

**City of Claremont
Summary Plan Description
For The Flexible Benefit Plan**

This Document is Effective: July 1, 2018

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**City of Claremont
Flexible Benefit Plan**

SUMMARY PLAN DESCRIPTION

GENERAL INFORMATION ABOUT THE PLAN

City of Claremont (the “Employer”) is pleased to sponsor an employee benefit program known as the **City of Claremont Flexible Benefit Plan** (the “Plan”) for you and your fellow employees. It is so-called because it lets you choose from several different benefit programs (which we refer to herein as “Benefit Options”) according to your individual needs, and allows you to reduce your pay before taxes (“Pre-tax Contributions”) to pay for the Benefits Options that you choose by entering into a salary reduction agreement with your Employer (NOTE: Some state taxes may continue to apply). This Plan helps you because the Benefit Options you elect are nontaxable (i.e., you save social security and income taxes on the amount of your salary reduction). Alternatively, you may choose to pay for any of the available benefits with after-tax payroll deductions to the extent set forth in your enrollment materials.

The Flexible Benefit Plan is summarized in this document. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary. For example, you can find the identity of the Third Party Administrator, the Employer, and the Plan Administrator in the Plan Information Summary as well as the Plan Number and any applicable contact information. The Flexible Benefit Plan summary and the attached Appendices constitute the Summary Plan Description for the **City of Claremont Flexible Benefit Plan**. The SPD (collectively, the Summary Plan Description or “SPD”) describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. The Plan is also established pursuant to a plan document into which the SPD has been incorporated. However, if there is a conflict between the official plan document and the SPD, the plan document will govern. Certain terms in this Summary are capitalized. Capitalized terms reflect important terms that are specifically defined in this Summary or in the Plan Document into which this Summary is incorporated. You should pay special attention to these terms as they play an important role in defining your rights and responsibilities under this Plan.

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. If you have any questions regarding your rights and responsibilities under the Plan, you may also contact the Plan Administrator (who is identified in the Plan Information Summary).

FLEXIBLE BENEFIT PLAN COMPONENT SUMMARY

Q-1. What is the purpose of the Flexible Benefit Plan?

The purpose of the Flexible Benefit Plan is to allow eligible employees to pay for certain benefit plans (Benefit Plan Options) with pre-tax dollars ("Pre-tax Contributions"). The Benefit Plan Options to which you may contribute with Pre-tax Contributions under this Flexible Benefit Plan are described in the Plan Information Summary. Pre-tax Contributions are described in more detail below.

Q-2. Who can participate in the Flexible Benefit Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who (i) satisfies the Flexible Benefit Plan Eligibility Requirements and (ii) is also eligible to participate in any of the Benefit Plan Options will be eligible to participate in this Flexible Benefit Plan. If you meet these requirements, you may become a Participant on the Flexible Benefit Plan Eligibility Date. The Flexible Benefit Plan Eligibility Requirements and Eligibility Date are described in the Plan Information Summary. Those employees who actually participate in the Flexible Benefit Plan are called "Participants". (See below for instructions on how to become a Participant.)

You may use this Plan to pay for Benefit Plan Options covering yourself, your Spouse (as defined under the Code), and your dependents as defined in Code Section 152 (and as modified by Code Section 105(b) with respect to accident and health coverage offered through this Plan).

The terms of eligibility of this Flexible Benefit Plan do not override the terms of eligibility of each of the Benefit Plan Options. In other words, if you are eligible to participate in this Flexible Benefit Plan, it does not necessarily mean you are eligible to participate in the Benefit Plan Options. For details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Plan Options, please refer to the plan summary for each Benefit Plan Option. If you do not have a summary for a Benefit Plan Option, you should contact the Plan Administrator for information on how to obtain a copy.

Q-3. When does my participation in the Flexible Benefit Plan end?

Your coverage under the Flexible Benefit Plan ends on the earliest of the following to occur:

- The date that you make an election not to participate in accordance with this Flexible Benefit Plan Summary;
- The date that you no longer satisfy the Eligibility Requirements of this Flexible Benefit Plan or all of the Benefit Plan Options;
- The date that you terminate employment with the Employer; or
- The date that the Flexible Benefit Plan is either terminated or amended to exclude you or the class of employees of which you are a member.

If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Flexible Benefit Plan will automatically cease, and you will not be able to make any more Pre-tax Contributions under the Flexible Benefit Plan except as otherwise provided pursuant to Employer policy or individual arrangement (e.g., a severance arrangement where the former employee is permitted to continue paying for a Benefit Plan Option out of severance pay on a pre-tax basis). If you are rehired within the same Plan Year and are eligible for the Flexible Benefit Plan (or you become eligible again), you may make new elections if you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility (subject to any limitations imposed by

the Benefit Plan Option(s)). If you are rehired or again become eligible within 30 days or less of your termination date, your Flexible Benefit Plan elections that were in effect when you terminated employment or stopped being eligible will be reinstated and remain in effect for the remainder of the Plan Year (unless you are allowed to change your election in accordance with the terms of the Plan).

