
- Both are financially interdependent, which may include joint ownership of assets (such as a home or a car) and joint liability for debts (such as a joint mortgage or lease);
- Both share joint responsibility for each other's common welfare;

- Both share a residence, and have done so for at least six (6) months prior to applying for domestic partner benefits;
- Both have, where applicable and recognized under state law, registered as a domestic partnership or entered a civil union (none of which is applicable in Virginia);
- Neither are in the relationship solely for the purpose of obtaining coverage for benefits under the Plan; and
- Both are not related by blood closer than would prevent marriage.

As noted below, if you cover an individual who either is not your eligible tax dependent or who is not one of your children who is under age 27 as of the end of the tax year, you may be subject to the IRS rules for receiving imputed income. We suggest that you seek the advice of your tax counselor before you do so.

IMPORTANT INFORMATION ON PLAN ELIGIBILITY INCLUDING TAXATION

1. If you cover an individual who **does not meet** the criteria to be considered one of the following under IRS rules, the IRS requires that you may be subject to additional taxable income based on the fair market value of the coverage (See Schedule E for additional information.)
 - Your legal spouse;
 - Your tax dependent under the Code Section 152; or
 - For benefits related to healthcare, your dependent under Code Section 105(b) or your child who is under age 27 as of the end of the tax year (December 31).

The fair market value would be reduced by any contribution you paid on a **post-tax** basis for such individuals. However, if your contributions for a non-tax dependent individual are paid on a pre-tax basis, the entire fair market value of the coverage would become imputed income to you with no reduction for the pre-tax contribution amount.

NOTE: The above information relates to the federal tax code. State and local tax codes may differ and may result in additional taxes.

2. In addition to being subject to additional taxation described above, if you cover an individual who is not otherwise eligible for Plan benefits, the following may also apply.
 - To the extent permitted by law, claims incurred by an ineligible dependent under the Plan may be denied.
 - You may be subject to disciplinary action pursuant to the Employer's employment policies and procedures.

If you have any questions concerning who is an eligible plan participant, please contact the Office of Human Resources.

MEDICARE ELIGIBLE PARTICIPANTS

With the exception noted below*, if you or your dependents are or become eligible for Medicare, you have the following choices for medical benefits.

- You can elect to enroll in the medical plan option offered under the Plan;
- You can elect to enroll in the medical plan option offered under the Plan and enroll in Medicare;
- You can elect to enroll in only Medicare.

For Medicare Parts A and B, there is no premium penalty if you delay your Medicare enrollment **AND** you are covered under an employer’s group medical plan based on active employment. COBRA and retiree medical plans **ARE NOT** considered coverage based on active employment.

For Medicare Part D, there is no premium penalty if you delay enrollment in Medicare Part D **AND** you continue to be covered under a prescription drug plan that is considered to offer creditable coverage. On at least an annual basis, you will be notified about which prescription drug plans offer creditable coverage.

For additional information on Medicare benefits, enrollment rights, and premium penalties, please contact Medicare or go to the Medicare website at www.medicare.gov.

***Exception:** Based on Medicare rules, if you cover an individual who is not your spouse as defined by the **federal** government, that individual may need to enroll in Medicare when they become eligible for Medicare due to age. If the individual fails to enroll in Medicare, the individual may be subject to the Medicare Part B late enrollment penalties when they do enroll and there may be a delay in the Medicare coverage effective date. Additionally, if the individual continues to be covered under the Plan, Medicare will be the primary payer of claims and the Plan will be the secondary Payer.

You should contact Medicare to determine how Medicare will apply to any non-spouse dependent.

RESCISSION OF COVERAGE

The Plan retains the right to rescind (i.e. retroactively terminate) coverage if it is determined that fraud or intentional misrepresentation was used to obtain or continue the coverage. For example, we retain the right to rescind coverage for a dependent who is not eligible for coverage under the plan’s terms. In addition, coverage can be rescinded if you fail to timely pay the required employee contribution amount.

- If rescission of coverage is due to fraud or intentional misrepresentation, you will have a 30-day appeal period in which to respond to the individual or office identified in the rescission notice. If your appeal is not successful, your coverage will be retroactively terminated to the later of the following dates:
 - The date that the coverage was first obtained based on fraud or intentional misrepresentation; or
 - If the coverage is provided under an insurance contract, the date permitted under the terms of the applicable insurance contract.
- If rescission is due to your non-payment of contributions or premiums, coverage will be retroactively terminated to the later of the following dates:
 - The beginning date of the coverage period for which a payment was not received timely; or
 - If the coverage is provided under an insurance contract, the date permitted under the terms of the applicable insurance contract.

NOTE: As indicated above (see “**IMPORTANT INFORMATION ON PLAN ELIGIBILITY**”), if coverage is rescinded, you may be responsible for any claims incurred after the date of rescission. This includes, but is not limited to, liability for benefits already paid by the plan or carrier during the period following rescission.

ENROLLMENT

You must select which contributory benefits you would like to purchase through the Plan. Your decision must be made during the annual enrollment period that takes place **before** the beginning of each Plan Year (the Plan Year is the same as the fiscal year (July through June)) or, for new employees, within **31 days** of your date of hire.

During each annual enrollment period, you will be provided with the opportunity to change the contributory benefits that you previously elected. If you are already participating in the Plan and you fail to make an election for the upcoming Plan Year (that is, you fail to complete and submit an election form within the time periods established by the Plan Administrator), then you will be treated as having elected (1) to continue your prior year's elections except for any spending account elections and (2) not to establish spending accounts under the Plan for the upcoming Plan Year.

By enrolling in a plan that requires contributions, you are authorizing the appropriate deductions to be made from your paycheck. For benefits provided by the Employer that do not require employee contributions, you automatically will be covered for these benefits upon completion of the required waiting period and, if applicable, after submitting any required enrollment forms.

Except as provided below, once you make (or fail to make) an election under the Plan and the Plan Year has begun, you may not modify, alter, amend, or revoke your election until the next annual enrollment period.

When Coverage Begins

Coverage begins as indicated on the benefits table noted above for eligible employees (and their eligible dependents included in various benefits per Schedule A), provided you complete and submit the necessary enrollment forms by the date indicated. Beyond initial coverage, the following govern annual enrollment and mid-year changes:

- *For newly eligible employees and their eligible dependents*, coverage begins on the benefit Entry Date noted above;
- *For annual enrollment*, coverage begins on the following July 1.
- *For mid-year plan election changes as a result of birth or adoption*, the change is effective on the date of the event or the loss of other coverage if you notify the Office of Human Resources and request the election change no later than 31 days after this event.
- *For mid-year plan election changes as a result of marriage*, the change is effective no later than the first day of the month following the date you notify the Office of Human Resources of the event or the loss of other coverage and request the election no later than 31 days after this event.
- *For mid-year election changes due to a change in eligibility under Medicaid*, the change is effective as of the first day of the month following the date you notify the Office of Human Resources and request the election no later than 60 days after this event.;
- *For mid-year election changes due to a change in eligibility under a state Child Health Insurance Program*, the change is effective as of the first day of the month following the date you notify the Office of Human Resources and request the election no later than 60 days after this event. Please note that for CHIP eligibility, you (the employee) will not be permitted to drop your group health coverage;
- *For mid-year plan election changes due to a status change (other than changes as a result of marriage, birth or adoption) as outlined in the next section*, the change is effective as of the first day of the month following the date you notify the Office of Human Resources and request the

election change no later than 31 days after this event. However, if the mid-year plan election change is due to a court order adding a dependent to your existing health coverage, the change will be effective as soon as administratively possible.

UNLESS NOTED UNDER “**LATE NOTICE OF NEW DEPENDENTS**,” IF A CHANGE REQUEST IS NOT MADE WITHIN THE APPLICABLE TIME FRAME, THE CHANGE MAY NOT BE MADE UNTIL THE NEXT ANNUAL ENROLLMENT PERIOD.

The request for an election change must be submitted to the Office of Human Resources. Upon receiving notification of the change in status, the Office of Human Resources will send you any required forms to complete and sign. Your coverage change will be effective on the first day of the month **after** you provide timely notice as described to the Office of Human Resources. However, if the requested change is due to the birth, adoption, or placement for adoption of a dependent child, coverage will be retroactively provided to the date of the event, again subject to timely notice of the event as described.

Mid-Year Plan Election Changes Due to Status Events

Please keep in mind that once made, your choices to receive benefits under the Plan generally must remain in effect for the entire Plan Year. However, under the following list of special circumstances (referred to as “Status Events”), you may be able to change your selected benefits during the Plan Year.

A Status Event for an employee or a dependent must affect the individual’s eligibility for the Plan’s benefits. Additionally, any requested change in the affected benefit must be consistent with the occurrence of the underlying Status Event and supporting documentation must be provided with your request for a mid-year election change within the time frame noted in the previous section.

Note: While the listed plan election changes are in accordance with the federal requirements for pre-tax contributions, the Plan applies the list to any plan benefits and to benefits that cover your non-tax dependent.

- **Legal Marital Status:** Your marriage, divorce, legal separation, annulment, or the death of your spouse see “**Late Notice of New Dependents**” below;
- **Number of Dependents:** The birth, adoption, placement for adoption, or death of a dependent “**Late Notice of New Dependents**”;
- **Employment Status:** The termination or commencement of the employment of you or your spouse or dependent;
- **Work Schedule:** The reduction or increase in hours of employment or other changes in employment category of you or your spouse or dependent, including a switch between part-time and full-time, a strike or lockout, or commencement or return from an unpaid leave of absence, including a leave of absence under the Family and Medical Leave Act (“FMLA”);
- **Change in Dependent Status:** Any event that causes your dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance as provided in the health plan under which you receive coverage;
- **Residence or Worksite:** A change in the place of residence or worksite of you or your spouse or dependent; and
- **COBRA Eligibility:** A covered individual becomes eligible for COBRA or a state mandated continuation of health coverage benefit.

The following changes are also Status Events, but these Status Events generally **only affect the group medical benefits, voluntary vision benefits, and healthcare spending account** and would not entitle you to make a mid-year election change for any other coverage options:

- **Entitlement to Medicare:** A covered individual becomes entitled to or loses eligibility for Medicare;
- **Entitlement to Medicaid:** A covered individual becomes entitled to Medicaid for other than premium assistance benefits;
- **Entitlement to Premium Assistance under a Medicaid:** A covered individual becomes eligible for premium assistance under Medicaid;
- **Loss of coverage eligibility for Medicaid:** A plan eligible employee or dependent loses coverage under Medicaid; and
- **Judicial Order:** A change is required by a Qualified Medical Child Support Order (“QMCSO”) as described in more detail in a later section in this summary, or other judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in custody.

The following changes are also Status Events, but these Status Events *do not apply to a health care spending account* and would not entitle you to make a mid-year change in your health care spending account election:

- **Change of coverage under another employer’s plan:** A change is made under another employer plan (including a plan of the same employer or of another employer) or an open enrollment occurs for the employee, spouse, or dependent;
- **HIPAA Special Enrollment Rights:** A change due to the requirements of HIPAA see “**Special Enrollment Rights for Medical Coverage**” below;
- **Automatic Changes in Your Elections:** If the costs of certain benefits under the Plan increase or decrease during a Plan Year, the Plan may, on a reasonable and consistent basis, automatically modify your elections to reflect this increase or decrease in costs. These automatic increases/decreases generally will occur in situations where there are small periodic changes in the costs of benefits that occur during the middle of a Plan Year (for example, an insurance carrier makes a cost-of-living adjustment to its coverage option during the middle of a Plan Year);
- **Significant Increase in Cost:** A *significant* increase in the cost of a coverage option may allow you to increase your contribution amount, revoke your election and elect similar coverage under another coverage option, or drop coverage if no similar coverage option is available. (Note: under a dependent care spending account, the cost change rule only applies to cost changes required by a dependent care provider who is not a relative of the employee);
- **Significant Decrease in Cost:** A *significant* decrease in the cost of a coverage option may allow you to revoke your existing election and elect coverage under such option;
- **Significant Curtailment of Coverage Option:** A *significant* curtailment of a coverage option that does not constitute a loss of coverage may allow you to revoke your election and elect similar coverage under another coverage option. If the significant curtailment of coverage does constitute a loss of coverage, you also may be allowed to drop coverage if no similar coverage is available;
- **Addition or Improvement of Coverage Option:** If a new coverage option is added, or if coverage under an existing option is *significantly* improved, you may be permitted to revoke your existing election and elect the new or improved coverage option;
- **Reduction in Work Hours to Less than 30 Hours:** The reduction in hours expected to work to less than 30 hours and you enroll in another qualified health plan;
- **Loss of coverage eligibility under a state Children’s Health Insurance Program (CHIP¹):** A plan eligible employee or dependent **loses** coverage under CHIP see also “**Premium Assistance under Medicaid and the Children’s Health Insurance Program (CHIP)**”; and

¹ Entitlement to CHIP does not permit a covered plan participant to drop medical coverage under the Plan.

- **Enrollment under a qualified health plan offered by a state health insurance exchange due to either of the following reasons and you elect to drop Plan coverage:**
 - You become eligible for a special enrollment period (SEP) to obtain coverage under a qualified health plan offered by a state health insurance exchange and you enroll in the plan; *or*
 - You enroll in coverage under a qualified health plan during the open enrollment period for the exchange.

Waiver of Benefits for Dependents

If you previously elected to waive coverage for a dependent, you will be eligible to apply for coverage for that dependent during the next annual enrollment period or, in some circumstances, during a “special enrollment” period as described below under “**HIPAA Special Enrollment.**” If you waive coverage for yourself, coverage will also be waived for your dependents. In no event will coverage be in force for your dependents if you have not enrolled in the Plan to receive similar coverage.

Special Enrollment Rights for Group Health Coverage (“HIPAA Special Enrollment”)

Under certain circumstances, eligible employees who waived group medical coverage for themselves and/or for their dependents may elect to enroll in the Plan without having to wait for the next annual enrollment period. These special rights are provided under the Plan pursuant to HIPAA. HIPAA provides for a special enrollment period under certain circumstances, such as the following two instances:

- **Loss of Other Coverage:** If an employee declines group medical coverage for himself and/or his dependents when initially eligible because of coverage under another group health plan or insurance arrangement, and such other coverage terminates, the eligible employee and/or his dependents may elect to enroll in the Plan effective as of the first day of the month after the Office of Human Resources receives the enrollment application and “certificate of coverage” from the other health plan; provided that it is submitted within 31 days of the loss of such other coverage.
- **New Dependents:** If an employee declines group medical coverage when initially eligible and subsequently acquires a new dependent through marriage, birth, adoption, or placement for adoption of a child, the employee may elect to enroll the employee, the employee’s uncovered spouse (if applicable), and/or the employee’s new dependent(s); provided that the enrollment application is submitted to the Office of Human Resources within 31 days of such event with appropriate documentation reflecting this change. Coverage will be effective as of the date of the birth, adoption, or placement for adoption, or as of the first day of the month after enrolling due to a marriage, as applicable.

NOTE: HIPAA only requires an employer to allow an employee to make a change to their pre-tax election for group medical coverage; however, under the Section 125 tax rules, a plan sponsor may elect to additionally allow employees to change their pretax contributions for other benefits. If adopted, these events would be included in the list of status events noted above.

The booklets prepared by the insurance carriers and claims administrators will contain a more detailed description of these Special Enrollment Rights and HIPAA’s rules.

