



## **2021 Plan Document and Summary Plan Description**

### **Scripps Cardiovascular and Thoracic Surgery Group Vision Plan**

**Effective January 1, 2021**

# Introduction

This booklet is the Plan Document and Summary Plan Description (SPD) of the Scripps Cardiovascular and Thoracic Surgery Group Vision Plan. Please review this booklet thoroughly. It is important that you understand the Plan and services it will and will not cover.

This Plan Document and Summary Plan Description sets forth the Plan's services and procedures. The information in this booklet is effective January 1, 2021. From time to time, it may be necessary to amend portions of this booklet. Amendments are formal changes to the Plan and must be taken into consideration when the time comes to use your benefits. If an amendment to the Plan is made, you will be notified in writing.

This Plan Document and Summary Plan Description is available on [MyScrippsHR.org](http://MyScrippsHR.org), [Scripps.org/HRBenefits](http://Scripps.org/HRBenefits) and at [www.MyScrippsHealthPlan.com](http://www.MyScrippsHealthPlan.com).

Sincerely,

Scripps Cardiovascular and Thoracic Surgery Group

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# General Information

## ***Who is eligible?***

### **Employees**

As a Scripps employee, you are eligible to participate in the Plan if you meet one of the following conditions:

- You are a regular (non-temporary) full-time employee classified as .75 FTE and above; or
- You are a regular (non-temporary) part-time employee classified as .5 to .74 FTE.
- Per Affordable Care Act (ACA) regulations, any Scripps Cardiovascular and Thoracic Surgery Group employee that worked an average of 30 hours per week between the period ending with the last pay period in October of the preceding calendar year and beginning with the first pay period in November of the calendar year preceding that, will qualify for full time dental insurance in the next calendar year. Employees hired after November 1st of the preceding calendar year will be assessed based upon hire date.

*Part-time non-benefit eligible, casual, temporary/limited tenure, or registry employees are not eligible for coverage under the Plan, except as may be required for Scripps Cardiovascular and Thoracic Surgery Group to be in compliance with the provisions of the Affordable Care Act (ACA).*

### **Eligible Dependents**

If you are eligible for coverage as an employee, you may also elect coverage for eligible dependents. **Verification of dependent eligibility is required upon enrollment.**

Eligible dependents include your:

- Spouse:
  - Husband or wife as defined by applicable state law.
- Children:
  - A child under age 26, or
  - Disabled, dependent child incapable of self-support due to mental or physical disability, if the child becomes disabled prior to reaching age 26. Social Security documentation is required.
- Registered Domestic Partner:

- A same sex partner or opposite sex partner if over age 62 as declared on a Declaration of Domestic Partnership filed with the California Secretary of State.

Your eligible children include:

- a. Natural born child
- b. Stepchild, legally adopted (or placed for adoption) child who has not attained the age of 18 or a child for whom you have been appointed legal guardianship by a court of law
- c. Child for whom the Plan has received a Qualified Medical Child Support Order
- d. Child of a covered spouse or covered registered domestic partner (as defined above)

Only you, your dependent children, and one other adult dependent (either your spouse or a registered domestic partner) can be covered under the Plan.

If any one of the individuals you cover is not your legal spouse or child, the cost per pay period for *all* dependents is taxable (or post-tax), in accordance with applicable law. For example, if you cover a registered domestic partner and your legal children, the portion of the premium attributable to the adult *and* the children will be taxable. In this example, the portion related to your coverage will be deducted before taxes are calculated (or “pre-tax”). Your paycheck stub will show two deductions—a pre-tax deduction for your coverage and a post-tax deduction for your dependent coverage.

### **If You and an Eligible Dependent Both Work for Scripps**

If both you and your spouse, registered domestic partner or child are employees of any Scripps business unit, you may not be covered as both a dependent and an employee under the Scripps Vision Plans. Employees may cover one qualifying adult and dependent children, but no dependent(s) may be covered by more than one employee under the Plan.

## ***When does coverage begin?***

Coverage begins on January 1<sup>st</sup> if you are adding coverage or adding a new Dependent during the annual open enrollment. For new hires (except for those hired at the level of a Department Director or above, Fellow or Resident), coverage begins on the first of the month following or coinciding with 60 days of employment with Scripps Cardiovascular and Thoracic Surgery Group. If you are at the level of a Department Director and above, Fellow or Resident, coverage begins on your first date of assignment, provided you enroll within 31 days of your date of hire.

Status change Employees are eligible for benefits the 1<sup>st</sup> day of the month following the status change, provided they have met the 60 days of employment requirement (including time in the non-benefit eligible position).

For special enrollment events, coverage begins on the first of the month following the date of the qualifying event. A special enrollment due to birth, adoption, or placement for adoption is retroactive to the date of birth, adoption, or placement for adoption. If you have a qualified status change (as described below), you have 31 days from the date of the event to make changes to your benefit election. Your benefit changes will take effect retroactively and will date back to the change in status if due to birth, adoption, or placement for adoption. Otherwise, the change is effective on the first of the month following the election change.

### **Changing Your Elections Due to a Qualified Status Change**

Your benefit elections remain in effect until the next Plan year begins. The IRS allows you to change your benefit elections during the Plan year *only* if you have a qualified status change (a “qualifying change”) as defined by law. If you satisfy the requirements for a status change, you must contact your HR Service Center *within 31 days* of the date you experience an event that allows you to make an election change. This time frame is extended to 60 days in some circumstances, as noted below.