Q-4. How do I become a participant?

If you have otherwise satisfied the Flexible Benefit Plan's eligibility requirements, you become a Participant by signing an individual Salary Reduction Agreement (sometimes referred to as an "Election Form") on which you agree to pay your share of the Benefit Plan Options that you choose with Pre-tax Contributions. You will be provided with a Salary Reduction Agreement on or before your Flexible Benefit Plan Eligibility Date. You must complete the form and submit it to the Plan Administrator or the Third Party Administrator (per the instructions provided on or with your Salary Reduction Agreement) during one of the election periods described in Q-6 below. You may also enroll during the year if you previously elected not to participate and you experience a change described below that allows you to become a participant during the year. If that occurs, you must complete an election change form during the Election Change Period described in Q-8 below. In no event can you become a Participant in this Flexible Benefit Plan prior to the date you complete and properly submit the Salary Reduction Agreement. The Third Party Administrator is identified in the Plan Information Summary.

In some cases, the Employer may require you to pay your share of the Benefit Plan Option coverage that you elect with Pre-tax Contributions. If that is the case, your election to participate in the Benefit Plan Option(s) will constitute an election under this Flexible Benefit Plan.

You may be required to complete a Salary Reduction Agreement via telephone or voice response technology, electronic communication, or any other method prescribed by the Plan Administrator. In order to utilize a telephone system or other electronic means, you may be required to sign an authorization form authorizing issuance of personal identification number ("PIN") and allowing such PIN to serve as your electronic signature when utilizing the telephone system or electronic means. The Plan Administrator and all parties involved with Plan administration will be entitled to rely on your directions through use of the PIN as if such directions were issued in writing and signed by you.

Q-5. What are tax advantages and disadvantages of participating in the Flexible Benefit Plan?

You save both federal income tax and FICA (Social Security) and state income taxes (to the extent permitted by applicable state law) by participating in the Plan. Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

Q-6. What are the election periods for entering the Flexible Benefit Plan?

The Flexible Benefit Plan basically has three election periods: (i) the "Initial Election Period," (ii) the "Annual Election Period," and (iii) the "Election Change Period", which is the period following the date you have a Change in Status Event (described below). The following is a summary of the Initial Election Period and the Annual Election Period.

6a. What is the Initial Election Period?

The Initial Election Period is the period following the date that you first satisfy the Eligibility Requirements. The enrollment material provided to you by the Employer (or its designee) will identify the Initial Election Period. If you make a Pre-tax Contribution election during the Initial Election Period, your Pre-tax Contributions begin as of the first pay period coinciding with or next following the date that your

election is received or the date that you satisfy the Eligibility Requirements, whichever is later. Generally, the Pre-tax Contributions will only relate to Benefit Option coverage provided on and after the election is received (i.e. the election is prospectively effective); however, if you are eligible for Benefit Option coverage on the date of hire and you are provided no more than 30 days to make your election during the Initial Election Period, then the Pre-tax Contributions may relate to the coverage beginning on and after the date of hire (i.e. the election is retroactively effective). Regardless, the effective date of coverage under the Benefit Options will be effective on the date established in the governing documents of the Benefit Options. NOTE: The election that you make during the Initial Election Period (whether to make Pre-tax Contribution Elections or not) is effective for the remainder of the Plan Year and generally cannot be changed during the Plan Year unless you experience one of the enumerated events and provide proper notice of such event as set forth in Q-8 below.

6b. What is the Annual Election Period?

The Flexible Benefit Plan also has an “Annual Election Period” during which you may enroll if you did not enroll during the Initial Election Period or change your elections for the next Plan Year. The Annual Election Period will be identified in the enrollment material distributed to you prior to the Annual Election Period. The election that you make during the Annual Election Period is effective the first day of the next Plan Year and cannot be changed during the entire Plan Year unless you have a Change in Status Event described below. If you fail to complete, sign and file a Salary Reduction Agreement during the Annual Election Period, you may be deemed to have elected to continue participation in the Flexible Benefit Plan with the same Benefit Plan Option elections that you had on the last day of the Plan Year in which the Annual Election period occurred (adjusted to reflect any increase/decrease in applicable premium/contributions). This is called an “Evergreen Election.” Alternatively, the Plan Administrator may deem you to have elected not to participate in the Flexible Benefit Plan for the next Plan Year if you fail to make an election during the Annual Election Period). The consequences of failing to make an election under this Flexible Benefit Plan during the Annual Election Period are described in the Plan Information Summary.

The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. How is my Benefit Plan Option coverage paid for under this Plan?

You may be required to pay for any Benefit Plan Option coverage that you elect with Pre-tax Contributions. Alternatively, the Employer may allow you to pay your share of the contributions with after-tax contributions. The enrollment material you receive will indicate whether you have to pay with Pre-Tax Contributions or whether you have an option to choose to pay with after-tax contributions.