Late Notice of New Dependents

For the purpose of adding a newly eligible dependent **only**, if you do not request enrollment for a new dependent within the 31-day notice period, you will be permitted to add the dependent as follows.

- You make the request **after** the 31 days following the date your dependent became eligible for benefits **but no later than 60 days** after the date your dependent became eligible for benefits; and
- With the exception adding a newborn, a newly adopted child, or a child newly placed for adoption*, your employee contribution for that individual will be on a post-tax basis if the addition of the individual causes an increase in the contribution amount i.e. your coverage changes from Single to Employee plus 1 or to Family; and
- Coverage for the dependent will be on a prospective basis.

*Contribution increases due to the addition of a newborn, a newly adopted child, or a child newly placed for adoption may be on a pre-tax basis from the date of the event.

Premium Assistance under Medicaid and the Children’s Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you’re eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren’t eligible for Medicaid or CHIP, you won’t be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren’t already enrolled. This is called a “special enrollment” opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 1-866-444-EBSA (3272).

If you are eligible for this benefit, one of the following procedures will apply. Please see Human Resources to determine which is applicable in your situation:

1. You will be required to pay the full applicable employee contribution amount and then you will be reimbursed by the State for the cost of your child’s coverage, **or**
2. Your contribution amount will be reduced by the amount payable by the state and the Employer will collect the premium assistance amount from the State.

Medical Coverage for a Newborn Child or a Newly Adopted Newborn Child

If you have a child or adopt a child while you are either receiving medical coverage under the Plan or are eligible for medical coverage under the Plan, you must enroll the new child within 31 days of the date of birth/adoption. If you do not notify the Office of Human Resources that you have a new child and/or if you do not apply for medical coverage for the child before the end of this 31-day period, the new child may be eligible to enroll as a late dependent, see “**Late Notice of New Dependents**” above for additional information.

If you are not already receiving coverage for dependents, and if you are required to contribute toward the cost of coverage, you must apply for medical coverage (and pay any required contribution) within 31 days of having your new child. If you are already receiving coverage for dependents, you must still notify the Office of Human Resources of your new child so that his/her claims can be processed. Also, if the addition of this new child changes your Plan election, i.e. “Single” to “Family,” your contribution amount may be increased accordingly.

Qualified Medical Child Support Orders

Generally, your Plan benefits may not be assigned or alienated. However, an exception applies in the case of a “qualified medical child support order” (“QMCSO”). Basically, a QMCSO is a court-ordered judgment, decree, order, or property settlement agreement in connection with state domestic relations law which either creates or extends the rights of an “alternate recipient” to participate in a group health plan, including this Plan, or enforces certain laws related to medical child support. An “alternate recipient” is any child of a Participant who is recognized by a medical child support order as having a right to enrollment under a Participant’s group health plan.

A medical child support order must satisfy certain specific conditions to be qualified. You will be notified by the Plan Administrator, Washington and Lee University, if a medical support order that applies to you is received and the Plan’s procedures for determining whether the medical child support order is qualified. You may obtain a copy of these procedures, without charge, by contacting the Office of Human Resources.

Except for a QMCSO, your rights and benefits under the Plan generally cannot be assigned, sold, transferred or pledged by you or reached by your creditors or anyone else.

Rehired Employees

All Benefits Except LTD and Group Medical

If you terminate employment and are later rehired, you may resume your participation in the Plan after you again satisfy the eligibility requirements described above.

Rehired Employees – For LTD

If you had five years of previous service in a full-time or part-time benefit-eligible position, left employment voluntarily, and return to University employment within two years of the previous termination date, you will be reinstated with an adjusted date of hire reflecting the number of years of previous service. You may resume your participation in the Plan after you satisfy the eligibility requirements described above in this Plan document

Group Medical Benefits Only

1. If you **are a variable hour employee** who terminates employment and is later rehired, you may resume your participation in the Plan as of the earliest of the following dates provided you still satisfy the eligibility requirements described previously and you enroll within your first 31 days of employment.
 - If you are rehired 26 or more weeks from your termination date or your length of service is less than the length of your break in service, you may resume participation in the medical plan on the date of the Entry Date described above. You may also be subject to a new Initial Measurement Period if applicable.
 - The Employer will apply a rule of parity for periods of less than 26 weeks. Under the rule of parity, an employee is treated as a new employee if the period with no credited hours of service is at least four weeks long and is longer than the employee's period of employment immediately before the period with no credited hours of service.
 - If you are rehired less than 26 weeks from your termination date AND you have more than 13 weeks of service, you may elect participation in the group medical coverage on the date you resume your employment with the Employer and, if applicable, your stability period will be continued.
2. If you **are not a variable hour employee** and you terminate employment and are later rehired, you may resume your participation in the Plan by enrolling within your first 31 days of employment.

Contributions and Benefits during non-FMLA Leave

Unpaid Leave: Under the Employer's policy on unpaid leaves, benefits fully paid by the University (see the attached Schedule A) will cease after the first thirty (30) days of unpaid leave, unless otherwise approved by Human Resources. Further, unless communicated to you otherwise or noted below, your benefits that require a contribution will cease if you stop making contributions at any time during the Plan Year. Unless you experience a mid-year status event change, special enrollment right, or cease contributions due to leave under the federal Family and Medical Leave Act ("FMLA"), you will not be able to reinstate your benefits on a pre-tax basis until the beginning of the next Plan Year.

Paid Leave: If you are granted paid leave that is not subject to FMLA, all your University benefits and insurance will continue and your benefit contributions will continue to be deducted from your pay during the paid leave under normal University payroll procedures.

Contributions and Benefits during an FMLA Leave

If you take a paid leave of absence that is approved under the Employer's FMLA policy and procedures, all your university benefits and insurance will continue and your contributions will be deducted through payroll. If you take an unpaid leave of absence that is approved under the Employer's FMLA policy and procedures, you may elect to continue your benefits during the period of your FMLA leave or you may elect to discontinue your benefits. To continue your benefits during a period of unpaid FMLA leave, you will need to make arrangements with the Employer to continue your contributions during this period of leave. When you resume employment after an FMLA leave, you generally will be permitted to resume your benefits and to resume making contributions on a pre-tax basis in accordance with FMLA. A more detailed description of FMLA leaves can be found in the [Washington and Lee University Employee Handbook](#).

EXCLUSIONS AND LIMITATIONS

The benefits offered under the Plan are described below. However, these benefits may be limited under certain circumstances. Benefits may be excluded or limited based on the type of service provided, amounts paid on an annual basis or length of benefit periods. Please refer to the appropriate insurance carrier, claims administrator, or Employer information for a complete description of a particular benefit's exclusions or limitations. It is important to note that a benefit plan's provisions may also vary in accordance with state requirements.

SCHEDULE OF BENEFITS

The type of benefit and benefit coverage that is available to you is based on your employee classification and (in some cases) length of service - - see eligibility information provided above in this Plan document. If you are unsure of your employee classification please contact the Office of Human Resources.

Employer-Provided Benefits

The following benefits are provided to eligible employees under the Plan without any required contribution by the employee. A description of these benefits is included in the booklets (this also refers to benefit certificates) provided by the insurance carriers/claims administrators (See Schedule B) that offer these benefits. These booklets are distributed to you at the time you become eligible to participate in the Plan and are incorporated by reference under the Plan. If you have questions about these benefits, you should contact the Office of Human Resources or the insurance carriers/claims administrators directly. The benefits that are provided and paid wholly by the Employer to eligible employees are as follows:

- core dental – employee only coverage (only full-time employees and phased retiree-employees);
- basic life (only members of the President's Council - - approx. 20 senior administrators);
- group long-term disability¹ (LTD)
- wellness program, see “**WELLNESS PROGRAM**”; and
- employee assistance plan (EAP).

Benefits You Can Purchase on a Pre-Tax Basis

In addition to the wholly Employer-provided benefits listed above, you may also elect to receive other benefits and pay for them, or contribute toward their cost, on a pre-tax basis. The advantage of paying for benefits on a pre-tax basis is that you will not pay federal income taxes on the money used to pay for that benefit (and, in most states, no state or local income taxes). The end result is that you will have a higher take-home pay than if you purchased the same coverage on an after-tax basis. However, as noted above, you may only change your pre-tax elections during annual enrollment or if you have a qualifying status event that is described under the section entitled “**Mid-Year Plan Election Changes Due to Status Events.**”

The benefits that you may purchase on a pre-tax basis under the Plan are as follows:

- group medical coverage, which includes prescription drugs and group vision coverage;

¹ Employees may elect to pay the taxes for the group long-term disability benefit. If the employee elects to pay the taxes, the LTD benefit is not taxed when received. . If the Employee chooses not to pay the taxes for this benefit, the LTD benefit is taxed when received.

- core dental plan coverage for dependents (only full-time employees and phased retiree-employees);
- buy-up dental plan coverage for employees and dependents (only full-time employees and phased retiree-employees);
- voluntary vision benefit;
- basic group life coverage (*Note: because this coverage is paid for pre-tax, any benefit amounts that when combined with the supplemental life coverage are over \$50,000 become imputed income to the you*);
- health care spending account, see “**SPENDING ACCOUNTS**”; and
- dependent care spending account, see “**SPENDING ACCOUNTS**”.

The exact plan options available to you and any required contributions will be communicated to you when you are first eligible for the Plan and during each annual enrollment period. Please remember that each benefit under the Plan has separate rules governing benefits and plan administration. These rules are set forth in the insurance carrier and claims administrator booklets. To the extent you have not received them, you can request copies of these booklets by contacting the Office of Human Resources or the insurance carriers/claims administrators directly.

Benefits You Can Purchase on an After-tax Basis

There are also benefits that you can purchase under the Plan on an after-tax basis. These are as follows:

- voluntary supplemental employee life insurance;
- voluntary life insurance for your spouse; and
- voluntary life insurance for your dependent children.

Limitations on Contributions

The maximum contribution you can make under this Plan is an amount equal to the total cost of electing the most expensive plan options available to you.

Nondiscrimination

It is the intent of the Plan not to discriminate in favor of highly compensated individuals or key employees as to eligibility to participate, contributions, and/or benefits, in accordance with IRS Code Section 125. In order to comply with these nondiscrimination requirements, the Plan Administrator may exclude certain highly compensated individuals or key employees from participation in the Plan, or limit the contributions made by certain highly compensated participants or key employees, without the consent of these employees.

WELLNESS PROGRAM

The wellness program is part of the Employer’s commitment to helping you achieve your best health, regardless of whether you are enrolled in W&L’s group medical coverage. Rewards for participating in a wellness program are available to all employees. If you believe that you may be unable to participate in an activity needed for a reward under the wellness program in light of your health status, contact the Office of Human Resources and we will work with you (and, if you wish, with your doctor) to find a different activity with the same reward that is right for you in light of your health status.

In addition, please refer to the “Notice Regarding Wellness Programs” that is included with the attached Important Notices.

SPENDING ACCOUNTS

As noted in the above “**SCHEDULE OF BENEFITS**”, in addition to the benefits that you may elect to receive as described above, you may also elect to make pre-tax contributions to a spending account(s). There are two types of spending accounts available to you: a healthcare spending account and a dependent care spending account. You can then use these spending accounts to pay for certain healthcare and dependent care expenses on a pre-tax basis.

As also noted above, the Plan Administrator may be required to limit or exclude the participation of certain highly compensated individuals or key employees, without their consent, in order to comply with IRS nondiscrimination requirements.

How Spending Accounts Work

The two spending accounts are for separate categories of expenses – one for healthcare and the other for dependent care expenses. You will make an election to determine how much (if any) will be contributed to your spending account(s) through periodic payroll deductions. The maximum amount that you may contribute to each type of spending account during any given year is described in the attached Schedule C. The amounts that accumulate in your spending account(s) may be used to reimburse you for certain qualifying healthcare and dependent care expenses that you incur during the Plan Year.

To receive reimbursement from your spending account(s), you must complete a claim form and submit it (along with copies of your receipts) to the designated claims administrator listed on Schedule B. In addition to a paper “claim” you will be offered the ability to use a debit card for healthcare expenses. However, please keep your receipts for expenses paid by the debit card as the claims administrator may require substantiation of such expenses. If you fail to provide the required substantiation within the required time frame, your use of the debit card will be suspended.

If a claim for reimbursement from your healthcare spending account is approved, you will be reimbursed the full amount of your eligible expenses up to the remaining balance of the amount you have elected to contribute for the entire Plan Year (regardless of whether such contributions actually have been made at the time your claim is submitted).

For dependent care expenses, you will only be able to make claims for reimbursement up to the amount you actually have contributed to your dependent care spending account at the time your claim is submitted.

Claims will be paid as soon as administratively possible, but not less frequently than, on a monthly basis, provided that all necessary documentation has been submitted.

After the designated claims administrator reviews the claim, you will be informed of the amount to be reimbursed. If you believe that you have been reimbursed incorrectly, you may submit a claim for benefits under the claims and appeals procedure established by the claims administrator.

Eligible Expenses Payable from Your Healthcare Spending Account

Expenses that are eligible to be paid from your healthcare spending account include expenses such as deductibles and copayments, uninsured medical and dental expenses, vision care, hearing care, and certain other medically necessary over-the-counter expenses, and mileage to and from a health care provider/treatment facility. Generally, the expenses covered must be “medically necessary,” or, for over-the-counter drugs, include a written prescription by a licensed physician to qualify. Covered expenses for

this type of spending account **do not include** premiums paid for other health plan coverage (including plans maintained by the employer of your spouse or dependents), or expenses for non-reconstructive cosmetic surgery.

For purpose of the healthcare spending account, expenses must be incurred by qualifying dependents who are individuals who meet the definition under Internal Revenue Code 105(b) (See Schedule E for details.)

Eligible Expenses Payable from Your Dependent Care Spending Account

Eligible expenses that may be paid from your dependent care spending account must be expenses for dependent care for your qualifying dependents and must be expenses that are incurred to enable you (if single) and your spouse (if married) to work or attend school as a full-time student. For this purpose, qualifying dependents are those individuals who meet the definition of a qualifying dependent under IRS Code Section 21. If you have any questions regarding dependent eligibility, you should contact the Office of Human Resources.

Examples of eligible dependent care expenses include payments to child-care centers, nursery schools, and schools for qualifying dependent children. Eligible expenses also include payment for summer **day** camps, after-school care, and elderly care. Care within your home by a relative (for whom you do not take a standard tax exemption; provided, that the relative is not a child under 19 or a spouse) or a non-relative, as long as such a person is reporting payments as income, also may be eligible.

Educational expenses to attend kindergarten or a higher grade and overnight camp expenses **are not eligible** dependent care expenses.

You may be able to take a federal tax credit for eligible dependent care expenses up to \$3,000 (for one dependent) or \$6,000 (for more than one dependent). The credit can equal 35% of expenses, reduced by one percentage point (but not to drop below 20%) for each \$2,000 (or fraction) by which your adjusted gross income exceeds \$15,000. Any amounts deferred to a dependent care spending account will reduce, dollar-for-dollar, the maximum allowable expense under the tax credit. You should consult your personal tax adviser if you think you may be eligible for this tax credit.

Another tax credit available under current tax law is the earned income credit. This credit also reduces dollar-for-dollar the federal tax you have to pay, but it is calculated a little differently from the child care credit described above. The credit is available to individuals with a qualifying child who is under age 19 (or under age 24 if a student) or is totally and permanently disabled. An additional credit may be available to individuals with a child under the age of one. The credit does not depend on the amount of money that you pay in child care expenses. This earned income credit has no effect on the amount that you can contribute to a dependent care spending account for such expenses. Additionally, the use of a dependent care spending account may result in a reduction in your taxable income and this reduction could qualify you for the earned income credit.