#### **Qualified status changes, with respect to coverage changes under the Plan, include:**

- ***Marital status:*** Your legal marital status changes because of marriage, divorce, legal separation, annulment or death of a spouse.
- ***Dependents:*** Your number of dependents changes for reasons such as birth, adoption (or placement for adoption), or death.
- ***Employment status:*** You, your spouse or your dependent child experiences a change in employment (or employment status) including:
  - Termination or commencement of employment
  - Strike or lockout
  - Commencement or return from an unpaid leave
  - A change from part-time benefit eligible to full-time benefit eligible, or full-time benefit eligible to part-time benefit eligible , or
  - Any other change in employment status that affects benefits eligibility
- ***Change in coverage of spouse or dependent:*** Your spouse or dependent child makes a change to coverage under his or her employer’s plan due to a permitted election change or during his or her plan’s annual enrollment period (if

different from your annual open enrollment period). You may make a permitted election change that is due to, and corresponds with, the change made by your spouse or dependent.

- ***Addition of benefit options:*** The Company adds a benefit package option or coverage option under its benefit Plan that affects you.
- ***Medicare or Medicaid eligibility:*** You, your spouse, or your child gain or lose eligibility for Medicare or Medicaid.
- ***Loss of Medicare or Medicaid coverage:*** You, your spouse, or your child loses Medicaid or CHIP coverage as a result of loss of eligibility. You must request coverage under the Plan within 60 days after the termination.
- ***Eligibility for premium assistance subsidy under Medicaid or CHIP:*** You, your spouse, or your child becomes eligible for a premium assistance subsidy under Medicaid or CHIP. You must request coverage under the Plan within 60 days after eligibility is determined.

### **Consistency Rule**

You can only change your benefits election if the requested change is due to, and corresponds with, the permitted election change event you experience. Generally, the event has to affect your eligibility or your family member's eligibility for coverage for that benefit. Please contact the Scripps HR Service Center at 858-678-6947 if you have questions about a specific change in status.

## ***When does coverage end?***

Your coverage under the Plan ends on the earliest of the following dates:

- The last day of the month in which you leave the Company or change your employment status to an ineligible class
- The date the Plan is terminated
- The last day of the month in which you last paid required contributions
- The date coverage ends for any employee class or group to which you belong
- The date you waive coverage
- The last day of the month in which you retire, or
- The date you die. Coverage for your eligible dependents will terminate at the end of the month in which your death occurs

Coverage for your dependents, if applicable, ends on the earliest of the following dates:

- On the date your coverage ends
- The last day of the month in which they are 25 years of age
- The last day of the month in which you do not make the required contributions for dependent coverage, or
- The date in which a dependent is covered by the Plan as an employee

Coverage for your dependents, if applicable, ends on the date that the Plan no longer covers dependents.

For a child who is entitled to coverage through a Qualified Medical Child Support Order (QMCSO), coverage ends on the last day of the month in which the earliest of the following occurs:

- The Plan Administrator is supplied with satisfactory written evidence that the QMCSO ceases to be effective
- The employee who is ordered by the QMCSO to provide coverage is no longer eligible for the Plan
- The Company terminates family or dependent coverage
- The required contribution is not paid, or



- They are no longer eligible for dependent coverage under the terms of the Plan

If the Company terminates the Plan, coverage for a child who is entitled to coverage through a QMCSO will end on the date that the Plan is terminated.

Coverage for a registered domestic partner ends the last day of the month in which the domestic partnership ends.

## **Reinstatement**

If your coverage ends due to termination of employment, it will be reinstated on the first of the month following the date you return to work with Scripps if you return to work with Scripps Cardiovascular and Thoracic Surgery Group within one year of your termination date. Reinstatement terms and conditions are defined by Human Resources policy. On the first of the month following the date you return to work, coverage for you and your eligible dependents will be on the same basis as provided for any other active employee and his or her dependents on that date. Any restrictions on your coverage that were in effect before your reinstatement will apply.

Coverage for a Military Reservist who returns from active duty will be reinstated as required under the Uniformed Services Employment and Reemployment Rights Act.

## **Leaves of Absence**

### **Family and Medical Leave Act (FMLA)**

If you cease active employment due to an employer-approved leave of absence that qualifies as a family or medical leave under the Family Medical Leave Act of 1993 (an “FMLA leave”) (or in accordance with any state or local law which provides a more generous medical or family leave and requires continuation of coverage during the leave), to the extent required by law, coverage will be continued under the same terms and conditions which would have applied had you continued in active employment, provided you continue to pay your contribution share toward the cost of coverage, if any contribution is required. Contributions will remain at the same employer/employee levels as were in effect on the date immediately prior to the leave of absence (unless contribution levels change for other employees in the same classification). Please contact your Site Human Resources office for more information and refer to the Scripps Leave of Absence policies, as modified by Scripps from time to time, for terms and conditions.

### **Uniformed Services Employment and Reemployment Rights Act of 1994**

If you take a leave of absence that qualifies as a leave under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), also referred to as a “military leave,” you are entitled to continue coverage for up to 24 months, as long as you give Scripps advance notice (with certain exceptions) of the leave, in accordance with applicable law. If the entire length of the leave is 30 days or less, you will not be required to pay any more than the portion you paid before the leave. If the entire length of the leave is 31 days or longer, you may be required to pay up to 102% of the entire

amount necessary to cover an employee who does not go on military leave. If you take military leave and your coverage under the Plan is terminated – for instance, because you do not elect the extended coverage – you will be treated as if you had not taken a military leave upon reemployment when determining whether an exclusion or waiting period applies upon your reinstatement into the Plan.