When you elect to participate both in a Benefit Plan Option and this Flexible Benefit Plan, an amount equal to your share of the annual cost of those Benefit Plan Options that you choose divided by the applicable number of pay periods you have during that Plan Year is deducted from each paycheck after your election date. If you have chosen to use Pre-tax Contributions (or it is a plan requirement), the deduction is made before any applicable federal and/or state taxes are withheld.

An Employer may choose to pay for a share of the cost of the Benefit Plan Options you choose with Nonelective Employer Contributions. The amount of Nonelective Employer Contributions that is applied by the Employer towards the cost of the Benefit Plan Option(s) for each Participant and/or level of coverage is subject to the sole discretion of the Employer and it may be adjusted upward or downward in the Employer’s sole discretion. The Nonelective Employer Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your dependent status, commencement or termination date of your employment during the Plan Year, and such other

factors that the Employer deems relevant. In no event will any Nonelective Contribution be disbursed to you in the form of additional, taxable compensation except as otherwise provided in the enrollment material or in the Plan Information Summary.

The Employer may provide you with employer contributions over which you have discretion to choose how to apply to the various Benefit Plan Options available under the Flexible Benefit Plan. These elective employer contributions are called “Flexible Credits” or “Benefit Credits”. The Flexible or Benefit Credit amounts provided by the Employer, if any, and any restrictions on their use, will be set forth in the enrollment material.

Q-8. Under what circumstances can I change my election during the Plan Year?

Generally, you cannot change your election under this Flexible Benefit Plan during the Plan Year. There are, however, a few exceptions. First, your election will automatically terminate if you terminate employment or lose eligibility under this Flexible Benefit Plan or under all of the Benefit Plan Options that you have chosen.

Second, you may voluntarily change your election during the Plan Year if you satisfy the following conditions (prescribed by federal law):

- You experience a “Change in Status Event” that affects your eligibility under this Flexible Benefit Plan and/or a Benefit Plan Option; or
- You experience a significant cost or coverage change; and
- You complete and submit a written Election Change Form within the Election Change period described in the Plan Information Summary.

Change in Status Events and Cost or Coverage Changes recognized by this Flexible Benefit Plan, and the rules surrounding election changes in the event you experience a Change in Status Event or Cost or Coverage Change are described in the Election Change Appendix attached to this SPD.

Third, an election under this Flexible Benefit Plan may be modified downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Flexible Benefit Plan from becoming discriminatory within the meaning of the applicable federal income tax law.

If coverage under a Benefit Plan Option ends, the corresponding Pre-tax contributions will automatically end. No election is needed to stop that contribution.

Q 9. What happens to my participation under the Flexible Benefit Plan if I take a leave of absence?

The following is a general summary of the rules regarding participation in the Flexible Benefit Plan (and the Benefit Plan Options) during a leave of absence. The specific election changes that you can make under this Flexible Benefit Plan following a leave of absence are described in the Election Change Appendix and the rules regarding coverage under the Benefit Plan Options during a leave of absence will be described in the Benefit Plan Option summaries. If there is a conflict between the Election Change Appendix/Benefit Plan Option Summaries and this Q-9, the Election Change Appendix or Benefit Plan Option summary, whichever is applicable, controls.

- If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), the Employer will continue to maintain your Benefit Plan Options that provide health coverage on the same terms and conditions as though you were still active to the extent required by FMLA (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).
- Your Employer may elect to continue all health coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).
- In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution in one of the following ways:
 - With after-tax dollars while you are on leave,
 - You may pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you. However, pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year.
 - By other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave).
 - The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence and will be applied uniformly to all Participants. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator. The Election Change Appendix will let you know whether you are able to drop your coverage or whether you are required to continue coverage during the leave.
- If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Flexible Benefit Plan and the Benefit Plan Option upon return from such leave on the same basis as you were participating in the plans prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Plan Options providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.
- The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and the Employer.
- If you are commencing or returning from unpaid FMLA leave, your election under this Flexible Benefit Plan for Benefit Plan Options providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Plan Options are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.
- If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Flexible Benefit Plan or a Benefit Plan Option offered under this Flexible Benefit Plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Flexible Benefit Plan or a Benefit Plan Option, the

election change rules described above will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-10. How long will the Flexible Benefit Plan remain in effect?

Although the Employer expects to maintain the Flexible Benefit Plan indefinitely, it has the right to modify or terminate the Flexible Benefit Plan at any time and for any reason. Plan amendments and terminations will be conducted in accordance with the terms of the Plan Document.

PLAN INFORMATION SUMMARY

This Appendix provides information specific to the **City of Claremont** Flexible Benefit Plan. The Effective Date of this Plan Information Summary is July 1, 2018. This Plan Information Summary replaces and supersedes any other Plan Information Summary with an earlier effective date.