Other Facts to Consider Regarding Spending Accounts

Although spending accounts provide you with an opportunity to pay certain expenses on a pre-tax basis, the IRS has placed some restrictions on using spending accounts:

- **Limited Ability to Change Contribution Elections:** Contribution elections for your spending accounts generally must remain in effect for the entire Plan Year unless you have a Status Event as described above.

- **Use it or Lose it Feature to Spending Accounts:** With the exception noted below, all spending accounts have a “use it or lose it” feature such that any excess amounts remaining in your spending account(s) after you have submitted all reimbursable claims for the Plan Year will be forfeited to the Employer. Any excess amounts in your spending account(s) cannot be combined, carried over into the next Plan Year, or converted to cash.

Exception: For health care spending accounts only, you will be permitted to carry over to the next Plan Year a balance of up to \$500. Any account balances over \$500 will be forfeited. This amount will be added to the amount you elect for the subsequent Plan Year. The amount carried over DOES NOT reduce the annual maximum contribution listed on the attached Schedule C.

Note: You will need to elect participation in a health care spending account for the subsequent Plan Year to have access to any carry over amount; however, you will not need to elect any new salary deferrals for that subsequent year.

- **Periodic Statements and Submission of Claims:** When you elect to contribute to a spending account, you will be provided with instructions on how to file a claim with any supporting information. You will receive statements periodically to remind you how much money is left in your spending account(s). Beyond amounts allowed for carry over pursuant to the “Exception” above, this money must be used for expenses incurred before the end of the Plan Year or it will be forfeited. You may continue to submit claims up to **three months** after the Plan Year ends for expenses incurred before the earlier of the end of a Plan Year or the date you stopped making contributions to your spending account(s).

PAYMENT OF BENEFIT COSTS

Costs for Group Medical Coverage in Addition to Employee Contributions

If you elect to receive group medical benefits other than the wholly Employer-provided benefits described above, the premiums for these benefits will be paid by you through payroll deductions (either on a pre-tax or after-tax basis, depending upon the type of benefit elected). In addition to this share of the premium payments, the following is a brief description of the other types of costs that you may be required to pay under the Plan for healthcare benefits. Keep in mind that the exact amount of the costs will be described in the booklets prepared by the insurance carriers/claims administrators:

- **Copayments:** For most services, including office visits or purchasing prescription drugs, you may need to pay a flat fee known as a copayment.
- **Deductible Amounts:** A deductible is the amount of covered expenses you must first pay during each Plan Year before the Plan will start reimbursing you for covered expenses. Please refer to your medical insurance carrier or claims administrator’s booklet for details on your deductible.
- **Coinsurance:** Once you have paid your deductible amount, you may be responsible to pay a percentage of your medical expenses. The percentage that you will be required to pay will depend upon the type of service/benefit that is provided.
- **Out-of-Pocket Expense Maximums:** If the amount you pay for covered expenses reaches a certain amount, the Plan will pay 100% of any additional covered expenses for the current plan year. Please note that out-of-pocket expense maximums for network providers will not apply toward out-of-pocket expense maximums for out-of-network providers. Also, please note that certain amounts are not included in the calculation of out-of-pocket maximums. These expenses include, but are not

limited to, any amounts for which you were “balance billed” (as described below) and expenses not covered under the Plan.

Your share of these costs is dependent upon the plan selected and whether you use network providers or not. Network providers have agreed to accept a negotiated/discounted fee for services. A network provider cannot, unless an ineligible service is provided, bill you for amounts over these negotiated rates. An out-of-network provider can bill you for expenses over the prevailing costs as determined by the Plan. This is known as “balance billing.” Therefore, you generally can reduce your costs by using a network provider. You will be informed of where or how you can access the current listing of the network hospitals, physicians, and other providers when you first enroll in the health and/or dental coverage.

Information on network providers is available on the applicable insurance carrier/network administrator’s website (this provides the most current list), by request to the applicable insurance carrier/network administrator for a hard copy of the directory with paper updates, or by calling the applicable insurance carrier/network administrator. Contact information for the insurance carriers and network administrator is on the attached Schedule B.

Coordination of Benefits

If you have other coverage that is available to you (for example, Medicare coverage or coverage under another group health plan), there may be situations where the Plan will need to “coordinate” benefits (that is, determine which coverage is primary and which coverage is secondary for purposes of paying benefits). The booklets prepared by the insurance carriers and the claims administrators contain a more detailed description about these coordination of benefits rules. If you have any questions about how these coordination of benefits rules may apply to you, you should contact either the Plan Administrator (via the Office of Human Resources) or the insurance carriers and claims administrators directly.

INSURANCE CONTRACTS AND PROVIDER DISCOUNTS

Any monies refunded to the Employer due to an actuarial error in the rate calculation will be the property of and retained by the Employer. Similarly, any amounts returned to the Employer as a result of negotiated discounts with a provider or a network of providers will be the property of and retained by the Employer.

INSURANCE REBATES

Any rebates received in accordance with the Patient Protection and Affordable Care Act Medical Loss Ratio (MLR) standards will be shared with participants as follows.

- The rebate amount will be distributed as a cash amount to affected plan participants as determined by the Employer and will be subject to any applicable taxes; or
- If the rebate amount is de minimis or will result in tax consequences to either the participant or the Employer, the rebate may be used to offset the participant’s future contribution amount, not to exceed the three-month period of time following the date the rebate is received.

The determination regarding which of the above methods will be used will be made by the Plan each year based on the facts and circumstances of that year.

CLAIMS PROCEDURES

The booklets and other materials that describe a particular benefit under the Plan generally will contain a specific set of claims and appeals procedures that you must follow to make a claim to receive that particular benefit and/or to appeal a denied claim for that particular benefit. Although these separate claims and appeals procedures will be very similar in most respects, there may be important differences. As such, you should follow the specific claims and appeals procedures for a particular benefit very carefully. **If the booklets and other materials that describe a particular benefit do not contain a specific set of claims and appeals procedures, the Plan’s default procedures that are detailed in the attached notice of Claims Procedures (See “Important Notices”) will apply.** *If you have any questions about which set of claims and appeals procedures to follow or any other questions about making a claim, you should contact the Office of Human Resources immediately.*

The Plan’s healthcare benefits provide **solely** for the payment of certain healthcare expenses. All decisions regarding healthcare will be solely the responsibility of each covered individual in consultation with the personal healthcare provider selected by the individual. The Plan and any applicable insurance contracts contain rules for determining the percentage of allowable healthcare expenses that will be reimbursed and whether particular treatments or healthcare expenses are eligible for reimbursement. Any decision with respect to the level of healthcare reimbursement or the coverage of a particular healthcare expense may be disputed by the covered individual in accordance with the Plan’s claims procedures.

Covered individuals may use any source of care for health treatment and health coverage. However, the Plan and/or the Employer will **NOT** have any legal liability for the outcome of such care or as a result of a decision by a covered individual not to seek or obtain such care, other than the liability under the Plan for the payment of benefits as described by either the insurance carrier or the claims administrator.

Internal Review for Claims

**Summary Table for Claims Procedures¹
Type of Plan***

(*Note: for purposes of these claims procedures, “group health” includes medical, prescription drugs, vision, dental, and healthcare spending account benefits)

Applicable Time Period Limit for:	Group Health-Urgent Care	Group Health-Non-urgent Pre-Service	Group-Health-Non-urgent Post-Service	Long-Term Disability	Life and Dependent Spending Account
The Plan to notify you if it will pay the initial benefit claim request	72 hours (24 hours for extension of ongoing course of treatment)	15 days	30 days	45 days	90 days
The Plan to extend its decision period (the initial claim period)	None	15 days	15 days	30 days (a second 30 day extension is allowed)	90 days

¹ The detailed description of these default claims procedures are included with the “Important Notices.”

The Plan to notify you that the claim was not completed correctly or needs more information	24 hours	5 days	30 days	45 days	See carrier booklet/certificate
You to provide the missing information	48 hours minimum	45 days	45 days	45 days	See carrier booklet/certificate
You to appeal the Plan decision	180 days	180 days	180 days	180 days	60 days
The Plan to respond to your appeal	72 hours	30 days (15 days if the plan has two appeals)	60 days (30 days if the plan has two appeals)	45 days	60 days
The Plan to extend the appeal process	None	None	None	45 days	60 days

For purposes of this section that describes the Plan’s default claims and appeals procedures, the Plan Administrator (or any third party to whom the Plan Administrator has delegated the authority to review and evaluate claims, such as an insurance company) will be referred to as the “Claims Administrator” at the initial claim level and the “Appeals Administrator” at the appeal level. Refer to Schedule B for details.

A request for benefits is a “claim” subject to these procedures only if you or your authorized representative file it in accordance with the Plan’s claim filing guidelines. In general, claims must be filed in writing (except urgent care claims, which may be made orally) with the applicable provider identified in Schedule B. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim) must be filed with the Plan Administrator, Washington and Lee University, at the address indicated in the ERISA information found in the document. A request for prior approval of a benefit or service where prior approval is not required under the Plan is not a “claim” under these rules. Similarly, a casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a “claim” under these rules, unless it is determined that your inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to allow the Claims Administrator to process the claim, you will be given an opportunity to provide the missing information.

If you want to bring a claim for benefits under the Plan, you may designate an authorized representative to act on your behalf so long as you provide written notice of such designation to the Claims Administrator and/or the Appeals Administrator identifying such authorized representative. In the case of a claim for medical benefits involving urgent care, a healthcare professional who has knowledge of your medical condition may act as your authorized representative with or without prior notice.

External Review for Medical Claims Only

If you receive a final internal adverse benefit determination for a medical claim, you may have the right to have an external review of this decision. This means that your claim will be reviewed by health care professionals who have no association with either the insurance carrier or claims administrator who initially reviewed your claims. This is sometimes referred to as a review by an independent review organization, or IRO. Reviews may be provided for claim decisions that involve making a medical judgment as to the medical necessity or experimental and investigational exclusions, including but not limited to appropriateness, health care setting, level of care or effectiveness of the health care service or treatment you requested. Upon exhaustion of the internal review process, you will receive additional information on how to submit a request for external review and where to send the request

The following is a summary of information that applies to external reviews of adverse benefit determinations. As noted in this summary, you will receive more detailed information if your denied medical claim is eligible for an external review.

1. The Plan's appeal process provides for external review of adverse benefit determinations (and final internal adverse benefit determinations) that involve making a medical judgment as to the medical necessity or experimental and investigational exclusions, including but not limited to appropriateness, health care setting, level of care or effectiveness of the health care service or treatment you requested.
2. At the time of the final internal adverse benefit determination, you will be provided with a written notice of your rights to external review that includes more detailed information on the external review process.
3. Unless you meet the following criteria, you will be required to exhaust the **internal** appeal process before you may submit a request for an external review. This requirement may be waived if:
 - a) the insurance company or the plan's claims administrator notifies you that it is waiving the exhaustion requirement;
 - b) the insurance company or claims administrator is considered to have exhausted the internal appeals process by failing to comply with the requirements of the internal appeals process (except those failures that are considered *de minimis* violations that do not cause, and are not likely to cause, prejudice or harm to the claimant); or
 - c) you request both an expedited¹ **internal** appeal and an expedited **external** review at the same time as noted below.
4. An expedited **internal** review request can be made in situations where an adverse benefit determination involves a medical condition for which the standard timeframe for the completion of the internal appeal process would seriously jeopardize the life or health of the claimant or would jeopardize your ability to regain maximum function.
5. An expedited **external** review request can be made in situations where an adverse benefit determination involves a medical condition for which the standard timeframe for the completion of the internal appeal process would seriously jeopardize the life or health of the claimant or would jeopardize your ability to regain maximum function, or if the final internal adverse benefit determination concerns an admission, availability of care, continued stay, or health care item or service for which the claimant received emergency services, but has not yet been discharged from the facility.
6. You must be given up to four months following the date that you receive the adverse benefit determination or final internal adverse benefit determination to submit a request for external review of the medical claim.
7. Preliminary Review – Within five business days of receiving the request for external review, the insurance company or claims administrator must determine the following:
 - a) if the claimant was covered under the Plan when the claim in question was incurred;
 - b) if the adverse benefit determination is related to the claimant's failure to meet the Plan's eligibility requirements;
 - c) if the claimant exhausted the internal appeals process if required by the Plan; and

¹ In cases where an expedited review is needed, notice of the decision of the claim must be provided no later than 72 hours after the request is received for either an expedited internal and/or external review. Additionally for external reviews, the IRO must provide written confirmation of the decision within 48 hours of the decision.

- d) if the claimant provide all the information and forms required to process the external review.

Within one business day after the completion of the preliminary review, the Plan must notify you whether or not you are eligible for an external review. If it is determined that you are not eligible for an external review, the notice will include the reasons why the claim is ineligible and how to contact the Employee Benefits Security Administration (EBSA) at 866-444-EBSA (3272) for further assistance with your claim review. However, if the initial request was incomplete, you will be informed as to what information or materials are needed to complete the request. You will have up to the later of the end of the four-month filing period or within 48 hours of receiving notice of an incomplete request.

8. Your claim will be assigned to an independent review organization (IRO) to perform the external review. The IRO will timely notify you of its acceptance of your external review. The notice will also include a statement that you have ten business days, unless otherwise indicated, to submit any additional information that the IRO must consider when conducting the external review. The IRO has one business day to forward the additional information to the applicable insurance carrier or claims administrator.
9. Within five business days after the assignment of the IRO, the Plan will provide the IRO with the documents and other information used to make the adverse benefit determination. If the documents are not submitted timely, the IRO may terminate the external review process and reverse the adverse benefit determination or final internal adverse benefit determination.
10. The IRO must make a final external review decision within 45 days and notify the claimant within one day of such decision.
11. The IRO decision is generally binding on the claimant, as well as the plan or issuer (except to the extent other remedies are available under State or Federal law).

Overpayment

In the event you or any other person or organization receives a benefit payment that exceeds the amount of benefits payable under the Plan, the Plan has the right to: (1) require that you, or the person or organization who received the overpayment, return the overpayment; or (2) reduce any future benefit payment made to you (or on your behalf) or your dependents by the amount of the overpayment. For example, you must reimburse the Plan for any improperly paid claims and all payments made on behalf of ineligible dependents. This right does not affect any other right of recovery with respect to such overpayment.

Reimbursement and Subrogation

Unless otherwise prohibited by law, this provision applies whenever someone else (including your own insurer under an automobile or other policy) is legally responsible or agrees to compensate you for an illness or injury suffered by you or your dependent(s) that is covered by this Plan. If you file a claim under this Plan for benefits arising out of or related to an illness or injury due to the act of a third party, the Plan will be subrogated to any legal claim you may have against the third party. "Subrogation" means the Plan has the right to act in your place to make a lawful claim or demand against the third party.

If you receive any recovery from the third party, you must reimburse the Plan before all others for any benefits it paid relating to that illness or injury, up to the full amount of the recovery received from the other party (regardless of how that recovery may be characterized). The reimbursement required under this provision will not be reduced to reflect any costs or attorney's fees incurred in obtaining compensation unless separately agreed to, in writing, by the Plan Administrator in the exercise of its sole discretion. Any so called "make-whole doctrine," "common fund doctrine," or "attorney's fee doctrine" will not defeat the

Plan's right to full recovery. The Plan may also seek restitution in equity, for example, through a constructive trust or equitable lien upon particular funds for property.