Under circumstances in which COBRA continuation coverage rights also apply (see the section entitled *COBRA Continuation Coverage*), an election to continue coverage during a military leave will be an election to take COBRA, and the two will run concurrently.

Please contact your Site Human Resources office for more information and refer to the Scripps Cardiovascular and Thoracic Surgery Group Leave of Absence policies for terms and conditions.

### **All Other Leaves**

Certain situations may qualify you for an approved Leave of Absence. Please refer to Scripps Cardiovascular and Thoracic Surgery Group policies S-FW-HR-0700, 0701, 0702, 0703 and 0704. Scripps Cardiovascular and Thoracic Surgery Group, in its discretion, will continue to provide the employer's contribution for benefits coverage for employees on an approved leave of absence in accordance with HR policy and applicable federal and state laws. Please contact your Site Human Resources office for more information and refer to the Scripps Leave of Absence policies for terms and conditions.

## **Disclosure of Protected Health Information (PHI) Compliance with HIPAA**

This section contains information on the use of certain health information, known as “protected health information” (PHI), for administration of the Plan, as well as the rights you are entitled to as a member.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) places restrictions on when an employer may have access to such health information. Scripps Cardiovascular and Thoracic Surgery Group (the “employer”) may use or disclose such health information for “Plan administration” functions—those activities the Employer performs to assist in administering The Scripps Vision Plan.

These activities include the following:

- Scripps Cardiovascular and Thoracic Surgery Group such as the Plan Administrator or another person in the employee Benefits Office or Human Resources Department, might assist with enrollment and general questions about benefits.
- Scripps Cardiovascular and Thoracic Surgery Group might review an appeal

of a claims denial under the voluntary Committee Review process.

Scripps Cardiovascular and Thoracic Surgery Group agrees not to use or disclose such health information for purposes other than Plan administration functions, as required or permitted by law, or as authorized by you, where such authorization is legally required. Scripps Cardiovascular and Thoracic Surgery Group will not use or disclose such health information for employment-related actions and decisions, or in connection with any other benefit or Employee benefit Plan. Scripps Cardiovascular and Thoracic Surgery Group will report to the Plan's HIPAA Privacy Officer if it makes any use or disclosure that is inconsistent with these restrictions. If Scripps Cardiovascular and Thoracic Surgery Group gives such health information to any agents or subcontractors that support or provide Plan administrative functions, those agents or subcontractors also will agree to these same restrictions. For example, such health information may be disclosed to facilitate the processing of claims for benefits as described in Section Two.

To ensure that Scripps Cardiovascular and Thoracic Surgery Group is using and disclosing such health information only for Plan administration functions, Scripps Cardiovascular and Thoracic Surgery Group has established separation between those Employees that perform Plan administration functions and other functions at Scripps Cardiovascular and Thoracic Surgery Group. Only designated Employees in the Benefits Office, the Human Resources Department, Scripps Cardiovascular and Thoracic Surgery Group Plan Services, Scripps Cardiovascular and Thoracic Surgery Group Legal Department or their supervisors and managers may access such health information to perform Plan administration functions. These Employees will use that information only for Plan administration functions. Scripps Cardiovascular and Thoracic Surgery Group has in place internal disciplinary mechanisms for resolving any noncompliance.

Scripps Cardiovascular and Thoracic Surgery Group also agrees to return or destroy all of such health information when it no longer needs such information to perform Plan administration functions. If this return or destruction is not feasible (such as where the employer is required to retain such health information for its legal obligations), Scripps Cardiovascular and Thoracic Surgery Group will limit further uses or disclosures of such health information to those purposes that make the return or destruction infeasible.

You also have certain rights with regard to such health information held by Scripps Cardiovascular and Thoracic Surgery Group to perform Plan administration functions. First, Scripps Cardiovascular and Thoracic Surgery Group will make the health information it holds about you available to you for inspection and copying.

Second, if you believe that such health information held by Scripps Cardiovascular and Thoracic Surgery Group is erroneous or incomplete, you have the right to request Scripps Cardiovascular and Thoracic Surgery Group to amend that information.

Third, if Scripps Cardiovascular and Thoracic Surgery Group makes certain disclosures of such health information for purposes other than Plan administration, Scripps Cardiovascular and Thoracic Surgery Group will give you a list of those disclosures.

Finally, Scripps Cardiovascular and Thoracic Surgery Group will open its internal practices, books and records relating to the use and disclosure of such health information available to the Secretary of the Department of Health and Human Services to determine Scripps Cardiovascular and Thoracic Surgery Group's compliance with HIPAA.

### **Electronic Protected Health Information**

If the Plan Administrator handles electronic health information, the Plan Administrator also agrees to:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protects the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the plan;
- Ensure that the separation between those employees that perform plan administration functions and other functions is supported by reasonable and appropriate security measures;
- Ensure that any agent or subcontractor to whom it provides electronic protected health information agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the plan any security incident (as defined by HIPAA) of which it becomes aware.