I. EMPLOYER/PLAN SPONSOR/THIRD PARTY ADMINISTRATOR INFORMATION

1. Name, address, and telephone number of the Employer/Plan Sponsor:	City of Claremont 58 Opera House Square Claremont, NH 03743 (603)504-0298
2. Name, address, and telephone number of the Plan Administrator: (The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan.)	City of Claremont 58 Opera House Square Claremont, NH 03743 (603)504-0298
3. Employer's federal tax identification number:	02-6000154
4. Plan Number:	501
5. Effective Date of the Plan (This is the date that the Plan was first established.)	July 1, 2001
6. Effective Date of this SPD (Note: This is the most recent date of the SPD other than the Plan Information Summary and the Appendices.)	July 1, 2018
7. This Short Plan Year: Subsequent Plan Years:	July 1, 2018 through December 31, 2018 January 1 through December 31
8. Adopting Employers participating in the Plan:	None
9. Third Party Administrator	Group Dynamic, Inc. 411 US Route One Falmouth, ME 04105 (207)781-8800

II. FLEXIBLE BENEFIT PLAN INFORMATION

(a) **Eligibility Requirements and Eligibility Date:** Each Employee who works 30 hours per week and who is eligible for coverage or participation under any of the Benefit Plan Options ("Flexible Benefit Plan Eligibility Requirements") will be eligible to participate in this Plan as follows: Health Insurance, on the first day of the month following date of employment; Dental Insurance, on the first day of the month following 60 days of employment ("Flexible Benefit Plan Eligibility Date").

The Employee's commencement of participation in the Plan is conditioned on the Employee properly completing and submitting a Salary Reduction Agreement as summarized in this SPD. Eligibility for

coverage under any given Benefit Plan Option shall be determined not by this Plan but by the terms of that Benefit Plan Option.

(b) Annual Election Rules: With respect to Benefit Plan Option elections, failure to make an election during the Annual Election Period will result in the one of following deemed election(s):

The employee will be deemed to have elected not to participate during the subsequent plan year. Coverage under the Benefit Plan Options offered under the Plan will end the last day of the Plan Year made.

The employee will be deemed to have elected to continue his or her Benefit Plan Option elections in effect as of the end of the Plan Year in which the Annual Election Period took place. This is called an “Evergreen election”.

(c) Change of Election Period: If you experience a Change in Status Event or Cost or Coverage Change as described in the Flexible Benefit Plan Summary and in the Election Change Appendix, you may make the permitted election changes described in the Election Change Appendix if you complete and submit an election change form **within 30 days** after the date of the event (except such longer period set forth in the Election Change Appendix. If you are participating in an insured arrangement that provides a longer election change period, the election change period described in the insurance policy will apply.

(d) Benefit Plan Options: The Employer elects to offer to eligible Employees the following Benefit Plan Option(s) subject to the terms and conditions of the Plan and the terms and conditions of the Benefit Plan Options. These Benefit Plan Option(s) are specifically incorporated herein by reference. The maximum Pre-tax Contribution a Participant can contribute via the Salary Reduction Agreement is the aggregate cost of the applicable Benefit Plan Options selected reduced by any Nonelective Contributions made by the Employer. It is intended that such Pre-tax Contribution amounts will, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes.

The following Benefit Plan Options are made available under the Plan to all those eligible Employees who make an appropriate election: **Health and Dental Insurance.**

APPENDIX I

ELECTION CHANGE APPENDIX

The Effective Date of this Appendix I is July 1, 2018. It should replace and supersede any other Appendix I with an earlier date.

The following is a summary of the election changes that are permitted under this Plan. Also, election changes that are permitted under this Plan may not be permitted under the Benefit Plan Option (e.g., the insurance carrier may not allow a change). If a change is not permitted under a Benefit Plan Option, no election change is permitted under the Plan. Likewise, a Benefit Plan Option may allow an election change that is not permitted by this Plan. In that case, your pre-tax reduction may not be changed even though a coverage change is permitted.

First, read the following description of the general rules established by the IRS regarding election changes. Then, you should look to the following to determine under what circumstances you are permitted to make an election under this Plan and the scope of the changes you may make.

1. Change in Status. Election changes may be allowed if a Participant or a Participant's Spouse or Dependent experiences one of the following Change in Status Events: (i) change in legal marital status; (ii) change in the number of the participant's dependents (such as birth, death, adoption); (iii) change in the participant's or eligible dependent's employment status such as commencing employment, termination of employment, change in employment status (such as part-time to full-time) and commencement or return from a leave of absence. The election change must be on account of and correspond with the Change in Status Event as determined by the Plan Administrator (or its designated Third Party Administrator). With the exception of enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective (generally the first of the month following the date you make a new election with the Third Party Administrator but it may be earlier depending on the Employer's internal policies or procedures). As a general rule, a desired election change will only be found to be consistent with a Change in Status Event if the Change in Status affects eligibility for coverage. A Change in Status is also deemed to affect eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the Plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

Loss of Dependent Eligibility: For accident and health benefits (e.g., health, dental and vision coverage), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving a divorce, annulment or legal separation, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, an election to cancel accident or health benefits for any individual other than the Spouse involved in the divorce, annulment, or legal separation, the deceased Spouse or Dependent, or the Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent. Contact the Third Party Administrator for more information.

Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year Flexible Benefit plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect

no health coverage. The divorce between Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-dependent coverage would be consistent with this Change in Status.