The Plan reserves the right to require that you sign a statement that acknowledges your obligation to reimburse the Plan under this provision for any benefits it paid relating to such illness or injury. That obligation will arise upon the payment of any Plan benefits relating to the illness or injury, whether or not you sign such a statement.

Payments Due to Claimants Who Cannot Be Located

Uninsured Benefits - If the Plan Administrator cannot ascertain the whereabouts of any person to whom a payment is due under a Plan, and if, after three months from the date such payment is due, a notice of such payment due is mailed to the last known address of such person, as shown on the records of the Plan Administrator and within three months after such mailing such person has not made written claim therefore, the Plan Administrator or insurance company if it so elects, may direct that such payment and all remaining payments otherwise due to such person be canceled, and upon such cancellation, the Plan shall have no further liability therefor.

Insured Benefits – Payments will be made in accordance with the insurance carrier's policy.

Uncashed Checks

If you receive a check as reimbursement for an eligible Plan expense, you must cash that check within 12 months of the end of the Plan Year in which the reimbursed expense was incurred. Failure to cash the check within this time period will result in a forfeiture of the reimbursed amount. Such forfeitures will be used to offset future Plan expenses.

BENEFIT TERMINATION

Your benefits will terminate in accordance with the schedule below. In addition to this schedule, your benefits will terminate on the occurrence of the earliest of the following events:

- The termination of the Plan or the amendment of the Plan to eliminate one or more benefits previously provided under the Plan;
- Your inability to meet the continuing eligibility requirements to participate in the Plan as set forth in this summary or the insurance carriers' or third party administrators' booklets or other materials;
- Your revocation of your election to participate in the Plan and receive benefits under the Plan; or
- Your failure to make any contributions required to receive benefits under the Plan. (Note: In order to continue any contributory benefit during any type of leave, you will be required to continue your contributions. If you are no longer receiving a paycheck, you must remit contributions to the Plan by personal check on an after-tax basis, unless some other arrangement has been approved by the Plan Administrator, Washington and Lee University [through its Office of Human Resources], in advance of or during an approved unpaid leave of absence.)

Event	Medical, EAP, Dental, Vision, Healthcare Spending Account, and Wellness	Basic Life and Vol. Life	Long-Term Disability (LTD)	Dependent Care Spending Account
	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>
Voluntary or involuntary termination from employment, including failure to return from any approved paid leave, including concurrent FMLA leave not related to employee's medical condition.	End of the month following termination date, unless COBRA is available and elected.	Basic - Date of termination, unless benefit is converted to a whole life policy directly with the carrier. Voluntary – Date of termination unless benefit (yours or dependents) is converted to individual whole life policy or ported to individual term life policy directly with the carrier.	LTD - Last day of employment. Voluntary IDI – End of month following termination date. Carrier will send information on the ability to continue coverage.	Date of termination
You are no longer a benefit eligible Variable Hour Employee because you did not work at least 1,000 hours during your Standard Look-Back Measurement Period	Applies to Group Medical Only - On June 30, unless COBRA is available and elected.	N/A	N/A	N/A
Failure to return to work from an approved paid leave of absence for your own short term disability, including worker's compensation (both of which run concurrently with FMLA), after medical clearance to do so, and where leave is not extended as a reasonable accommodation for a qualifying ADA disability.	End of the month following failure to return to work, unless COBRA is available and elected.	Basic – Date of termination, unless benefit is converted to a whole life policy directly with the carrier; or if continuation is allowed with waiver of premium. Voluntary – Date of termination unless benefit (yours or dependents) is converted to individual whole life policy or ported to individual term life policy directly with the carrier; or if continuation is allowed with waiver of premium.	LTD – Last day of employment. Voluntary IDI – End of month following termination date. Carrier will send information on the ability to continue coverage.	Date leave begins

Event	Medical, EAP, Dental, Vision, Healthcare Spending Account, and Wellness	Life and Vol. Life	Long-Term Disability (LTD)	Dependent Care Spending Account
	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>
You take an approved unpaid leave (including FMLA-related leave)	End of the month following failure to return to work, unless COBRA is available and elected.	<p>Basic – Coverage continues as long as premiums are paid. Coverage ends on day of separation for failure to return to work unless benefit is converted to a whole life policy directly with the carrier.</p> <p>Voluntary – Coverage continues as long as premiums are paid. Coverage ends on day of separation for failure to return to work unless benefit (yours or dependents) is converted to individual whole life policy or ported to individual term life policy directly with the carrier.</p>	<p>LTD – Ends the date leave begins.</p> <p>Voluntary IDI – End of month following failure to return to work. Carrier will send information on the ability to continue coverage.</p>	Date leave begins
Your Death	End of the month following death, unless COBRA is available and elected.	Date of your death. If your dependents have the Voluntary policy, they can elect to convert to an individual whole life policy or port to individual term life policies directly with the carrier	Date of your death	Date of your death
You take Military Leave	Benefits continue for 31 days, and thereafter, benefits continue in accordance with USERRA (Uniform Services Employment and Reemployment Act)	Benefits continue for 31 days, and thereafter, benefits continue in accordance with USERRA (Uniform Services Employment and Reemployment Act), unless you elect to convert or port your life benefit	Date military leave begins	Date military leave begins

Event	Medical, EAP, Dental, Vision, Healthcare Spending Account, and Wellness	Life and Vol. Life	Long-Term Disability (LTD)	Dependent Care Spending Account
	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>	<i>Coverage Terminates at the/on the</i>
You retire	End of the month following the date of your retirement, unless you elect COBRA or unless post-retirement coverage is available from the Employer and you are eligible for and elect such coverage	Basic - Date of retirement unless benefit is converted to a whole life policy directly with the carrier. Voluntary – Date of retirement unless benefit (yours or dependents) is converted to individual whole life policy or ported to individual term life policy directly with the carrier.	Date of retirement	Date of retirement
Your child is no longer a dependent under the Plan.	Coverage ends the last day of the month in which your child turns age 26, unless COBRA is available and your child elects COBRA. Children who meet the applicable insurance carrier’s criteria for a disabled child may continue coverage under the Plan.	Voluntary Life - End of the month following the date your child is no longer a dependent unless the life benefit is converted to a whole life policy directly with the carrier.	N/A	N/A
You are divorced or legally separated	Spousal coverage will end at the end of the month following the date of the divorce or legal separation, unless COBRA is available and your spouse elects COBRA.	Spousal Life - End of the month following the date of the divorce unless the life benefit is converted to a whole life policy directly with the carrier.	N/A	N/A

COBRA

Continuation of Health Coverage under COBRA

Under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), you and your eligible dependent(s) may be eligible to continue group medical and dental coverage, voluntary vision, EAP, Wellness Program, (and, under some circumstances, your healthcare spending account(s)) if your or your eligible dependent’s(s’) coverage ends because of certain “qualifying events.” The following information outlines the continuation of coverage available under COBRA. This information may change if the COBRA provisions are changed by federal law that applies to this Plan. In this instance, the Plan’s COBRA procedures will automatically be revised to be in compliance with the new legislation. Additionally, if applicable to you, you will receive additional information regarding the changes to COBRA.

COBRA requires most employers who sponsor group healthcare plans to provide a temporary extension of coverage to employees and their dependents when, due to certain circumstances, coverage would otherwise terminate under the employer’s plan. Under COBRA, you (or your dependents) will generally be permitted to continue the same coverage that you (or your dependents) had prior to the event that would otherwise cause the loss of coverage. This temporary extension of benefits is commonly called “continuation coverage.” Below is a summary of who is eligible for continuation coverage under COBRA, when, and for how long. In addition, please refer to the “**COBRA AND MEDICARE**” section of the document that follows this “**COBRA**” section.

These individuals	May continue coverage if it is lost due to...	For up to...
Employee	<ul style="list-style-type: none"> • reduction in hours of employment • termination of employee’s employment for any reason other than gross misconduct • failure to return from a leave of absence under the Family and Medical Leave Act of 1993 	<ul style="list-style-type: none"> • 18 months⁽¹⁾ • 18 months⁽¹⁾ • 18 months⁽¹⁾
Covered spouse of an employee	<ul style="list-style-type: none"> • reduction in employee’s hours of employment • termination of employee’s employment for any reason other than gross misconduct • employee’s failure to return from a leave of absence under the Family and Medical Leave Act of 1993 • death of employee • divorce or legal separation • employee becomes entitled to Medicare and elects Medicare as primary provider 	<ul style="list-style-type: none"> • 18 months⁽¹⁾ • 18 months⁽¹⁾ • 18 months⁽¹⁾ • 36 months • 36 months • 36 months⁽²⁾⁽³⁾
Covered dependent children of an employee	<ul style="list-style-type: none"> • reduction in employee’s hours of employment • termination of employee’s employment for any reason other than gross misconduct • employee’s failure to return from a leave of absence under the Family and Medical Leave Act of 1993 • death of employee • employee’s divorce or legal separation • employee becomes entitled to Medicare and elects Medicare as primary provider • loss of dependent status under existing medical coverage 	<ul style="list-style-type: none"> • 18 months⁽¹⁾ • 18 months⁽¹⁾ • 18 months⁽¹⁾ • 36 months • 36 months • 36 months⁽²⁾⁽³⁾ • 36 months

(1) The 18-month continuation coverage period may be extended to 29 months for all covered persons if any covered person eligible for continuation coverage is disabled under the Social Security laws at any time no later than the first 60 days of continuation coverage. To qualify for this extension, the Employer must be notified within 60 days of the determination that a covered person is disabled under the Social Security laws and within the initial 18-month continuation period. ***A disabled employee is considered to have terminated employment on the date his or her salary continuation benefits from the Employer end, if the employee does not return to work.***

(2) The entitlement to Medicare is ONLY a COBRA event if the entitlement does or would have caused the loss of health coverage for active employees.

(3) If an employee becomes entitled to Medicare while actively-at-work and then terminates employment, dependents will be eligible to receive COBRA coverage for the greater of the 18-month period beginning on the date of termination or the 36-month period beginning on the date the employee became entitled to Medicare.

The 18, 29, or 36 months of continuation coverage begins on the later of the date of the event that causes loss of coverage or the date coverage is actually lost.

Individuals who are eligible for COBRA coverage are called “qualified beneficiaries.” The events that entitle them to coverage are called “qualifying events.” Generally, to be a qualified beneficiary, you must have health coverage under the Plan on the day before a qualifying event occurs; however, a child born to, adopted by, or placed for adoption with the covered employee during the continuation coverage period is also a “qualified beneficiary.”

Loss of Coverage – When an initial qualifying event occurs, you and the Employer have certain responsibilities. **If the qualifying event is divorce or a legal separation, or loss of dependent status, you or your eligible dependent must notify the Office of Human Resources in writing within 60 days of the qualifying event.** For the initial COBRA event, the Employer will know if the event is death, termination of employment, reduction in hours, failure to return from a leave of absence under the Family and Medical Leave Act of 1993 that results in a loss of health coverage as an active plan participant, entitlement to Medicare benefits¹, or the commencement of a bankruptcy proceeding. However, if a secondary qualifying event occurs, see “**Two Qualifying Events**,” you or your eligible dependent must notify the Office of Human Resources within 60 days.

When the Office of Human Resources is notified or learns of a qualifying event, the Office of Human Resources or its designated third party administrator will send you or your eligible dependent(s) a written explanation of the right to elect continuation coverage.

You then have 60 days from the later of the date of this explanation or the date on which your existing coverage would end to notify the University’s designated COBRA administrator of your election. If you or an eligible dependent do not respond in writing within the time limit, the right to elect to continue coverage under COBRA will be lost.

¹ The entitlement to Medicare is ONLY a COBRA qualifying event if the entitlement does or would have caused the loss of health coverage as an active plan participant.

COBRA Election – Each member of a family who is eligible to elect continuation coverage may make a separate election to continue coverage, or one eligible dependent may make an election that covers some or all of the others. Unless amended by law, the following will apply if you elect to continue coverage:

- You must pay a total premium equal to the group rate plus a 2% administration charge monthly (or such higher charge as may be permitted by law).¹ The total premium includes the Employer's contribution and any contribution an active participant is required to make under the Plan.
- The first payment must be made within 45 days following the date of your election and must cover the number of full months from the date coverage ended to the time of your election. Premiums for months after your election will regularly be due on the first day of the month (the "due date") and must be paid within 31 days (the "grace period") of the date due. Premium rates may change periodically for all qualified beneficiaries.

Your coverage will continue for as long as you make payment before the end of the grace period. However, if you pay after the due date but during the grace period, your coverage under the Plan will be suspended as of the due date and then retroactively reinstated (going back to the due date) once payment is made. This means that any claim that you submit for benefits before payment is made will be denied until payment is made. If you fail to make payment by the end of the grace period, you will lose all rights to continuation of coverage under the Plan.

The coverage provided will be identical to the coverage provided similarly-situated employees or dependents. Should benefit levels increase or decrease, both active and COBRA participants will experience the same change.

In considering whether to elect continuation coverage, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of a qualifying event listed above. You will also have the same special enrollment rights at the end of continuation coverage if you elect continuation coverage for the maximum time period available to you.

Other Options Available to You When You Lose Group Health Coverage -

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

Benefits for Eligible Dependents – Unless otherwise specified in the election, any election of continuation coverage made by you or your spouse or former spouse will be considered to be an election of continuation coverage for any eligible dependent who would also lose coverage by reason of the qualifying event. If you elect continuation coverage that also covers your eligible dependents, these dependents may not make an independent selection of benefits until the next open enrollment period. At that time, they may change their coverage if they wish.

¹ If you or your covered dependent is eligible for the additional 11 months of coverage because of disability, the premium for the additional 11 months is increased to 150% of the group rate. This increased premium may also apply through the 36th month if a second qualifying event later extends the continuation period to 36 months.

However, if you decide not to continue your coverage at all, each eligible dependent may make an independent benefit selection.

Changes to Continuation Coverage – Qualified beneficiaries have the same opportunities to change coverage as active employees during the annual open enrollment period. During open enrollment, you may elect different coverage or add or delete dependents, in the same manner as an active employee.

When Continuation of Healthcare Spending Account is Subject to COBRA – You may elect continuation coverage of your healthcare spending account through COBRA only when the available balance in the account as of the date of the qualifying event is greater than the cost of continuing contributions to the account for the remainder of the plan year, with the addition of the 2% administration charge. If you do not elect continuation coverage, you will have 90 days to spend down the balance in the account to reimburse charges incurred as of the date of the qualifying event.

When COBRA Benefits End – Generally, continuation coverage runs for 18, 29, or 36 months, depending on the qualifying event, as described in the chart above. However, unless otherwise prescribed by law, COBRA benefits will end immediately if:

- The required COBRA premium is not paid in a timely manner;
- The person whose coverage is being continued becomes entitled to Medicare benefits (this does not apply if you are a retired employee or family member entitled to purchase continuation coverage due to commencement of a bankruptcy proceeding by the employer);
- In the case of the person whose coverage is being continued under the special extended coverage period for disabled individuals, it is determined that the person is no longer disabled under the Social Security laws¹;
- The individual becomes covered under another group health plan after electing COBRA;
- The Employer no longer maintains a group health benefit, or dental benefit, or healthcare spending account, covering any employee; or
- **For healthcare spending accounts only** – If continuation of your healthcare spending account is subject to COBRA, this coverage can only be continued until the end of the plan year in which the COBRA was elected.