# The MES Vision Plan

Basic vision benefits are administered by MESVision for members who enroll in a Scripps Vision Plan. Scripps Cardiovascular and Thoracic Surgery Group also offers a voluntary Buy-up Vision Option which includes a lens benefit and a higher benefit for eyeglass frames. To use the vision benefit, schedule an eye exam with an MES network provider. After your exam, obtain your current lens prescription and a Medical Eye Services claim form. Your prescription can be filled through any one of the network providers in the MES directory. To locate an MES provider in your area, call **1-800-877-6372** or visit the Scripps Cardiovascular and Thoracic Surgery Group Medical Plans website at **[www.MyScrippsHealthPlan.com](http://www.MyScrippsHealthPlan.com)**.

## Schedule of Benefits - MES Core Vision

Benefit	Core Vision	
	Network	Non-Network
<b>Eye Exam</b> 1 exam per 12-month period	\$10 copay per visit	\$10 copay per visit Plan pays up to \$40
<b>Standard Lenses</b> 1 set of lenses per 12-month period Contact lenses covered in lieu of lenses and frames		
Single vision	Plan pays 100%	Plan pays up to \$30
Lined bifocal	Plan pays 100%	Plan pays up to \$50
Lined trifocal	Plan pays 100%	Plan pays up to \$65
Aphakic monofocal	Plan pays 100%	Plan pays up to \$125
Aphakic multifocal	Plan pays 100%	Plan pays up to \$125
Progressive (no line bifocal)	Plan pays up to \$89.50	Plan pays up to \$65
Standard scratch coating	20% discount*	Not covered
Tint	Pink or Rose #1 or #2 – covered; 20% discount* on all other tints.	Not covered
U/V	20% discount* available	Not covered
Anti-reflective coating	20% discount* available	Not covered
Photochromatic	20% discount* available	Not covered
Edge coating	20% discount* available	Not covered
Polycarbonate	20% discount* available	Not covered
Progressive lenses	Plan pays up to \$89.50; 20% discount* available on any additional charge.	Not covered
<b>Frames</b> 1 set of frames per 24-month period	Plan pays up to \$100**; 20% discount* available for frame upgrade.	Plan pays up to \$40
<b>Contact Lens Benefit***</b>	Plan pays up to \$105. Includes evaluation, fitting and/or materials. Balance is patient responsibility and a 20% discount* is available on additional charges. (This benefit is in lieu of spectacle lenses and frames.) Medically necessary lenses – Plan pays 100%. Precertification required.	Plan pays up to \$100 Medically necessary lenses – Plan pays up to \$250. Precertification required.

- \* *You must select a provider who accepts the discount plan. Refer to **[www.MyScrippsHealthPlan.com](http://www.MyScrippsHealthPlan.com)** for a list of discount providers.*
  
- \*\* *Retail eye wear benefits will be converted to wholesale-equivalent prices at certain provider locations. Go to the MES website for details. The retail frame allowance will be converted to **wholesale or warehouse equivalent prices at category 5 or 6 provider locations.***
  
- \*\*\* *Contact lenses are in addition to the comprehensive vision exam, but in lieu of frames and lenses. If contact lenses are for cosmetic or convenience purposes, the Plan will pay up to \$105 toward the contact lens evaluation, fitting costs and materials. Order Contact Lenses online using your eligible MESVision benefits. Visit **[www.MESVision.com/Optics](http://www.MESVision.com/Optics)** to learn more.*

## Schedule of Benefits - MES Buy-Up Option

Benefit	MES Buy-Up Option	
	Network	Non-Network
Eye Exam 1 exam per 12-month period	\$10 copay per visit	\$10 copay per visit Plan pays up to \$40
Standard Lenses 1 set of lenses per 12-month period Contact lenses covered in lieu of lenses and frames		
Single vision	Plan pays 100%	Plan pays up to \$30
Lined bifocal	Plan pays 100%	Plan pays up to \$50
Lined trifocal	Plan pays 100%	Plan pays up to \$65
Aphakic monofocal	Plan pays 100%	Plan pays up to \$125
Aphakic multifocal	Plan pays 100%	Plan pays up to \$125
Progressive (no line bifocal)	Plan pays up to \$89.50	Plan pays up to \$65
Standard scratch coating	Plan pays up to \$35; 20% discount* available on any additional charge	Not covered
Tint	Plan pays up to \$20; 20% discount* available on any additional charge	Not covered
U/V	Plan pays up to \$30; 20% discount* available on any additional charge	Not covered
Anti-reflective coating	Plan pays up to \$50; 20% discount* available on any additional charge	Not covered
Photochromatic	Plan pays up to \$60; 20% discount* available on any additional charge	Not covered
Edge coating	Plan pays up to \$20; 20% discount* available on any additional charge	Not covered
Polycarbonate	Plan pays up to \$40; 20% discount* available on any additional charge	Not covered
Progressive lenses	Plan pays up to \$89.50; 20% discount* available on any additional charge.	Not covered
Frames - 1 set of frames per 24-month period	Plan pays up to \$125**; 20% discount* available for frame upgrade.	Plan pays up to \$40
Contact Lens Benefit***	Plan pays up to \$105. Includes evaluation, fitting and/or materials. Balance is patient responsibility and a 20% discount* is available on additional charges. (This benefit is in lieu of spectacle lenses and frames.) Medically necessary lenses – Plan pays 100%. Precertification required.	Plan pays up to \$100 Medically necessary lenses - Plan pays up to \$250. Precertification required.