Gain of Coverage Eligibility Under Another Employer's Plan: For a Change in Status in which a Participant or his or her Spouse or Dependent gain eligibility for coverage under another employer's Flexible Benefit plan or benefit plan as a result of a change in marital status or a change in the Participant's, the Participant's Spouse's, or the Participant's Dependent's employment status, an election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.

Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plan Options offered under the Plan): For group term life insurance, disability income and accidental death and dismemberment benefits only if a Participant experiences any Change in Status (as described above), an election to either increase or decrease coverage is permitted.

Example: Employee Mike is married to Sharon and they have one child. The employer's plan offers a Flexible Benefit plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects \$10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. Special Enrollment Rights. If a Participant, Participant's Spouse and/or Dependent are entitled to special enrollment rights under a Benefit Option that is a group health plan, an election change to correspond with the special enrollment right is permitted. Thus, for example, if an otherwise eligible employee declined enrollment in medical coverage for the employee or the employee's eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (e.g., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), the employee may be able to elect medical coverage under the Plan for the employee and his or her eligible Dependents who lost such coverage. Furthermore, if an otherwise eligible employee gains a new Dependent as a result of marriage, birth, adoption, or placement for adoption, the employee may also be able to enroll the employee, the employee's Spouse, and the employee's newly acquired Dependent, provided that a request for enrollment is made within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan summary description for an explanation of special enrollment rights. If an unenrolled but otherwise eligible Employee or such Employee's dependent (1) loses coverage under a Medicaid Plan under Title XIX of the Social Security Act or under State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act due to a loss of eligibility for coverage under Medicaid or SCHIP; or (2) becomes eligible for group health plan premium assistance under Medicaid or SCHIP, the Employee is entitled to special enrollment rights under a benefit plan option that is a group health plan and an election change to correspond with the special enrollment right is permitted. However, you must request enrollment within 60 days after your Medicaid or CHIP coverage is terminated due to a loss of eligibility or you become eligible for premium assistance subsidy, as applicable. Please refer to the group health plan summary description for an explanation of special enrollment rights.

3. Certain Judgments, Decrees and Orders. If a judgment, decree or order from a divorce, separation, annulment or custody change requires a Dependent child (including a foster child who is your tax Dependent) to be covered under this Plan, an election change to provide coverage for the Dependent child identified in the order is permissible. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.

4. Entitlement to Medicare or Medicaid. If a Participant or the Participant's Dependents become entitled to Medicare or Medicaid, an election to cancel that person's accident or health coverage is permitted. Similarly, if a Participant or Participant's Dependents who have been entitled to Medicare or Medicaid loses eligibility for such, you may elect to begin or increase that person's accident or health coverage.

5. Change in Cost. If the cost of a Benefit Plan Option significantly increases, a Participant may choose either to make an increase in contributions, revoke the election and receive coverage under another Benefit Plan Option that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost of a Benefit Plan Option significantly decreases, a Participant who elected to participate in another Benefit Plan Option may revoke the election and elect to receive coverage provided under the Benefit Plan Option that decreased in cost. In addition, otherwise eligible employees who elected not to participate in the Plan may elect to participate in the Benefit Plan Option that decreased in cost. For insignificant increases or decreases in the cost of Benefit Plan Option options, however, Pre-tax Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met.

Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. Change in Coverage. If coverage under a Benefit Plan Option is significantly curtailed, a Participant elect to revoke his or her election and elect coverage under another Benefit Plan Option that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, a Participant may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, a Participant may revoke his or her election and elect to receive, on a prospective basis, coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, a Participant may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, a Participant may change his or her election to add coverage under this Plan for the Participant, the Participant's Spouse or Dependents if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will have final discretion to determine whether the requirements of this section are met.

The following is a chart reflecting the election changes that may be made under the Plan with respect to each Benefit Option. In addition, election changes that are permitted under this Plan are subject to any limitations imposed by the Benefit Options. If an election change is permitted by this Plan but not by the Benefit Option, no election change under this Plan is permitted.

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
I. Change in Status			
A. Change in Employee's Legal Marital Status			
1. Marriage	Employee may enroll or increase election for newly- eligible spouse and dependent children (Note: Under IRS “tag-along” interpretation, new and preexisting dependents may be enrolled); coverage option (e.g., HMO to PPO) change may be made; employee may revoke or decrease employee’s or dependent’s coverage only when such coverage becomes effective or is increased under the spouse’s plan. Also, see HIPAA special enrollment rule below.	Same as previous column (Note: HIPAA special enrollment rights likely do not apply).	Employee may enroll, increase, decrease, or cease coverage even when eligibility is not impacted.
2. Lose spouse (divorce, legal separation, annulment, death of spouse) (See loss of dependent eligibility below for discussion of dependent eligibility loss following divorce, separation, etc.)	Employee may revoke election only for spouse; coverage option (e.g., HMO to PPO) change may be made; employee may elect coverage for self or dependents who lose eligibility under spouse’s plan if such individual loses eligibility as a result of the divorce, legal separation, annulment, or death. (Note: Under IRS “tag-along” interpretation, any dependents may be enrolled so long as at least one dependent has lost coverage under the spouse’s plan.)	Same as previous column (Note: HIPAA special enrollment rights likely do not apply).	Employee may enroll, increase, decrease, or cease coverage even when eligibility is not impacted.
B. Change in the Number of Employee's Dependents			
1. Gain Dependent (birth, adoption)	Employee may enroll or increase coverage for newly-eligible dependent (and any other dependents who were not previously covered under IRS “tag-along” rule); coverage option (e.g., HMO to PPO) change may be made; employee may revoke or decrease employee’s or dependent’s coverage if employee becomes eligible under spouse’s plan. Also, see HIPAA special	Same as previous column (Note: HIPAA special enrollment rights likely do not apply).	Employee may enroll, increase, decrease, or cease coverage even when eligibility is not impacted.