Two Qualifying Events – An 18-month or 29-month period of continuation coverage may be extended if another qualifying event (other than a bankruptcy proceeding) occurs during that time. However, no one may extend coverage for more than 36 months. The 36-month period is counted from the first event. For example, if your employment ends and you get divorced during the 18-month continuation period for which you have elected continuation coverage for you and your dependents, your dependents may extend coverage for up to 36 months from the date your employment ended. Please note, if the former Employee becomes entitled to Medicare, and unless the entitlement to Medicare is a terminating event for active participants, the remaining qualified beneficiaries may continue COBRA for the remainder of the 18-month period.

¹ A qualified beneficiary is responsible for notifying the Employer within 30 days of the date of a final determination that he or she is no longer disabled under the Social Security laws.

COBRA AND MEDICARE

As noted in the above sections on “**COBRA**” and “**MEDICARE AND ELIGIBILITY**,” your Medicare status may affect your COBRA and/or Medicare coverage. The following is a summary of this information.

- If you or your dependent has Medicare when a COBRA qualifying event occurs, you are still eligible to elect COBRA.
- If you or your dependent does not have Medicare when a COBRA qualifying event occurs, you are eligible to elect COBRA but COBRA will terminate when Medicare is elected.
- If Medicare is elected and COBRA is terminated, COBRA is still available to any remaining qualified beneficiaries.
- If you enroll in Medicare while still actively employed but later terminate employment, the COBRA period available to your dependents who are qualified beneficiaries is the greater of 18 months or 36 months from the date that you enrolled in Medicare.
- COBRA coverage **is not** considered medical coverage based on active employment; therefore, Medicare-eligible qualified beneficiaries should understand that late premium penalties may apply if the individual does not enroll during the Special Enrollment Period. Also there may be a delay in when Medicare coverage begins.
- COBRA is not available to your covered dependents if, while you are actively employed, you voluntarily waive group medical coverage and elect only Medicare coverage.

For additional information on Medicare benefits, enrollment rights, and premium penalties, please contact Medicare or go to the Medicare website at www.medicare.gov.

PLAN ADMINISTRATOR

Every ERISA plan has a “Named Fiduciary” as defined in ERISA, who controls and manages the plan’s operation and administration. The Plan’s “Named Fiduciary” is Washington and Lee University.

Every ERISA Plan has a “Plan Administrator” as defined in ERISA. The Plan Administrator is Washington and Lee University. The name, business address, and telephone number are all included below with the rest of the ERISA information.

In general, the Plan Administrator is the one and only judge of the application and interpretation of the Plan, and has the unrestricted authority to interpret the provisions of the Plan, to resolve disputed issues of fact, and to make determinations regarding eligibility for benefits. However, the Plan Administrator has the authority to hand over or delegate certain of its powers and duties to a third party. The Plan Administrator has given over certain administrative functions under the Plan to various service providers as listed on the attached Schedule B. As the Plan Administrator’s delegate, these service providers have the authority to make decisions under the Plan relating to benefit claims, including determinations as to the medical necessity of any service or supply.

The decisions of the Plan Administrator (or its delegate) in all matters relating to the Plan (including but not limited to, eligibility for benefits, Plan interpretations, and disputed issues of fact) will be final and binding on all parties and generally will not be overturned by a court of law.

AMENDMENT OR TERMINATION OF THE PLAN

Plan Amendment – The Employer will have the right to amend this Plan at any time, including the right to add or delete one or more benefits and provide additional benefits, coverages or options under this Plan.

Successor Employer – In the event of the sale, dissolution, merger, consolidation or reorganization of the Employer, provision may be made by which this Plan will be continued by the successor to the Employer. In that event, such successor will be substituted for the Employer under this Plan if the Employer consents. The substitution of the successor will constitute an assumption of this Plan’s liabilities by the successor and the successor will have all of the powers, duties and responsibilities of the Employer to which it succeeds under this Plan.

Merger or Consolidation – In the event of any merger or consolidation of this Plan with any other cafeteria plan maintained or to be established for the benefit of all or some of the Participants of this Plan, the merger or consolidation will occur only if:

- Resolutions of the governing body of the Employer and the governing body of any new or successor employer of the affected Participants, authorize such merger or consolidation; and
- Such other cafeteria plan satisfies the requirements of Section 125 of the Code.

Plan Termination – The Employer intends to continue this Plan indefinitely, but the Employer in its sole discretion reserves the right to terminate the Plan at any time. Upon complete or partial termination of this Plan, the rights provided in this document with respect to a Participant or other individual affected by such complete or partial termination will be terminated.

However, in the event this Plan is completely or partially terminated, any expenses/claims incurred or made by an affected Participant up to the date of complete or partial termination will be reimbursed/paid in accordance with the terms of this Plan. Any elected contribution amounts deducted from an affected Participant’s compensation will be available to the Participant for any expenses incurred prior to the date of complete or partial termination until the last day of the Plan Year in which such complete or partial termination occurs. To the extent any such contributions remain after the last day of the Plan Year in which such complete or partial termination occurs, such amounts will be forfeited by the Participant in accordance with the “Use it or Lose it” provision under the Spending Account Section of this document (with no exception for carryover) and retained by the Employer, as amended in accordance with applicable law.

COMPLIANCE WITH THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

The following information is information about the Plan that is required to be provided to you under ERISA.

Name and Identification Number of Plan

Washington and Lee University Employee Health and Welfare Plan, Plan Number 510

Participants

The Plan provides benefits for all employees of Washington and Lee University who meet the eligibility requirements described herein, and (as applicable) their eligible beneficiaries.

Plan Sponsor

Washington and Lee University
204 West Washington Street
Lexington, VA 24450
(540) 458-8920

Plan Administrator

Washington and Lee University
204 West Washington Street
Lexington, VA 24450
(540) 458-8920

The Employer administers the Plan through the Plan Administrator. The Plan Administrator has overall responsibility for the Plan. From time to time, the Plan Administrator may delegate to one or more of its officers the right to act on its behalf in any one or more matters connected with the administration of the Plan. The Plan Administrator is responsible for the operation and administration of the Plan, including matters relating to interpretation of Plan provisions, claims for benefits and appeals of denied claims, implementation of Plan administration procedures, and compliance with IRS rules and regulations. Benefits under this Plan will be paid only if the Plan Administrator (or its delegate) decides in its discretion that the applicant is entitled to them. In many instances, the Plan Administrator has delegated the authority to administer the Plan to the insurance carriers and claims administrators providing benefits and services under the Plan.

Indemnification

To the extent permitted by and consistent with applicable law, Employer bylaws and insurance coverage, the Plan Sponsor may indemnify and hold harmless its employees, officers and members of the Board, the Plan Administrator and any committee members appointed by the Plan Administrator, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, arising out of any alleged breach of duties related to the Plan, other than such liabilities, claims, costs and expenses as may result from the gross negligence or willful misconduct of such persons.

Expenses

All proper expenses incurred in administering the Plan will be paid by the Plan Sponsor. The Plan Administrator and any officers, employees, members of the Board, and/or committee members appointed by the Plan Administrator will receive no compensation for their services in administering the Plan; provided, however, that if such individuals are University employees, their University compensation shall not be affected by this restriction and such compensation shall not be deemed compensation under this section.

Allocation of Responsibility

Except to the extent provided in Section 405 of ERISA, no fiduciary shall have any liability for a breach of fiduciary responsibility of another fiduciary with respect to the Plan.

Employer Identification Number (EIN)

54-0505977

Type of Plan, Plan Definition, and Plan Funding

The Plan provides health and welfare benefits to eligible employees and is a “welfare plan” as that term is defined in ERISA. In some instances, these health and welfare benefits are “self-insured” (that is, the benefits are provided directly to covered individuals from the general assets of the Employer or Participating Employers). In other instances, the benefits are provided by third-party insurers pursuant to insurance contracts between the insurer and the Employer or a Participating Employer. In addition to these benefits, the Plan also provides covered individuals with the opportunity to purchase benefits on a pre-tax basis through a Code Section 125 arrangement and the opportunity to contribute amounts to healthcare and dependent care spending accounts on a pre-tax basis through Code Sections 105 and 129. Both the Employer and covered employees contribute amounts toward the cost of benefits provided under the Plan.

Agent for Service of Legal Process

Secretary of Board of Trustees
Washington and Lee University
204 West Washington Street
Lexington, VA 24450
(540) 458-8465

Plan Year

July 1 – June 30

PLAN SPONSOR CERTIFICATION TO PLAN UNDER HIPAA FOR PROTECTION OF CONFIDENTIAL HEALTH INFORMATION

The following text sets forth how Washington and Lee University, as the Plan Sponsor of health plans for its employees, will protect confidential health information as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

Definitions:

Plan: The term Plan, **solely with respect to these HIPAA provisions**, refers only to the following plans: the group health plan, the dental plan, the healthcare spending account, and the employee assistance program.

Plan Sponsor: Plan Sponsor refers to the Employer which sponsors the Plan, Washington and Lee University.

Protected Health Information: Individually identifiable health information (diagnosis, treatment, condition, payment) transmitted or maintained in any form, relating to the past, present or future physical or medical condition of an individual. Student records and employment records are excluded from this definition, and are protected under other laws.

Summary Health Information: Summary health information means information, that may be individually identifiable health information, and:

- (1) That summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a Plan Sponsor has provided benefits under any of the covered plans defined as “the Plan” in this HIPAA section; and
- (2) From which the information described at Sec. 164.514(b)(2)(i) has been deleted, except that the geographic information described in Sec. 164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.

Limitations on Plan Sponsor Access to Protected Health Information

The Plan may not disclose protected health information to the Plan Sponsor unless the Plan Document restricts uses and disclosures of such information by the Plan Sponsor consistent with the requirements of 45 CFR § 164.504(f) and 164.314(b)(1) the relevant federal regulations under HIPAA. In accord with this law, this Plan Document hereby defines the conditions under which the University as Plan Sponsor will have access to protected health information.

The Plan may disclose summary health information to the Plan Sponsor, if the Plan Sponsor requests the summary health information for the purpose of:

1. (A) Obtaining premium bids from health, dental, healthcare spending, or employee assistance plans for providing such coverage; or
(B) Modifying, amending, or terminating such plan.
2. The Plan may disclose to the Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from any coverage included within the scope of the Plan.

3. The Plan will disclose protected health information to the Plan Sponsor with the understanding that all of the following conditions have been met by the Plan Sponsor:

- (A) The Plan Sponsor will not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
- (B) Any agents, including a subcontractor, to whom the Plan Sponsor provides protected health information received from the Plan will agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
- (C) The Plan Sponsor will not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- (D) The Plan Sponsor will report to the Plan's Privacy Officer any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- (E) The Plan Sponsor will make available protected health information in accordance with 45 CFR §164.524
- (F) The Plan Sponsor will make available a process for amendment of protected health information and incorporate any amendments to protected health information in accordance with 45 CFR §164.526
- (G) The Plan Sponsor will make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- (H) The Plan Sponsor will make its internal practices, books, and records relating to the use and disclosure of protected health information received from the Plan available to the Secretary of Health and Human Services as required by law for the specific purpose of determining compliance by the Plan with this subpart when requested to do so by the appropriate authorized representative;
- (I) The Plan Sponsor will, if feasible, return or destroy all protected health information received from the Plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- (J) The Flexible Spending Plan will release dollar amounts of expenditures (attached to the name of the employee) without individual authorization from the employee to the Plan Sponsor. With the exception of this particular release by the Flexible Spending Plan, the Plan will only release information to the Plan Sponsor when provided with a signed and dated waiver from the insured party or their legal representative;

(K) The Plan Sponsor will ensure adequate separation of any protected health information as described below:

1. Only the Executive Director of Human Resources, the Associate Director for HR Operations, the Humans Resources Administrative Assistant, the Senior HRIS Assistant, the Assistant Director for Leaves and Retirement Benefits, the Associate Treasurer and Controller, the Payroll and Accounts Payable Manager, the Senior Accountant, and the Payroll Assistant shall be given access to the protected health information. These positions are the only employees or persons who receive protected health information relating to payment under, health care operations of, or other matters pertaining to the Plan in the ordinary course of business.
2. The Plan Sponsor will restrict the access to and use by such employees described in paragraph 1 above to the plan administration functions that the Plan Sponsor performs for the Plan.
3. Any paper documents containing protected health information will be kept in a locked file. Any electronic documents containing PHI will be encrypted in transit and at rest. Offices containing PHI will be kept locked when not occupied. The health plan information will be kept separate from all other employee documents and will not be placed in the employee's general purpose employment file.
4. The Plan Sponsor designates the HIPAA Privacy Officer as the person responsible for resolving any issues of noncompliance by persons described in paragraph 1 of this subsection and designates the HIPAA Security Officer as the person responsible for overseeing compliance with the Security Standards of HIPAA.

(L.) The Plan Sponsor will adhere to the HIPAA Security standards.

1. The Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of the Plan.
2. The Plan Sponsor will ensure that adequate separation required by the HIPAA Privacy Rule (45 CFR § 164.504 (f) (2)(iii)) is supported by reasonable and appropriate security measures.
3. The Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides this information, agrees to implement reasonable and appropriate security measures to protect the information.
4. The Plan Sponsor will report to the Plan any security incident of which it becomes aware.

(M.) If a breach of unsecured PHI occurs, applicable requirements of 45 CFR Part 164 will be followed. Notification to affected parties will be given with respect to any unauthorized acquisition, access, use or disclosure of protected health information that compromises the security or privacy of such information. Breaches will also be reported to the Department of Health and Human Services as required. A data breach of PHI affecting 500 or more individuals requires the Plan Sponsor to notify the media in the jurisdiction of the State in which the 500 or more individuals reside.

IMPORTANT NOTICES

1. ERISA RIGHTS STATEMENT

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (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 of Human Resources, all documents governing the Plan, including insurance contracts and third party administrator 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 by contact with the Office of Human Resources, copies of documents governing the operation of the Plan, including insurance contracts and third party administrator agreements, and 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 the Summary Annual Report.

Continue Group Health Plan Coverage

Continue healthcare 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 Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon people who are responsible for the operation of employee benefit plans. The people who operate the 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 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 the Plan documents or the latest Summary 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 a state or Federal court. 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.

Assistance with Your Questions

If you have any questions about the 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 (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, EBSA, 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 EBSA's publications hotline.

For more information: For more information about your rights under ERISA, including COBRA, HIPAA, and other laws affecting group health plans, contact the U.S. Department of Labor's EBSA in your area or visit the EBSA website at www.dol.gov/ebsa.

2. SUMMARY OF YOUR HEALTH INFORMATION PRIVACY AND SECURITY RIGHTS

The Privacy Rules and Security Rules that are part of the Health Insurance Portability and Accountability Act (HIPAA), require that employees who elect to participate in a group health plan option receive a written notice of how an individual's health information may or may not be used without the individual's authorization and the security precautions used to protect any electronically transmitted health information.

Because the health benefits offered under the Plan include both fully insured plan options and self-insured plan option(s) (the Plan's self-insured options include the medical plan, dental plan, the health care spending account, the employee assistance plan, and the wellness program), each plan option is required to provide you with a separate notice that indicates your rights and protections under the applicable health plan.

General Information Concerning Your Privacy and Security Rights under an Insured Group Health Plan

The voluntary vision plan is an insured plan.

