

**EOI SERVICE COMPANY, INC.**

**HEALTH REIMBURSEMENT ARRANGEMENT**

**SUMMARY PLAN DESCRIPTION**

January 1, 2014

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PayPro Administrators

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## **INTRODUCTION**

EOI Service Company, Inc. (the "Company") established the EOI Service Company, Inc. Health Reimbursement Arrangement (the "Plan") effective January 1, 2007. This Summary Plan Description describes the Plan as amended and restated effective January 1, 2014.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

## **ELIGIBILITY FOR PARTICIPATION**

### Eligible Employee

You are an "Eligible Employee" if you are eligible to receive benefits from the Aetna IL 3750. However, you are not an Eligible Employee if you are a self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.

You will stop being a participant eligible to receive benefits from the Plan on the date you are no longer an Eligible Employee or the date you terminate employment with the Company.

## **HEALTH REIMBURSEMENT BENEFITS**

### Health Reimbursement Account

When you become eligible to participate in the Plan, the Plan will establish a health reimbursement account in your name. You will be entitled to receive reimbursement from this account for Eligible Expenses incurred by you, your spouse and dependents, if any (Covered Persons). A dependent is generally someone who you may claim as a dependent on your federal tax return and also includes a child who is under the age of 27 through the end of the calendar year. You may receive reimbursement for Eligible Expenses incurred at a time when you are actively participating in the Plan. The amount of reimbursement for Eligible Expenses is limited to the remaining balance in your account.

### Limits on Reimbursement

The annual limits on reimbursement are as follows:

One Covered Person (Participant only): \$2,200

Two Covered Persons (Participant plus one other Covered Person): \$2,200

More than two Covered Persons (Family coverage): \$2,200

The entire amount of the limit specified above will be credited to your account at the beginning of the Plan Year.

Any amounts remaining in your account at the end of the Plan Year that do not exceed \$500 will be carried over to the immediately-following Plan Year. Any amounts remaining in your account at the end of the Plan Year that exceed such amount shall be forfeited. In addition, any balance remaining in your account on the date you terminate employment with the Company will be forfeited after all claims are paid.

### Deductible

The annual Plan deductible is \$Not Applicable.

You must meet the annual deductible above before your Plan will reimburse for Eligible Expenses. Please note that the deductible above is for this plan (the Health Reimbursement Account) and NOT the deductible(s) for Company-sponsored health plan(s).

### Eligible Expenses

During the time you are eligible to participate in the Plan, the Plan will reimburse your deductibles and coinsurance amounts attributable to Covered Persons that you must pay under a Company-sponsored medical plan. The Plan will not reimburse you for the cost of medicines or drugs unless such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin. However, the Plan imposes the following conditions and or limitations on expenses it will reimburse: The plan will reimburse 75% of the deductible under the High Deductible Health Plan, up to a maximum annual benefit amount of \$2,200 per family or individual enrolled on the Aetna Illinois Medical Plan. You will not be reimbursed for any expenses that are (i) not incurred in the Plan Year, (ii) incurred before

or after you are eligible to participate in the Plan, (iii) attributable to a tax deduction you take in a prior taxable year, or (iv) covered, paid or reimbursed from any other source.

#### Coordination with Other Plans

All claims for benefits that are covered by an insurance policy must be made to the insurance company issuing such insurance policy.

#### Limits on Certain Employees

If you are a highly paid employee or an owner of the Company, federal law may impose limits on your eligibility to participate in the Plan and/or the benefits you may receive from the Plan.

### **CLAIMS**

#### Deadlines

You must submit claims for reimbursement within 90 days after the end of the Plan Year. However, if you terminate employment you must submit claims for reimbursement within 90 days after your date of termination.

#### Documentation of Claims

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

### Method and Timing of Payment

To the extent that the Plan Administrator approves a claim, the Company may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

### Where to Submit Claims

All claims must be submitted to PayPro Administrators at 6180 Quail Valley Court, Riverside, CA 92507. The telephone number is 951-656-9273.

### Refunds/Indemnification

You must immediately repay any excess payments/reimbursements. You must reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable under this Plan.

### Beneficiary

If you die, your beneficiaries may submit claims for Eligible Expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose provided that such beneficiary is your spouse or one or more of your dependents. If no beneficiary is specified, the Plan Administrator may pay any amount due to your spouse or, if there is no spouse, to your dependents in equal shares.

### Claim Procedures for Health Benefits

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence

that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

**Timing of Notice of Denied Claim.** The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

**Content of Notice of Denied Claim.** If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA, and (5): (A) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (B) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

**Appeal of Denied Claim.** If a Claimant wishes to appeal the denial of a claim, he shall file an appeal with the Plan Administrator on or before the 180th day after he receives the Plan Administrator's notice that the claim has been wholly or partially denied. The appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. An appeal may also include any comments, statements or documents that

the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator shall:

(1) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;

(2) Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

(3) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

(4) Provide that the health care professional engaged for purposes of a consultation under Subsection (2) shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within 60 days after receipt by the Plan of the Claimant's request for review of an adverse benefit determination. The Claimant shall lose the right to appeal if the appeal is not timely made.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial with a discussion of the decision, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under

section 502(a) of ERISA and to the external appeals process. The determination rendered by the Plan Administrator shall be binding upon all parties.