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
	enrollment rule below.		
2. Lose Dependent (death)	Employee may drop coverage only for the dependent who loses eligibility; coverage option (e.g., HMO to PPO) change may be made.	Same as previous column.	Employee may enroll, increase, decrease, or cease coverage even when eligibility is not impacted.
C. Change in Employment Status of Employee, Spouse, or Dependent That Affects Eligibility			
1. Commencement of Employment by Employee, Spouse, or Dependent (or Other Change in Employment Status) That Triggers Eligibility			
a. Commencement of Employment by Employee or Other Change in Employment Status (e.g., PT to FT, hourly to salaried, etc.) Triggering Eligibility Under Component Plan	Provided eligibility was gained for this coverage, employee may add coverage for employee, spouse, or dependents and coverage option (e.g., HMO to PPO) change may be made.	Same as previous column.	Employee may enroll, increase, decrease, or cease coverage even when eligibility is not impacted.
b. Commencement of Employment by Spouse or Dependent or Other Employment Event Triggering Eligibility Under Their Employer's Plan	Employee may revoke or decrease election as to employee's, spouse's, or dependent's coverage if employee, spouse or dependent is added to spouse's or dependent's coverage; coverage option (e.g., HMO to PPO) change may be made.	Same as previous column.	Employee may enroll, increase, decrease or cease coverage even when spouse's or dependent's eligibility is not impacted.
2. Termination of Employment by Employee, Spouse, or Dependent (or Other Change in Employment-Status) That Causes Loss of Eligibility			
a. Termination of Employee's Employment or Other Change in Employment Status (e.g., unpaid leave, FT to PT, strike, salaried to hourly, etc.) Resulting in a Loss of Eligibility	Employee may revoke or decrease election for employee, spouse or dependents who lose eligibility under the plan. In addition, other previously eligible dependents may also be enrolled under "tag-along" rule. Coverage option (HMO to PPO) change may be made.	Same as previous column.	Employee may enroll, increase, decrease or cease coverage even when eligibility is not affected.
i. Termination and Rehire Within 30 Days	Prior elections at termination are reinstated unless another event has occurred that allows a change (as an alternative, employer may prohibit participation until next plan year).	Same as previous column.	Same as previous column.
ii. Termination and Rehire After 30 Days	Employee may make new elections.	Same as previous column.	Same as previous column.

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
b. Termination of Spouse's or Dependent's Employment (or other change in employment status resulting in a loss of eligibility under their employer's plan)	<p>Employee may enroll or increase election for employee, spouse or dependents who lose eligibility under spouse's or dependent's employer's plan. In addition, other previously eligible dependents may also be enrolled under "tag-along" rule. Coverage option (e.g., HMO to PPO) change may be made; See HIPAA special enrollment rule below.</p>	<p>Same as previous column (Note: HIPAA special enrollment rights likely do not apply).</p>	<p>Employee may enroll, increase, decrease or cease even when eligibility is not affected.</p>
c. Employee's reduction in hours below 30 hours of service per week due to change in employment status without loss of eligibility	<p>Employee may revoke election as to employee's, spouse's, or dependent's coverage if:</p> <ol style="list-style-type: none"> 1. Employee was in an employment status where he was reasonably expected to work at least 30 hours per week and there is a change in the employee's status so that employee will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the employee ceasing to be eligible under the major medical plan; and 2. The revocation of the election of coverage under the major medical plan corresponds to intended enrollment of the employee, spouse, and dependents (as applicable), in another plan that provides minimum essential coverage effective no later than the 1st day of the 2nd month after the month that include the date this coverage is revoked. 	<p>No change permitted.</p>	<p>No change permitted.</p>