As indicated above, your insurance carrier will provide you with a notice that details their privacy and security policies and procedures but the following will give you some basic information.

Under the voluntary vision plan insurance carrier's privacy policies and procedures, the Plan will generally only receive summary health information from the carrier. Summary health information includes, but is not limited to, information used to evaluate plan rates, pay monthly premiums, establish plan eligibility, evaluate the terms and conditions of the insurance contract, or information used for such activities as plan amendments, plan modifications, or plan terminations. In addition, enrollment information such as names, addresses, dates of birth, and dependent status will be shared with the healthcare insurance carrier. The security rules also apply when this information is transmitted electronically.

If a Participant requests assistance with a claim issue(s), the Plan may be required to obtain written authorization from the Participant before any specific health claim information can be obtained from the healthcare insurance carrier. Plan Participants have the right to revoke such authorizations at any time.

Please note that the requirements of the privacy rules and the security rules do not apply to health information related to disability benefits, workers' compensation benefits, life benefits, or employment-related information (i.e. sick notes, drug tests, disability accommodation requests, etc.).

General Information Concerning Your Privacy and Security Rights under a Self-Insured Plan Option

Self-insured group health plan options are covered entities under the privacy rules and security rules. These options under the Plan (the medical plan, dental plan, the health care spending account, the employee assistance plan, and the wellness program) are required to maintain the privacy of "protected health information," which includes any identifiable information that we obtain from you or others that relates to your health, your health care, or payment for your health care under a medical plan option. The security rules also apply when this information is transmitted electronically.

A detailed notice of the Plan's Privacy and Security Policies and Practices follows as Notice 3.

3. DETAILED NOTICE OF PRIVACY AND SECURITY POLICIES AND PRACTICES OF THE WASHINGTON AND LEE UNIVERSITY EMPLOYEE HEALTH AND WELFARE PLAN

THIS NOTICE DESCRIBES HOW CERTAIN MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

The Plan's Commitment to Privacy and Security

The Washington and Lee University Employee Health and Welfare Plan (the "Plan") is committed to protecting the privacy and security of your protected health information and electronic protected health information as defined under HIPAA (may be collectively referred to herein as "health information" or as "PHI" or "E PHI"). Health information is information that is created or maintained by the Plan that identifies you and relates to a health condition, or to the provision or payment of health services for you. The Plan also pledges to provide you with certain rights related to your health information, as required by HIPAA.

By this Notice of Plan's Privacy and Security Policies and Practices ("Notice"), the Plan informs you that it has the following legal obligations under the federal health privacy provisions contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HITECH Act, and the related regulations ("privacy rules" and "security rules") and that its policies and practices are as follows to comply with those obligations:

- To maintain the privacy of your health information;
- To provide you with this Notice of its legal duties and privacy and security practices with respect to your health information; and
- To abide by the terms of this Notice, as amended;
- To designate a Privacy Officer who is responsible for implementing the Plan's privacy policies and receiving complaints regarding privacy of health information;
- To designate a Security Officer who is responsible for assessing and monitoring the security of electronic protected health information, implementing the Plan's security policies and practices and receiving complaints regarding security of electronic protected health information;
- To establish policies and procedures concerning health information, including provision for discipline and a complaint mechanism for inappropriate privacy disclosures;
- To train employees with access to health information on policies and procedures;
- To establish appropriate administrative, technical, and physical safeguards to maintain the privacy and security of health information;
- To provide notice of breaches of unsecured PHI in accordance with applicable law and to mitigate harmful effects from a known violation of privacy or security policies and procedures;
- To keep for six years documentation of required policies, procedures, training, and other required written communications under the privacy and security rules, including Business Associate agreements with all persons and entities performing services on behalf of the Plan that require access to health information;
- To avoid retaliating against any person who exercises a right under the privacy rules;
- To refrain from requiring anyone to waive rights under the privacy rules;
- To amend its plan documents to reflect its obligation to protect the privacy of your health information; and
- To receive certification from the Plan Sponsor that it will protect the privacy of your health information.

This Notice also informs you how the Plan uses and discloses your health information and explains the rights that you have with regard to your health information maintained by the Plan. For purposes of this Notice, "you" and "yours" refers to participants and dependents who are eligible for benefits described under the Plan.

Information Subject to This Notice

The Plan collects certain health information about you to help provide health benefits to you and your eligible dependents, as well as to fulfill legal requirements. The Plan collects this health information from applications and other forms that you complete, through conversations you may have with the Plan's administrative staff and healthcare providers, and from reports and data provided to the Plan by healthcare service providers or other employee benefit plans. The health information the Plan has about you includes, among other things, your name, address, phone number, birth date, social security number, employment information, and medical and health claims information. This is the information that is subject to the privacy practices described in this Notice. Additionally, if this information is transmitted electronically, it is subject to the Security Rules under HIPAA and the security practices described in this Notice.

The Plan's Uses and Disclosures of Your Health Information

The Plan uses your health information to determine your eligibility for benefits, to process and pay your health benefits claims, and to administer its operations. In some cases, your health information may only be disclosed with your written authorization, while in other instances, your authorization is not required. For example, the Plan may disclose your health information, without your authorization, to insurers, third party administrators, and healthcare providers for treatment, payment and healthcare operations purposes. The Plan also may disclose your health information, without your authorization, to third parties that assist the Plan in its operations, to government and law enforcement agencies, to your family members in limited instances, and to certain other persons. Details of the Plan's uses and disclosures of your health information are described below.

Your Rights Related to Your Health Information

The federal health privacy law provides you with access to your health information and with certain rights related to your health information. Specifically, you have the right to:

- Inspect and/or copy your health information;
- Request to receive your health information through confidential communications;
- Request that your health information be amended;
- Request an accounting of certain disclosures of your health information;
- Request certain restrictions related to the use and disclosure of your health information;
- File a complaint with the Plan or the Secretary of the Department of Health and Human Services if you believe that your privacy rights have been violated; and
- Receive a paper copy of this Notice.

These rights and how you may exercise them are detailed below.

If you have any questions about this Notice or about our privacy or security practices, please contact:

Mary E. Main
Privacy Officer
Executive Director of Human Resources
Washington and Lee University

2 South Main 109
Lexington, VA 24450
(540) 458-8250
mmain@wlu.edu

Dean Tallman
Security Officer
Chief Information Security Officer
Washington and Lee University
204 West Washington St.
Lexington, VA 24450
(540) 458-8089
dtallman@wlu.edu

Uses and Disclosures

Except as described in this section, as provided for by federal, state or local law, or as you have otherwise authorized, the Plan only uses and discloses your health information for the administration of the Plan and for processing claims.

Uses and Disclosures for Treatment, Payment, and Healthcare Operations

1. **For Treatment.** The Plan may use and disclose your health information, without your authorization, to a healthcare provider, such as a hospital or physician, to assist the provider in treating you. For example, the Plan may use or disclose your health information to help your doctor determine whether a particular treatment is appropriate.
2. **For Payment.** The Plan may use and disclose your health information, without your authorization, so that your claims for healthcare treatment, services and supplies can be paid according to the Plan's terms. For example, the Plan may use or disclose your health information if your doctor submits a request for payment for services provided to you.
3. **For Healthcare Operations.** The Plan may use or disclose your health information, without your authorization, to enable it to operate efficiently and in the best interests of its participants. For example, the Plan may use or disclose your health information to conduct audits or actuarial studies, or for fraud and abuse detection.

Uses and Disclosures to Business Associates

The Plan discloses your health information, without your authorization, to its business associates, which are third parties that assist the Plan in its operations, for treatment, payment and healthcare operations. For example, the Plan may share your health information with a business associate for the purpose of obtaining accounting or consulting services or legal advice. The Plan enters into agreements with its business associates to ensure that the privacy of your health information is protected from unauthorized disclosure and, to the extent electronic protected health information is shared with its business associates, to ensure that such business associates will comply with the security rules. Additionally, business associates must comply with the HIPAA's privacy and security rules to the extent required by law.

Uses and Disclosures to the Plan Sponsor

The Plan may disclose health and eligibility information, without your authorization, to the Plan Sponsor, Washington and Lee University, only for plan administration purposes, such as eligibility determinations, enrollment and disenrollment activities, and Plan amendments or termination. The Plan Sponsor has certified to the Plan that it will protect the privacy and security of your health information, that your health information will not be used by the Plan Sponsor for any employment-related actions and decisions

or in connection with any other employee benefit plans sponsored by the Plan Sponsor, and that it has amended the plan documents to reflect its obligation to protect the privacy and security of your health information.

Other Uses and Disclosures That May Be Made Without Your Authorization

The federal health privacy law provides for specific uses or disclosures of your health information that the Plan may make without your authorization, which are described below.

1. **Required by Law.** The Plan may use and disclose health information about you as required by federal, state, or local law.
2. **Additional Legal Reasons.** The Plan may disclose your health information for the following purposes:
 - a. For judicial and administrative proceedings pursuant to court or administrative order, legal process and authority;
 - b. To report information related to victims of abuse, neglect, or domestic violence; or To assist law enforcement officials in their law enforcement duties.
3. **Health and Safety.** Your health information may be disclosed to avert a threat to the health or safety of you, any other person, or the public, pursuant to applicable law. Your health information also may be disclosed for public health activities, such as preventing or controlling disease or disability, and meeting the reporting and tracking requirements of governmental agencies such as the Food and Drug Administration.
4. **Government Functions.** Your health information may be disclosed to the government for specialized government functions, such as intelligence, national security activities, and protection of public officials. Your health information also may be disclosed to health oversight agencies that monitor the healthcare system for audits, investigations, licensure, and other oversight activities.
5. **Active Members of the Military and Veterans.** Your health information may be used or disclosed to comply with laws related to military service or veterans' affairs.
6. **Workers' Compensation.** Your health information may be used or disclosed in order to comply with laws related to workers' compensation and similar programs.
7. **Emergency Situations.** Your health information may be used or disclosed to a family member or other person responsible for care in the event of an emergency, or to a disaster relief entity in the event of a disaster.
8. **Others Involved In Your Care.** In limited instances, your health information may be used or disclosed to a family member, close personal friend, or others who are involved in your care or payment for your care (as verified by the Plan). For example, if you are seriously injured and unable to discuss your case with the Plan, the Plan may so disclose your health information. Also, upon request, the Plan may advise a family member or close personal friend about your general condition, location (such as in the hospital) or death. If you do not want this information to be shared, you may request that these disclosures be restricted as outlined later in this Notice.
9. **Personal Representatives.** Your health information may be disclosed to people you have authorized or people who have the right to act on your behalf. Examples of personal representatives are parents for minors, and those who have the Power of Attorney for adults.
10. **Research.** Under certain circumstances, the Plan may use or disclose your health information for research purposes, as long as the procedures required by law to protect the privacy of the research data are followed.
11. **Organ and Tissue Donation.** If you are an organ donor, your health information may be used or disclosed to an organ donor, eye, or procurement organization to facilitate an organ or tissue donation or transplantation.

12. Deceased Individuals. The health information of a deceased individual may be disclosed to coroners, medical examiners, and funeral directors so that those professionals can perform their duties.

Uses and Disclosures for Fundraising and Marketing Purposes

The Plan does NOT use your health information for fundraising or marketing purposes, as defined by HIPAA and the privacy rules.

Uses and Disclosures of Genetic Information

The Plan is prohibited from using PHI that is genetic information for underwriting purposes.

Any Other Uses and Disclosures Require Your Express Authorization

Uses and disclosures of your health information other than those described above will be made only with your express written authorization, including the use or disclosure of psychotherapy notes. You may revoke your authorization in writing. If you do so, the Plan will not use or disclose your health information protected by the revoked authorization, except to the extent that the Plan already has relied on your authorization.

Once your health information has been disclosed pursuant to your authorization, the federal privacy protections may no longer apply to the disclosed health information, and that information may be re-disclosed by the recipient without your or the Plan's knowledge or authorization. However, you may revoke your authorization to use or disclose PHI, at any time by contacting the Privacy Officer. Such revocations of authorizations will be made on a prospective basis only.

Your Health Information Rights

You have the following rights regarding your health information that the Plan collects and maintains. If you are required to submit a written request related to these rights, as described below, you should address requests to the Privacy Officer noted on page 3 of this Notice.

Right to Inspect and Copy Health Information

You have the right to inspect and obtain a copy of your health record, generally within 30 days of your request. This includes, among other things, health information about your plan eligibility, plan coverages, claim records, and billing records, but does not include any health information expressly excluded by HIPAA.

To inspect and copy your health record maintained by the Plan, submit your request in writing. The Plan may charge a fee per page for the cost of copying your health record, and charge you the cost of mailing your health record to you. If your health information is maintained by the Plan in electronic format, you have the right to obtain a copy in electronic format and to direct that the Plan transmit the copy to a person or entity you designate. In certain limited circumstances, the Plan may deny your request to inspect and copy your health record. If the Plan does so, it will inform you in writing. In certain instances, if you are denied access to your health record, you may request a review of the denial.

Right to Request Confidential Communications, or Communications by Alternative Means or at an Alternative Location

You have the right to request that the Plan communicate your health information to you in confidence by alternative means or in an alternative location. For example, you can ask that the Plan only contact you at work or by mail, or that the Plan provide you with access to your health information at a specific location.

To request confidential communications by alternative means or at an alternative location, submit your request in writing. Your written request should state the reason(s) for your request and the alternative means by or location at which you would like to receive your health information. If appropriate, your request should state that the disclosure of all or part of your health information by non-confidential communications could endanger you. The Plan will accommodate reasonable requests and will notify you appropriately.

Right to Request That Your Health Information Be Amended

You have the right to request that the Plan amend your health information if you believe the information is incorrect or incomplete.

To request an amendment, submit a detailed request in writing that provides the reason(s) that support your request. The Plan may deny your request if you have asked to amend information that:

- Was not created by the Plan, unless you provide the Plan with information that the person or entity that created the information is no longer available to make the amendment;
- Is not part of the health information maintained by or for the Plan;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

The Plan will notify you in writing as to whether it accepts or denies your requests for an amendment to your health information, generally within 60 days of your request. If the Plan denies your request, it will explain the reason(s) for the denial, and describe how you can continue to pursue the denied amendment.

Right to an Accounting of Disclosures

You have the right to receive a written accounting of disclosures. The accounting is a list of disclosures of your health information by the Plan to others, except that disclosures for treatment, payment or healthcare operations, disclosures made to or authorized by you, and certain other disclosures are not part of the accounting. If the Plan uses or maintains your health information in an electronic health record ("EHR") created by health care clinicians or staff and transferred to the Plan, you may have a right to an additional limited accounting of disclosures of such EHR.

The accounting covers up to six years prior to the date of your request, except that the accounting will not include disclosures of the Plan made before **April 14, 2004**. If you want an accounting that covers a time period of less than six years, please state that in your written request for an accounting.

To request an accounting of disclosures, submit your request in writing. The Plan generally has 60 days to respond. The first accounting that you request within a 12-month period will be free. For additional accountings in a 12-month period, the Plan will charge you for the cost of providing the accounting, but the Plan will notify you of the cost involved before processing the accounting so that you can decide whether to withdraw your request before any costs are incurred.

Right to Notification in the Event of a Breach of Unsecured PHI

You have the right to be notified promptly in the event that we (or a business associate) discover a breach of unsecured PHI, in accordance with applicable data breach notice requirements.

