

PLAN ENDORSEMENT #2010-11 PPACA

Effective Date of Change: _____
(insert first day of plan year on or after September 23, 2010)

All affected wording in the Plan is amended to accommodate the following revised provisions:

*In connection with the terms “**child**” or “**children**” under the Definition of Dependents within the Summary Plan Description, any references to marital status, residential requirements, financial status (i.e., support and maintenance) and student status (Full Time Student status or otherwise) in connection with children are deleted.*

*Any definition of, or reference to, **Lifetime Benefit Maximum** (or “Maximum Lifetime Benefit”, “Lifetime Maximum Benefit” or any similar phrase currently referencing the Plan’s maximum payout provision) is hereby deleted from the Summary Plan Description.*

*Any reference to **Calendar Year Maximum** or **Plan Year Maximum** (or any similar phrase currently referencing the Plan’s maximum payout provision during an annual period) specifically listed in connection with an Essential Health Benefit is hereby deleted from the Summary Plan Description.*

*“**Essential Health Benefits**” are hereby defined in the Summary Plan Description to include the following general categories and the items and services covered within the categories: Ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.*

*The **Pre-Existing Conditions Limitation** in the Summary Plan Description is hereby revised to apply solely to Employees and Dependents 19 years of age and older.*

*The term “**Medical Emergency**” within the Summary Plan Description is deleted and hereby replaced with the following:*

A “**Medical Emergency**” is defined as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in 1) a condition placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; 2) serious impairment to bodily functions; or 3) serious dysfunction of any bodily organ or part.

The term “Emergency Room Services” is added to the Definitions Section of the Summary Plan Description as follows:

“Emergency Room Services” is defined as, with respect to a Medical Emergency, a medical screening examination that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate such Medical Emergency, and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the hospital, to Stabilize the patient.

The term “Stabilize” is added to the Definitions Section of the Summary Plan Description as follows:

“Stabilize” means, with respect to a Medical Emergency, to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility.

The Summary Plan Description is revised to include the following provision:

PROHIBITION ON RESCISSION

The Plan cannot rescind coverage except in the case of fraud or an intentional misrepresentation of a material fact. A rescission is a cancellation or discontinuance of coverage that has retroactive effect, unless it is attributable to a failure to pay timely required premiums or contributions towards the cost of coverage. The Plan must provide 30 calendar days advance notice to an individual before coverage may be rescinded.

To the extent not already added to the Plan, the following provision entitled “One Time Open Enrollment Period Limited to Non-Spousal Dependents Only” has been added to the Eligibility section within the Summary Plan Description:

One Time Open Enrollment Period Limited to Non-Spousal Dependents Only

A thirty (30) day time period has been designated a one-time non-spousal dependent open enrollment period. The dates of this time period are to be determined by your Human Resources Department. During this period, an otherwise eligible but currently non-enrolled non-spousal Dependent may enroll in this Plan, subject to any applicable Pre-Existing Conditions Limitation. An “otherwise eligible but currently non-enrolled non-spousal Dependent” is defined as a child whose coverage ended, or who was denied coverage or not eligible for coverage under the Plan because, under the prior terms of the Plan, the availability of dependent coverage of children ended before the attainment of age 26. During this one-time open enrollment, all benefit options available to similarly situated individuals who did not lose coverage by reason of cessation of dependent status will be available to the non-spousal Dependent. Coverage will become effective on the first day of the Plan Year. See your Human Resources Department for details.

The following provision entitled “One Time Open Enrollment Period For Employees and Dependents Who Previously Reached Their Lifetime Benefit Maximum” has been added to the Eligibility section within the Summary Plan Description:

One Time Open Enrollment Period For Employees and Dependents Who Previously Reached Their Lifetime Benefit Maximum

A thirty (30) day time period has been designated a one-time open enrollment period for Employees and Dependents who previously reached their lifetime benefit maximum. The dates of this time period are to be determined by your Human Resources Department. During this period, Employees and Dependents who reached a lifetime limit under the prior terms of the Plan, and are not currently enrolled in the Plan, may enroll in this Plan, subject to any applicable Pre-Existing Conditions Limitation. During this one-time open enrollment, all benefit options available to similarly situated individuals who did not lose coverage by reason of reaching their lifetime benefit maximum will be available to these Employees and Dependents. Coverage will become effective on the first day of the plan year. See your Human Resources Department for details.

All other provisions of the plan remain unchanged.