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
D. Event Causing Employee's Dependent to Satisfy or Cease to Satisfy Eligibility Requirements (Also see discussion of gain/loss of eligibility under dependent or spouse's employer's plan)			
1. Event by Which Dependent Satisfies Eligibility Requirements Under Employer's Plan (attaining a specified age, becoming single, becoming a student, etc.)	Employee may enroll or increase election for affected dependent. In addition, employee may apparently add previously eligible (but not enrolled) dependents under "tag-along" rule; coverage option (e.g., HMO to PPO) change may be made.	Same as previous column.	Employee may enroll, increase, decrease or cease even when eligibility is not affected.
2. Event by Which Dependent Ceases to Satisfy Eligibility Requirements Under Employer's Plan (attaining a specified age, getting married, ceasing to be a student, etc.)	Employee may decrease or revoke election only for affected dependent. Coverage option (e.g., HMO to PPO) change may be made.	Same as previous column.	Employee may enroll, increase, decrease or cease coverage even when eligibility is not affected.
E. Change in Place of Residence of Employee, Spouse, or Dependent			
1. Move Triggers Eligibility	Employee may enroll or increase election for newly eligible employee, spouse, or dependent. Also, other previously eligible dependents may be re-enrolled under "tag-along" rule; coverage option (e.g., HMO to PPO) change may be made.	Same as previous column.	Employee may increase or decrease even if spouse's or dependent's eligibility is not affected.
2. Move Causes Loss of Eligibility (e.g., employee or dependent moves outside HMO service area)	Employee may revoke election or make new election if the change in residence affects the employee's, spouse's or dependent's eligibility for coverage option.	Same as previous column.	Employee may enroll, increase, decrease or cease even when eligibility is not affected.
II. Cost Changes With Automatic Increase/Decrease in Elective Contributions			
Cost Changes With Automatic Increase/Decrease in Elective Contributions (including employer motivated changes and changes in employee contribution rates)	Plan may automatically increase or decrease (on a reasonable and consistent basis) affected employees' elective contributions under the plan, so long as the terms of the plan require employees to make such corresponding changes.	Same as previous column.	Same as Major Medical column.

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
III. Significant Cost Changes			
Significant Cost Changes	<p>Significant Cost Increase: Affected employee may increase election correspondingly OR revoke election and elect coverage under another benefit package option providing similar coverage. If no option providing similar coverage is available, employee may revoke election.</p> <p>Significant Cost Decrease: Employees may elect coverage (even if had not participated before) with decreased cost, and may drop election for similar coverage option.</p> <p>Though unclear, it appears that tag-along concepts may apply.</p>	Same as previous column.	Same as Major Medical column.
IV. Significant Coverage Curtailment (With or Without Loss of Coverage)			
Significant Coverage Curtailment (With or Without Loss of Coverage)	<p>Without Loss of Coverage: Affected participant may revoke election for curtailed coverage and make new prospective election for coverage under another benefit package option which provides similar coverage.</p>	Same as previous column.	Same as Major Medical column.
	<p>With Loss of Coverage: Affected participant may revoke election for curtailed coverage and make new prospective election for coverage under another benefit package option which provides similar coverage OR drop coverage if no similar benefit package option is available.</p>	Same as previous column.	Same as Major Medical column.
V. Addition or Significant Improvement of Benefit Package Option			
Addition or Significant Improvement of Benefit Package Option	<p>Eligible employees (whether currently participating or not) may revoke their existing election and elect the newly added (or newly improved) option.</p> <p>Though unclear, it appears that tag-along concepts may apply.</p>	Same as previous column.	Same as previous column.

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
VI. Change in Coverage Under Other Employer's Flexible Benefit Plan or Qualified Benefits Plan			
<p>Change in Coverage Under Other Employer's Flexible Benefit Plan or Qualified Benefits Plan (In order for election changes to be permitted under this exception, the election change must be on account of and correspond with the change in coverage under the other employer's Flexible Benefit plan or qualified benefits plan. In addition, either (1) the plan of the other employer must permit elections specified under the Regulations and an election must actually be made under such plan; or (2) the employee's Flexible Benefit plan must permit elections for a period of coverage different from that under the other employer plan ("Election Lock" rule).</p>	<p>Employee may decrease or revoke election for employee, spouse or dependents if employee, spouse, or dependents have elected or received corresponding increased coverage under other employer plan.</p>	<p>Same as previous column.</p>	<p>Same as previous column.</p>
A. Other Employer's Plan Increases Coverage	<p>Employee may decrease or revoke election for employee, spouse, or dependents if employee, spouse, or dependents have elected or received corresponding increased coverage under other employer's plan.</p>	<p>Same as previous column.</p>	<p>Same as previous column.</p>
B. Other Employer's Plan Decreases or Ceases Coverage	<p>Employee may enroll or increase election for employee, spouse, or dependents if employee, spouse, or dependents have elected or received corresponding decreased coverage under other employer's plan.</p>	<p>Same as previous column.</p>	<p>Same as previous column.</p>
C. Open Enrollment Under Plan of Other Employer	<p>Corresponding changes can be made under employer's plan.</p>	<p>Corresponding changes can be made under employer's plan.</p>	<p>Corresponding changes can be made under employer's plan.</p>