- \* *You must select a provider who accepts the discount plan. Refer to **[www.MyScrippsHealthPlan.com](http://www.MyScrippsHealthPlan.com)** for a list of discount providers.*
  
- \*\* *Retail eye wear benefits will be converted to wholesale-equivalent prices at certain provider locations. Go to the MES website for details. The retail frame allowance will be converted to **wholesale or warehouse equivalent prices at category 5 or 6 provider locations.***
  
- \*\*\* *Contact lenses are in addition to the comprehensive vision exam, but in lieu of frames and lenses. If contact lenses are for cosmetic or convenience purposes, the Plan will pay up to \$105 toward the contact lens evaluation, fitting costs and materials. Any balance is the member's responsibility. Order Contact Lenses online using your eligible MESVision benefits. Visit [www.MESVision.com/Optics](http://www.MESVision.com/Optics) to learn more.*

# Claims and Coordination of Benefits

## ***What if my claim for benefits is denied?***

If your claim is not paid, or if you do not understand, or do not agree with, the handling of your claim, there are several things that you can do to appeal the decision. Most of your questions can be answered quickly and efficiently by either calling or writing the Claims Administrator.

If your claim for a plan of benefits is denied or reduced, you will be notified in writing within 30 days unless special circumstances require a time extension of processing. If this extension is necessary, you will receive written notice before the end of 45 days. This notice will tell you why additional time is needed and the date you can expect a final decision.

If you receive a denial, the form will include:

- The specific reason for the denial.
- Specific reference to pertinent Plan provisions on which the denial is based.
- An explanation of the Plan's claim review procedure.

The Claims Administrator intends to respond to claims promptly; however, if you do not receive a response in 60 days, allowing reasonable time for mailing, contact the Claims Administrator immediately.

Within 180 days after receiving notice that your claim has been denied, you or your authorized representative may submit a written request for claim review to the Claims Administrator. In your request, state the reasons you believe the claim denial was improper, and submit any additional information, materials or comments you consider appropriate.

The claim will then be reviewed by the Claims Administrator within 60 days after receiving your request.

## ***Coordination of Benefits***

Like most group medical, dental and vision plans, this Plan includes a coordination of benefits (COB) provision. If you or any of your dependents are eligible to receive benefits under more than one group vision plan, your benefits will be coordinated so that the total amount paid by all plans will not exceed 100% of the allowable expenses incurred.

The plan that is primary pays first and usually pays full regular benefits. The plan that is secondary pays second and usually pays the balance of your eligible expenses.

## **Rules for Determining the Primary Plan**

A plan which does not reserve the right to consider the benefits of other plans will be considered the primary plan; otherwise the rules which follow will be used to determine which of any two plans is the primary plan. The first rule that describes one, but not both, of the plans will identify the primary plan:

1. The plan covers the person as an employee, rather than as a dependent.
2. The plan covers the person as an active employee, rather than as a laid-off or retired employee.
3. The plan covers a child as the dependent of the parent whose birthday is earlier in the year. If both parents have the same birthday, the plan that covered the parent the longest determines its benefits and pays first. But if the other plan does not have this “parent birthday” rule, the other plan’s COB rule applies.

Exception to Rule 3: If the person is a dependent child of parents who are divorced or separated, then the following rules will be used in place of Rule 3:

- a. The plan is the plan of the parent who has been assigned the financial duty for the child’s health by a court decree.
- b. The plan is the plan of the parent who has custody of the child.
- c. The plan is the plan of the step-parent who is married to the parent with custody of the child.

## ***Recovery from Third Parties***

If you receive proceeds of any settlement or judgment as a result of another party (including your employer) being legally responsible for an injury for which this Plan pays benefits, the Plan is entitled to a refund for the benefits paid. If you sue the responsible party or accept a settlement, the Plan still has the right to pursue recovery.

In addition, the Plan is not obligated to pay benefits for any vision expenses incurred in connection with an injury or condition unless you, or someone legally qualified and authorized to represent you, agree in writing to the following:

- to include such expenses in any claim you or your dependents make against a third party for the injury or conditions;
- to sign an agreement to reimburse the Plan an amount equal to the value of benefits provided under this Plan, on account of such injury or illness, (including a job-related injury or illness);
- in the event of financial recovery from a third party on account of illness or injury (including your employer in the event of a job-related injury or illness), to reimburse

the Plan an amount equal to the value of benefits provided under this Plan on account of such injury or illness;

- to instruct your attorney, if one is retained, to reimburse the Plan from such financial recovery in form satisfactory to the Plan; and
- to cooperate fully with the Plan in asserting its subrogation rights and supply the Plan with any and all information and execute any and all forms the Plan may need for this purpose.

In the event of an accident which may give rise to your right to financial recovery from a third party (including your employer in the event of a job-related illness or injury), the right to receive benefits under this Plan shall be conditioned upon you, or your personal representative, agreeing to pay an amount equal to the value of benefits provided under this Plan on account of such illness or injury.

Financial recovery includes any amount received, whether by judgment, settlement, arbitration, compromise and release, or otherwise. For purposes of this provision, the value of the benefits provided under this Plan shall be conclusively presumed to be the cost to this Plan of providing such benefits. The payment to this Plan required under this paragraph shall not be an amount which exceeds the proceeds of any such recovery.

In determining the amount of any attorneys' fees or costs payable by the Plan, the incremental and total amount of time and effort expended by attorneys retained by you, or on behalf of you, shall be considered in determining any reduction in the Plan's recovery. The Plan shall not be bound by, nor is it obligated to honor, any fee agreement between you and your attorneys.

All reimbursement to the Plan must occur within 30 days of the receipt of financial settlement by you and/or your attorney(s).