## **CONTINUATION RIGHTS**

### Military Service

If you serve in the United States Armed Forces and must miss work as a result of such service, you may be eligible to continue to receive benefits with respect to any qualified military service.

### COBRA

Under Federal law, you, your spouse, and your dependents may be entitled to COBRA continuation coverage in certain circumstances. Please see the "COBRA NOTICE" that is attached to the end of this Summary Plan Description for important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The COBRA NOTICE generally explains COBRA continuation coverage and when it may become available to you. The Plan Administrator will inform you of these rights, if any, when you terminate employment.

### FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving benefits.

## **YOUR RIGHTS UNDER ERISA**

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

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

available at the Public Disclosure Room of the Employee Benefits Security Administration if a 5500 is required to be filed by the plan.

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

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

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

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without

charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in 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.

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, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **MISCELLANEOUS**

### Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

### Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. If you or your dependents become ineligible for Medicaid or a state child health program (CHIP) or become eligible for premium assistance under Medicaid or a state child health program (CHIP), you must request enrollment within 60 days. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

#### Women's Health and Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for: All stages of reconstruction of the breast on which the mastectomy was performed; Surgery and reconstruction of the other breast to produce a symmetrical appearance; Prostheses; and Treatment of physical complications of the mastectomy, including lymphedemas.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like more information on WHCRA benefits, call your Plan Administrator at the number provided at the end of this Summary Plan Description.

#### Newborns' And Mothers' Health Protection

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### Loss of Benefit

You may lose all or part of your account if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

### Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

### Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

### Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

### Privacy

The Plan is required under federal law to take sufficient steps to protect any individually identifiable health information to the extent that such information must be kept confidential. The Plan Administrator will provide you with more information about the Plan's privacy practices.

## Creditable Coverage

The Plan Administrator may provide you with a certificate of creditable coverage. To the extent required by federal law, this certificate may help you establish coverage under another group health plan.

### **ADMINISTRATIVE INFORMATION**

1. The Plan Sponsor and Plan Administrator is EOI Service Company, Inc. .  
  
Its address is 1820 E. First St, Suite 400, Santa Ana, California 92705.  
  
Its telephone number is 714-935-0503.  
  
Its Employer Identification Number is 36-3292468.
2. The Plan is a welfare benefit plan which has been designated by the sponsor as its plan number 505.
3. The Plan's designated agent for service of legal process is the chief officer of the entity named in paragraph 1. Any legal papers should be delivered to him or her at the address listed in paragraph 1. However, service may also be made upon the Plan Administrator.
4. The Company's fiscal year and the plan year end on December 31.

## COBRA NOTICE

### Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**You may have 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.

### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your hours of employment are reduced, or

Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your spouse dies;

Your spouse's hours of employment are reduced;

Your spouse's employment ends for any reason other than his or her gross misconduct;

Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or

You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

The parent-employee dies;

The parent-employee's hours of employment are reduced;

The parent-employee's employment ends for any reason other than his or her gross misconduct;

The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);

The parents become divorced or legally separated; or

The child stops being eligible for coverage under the plan as a "dependent child."

#### **When is COBRA Continuation Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

The end of employment or reduction of hours of employment; Death of the employee; The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to EOI Service Company, Inc. at 1820 E. First Street, Suite 400, Santa Ana, CA 92705. The telephone number is 714-935-0503.**

#### **How is COBRA Continuation Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### **Disability extension of 18-month period of COBRA continuation coverage**

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

#### **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

**Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).**

#### **If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

#### **Keep Your Plan Informed of Address Changes**

**To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.**

**Plan Contact Information**

**EOI Service Company, Inc.  
1820 E. First Street, Suite 400, Santa Ana, CA 92705  
714-935-0503**

**V-3.00**

## INTEGRATION ADDENDUM

This addendum to the Plan is adopted to reflect "FAQs about Affordable Care Act Implementation Part XI," IRS Notice 2013-54, the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act (collectively, the Affordable Care Act). This addendum is intended as good faith compliance with the requirements of the Affordable Care Act and is to be construed in accordance with same. This addendum shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this addendum and the Affordable Care Act.

*NOTE: This addendum shall not modify the Plan with respect to former employees unless specifically noted below.*

### 1. Other Company Group Health Plan

- a. The Company offers the following group health plan: Aetna Illinois (the "Company-sponsored Group Health Plan"). The Company-sponsored Group Health Plan does not consist solely of excepted benefits.
- b. Does the Company-sponsored Group Health Plan offer minimum value? (choose one)
  - i.  Yes, the Company-sponsored Group Health Plan provides minimum value.
  - ii.  No, the Company-sponsored Group Health Plan does not provide minimum value.