In addition, you have a right to receive reports of any security incidents resulting in a breach of unsecured protected health information that the Employer becomes aware of, to the extent required under the privacy or security rules.

Right to Request Restrictions

You have the right to request restrictions on your healthcare information that the Plan uses or discloses about you to carry out treatment, payment or healthcare operations. Also, you have the right to request restrictions on your health information that the Plan discloses to someone who is involved in your care or the payment for your care, such as a family member or friend. The Plan is not required to agree to your request for such restrictions (except in limited circumstances after February 2010 where your request deals with disclosure of protected health information to a health plan for payment or health care operations, if the protected health information relates solely to something you have paid for in full out of pocket), and the Plan may terminate its agreement to the restrictions you requested.

To request restrictions, submit your request in writing, and advise the Plan as to what information you seek to limit, and how and/or to whom you would like the limit(s) to apply. The Plan will notify you in writing as to whether it agrees to your request for restrictions. The Plan will also notify you in writing if it terminates an agreement to the restrictions that you requested.

Right to Complain

You have the right to complain to the Plan and/or to the Secretary of the U.S. Department of Health and Human Services if you believe your privacy rights have been violated, generally within 180 days of when the act or omission occurred. To file a complaint with the Plan, submit your complaint in writing to the Privacy Officer identified in this Notice.

The Privacy Officer will investigate any complaint and, in the event a violation of these and/or other applicable University privacy and/or security policies, procedures, or practices is found (including but not limited to the University's Confidentiality or Computing and Network Acceptable Use Policies), will take prompt action to see that the responsible person(s) is/are disciplined, up to and including termination. The Plan will take all reasonable steps to mitigate any harmful effect resulting from known violations of its privacy and security policies and practices.

You will not be retaliated or discriminated against and no services, payment, or privileges will be withheld from you because you file a complaint with the Plan or with the Department of Health and Human Services.

Right to a Paper Copy of This Notice

You have the right to a paper copy of this Notice. To make such a request, submit a written request to the Privacy Officer identified in this Notice.

Changes in the Plan's Privacy and Security Policies and Practices

The Plan reserves the right to change its privacy and security policies and practices and make the new practices effective for all health information that it maintains, including your health information that it created or received prior to the effective date of the change and your health information it may receive in the future.

In the event of material changes, the Plan will post the most recent notice on the Plan Sponsor's Office of Human Resources website by the effective date of the material changes. By October 1 of each year the Office of Human Resources sends the notice to all benefit eligible employees and retirees. Employees who use email as part of their daily work receive the document by email. Employees who do not use email as part of their daily work receive the notice by email and hard copy delivered through campus mail. Retirees receive the notice through hard copy delivered by U.S. mail.

A copy of the most recent notice will be made available to you at any time upon your written request. The Plan also will maintain a posting of the most recent notice on the Plan Sponsor's Human Resources web page.

4. MATERNITY AND NEWBORN COVERAGE

Since the Plan offers medical benefits that include maternity and newborn coverage, you are advised that under federal law, the Plan may not restrict benefits (or fail to provide reimbursement) for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require authorization from the Plan or its administrator or the insurance issuer for prescribing a length of stay not in excess of the above periods. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

5. WOMEN'S HEALTH AND CANCER RIGHTS ACT

The Women's Health and Cancer Rights Act requires that all medical plans cover breast reconstruction following a mastectomy. Under this law, if an individual who has had a mastectomy elects to have breast reconstruction, the medical plan must provide the following coverage as determined in consultation with the attending physician and the patient:

- reconstruction of the breast on which the mastectomy has been performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- prostheses and physical complications at all stages of the mastectomy, including lymphedemas

Benefits received for the above coverage will be subject to any deductibles and coinsurance amounts required under the medical plan for similar services.

6. CLAIM PROCEDURE DETAILS

Claims Involving Health Benefits

In the case of a claim involving health benefits (e.g., medical, dental, vision, EAP, Healthcare Spending Account, and Wellness Program), unless a claim is made for urgent care, initial claims for benefits under the Plan will be made by you in writing to the Claims Administrator. Urgent care claims can be made orally.

- **Types of Claims** – There are several different types of claims that you may bring under the Plan. The Plan’s procedures for evaluating claims (for example, the time limits for responding to claims and appeals) depend upon the particular type of claim. The types of claims that you generally may bring under the Plan are as follows:
 - *Pre-Service Claim* – A “pre-service claim” is a claim for a particular benefit under the Plan that is conditioned upon you receiving prior approval in advance of receiving the benefit. A pre-service claim must contain, at a minimum, the name of the individual for whom benefits are being claimed, a specific medical condition or symptom, and a specific treatment, service or product for which approval is being requested.
 - *Post-Service Claim* – A “post-service claim” is a claim for payment for a particular benefit or for a particular service after the benefit or service has been provided. A post-service claim must contain the information requested on a claim form provided by the applicable provider.
 - *Urgent Care Claim* – An “urgent care claim” is a claim for benefits or services involving a sudden and urgent need for such benefits or services. A claim will be considered to involve urgent care if the Claims Administrator or a physician with knowledge of your condition determines that the application of the claims review procedures for non-urgent claims (i) could seriously jeopardize your life or your health, or your ability to regain maximum function, or (ii) in your physician’s opinion, would subject you to severe pain that cannot adequately be managed without the care or treatment that is the subject of the claim.
 - *Concurrent Care Review Claim* – A “concurrent care review claim” is a claim relating to the continuation/reduction of an ongoing course of treatment.
- **Time Periods for Responding to Initial Claims** – If you bring a claim for benefits under the Plan, the Claims Administrator will respond to your claim within the later of the following time periods:
 - *Pre-Service Claim* –
 - within 15 days after receipt of the claim; or
 - if the Claims Administrator determines that an extension is necessary due to matters beyond the control of the Plan, the Claims Administrator will notify you within the initial 15-day period that up to an additional 15 days to review your claim is needed; or
 - if the extension is necessary because you did not provide the information necessary to evaluate your claim, the notice of extension will describe the information that you need to provide to your Claims Administrator and will be provided to you within 5 days from receipt of the claim. You will have no less than 45 days from the date you receive the notice to provide the requested information.
 - *Post-Service Claim* –
 - Within 30 days after receipt of the claim; or
 - If the Claims Administrator determines that an extension is necessary due to matters beyond the control of the Plan, the Claims Administrator will notify you within the initial 30-day period that up to an additional 15 days is needed; or
 - If such an extension is necessary because you failed to provide the information necessary to evaluate your claim, the notice of extension will describe the information that you need to

provide to the Claims Administrator. You will have no less than 45 days from the date you receive the notice to provide the requested information.

- *Urgent Care Claim-*
 - Within 72 hours after receipt of the claim; or
 - If the Claims Administrator determines that it needs additional information to review your claim, the Claims Administrator will notify you within 24 hours after receipt of the claim and provide you with a description of the additional information that it needs to evaluate your claim. You will have no less than 48 hours from the time you receive this notice to provide the requested information;
 - Once you provide the requested information, the Claims Administrator will evaluate your claim within 48 hours after the earlier of the Claims Administrator's receipt of the requested information, or the end of the extension period given to you to provide the requested information;
 - There is a special time period for responding to a request to extend an ongoing course of treatment if the request is an urgent care claim. For these types of claims, the Claims Administrator must respond to you within 24 hours after receipt of the claim by the Plan (provided, that you make the claim at least 24 hours prior to the expiration of the ongoing course of treatment).
- *Concurrent Care Review Claim –*
 - If the Plan has already approved an ongoing course of treatment for you and contemplates reducing or terminating the treatment, the Claims Administrator will notify you sufficiently in advance of the reduction or termination of treatment to allow you to appeal the Claims Administrator's decision and obtain a determination on review before the treatment is reduced or terminated.
- **Notice and Information Contained in Notice Denying Initial Claim** – If the Claims Administrator denies your claim (in whole or in part), you will be given written notice of the denial (although initial notice of a denied urgent care claim may be provided to you orally). This notice will include the following:
 - *Reason for the Denial;*
 - *Reference to Plan Provisions;*
 - *Description of Additional Material;*
 - *Description of Any Internal Rules;*
 - *Description of Claims Appeals Procedures; and*
 - *Explanation of Scientific or Clinical Basis* – If the denial 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, or a statement that such explanation will be provided free of charge upon request.
- **Appealing a Denied Claim for Benefits** – If the Claims Administrator denies your initial claim for benefits, you may appeal the denial by filing a written request (or an oral request in the case of an urgent care claim) with the Appeals Administrator within 180 days after you receive the notice denying your initial claim for benefits. If you decide to appeal a denied claim for benefits, you will be able to submit written comments, documents, records, and other information relating to your claim for benefits (regardless of whether such information was considered in your initial claim for benefits) for review and consideration. You will also be entitled to receive, upon request and free of charge, access to and copies of, all documents, records, and other information that is relevant to your appeal.
- **Time Periods for Responding to Appealed Claims** – If you appeal a denied claim for benefits, you will receive a response to your claim within the following time periods:

- *Pre-Service Claim* – In the case of an appeal of a denied pre-service claim, the Appeals Administrator will respond to you within 30 days after receipt of the appeal.
 - *Post-Service Claim* – In the case of an appeal of a denied post-service claim, the Appeals Administrator will respond to you within 60 days after receipt of the appeal.
 - *Urgent Care Claim* – In the case of an appeal of a denied urgent care claim, the Appeals Administrator will respond to you within 72 hours after receipt of the appeal.
 - *Concurrent Care Review Claim* – In the case of an appeal of a denied concurrent care review claim, the Appeals Administrator will respond to you before the concurrent or ongoing treatment in question is reduced or terminated.
- **Notice and Information Contained in Notice Denying Appeal** – If your appeal is denied (in whole or in part), you will be given written notice of the denial (although initial notice of a denied urgent care claim may be provided to you orally or via facsimile or other similarly expeditious means of communication). This notice will include the following:
 - *Reason for the Denial;*
 - *Reference to Plan Provisions;*
 - *Description of Any Internal Rules;*
 - *Description of Claims Appeals Procedures; and*
 - *Explanation of Scientific or Clinical Basis.*

The appealed decision will be final¹ and conclusive on all persons claiming benefits under the Plan, subject to applicable law. If you challenge this decision, a review by a court of law may be limited to the facts, evidence and issues presented during the claims procedure set forth above. The appeal process described herein must be exhausted before you can pursue the claim in federal court. Issues not raised during the appeal will be deemed waived.

Claims NOT Involving Health Benefits

In the case of a claim not involving health benefits (e.g., Basic or Voluntary Life, Long-Term Disability (LTD), and Dependent Care Spending Account), initial claims for benefits under the Plan will be made by you in writing to the Claims Administrator.

- **Time Periods for Responding to Initial Claims (non-disability)** – If you bring a claim for benefits under the Plan, the Claims Administrator will respond to you within the later of the following schedule:
 - 90 days after receipt of the claim; or
 - if the Claims Administrator determines that an extension is necessary due to matters beyond the control of the Plan, the Claims Administrator will notify you within the initial 90-day period that the Claims Administrator needs up to an additional 90 days to review your claim.
- **Time Periods for Responding to Initial Claims (disability)** – If you bring a claim for benefits under the Plan, the Claims Administrator will respond to you within the later of the following schedule:
 - 45 days after receipt of the claim; or
 - if the Claims Administrator determines that additional time is necessary to review your claim, the Claims Administrator will notify you within the initial 45-day period that the Claims Administrator needs up to an additional 30 days to review your claim.
- **Notice and Information Contained in Notice Denying Initial Claim** – If the Claims Administrator denies your claim (in whole or in part), the Claims Administrator will provide you with written notice

¹ See section on “**External Reviews for Health Claims Only**”

of the denial. This notice will include the following (please note that the description for the italicized phrases will apply whenever the phrase is used in this section on Claims Procedures):

- *Reason for the Denial* – the specific reason or reasons for the denial;
- *Reference to Plan Provisions* – reference to the specific Plan provisions on which the denial is based;
- *Description of Additional Material* – a description of any additional material or information necessary to complete the claim and why such information is necessary and a statement that you are entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your claim and/or appeal;
- *Description of Any Internal Rules* – a copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the initial determination or a statement that such a rule, guideline, protocol, or other criterion was relied upon in making the appeal determination and that a copy of such rule will be provided to you free of charge at your request; and
- *Description of Claims Appeals Procedures* – a description of the Plan’s appeals procedures and the time limits applicable for such procedures (such description will include a statement that you are eligible to bring a civil action in federal court under Section 502 of ERISA to appeal any adverse decision on appeal.

- **Appealing a Denied Claim for Benefits** – If the Claims Administrator denies your initial claim for benefits, you may appeal the denial by filing a written request with the Appeals Administrator within 60 days (180 days in the case of a claim involving disability benefits) after you receive the notice denying your initial claim for benefits. If you decide to appeal a denied claim for benefits, you will be able to submit written comments, documents, records, and other information relating to your claim for benefits (regardless of whether such information was considered in your initial claim for benefits) to the Appeals Administrator for review and consideration. You will also be entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your appeal.
- **Time Periods for Responding to Appealed Claims** – If you bring a claim for benefits under the Plan, you will receive a response within 60 days (45 days in the case of a claim involving disability benefits) after receipt of the claim. If it is determined that an extension is necessary due to matters beyond the control of the Plan, you will be notified within the initial 60-day period that up to an additional 60 days (45 days in the case of a claim involving disability benefits) is needed to review your claim.
- **Notice and Information Contained in Notice Denying Appeal** – If the claim is denied (in whole or in part), you will be given written notice of the denial. This notice will include the following
 - *Reason for the Denial*;
 - *Reference to Plan Provisions*;
 - *Description of Additional Material*;
 - *Description of Any Internal Rules*; and
 - *Description of Claims Appeals Procedures*.

The appealed decision of the Plan will be final and conclusive on all persons claiming benefits under the Plan, subject to applicable law. If you challenge this decision, a review by a court of law may be limited to the facts, evidence and issues presented during the claims procedure set forth above. The appeal process described here must be exhausted before you can pursue the claim in federal court. Issues not raised during the appeal will be deemed waived.

7. NOTICE REGARDING WELLNESS PROGRAM

The Washington & Lee University (the “University”) wellness program is a voluntary wellness program available to all benefit-eligible employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to do **ONE** of the following.

Complete a biometric screening, which will include a blood test. You will be informed about what conditions your blood sample is being screened for prior to the time the blood sample is taken. You are not required to participate in the blood test or other medical examinations. The results from your biometric screening will be used to provide you with information to help you understand your current health and potential risks. You also are encouraged to share your results or concerns with your own doctor; **OR**

- Get an annual physical from your medical provider.

Employees who choose to participate in the biometric screening or have an annual physical may be eligible to receive an incentive. Although you are not required to participate in the biometric screening or have an annual physical, only employees who do so will receive the incentive. The type of incentive and the criteria to receive the incentive will be provided when you are first eligible for the incentive and during each annual enrollment.

Additional incentives of up to \$75 a month may be available for employees who participate in certain health-related activities. If you are unable to participate in any of the health-related activities required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting the Office of Human Resources. Again, the details on the availability of any incentive and the criteria to receive such incentive will be provided when you are first eligible for the incentive and during each annual enrollment.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and the University may use aggregate information it collects to design a program based on identified health risks in the workplace, the University wellness program will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) employees of Quest Diagnostics (who administer the biometric screening) and employees of Sonic Boom who upload biometric screening information to the

wellness program portal, in order to provide you with those services under the wellness program, IF you elect to complete a biometric screening.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately. W&L enters into HIPAA-compliant Business Associate agreements with all vendors carrying out duties on behalf of the Wellness Program that require creation, use, or disclosure of protected health information.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact the Office of Human Resources.