Should you, or your personal representative, fail to comply with the foregoing provisions, in addition to any other legal remedies available to the Plan, the Plan may deduct, at its discretion, an amount up to or equal to the value of benefits provided under this Plan on account of such injury or illness (including job-related illness or injury) from future benefits you would otherwise be entitled to.

In the event you or your dependents fail or refuse to execute whatever lien, assignment, form or document requested by the Claims Administrator on behalf of the Plan, the Plan shall be relieved of any and all legal, equitable, or contractual obligation contained in this Plan for any benefits or covered expense incurred by you or your dependents.

The Plan is also entitled to a refund from benefits available under underinsured or uninsured motorist provisions of automobile insurance policies.

# COBRA

## **COBRA Continuation Coverage**

A federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA) gives you and your covered dependents rights in certain circumstances to temporarily extend group health coverage beyond the date it would normally end. You are eligible to elect COBRA coverage if you were participating in any Company-sponsored group health Plan at the time of the qualifying event (unless your employment was terminated for gross misconduct, as determined by the Plan Administrator in its sole discretion), as described in the following section. Your COBRA coverage is identical to the coverage available to an eligible active employee.

## **Qualifying Events for COBRA**

The following chart shows each qualifying event for you and your covered dependents.

	<b>Qualifying Event</b>
You, the employee:	Voluntary or involuntary termination of employment, except for gross misconduct Reduction in hours resulting in loss of coverage Retirement Leave of absence or layoffs/strikes resulting in loss of coverage
Covered dependents:	Their loss of coverage due to any of the events listed above Your death Your entitlement to Medicare (but only if it causes covered dependents to lose coverage) Divorce, legal separation or annulment Dependent no longer meets the Plan's eligibility requirements

## **Second Qualifying Events**

If you have a second qualifying event after your employment ends or a reduction in hours that affects your benefit eligibility, your covered dependent(s) can be eligible for an additional period of coverage. The total coverage period under COBRA is limited to 36 months from the date of the first qualifying event.

For example, assume you end your employment with the Company and you and your spouse choose to continue coverage for 18 months under COBRA. If you and your spouse divorce during the 18-month COBRA coverage period, your spouse can receive up to an additional 18 months of COBRA coverage. COBRA coverage for your spouse may never exceed a total of 36 months.

## Medicare

If you become entitled to Medicare and coverage under the Plan is later lost due to your termination of employment or reduction in hours of employment, your spouse or dependent will be entitled to continuation coverage until the later of the date that is:

- 36 months from the date you became entitled to Medicare, or
- 18 months from the date of your termination of employment or reduction in hours of employment

## COBRA Coverage Periods

The following chart shows each qualifying event and the maximum COBRA continuation coverage period.

COBRA Qualifying Event	You	Dependents
Your employment ends (except for gross misconduct), you retire or you lose coverage due to a reduction in hours	18 months (up to a total of 29 months of extended coverage, if you are determined to be disabled under the Social Security Act (SSA) on the date of the original qualifying event or during the first 60 days of continuation coverage and notice of that SSA disability award is given to the Plan Administrator within 60 days of the award and before the end of the 18 months of COBRA continuation)	18 months (up to a total of 29 months of extended coverage, if a covered dependent is determined to be disabled under the Social Security Act (SSA) on the date of the original qualifying event or during the first 60 days of continuation coverage and notice of that SSA disability award is given to the Plan Administrator within 60 days of the award and before the end of the 18 months of COBRA continuation)
You die	N/A	36 months
You become entitled to Medicare	N/A	36 months (but only if it causes covered dependents to lose coverage)
You and your spouse divorce or legally separate	N/A	36 months
Your child is no longer eligible	N/A	36 months

To qualify for the 11-month extension due to a disability under the Social Security Act, you or your qualified beneficiary must satisfy the following requirements:

- The disability (as determined by the Social Security Administration) exists on the date of the original qualifying event or within the first 60 days of continuation coverage, and

- You or your qualified beneficiary must file for disability with the Social Security Administration and then forward a copy of a letter of determination of disability by the Social Security Administration to the Plan Administrator within 60 days of receipt and within the initial 18-month coverage period

The member or employee must notify the Plan Administrator within 30 days if Social Security makes a final determination that you or your qualified beneficiary is no longer disabled

## **Applying for COBRA Coverage**

By law, you or a family member must notify the Plan Administrator of a divorce, legal separation, annulment or a child losing dependent status within 60 days of whichever is later—the date of the event or the date that coverage would be lost because of the event. If such notice is not provided within the required 60-day period, continuation coverage will not be offered.

Scripps Cardiovascular and Thoracic Surgery Group must notify the Plan Administrator of the employee's death, termination of employment, reduction in hours, or Medicare entitlement within 30 days of the event or date of receiving notice.

When the Plan Administrator is notified that a qualifying event has occurred, you will be sent information regarding your right to choose continuation coverage, the cost of the coverage and when payment is due. By law, you have at least 60 days from the date you receive the notice or from the date you would lose coverage because of a qualifying event (whichever is later) to inform the Plan Administrator that you want continuation coverage. If the election forms are not completed and sent within the 60-day period, you will lose the right of continuation coverage and will have no further rights to elect such coverage. You do not have to provide proof of good health to choose continuation coverage.