*NOTE: "Minimum value" means minimum value as defined in Code section 36B(c)(2)(C)(ii) and any superseding guidance (generally means the Company-sponsored Group Health Plan covers at least 60% of total costs).*

### 2. Eligible Employee and Enrollment

- a. An Employee is eligible to participate in the Plan if enrolled in (choose one)
  - i.  the Company-sponsored Group Health Plan
  - ii.  a group health plan that offers minimum value
  - iii.  a group health plan even if that plan does not offer minimum value
- b.  The following modifications apply to **2a**: Those enrolled in the Aetna Illinois Plan are eligible for the HRA plan\_
- c. An Eligible Employee will enter the plan and become a Participant in this Plan at the same time as the Company-sponsored Group Health Plan.  
 The following modifications apply: \_\_\_\_\_
- d. An Eligible Employee (or former employee) may opt out of the HRA during the same enrollment periods as the Company-sponsored Group Health Plan (choose at least one)
  - i.  on an annual basis
  - ii.  permanently and waive all future reimbursements from the HRA

*NOTE: 2a-d of this Amendment replaces and supersedes B.1-13 of the Adoption Agreement.*

*NOTE: 2a.ii and 2a.iii would allow the other group health plan to be offered by a different employer (such as the employee's spouse's employer).*

*NOTE: Eligibility to participate in the Plan if enrolled in a group health plan that offers minimum value (2a.ii) should generally only be selected if the Company-sponsored Group Health Plan provides minimum value (1b.i is selected).*

*NOTE: 2b must comply with the Affordable Care Act.*

*NOTE: If a change in group health plan coverage results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of the effective date of such coverage change unless the Participant is a former employee eligible for former employee benefits.*

***NOTE:** The Plan Administrator may establish deadlines and administrative procedures for opt outs. If an Eligible Employee opts out of the Plan on an annual basis, the Eligible Employee may not enter the HRA until the next Plan Year.*

**3. Eligible Expenses**

Coverage under the Plan for Covered Persons is available for the following Eligible Expenses:

- a.  **All allowable medical expenses.** All medical expenses that are excludable from income under Code section 105(b).
- b.  **Selected expenses.** Choose one or more options below.
  - i.  Health plan deductibles. Only health plan deductible amounts that are otherwise payable by the Participant under a group health plan covering the Participant.
  - ii.  Health plan coinsurance. Only health plan coinsurance/copay amounts that are otherwise payable by the Participant under a group health plan covering the Participant.
  - iii.  Group health plan premiums
  - iv.  Non-pediatric dental benefits
  - v.  Non-pediatric vision benefits
- c.  There are other modifications/exclusions to the definition of Eligible Expenses: \_\_\_\_\_

***NOTE:** 3a-c of this Amendment replaces and supersedes C.1a-c of the Adoption Agreement.*

***NOTE:** 3a may only be selected if the group health plan offered by the Company provides minimum value (1b.i is selected).*

***NOTE:** 3a may not be selected if employees are eligible to participate in this Plan when enrolled in a group health plan that plan does not offer minimum value (2a.iii is selected).*

***NOTE:** The modifications listed in 3c may not be inconsistent with expenses that are excludable from income under Code section 105(b) and the Affordable Care Act.*

## SPD MODIFICATIONS FOR THE INTEGRATION ADDENDUM

### Eligible Employee

You are an "Eligible Employee" if you are enrolled in the Company health plan Aetna Illinois health plan

### Date of Participation

You will become a Participant eligible to receive benefits from the Plan upon your enrollment in the Aetna Illinois health plan

### Opt Out/Dis-enrollment

You may elect to opt out of Participation in this Plan on an annual basis. Any election to opt out must be returned to the Plan Administrator by the date specified on the form.

If a change in group health plan coverage results in you no longer qualifying as an Eligible Employee for this Plan, your participation in this plan will cease as of the effective date of such coverage change.

### Eligible Expenses

The Plan will reimburse the following expenses:

- \* Health plan deductibles. Only health plan deductible amounts that are otherwise payable by the Participant under a group health plan covering the Participant.
- \* Health plan coinsurance. Only health plan coinsurance/copay amounts that are otherwise payable by the Participant under a group health plan covering the Participant.

Dollar limits on reimbursements and other limitations on reimbursements described in the Summary Plan Description continue to apply.

\_\_\_\_\_  
WAIVER OF PARTICIPATION

This form must be returned no later than \_\_\_\_\_

The \_\_\_\_\_ (the "Plan") provides that a Plan participant may [irrevocably] waive participation in the Plan.

I hereby waive participation in the Plan.

[ ] For the \_\_\_\_\_ Plan Year

In making this waiver I understand and represent that:

1. I am giving up a valuable benefit.
2. My waiver of this benefit is irrevocable. Even if I change my mind I will not be allowed to participate in the Plan [at any time during the \_\_\_\_\_ Plan Year].
3. I am making this waiver before I first become eligible under the Plan.
4. I have been given ample time to read and consider this waiver.
5. I am giving this waiver freely and no one has pressured me into signing the waiver.

Dated \_\_\_\_\_, 2015.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Print Participant Name