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
VII. FMLA Leave (Employees can fund this coverage by (1) pre-paying their contribution obligations on a pre-tax basis (so long as the leave does not straddle two plan years); (2) making contributions on a month-by-month basis (pre-tax if they are receiving salary continuation payments); or (3) catching up on their contributions upon returning from the leave.)			
A. Employee's Commencement of FMLA Leave	Employee can make same elections as employee on non-FMLA leave. An employer must allow an employee on unpaid FMLA leave either to revoke coverage or to continue coverage but allow employee to discontinue payment of his or her share of the contribution during the leave (the employer may recover the employee's share of contributions when the employee returns to work). FMLA also allows an employer to require that employees on paid FMLA leave continue coverage if employees on non-FMLA paid leave are required to continue coverage.	Same as previous column.	Same as previous column.
B. Employee's Return from FMLA Leave	Employee may make a new election if coverage terminated while on FMLA leave. In addition, an employer may require an employee to be reinstated in his or her election upon return from leave if employees who return from a non-FMLA paid leave are required to be reinstated in their elections.	Same as previous column.	Same as previous column.
VIII. HIPAA Special Enrollment Rights (See related exception for addition of new dependents)			
A. Special Enrollment for Loss of Other Health Coverage	Employee may elect coverage for employee, spouse, or dependent who has lost other coverage (COBRA coverage exhausted or terminated, no longer eligible for non-COBRA coverage or employer contributions for non-COBRA coverage terminated, etc.) Though unclear, it appears that tag-along concepts may apply.	No change permitted, unless plan is subject to HIPAA.	No change permitted.
B. Special Enrollment for Acquisition of New Dependent by Birth, Marriage,	Employee may elect coverage for employee, spouse, or dependent.	No change permitted, unless plan is subject to HIPAA.	No change permitted.

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
<p>Adoption, or Placement for Adoption (If newborn or newly adopted child is enrolled under HIPAA’s special rules, child’s coverage may be retroactive to date of birth, adoption, or placement for adoption; employee may change salary reduction election to pay for extra cost of child’s coverage retroactive to date of birth, adoption, or placement for adoption. For marriage, coverage is effective prospectively.</p>	<p>Example provides that election of coverage may also extend to previously eligible (but not yet enrolled) dependents.</p>		
<p>C. Special Enrollment for Loss of Medicaid or SCHIP Coverage (applies beginning April 1, 2009). Note: There is a 60-day special enrollment period for this event.</p>	<p>Employee may elect coverage for employee or dependent who has lost Medicaid or SCHIP coverage.</p>	<p>Same as previous column if plan is subject to HIPAA portability rules</p>	<p>No change permitted</p>
<p>D. Special Enrollment Due to Eligibility for State Premium Assistance Subsidy From Medicaid or SCHIP (applies beginning April 1, 2009). Note: There is a 60-day special enrollment period for this event.</p>	<p>Employee may elect coverage for employee or dependent who has become eligible for premium assistance subsidy from Medicaid or SCHIP</p>	<p>Same as previous column if plan is subject to HIPAA portability rules</p>	<p>No change permitted</p>
<p>E. Special Enrollment Period or annual enrollment period in Qualified Health Plan on Marketplace (a.k.a., “Exchange”)</p>	<p>Employee may revoke election as to employee’s, spouse’s, or dependent’s coverage if:</p> <ol style="list-style-type: none"> 1. Employee is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the employee seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace’s annual open enrollment period; and 2. The revocation of the election under 	<p>No change permitted.</p>	<p>No change permitted.</p>

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
	the group health plan corresponds to the intended enrollment of the employee, spouse, and dependents for whom coverage is revoked in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of group health plan coverage.		
IX. COBRA Events			
COBRA Events	Employee may increase pre-tax contributions under employer's plan for coverage if COBRA event (or similar state law continuation coverage event) occurs with respect to the employee, spouse, or dependents with respect to which the COBRA qualifying event occurred (such as a loss of eligibility for regular coverage due to loss of dependent status or a reduction in hours, etc.) and if applicable, the individual still qualifies as a tax dependent of employee.	Same as previous column.	No change permitted.
X. Judgment, Decree, or Order			
A. Order That Requires Coverage for the Child Under Employee's Plan	Employee may change election to provide coverage for the child. Though unclear, it appears that tag-along concepts may apply.	Same as previous column.	No change permitted.
B. Order That Requires Spouse, Former Spouse, or Other Individual to Provide Coverage for the Child	Employee may change election to cancel coverage for the child.	Same as previous column.	No change permitted.

Event	Major Medical	Dental and Vision	Employee Group Life, AD&D and Disability Coverage
XI. Medicare or Medicaid			
A. Employee, Spouse, or Dependent Enrolled in Employer’s Accident or Health Plan Becomes Entitled to Medicare or Medicaid (other than coverage solely for pediatric vaccines)	Employee may elect to cancel or reduce coverage for employee, spouse, or dependent, as applicable.	Unlikely that employee can elect to drop dental or vision coverage; presumably, employee must retain coverage.	No change permitted.
B. Employee, Spouse, or Dependent Loses Eligibility for Medicare or Medicaid (other than coverage solely for pediatric vaccines)	Employee may elect to commence or increase coverage for employee, spouse, or dependent, as applicable. Though unclear, it appears that tag-along concepts may apply.	Unlikely that employee can elect to add dental or vision coverage; presumably, employee cannot.	No change permitted.