## **Coverage During the Election Period**

As of the date coverage is terminated, you and your covered dependents will not have any coverage until continuation coverage is properly elected (and claims may be pended until the required premiums have been paid. This means no benefits or expenses will be paid during the election period, until the COBRA premiums have been paid. To receive uninterrupted coverage of covered benefits, it is important to elect continuation coverage and make the required premium payments as soon as possible after receiving the COBRA notice. Once a completed election form is received and all required premiums are paid, coverage becomes retroactive to the date coverage was terminated.

## **Cost of COBRA Coverage**

If you elect to continue coverage under the Plan, you must pay 102% of the full cost of the Plan for active employees (on a monthly basis) for the first 18 or 36 months of coverage (depending on the qualifying event).

If you or your eligible dependents are disabled under the Social Security Act at the time you become eligible for COBRA coverage (or become Social Security disabled within the first 60 days after COBRA coverage begins), and qualify for the 11-month extension of coverage, your cost for continued coverage for months 19 through 29 is 150% of the cost of the Plan for active employees. However, if the Social Security disabled qualified beneficiary does not continue coverage past the initial 18-month period, but other qualified beneficiaries associated with the Social Security disabled qualified beneficiary continue coverage, the cost remains at 102% of the cost of the Plan for active employees.

If you or your covered dependents elect COBRA, you will have 45 days from the date of your election to pay the initial cost for continuation coverage. All continuation coverage payments will be made on an after-tax basis. After this initial 45-day grace period you or your covered dependents must pay the monthly premiums for the cost continuation coverage by the first day of the month.

If these subsequent payments are not received within 30 days of the first day of the month, continuation coverage will be terminated, and you or your covered dependents will have no further rights to elect continuation coverage. Even if continuation coverage is elected, benefits will not be paid until all payments that are due have been paid, without regard to any grace period.

## **Changing Coverage While on COBRA**

During annual open enrollment, you will have the same rights as similarly situated active employees to change your elected coverage option. You may also have special enrollment rights for newly acquired dependents.

To enroll a new dependent as a result of a special enrollment event, you must follow the process for special enrollment. If the addition of a dependent will result in a higher applicable premium, COBRA rates will reflect the higher amount.

## **Newborn Child, Adopted Child, Legal Guardianship, or Child Placed for Adoption**

If, during the period of continuation coverage, a child is born to you, the child is under age 18 and adopted by you, you are appointed legal guardian or a child who has not attained the age of 18 is placed for adoption with you, the child is considered a qualified beneficiary. You have the right to elect continuation coverage for that child, provided the child satisfies the otherwise applicable eligibility requirements. To enroll the child on COBRA, you must notify the COBRA administrator within 60 days of the date of the birth, adoption, legal guardianship, or placement for adoption and pay the required cost, at which time coverage will be effective back to the date of the birth, adoption, legal guardianship, or placement. If you fail to do so, you will not be offered the option to elect COBRA coverage until the next Open Enrollment period.



## **Address Changes**

If continuation coverage is elected, you or your covered dependents must notify the COBRA administrator if your address changes.

## **When COBRA Coverage Ends**

COBRA continued coverage ends when the earliest of the following occurs:

- The relevant continuation period of 18, 29 or 36 months ends
- After electing COBRA, the covered individual becomes covered by another group vision plan
- After electing COBRA, the covered individual becomes entitled to Medicare
- The covered individual fails to pay the required payments for continued coverage in a timely manner
- The first day of the month beginning 30 days after the Social Security Administration determines that the individual initially determined to have been disabled under the Social Security Act is no longer disabled, or
- Scripps Cardiovascular and Thoracic Surgery Group stops providing vision coverage to all active employees

## **Senior Cal-COBRA**

### **Senior Cal-COBRA Qualifications**

A former employee who was at least 60 years old at the time employment ended, and who had worked for the Company for at least 5 years, and participated in a Scripps Vision Plan for at least one year immediately preceding retirement may be eligible for Senior Cal-COBRA. The former employee's spouse may also continue coverage.

### **Who May Not Enroll in Senior Cal-COBRA**

You are not eligible for Senior Cal-COBRA if you are:

- A former employee whose employment ended because of gross misconduct
- Eligible for Medicare
- Sixty-five years old or older, or
- Covered by another group health plan

## Benefits under Senior Cal-COBRA

Anyone covered under Senior Cal-COBRA continues the same basic health care benefits as were available under federal COBRA. No restrictions based on pre-existing conditions are allowed.

## Payment of Premiums under Senior Cal-COBRA

Payments are due the first of each month for the month's Senior Cal-COBRA coverage. There is, however, a grace period for late payments, which expires on the 30<sup>th</sup> day after the first of the month. Failure to pay the full premium by premium due dates, or within the 30-day grace period, will result in cancellation of your Senior Cal-COBRA coverage retroactively to the last good payment. If, for any reason, any qualified beneficiary receives any benefits under the Plan during a month for which the premium was not timely paid, you will be required to reimburse the Plan for the benefits received.