SCHEDULES

**SCHEDULE A
SCHEDULE OF BENEFITS**

Non-Contributory Benefits	Tax Status of Benefits
Basic Life (President's Council Members Only)	Premiums paid for benefit amounts in excess of \$50,000 included in taxable income, unless the benefit amount is determined to be discriminatory - - then the entire amount is imputed. Proceeds not usually taxed.
Basic Long-Term Disability	Benefits taxed when received. Employees can elect annually to pay the taxes on the premium paid by the University for this benefit with post-tax dollars so that the benefit will be tax free if received.
Wellness Program & Employee Assistance Plan	Benefits not taxed.

Contributory Benefits	Employee Cost Per Pay	Tax Status of Contributions
<i>Active Employee Medical Options (Including prescription drugs and vision) (1)</i>		
Single	(2)	Pre-tax/Post-tax
Employee + 1	(2)(3)	Pre-tax/Post-tax
Employee + 2 or more	(2)(3)	Pre-tax/Post-tax
<i>Dental Plan Options (1)</i>		
Single	(2)	
Employee + 1	(2)(3)	Pre-tax/Post-tax
Employee + 2 or more	(2)(3)	Pre-tax/Post-tax
<i>Vision Plan Option (1)</i>		
Single	(2)	
Employee +1	(2)(3)	Pre-tax/Post-tax
Employee + 2 or more	(2)(3)	Pre-tax/Post-tax
<i>Basic Life</i>	(2)	Pre-tax
<i>Supplemental Life</i>	(4)	Post-tax Only
<i>Dependent Life</i>	(4)	Post-tax Only
<i>Dependent Care Spending Account</i>	See Schedule C	Pre-tax Only
<i>Healthcare Spending Account</i>	See Schedule C	Pre-tax Only

- (1) The exact insurance provider and Plan benefits offered will be communicated to participants during the annual enrollment period and to employees when they first become eligible for the Plan.
- (2) The exact amount of any required contributions will be communicated to participants during the annual enrollment period and to employees when they first become eligible for the Plan.
- (3) If coverage includes an individual who is not also your tax dependent or your child who is under age 27 as of the end of the tax year (December 31), your contributions for that individual must be made on a post-tax basis. Additionally, any employer contributions for such individuals will be subject to imputed income to the employee.
- (4) Cost amounts will be provided to participants during the annual enrollment period and to employees when they first become eligible for the Plan and are based on age and amount of insurance.

**SCHEDULE B
INSURANCE CARRIERS AND CLAIMS ADMINISTRATORS ⁽¹⁾**

CARRIER/ADMINISTRATOR	FUNCTION	CONTRACT NUMBER	FUNDING	BENEFITS COVERED
Anthem Blue Cross Blue Shield 804-358-1551 (<i>in Richmond</i>) 800-451-1527 (<i>from outside Richmond</i>) www.anthem.com	Medical/RX Claims Administrator	41125	Fully Insured – Contributory	Modified KeyCare 15 PPO Plan
United Concordia Companies, Inc. 4401 Deer Path Road Harrisburg, PA 17110 Telephone number: (800) 332-0366 www.ucci.com	Dental Claims administrator	0199317	Self- insured (FTE Non- Contributory for Core employee plan) Others Contributory	Concordia FLEX Dental PPO - Core plan Concordia FLEX Dental PPO - Buy- up Plan
UniCare PO Box 8504 Mason, OH 45040 1-888-884-8428 www.unicare.com	Insurer	131429	Fully Insured – Contributory	Voluntary vision
Flexible Benefit Administrators PO Box 8188 Virginia Beach, VA 23450 1-800-437-3539 www.flex-admin.com	Flexible Spending Account Administrator		Contributory	Health Care FSA Plan, Dependent Care FSA Plan
Symetra PO Box 1230 Enfield, CT 06083 1-877-377-6773 www.symetra.com	Insurer	01-017294- 00	Fully Insured – Contributory and Non- Contributory	Basic Life, Voluntary Employee and Dependent Life, Long Term Disability
Carilion Employee Assistance Program 213 McClanahan Street, Suite #201A Roanoke, VA 24014 1-800-992-1931 www.carilionclinic.org/eap	Administrator		Non- Contributory	Employee Assistance Program
Infinisource 1-800-300-3838 http://www.infinisource.net/	COBRA Administratio n		9A1700 Non- Contributory	COBRA Administration
Sonic Boom 5963 La Place Court, Suite 100 Carlsbad, CA 92008 1-877-766-4208 http://sonicboomwellness.com	Administrator		Non- Contributory	Wellness Program

⁽¹⁾ This schedule provides a description of coverage options and insurance carriers as of **July 1, 2017**. Available coverage options and insurance carriers may be changed at any time by the Employer.

**SCHEDULE C
SPENDING ACCOUNTS**

Employee Election	Annual Maximum
Healthcare Spending Account	\$2,600 ⁽¹⁾
Dependent Care Spending Account	\$5,000 ⁽²⁾⁽³⁾

- (1) **Any health care spending account balance amounts that are rolled over from a prior plan year are not included in determining the annual maximum amounts.**
- (2) This amount must be reduced by any amounts your spouse is also contributing to an employer dependent care spending account.
- (3) The maximum amount is reduced to the least of the following amounts:
- **The amount noted above, annualized it is \$5,000;**
 - **\$2,500 annually if you are married and filing separately;**
 - **Your monthly income;**
 - **Your spouse's monthly income; or**
 - **If your spouse is a full-time student or unable to care for themselves, \$250 per month for care of one dependent or \$500 per month for the care of two or more dependents.**

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**SCHEDULE D
PARTICIPATING EMPLOYERS ⁽¹⁾**

Washington and Lee University

⁽¹⁾ as of July 1, 2017

SCHEDULE E
DEFINITIONS OF DEPENDENT
UNDER THE INTERNAL REVENUE CODE
FOR THE PURPOSE OF PLAN BENEFITS

The following is a summary of the definitions for dependents under the Code as they apply to individuals who also may be eligible for Plan benefits.

1. SEC. 152. DEPENDENT DEFINED FOR TAX PURPOSES

A Code §152 dependent is either a “qualifying child” or a “qualifying relative.”

- A *qualifying child* is an individual who (a) bears a specified relationship to the employee (relationship test); (b) has the same principal abode as the employee for more than half of the year (residency test); (c) meets certain age requirements (age test); (d) has not provided more than half of his or her own support for the year (limited self-support test); and (e) has not filed a joint tax return (other than only for claim of refund) with his or her spouse for the year (marital/tax filing status test).
- A *qualifying relative* is an individual (a) who bears a specified relationship to the employee (relationship test); (b) whose gross income is less than the exemption amount in Code §151(d) (income test); (c) with respect to whom the employee provides over half of the individual's support (support test); and (d) who is not anyone's qualifying child.
- *Individuals Who Generally Are Ineligible Under Code §152.* An individual generally will not be a Code §152 dependent if he or she is a dependent of a Code §152 dependent, a married dependent filing a joint tax return, or a citizen or national of a country other than the United States.

2. SECTION 105(b) DEPENDENT FOR HEALTHCARE COVERAGE

Code §105(b) establishes the requirements that an individual must meet in order to be an employee's tax dependent for health coverage purposes. In order to be a Code §105(b) dependent, an individual must meet most, but not all, of the requirements to be a “qualifying child” or a “qualifying relative” under Code §152 as noted above

Specifically, the following individuals still can be an employee’s tax dependents for health coverage purposes even though they do not meet the following criteria that otherwise apply to Code §152 dependents.

- There is no gross income limit. The employee only has to provide Code §105(b) dependent with more than half of the dependent’s support.
- If married, the employee and Code 105 dependent do not have to file joint returns.
- The individual can be a Code §105 dependent if either a U.S. citizen, U.S. national or U.S. resident alien of the United States, or a resident of a country contiguous to the United States (Canada and Mexico) (exceptions exist for certain legal adoptions).

In addition, an employee's child who is under age 27 as of the end of the taxable year can obtain health coverage on a tax-free basis, even if the child does not qualify as the employee's tax dependent under either Code §152 or Code §105. Tax-free coverage can be available through the end of the calendar year in which the child attains age 26. The age limit, residency, support, and other tests that would otherwise have to be met in order for an individual to qualify as a tax dependent under the Code do not apply to such a child for purposes of the tax-favored treatment of health coverage that is available under Code §105(b).

3. HOUSEHOLD AND DEPENDENT CARE CREDIT

The Household and Dependent Care Credit is a nonrefundable tax credit available to United States taxpayers. Taxpayers that care for a qualifying individual are eligible. The purpose of the credit is to allow the taxpayer (or their spouse, if married) to be gainfully employed. This credit is created by 26 U.S.C. § 21, section 21 of the Internal Revenue Code (IRC).

The following is an overview of the eligibility criteria for a dependent under IRC 21. Employees may want to contact a tax or legal advisor to determine if an individual meets the requirements listed.

General Eligibility Requirements

IRC Section 21 uses the term "qualifying individual" rather than "dependent" to refer to the types of dependents that may permit an employee to receive a tax credit related to the care of the dependent. Qualifying individuals must be in one of the following groups:

1. Dependents under age 13 for whom a dependency exemption may be claimed ⁽¹⁾;
2. Dependents of any age who share the same principal place of abode as the taxpayer and are physically or mentally incapable of taking care for themselves;
3. Spouses of any age who share the same principal place of abode as the taxpayer and are physically or mentally incapable of taking care for themselves; or
4. Certain dependent children of divorced parents.

Additional Eligibility Requirements

The taxpayer must "maintain the household" for the qualifying individual(s), which means the taxpayer must furnish over 1/2 of the total cost of maintaining the household. In addition, if the taxpayer is married, both the taxpayer and their spouse must have earned income, unless one spouse was either a full-time student or was physically or mentally incapable of self-care.

¹ A taxpayer can claim a dependency exemption for a dependent under the age of 13 if the dependent is the taxpayer's child, sibling, half-sibling, stepsibling or a descendant of any such individual. The qualifying child must not provide more than 1/2 of his or her own support and must have the same principal place of abode as the taxpayer for more than six months of the year.

SCHEDULE F
LIST OF STATES OFFERING ASSISTANCE FOR MEDICAL COVERAGE

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of August 10, 2017. Contact your State for more information on eligibility –

ALABAMA – Medicaid	FLORIDA – Medicaid
Website: http://myalhipp.com/ Phone: 1-855-692-5447	Website: http://flmedicaidtplrecovery.com/hipp/ Phone: 1-877-357-3268
ALASKA – Medicaid	GEORGIA – Medicaid
The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx	Website: http://dch.georgia.gov/medicaid - Click on Health Insurance Premium Payment (HIPP) Phone: 404-656-4507
ARKANSAS – Medicaid	INDIANA – Medicaid
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 All other Medicaid Website: http://www.indianamedicaid.com Phone 1-800-403-0864
COLORADO – Health First Colorado (Colorado’s Medicaid Program) & Child Health Plan Plus (CHP+)	IOWA – Medicaid
Health First Colorado Website: https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: Colorado.gov/HCPF/Child-Health-Plan-Plus CHP+ Customer Service: 1-800-359-1991/ State Relay 711	Website: http://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp Phone: 1-888-346-9562
KANSAS	NEW HAMPSHIRE
Website: http://www.kdheks.gov/hcf/ Phone: 1-785-296-3512	Website: http://www.dhhs.nh.gov/oii/documents/hippapp.pdf Phone: 603-271-5218
KENTUCKY – Medicaid	NEW JERSEY – Medicaid and CHIP
Website: http://chfs.ky.gov/dms/default.htm Phone: 1-800-635-2570	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710

<p align="center">LOUISIANA – Medicaid</p> <p>Website: http://dhh.louisiana.gov/index.cfm/subhome/1/n/331 Phone: 1-888-695-2447</p>	<p align="center">NEW YORK – Medicaid</p> <p>Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831</p>
<p align="center">MAINE – Medicaid</p> <p>Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-442-6003 TTY: Maine relay 711</p>	<p align="center">NORTH CAROLINA – Medicaid</p> <p>Website: https://dma.ncdhhs.gov/ Phone: 919-855-4100</p>
<p align="center">MASSACHUSETTS – Medicaid and CHIP</p> <p>Website: http://www.mass.gov/eohhs/gov/departments/masshealth/ Phone: 1-800-862-4840</p>	<p align="center">NORTH DAKOTA – Medicaid</p> <p>Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-844-854-4825</p>
<p align="center">MINNESOTA – Medicaid</p> <p>Website: http://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/medical-assistance.jsp Phone: 1-800-657-3739</p>	<p align="center">OKLAHOMA – Medicaid and CHIP</p> <p>Website: http://www.insureoklahoma.org Phone: 1-888-365-3742</p>
<p align="center">MISSOURI – Medicaid</p> <p>Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005</p>	<p align="center">OREGON – Medicaid</p> <p>Website: http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html Phone: 1-800-699-9075</p>
<p align="center">MONTANA – Medicaid</p> <p>Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084</p>	<p align="center">PENNSYLVANIA – Medicaid</p> <p>Website: http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm Phone: 1-800-692-7462</p>
<p align="center">NEBRASKA – Medicaid</p> <p>Website: http://www.ACCESSNebraska.ne.gov Phone: (855) 632-7633 Lincoln: (402) 473-7000 Omaha: (402) 595-1178</p>	<p align="center">RHODE ISLAND – Medicaid</p> <p>Website: http://www.eohhs.ri.gov/ Phone: 855-697-4347</p>
<p align="center">NEVADA – Medicaid</p> <p>Medicaid Website: https://dwss.nv.gov/ Medicaid Phone: 1-800-992-0900</p>	<p align="center">SOUTH CAROLINA – Medicaid</p> <p>Website: https://www.scdhhs.gov Phone: 1-888-549-0820</p>
<p align="center">SOUTH DAKOTA - Medicaid</p> <p>Website: http://dss.sd.gov Phone: 1-888-828-0059</p>	<p align="center">WASHINGTON – Medicaid</p> <p>Website: http://www.hca.wa.gov/free-or-low-cost-health-care/program-administration/premium-payment-program Phone: 1-800-562-3022 ext. 15473</p>
<p align="center">TEXAS – Medicaid</p> <p>Website: http://gethipptexas.com/ Phone: 1-800-440-0493</p>	<p align="center">WEST VIRGINIA – Medicaid</p> <p>Website: http://mywvhipp.com/ Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)</p>

UTAH – Medicaid and CHIP	WISCONSIN – Medicaid and CHIP
Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669	Website: https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf Phone: 1-800-362-3002
VERMONT– Medicaid	WYOMING – Medicaid
Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427	Website: https://wyequalitycare.acs-inc.com/ Phone: 307-777-7531
VIRGINIA – Medicaid and CHIP	
Medicaid Website: http://www.coverva.org/programs_premium_assistance.cfm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.coverva.org/programs_premium_assistance.cfm CHIP Phone: 1-855-242-8282	

To see if any other states have added a premium assistance program since August 10, 2017, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
 Employee Benefits Security Administration
www.dol.gov/ebsa
 1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
 Centers for Medicare & Medicaid Services
www.cms.hhs.gov
 1-877-267-2323, Menu Option 4, Ext. 61565

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