## Time Period for Continuing Coverage under Senior Cal-COBRA

Benefits may last up to five years or until one of the following events occur:

- The individual turns 65
- The individual becomes Medicare-eligible
- The individual does not pay premiums in a timely manner, or
- The employer no longer offers health coverage to any active employees

COBRA Qualifying Event	You	Dependents
Your employment ends (except for gross misconduct), you retire or you lose coverage due to a reduction in hours	18 months (up to a total of 29 months of extended coverage, if you are determined to be disabled under the Social Security Act on the date of the original qualifying event or during the first 60 days of continuation coverage) and notice of that SSA disability award is given to the Plan Administrator within 60 days of the award and before the end of the 18 months of COBRA continuation)	18 months (up to a total of 29 months of extended coverage, if a covered dependent is determined to be disabled under the Social Security Act on the date of the original qualifying event or during the first 60 days of continuation coverage) and notice of that SSA disability award is given to the Plan Administrator within 60 days of the award and before the end of the 18 months of COBRA continuation)
You die	N/A	36 months
You become entitled to Medicare	N/A	36 months (but only if it causes a loss of coverage)
You and your spouse divorce or legally separate	N/A	36 months
Your child is no longer eligible	N/A	36 months

# RIGHTS & RESPONSIBILITIES

If you are covered by this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifies that you shall be entitled to:

- Examine without charge, at the Employer's office, all plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Continue health care coverage for yourself, your Spouse, or your other 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.

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

If it should happen that the Plan fiduciaries misuse the Plan's money, or if a Plan member is discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or 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 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 the claim or suit to be frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, including COBRA or the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, you should contact either the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the EBSA website at [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.)

### **Discrimination is Against the Law**

The Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. The Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The Plan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact 1-800-Scripps.

If you believe that the Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with Gerry Soderstrom, Corporate VP, Chief Audit & Compliance Executive. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Gerry Soderstrom, Corporate VP, Chief Audit & Compliance Executive is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building

Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## **HIPAA Privacy Practices**

In fulfillment of the requirements of Section 504(f)(2) of the privacy rule found in 45 C.F.R. Part 164 (the Privacy Rule) promulgated pursuant to the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) the Plan provides (and the Plan Sponsor certifies its agreement) :

1. Persons holding positions with Scripps Cardiovascular and Thoracic Surgery Group and who have access to individually identifiable health information deemed “protected health information” (PHI) under the Privacy Rule are identified below, and are restricted (without further authorization) to using and disclosing PHI for Plan administrative purposes such as those described as “payment” and “health care operations” under the Privacy Rule. More particularly, such uses and disclosures may include: evaluating the Plan’s claims experience; seeking proposals for insurance or reinsurance of Plan benefits; reporting to stop-loss carriers; administering case, quality and utilization management programs (including, but not limited to, care management performed, coordinated or supervised by the Plan Sponsor’s Case Management Department); determining the application of Plan provisions to particular claims; and assisting participants and beneficiaries with the filing of claims.
2. The classes of positions within the workforce of the Plan Sponsor that may receive, use or disclose PHI for the purposes set forth in item 1 above:
  - a) Corporate Human Resources and those executives or managers of the Plan Sponsor to whom Corporate Human Resources reports in connection with the administration of the Plan;
  - b) Finance Department personnel assigned to support or supervise Corporate Human Resources Administration;
  - c) Legal counsel assigned to support Corporate Human Resources or to advise the Plan Sponsor in connection with the administration of the Plan;
  - d) Personnel assigned to or supervising the operations of the Case Management Department in connection with care management under the Plan; and;
  - e) Such other employees or classes of employees to whom the Plan Sponsor may from time to time delegate responsibility for the administration and operation of the Plan.
3. Employees in the job functions or classes described above will have access to Plan participants’ PHI only for the purposes described in item 1 (i.e., administrative

functions performed for the Plan) and only as permitted by HIPAA and the Privacy Rule.

4. In accordance with the certification requirement of the 45 C.F.R. §164.504(f)(2)(ii), the Plan Sponsor hereby certifies that it will comply with the above relating to HIPAA and also:
  - a) Not use or further disclose individually identifiable health information created in connection with the Plan except as required by law or for Plan administrative purposes as described in item 1, above, as such administrative purposes may be amended from time to time;
  - b) Arrange for any agents or subcontractors of the Plan Sponsor that receive PHI to use and disclose PHI consistent with this certification;
  - c) Not use or disclose the PHI for employment related actions or in connection with any other benefits or benefit plans;
  - d) Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for in item 1, which it becomes aware of;
  - e) Make available to the Plan any PHI in any “designated record set” (as such term is defined in the Privacy Rule) related to Plan participants or beneficiaries that the Plan Sponsor has control of in accordance with the access requirements of the Privacy Rule;
  - f) Make available for amendment, to the extent required by the Privacy Rule, the PHI in a designated record set which is related to Plan participants or beneficiaries and incorporate any amendment as required by the Privacy Rule;
  - g) Make information available to the Plan for, or provide the Plan with, an accounting of PHI disclosures (to the extent required by the Privacy Rule, e.g., other than for treatment, payment, health care operations or other exempt purposes) related to Plan participants or beneficiaries in response to such person’s exercise of his/her rights under such section;
  - h) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the Department of Health and Human Services to assist the Secretary in determining the Plan’s compliance with the Privacy Rule;
  - i) Where feasible, return to the Plan or destroy any PHI received from the Plan when such PHI is no longer needed by the Plan Sponsor for the purpose which permitted the Plan to make the disclosure and, where such return or destruction of PHI is not feasible, to limit its future use of the PHI to the situations that make the return or destruction of the PHI not feasible; and
  - j) Limit access of its employees to the Plan’s PHI (other than as subjects of the PHI or subscribers to the coverage), except where such employees are in job classifications which have been designated above as assisting

in Plan administration and thus engaging in the use or disclosure of PHI for treatment, payment and health care operations purposes.

5. The Plan Sponsor shall also:

- a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan;
- b) Ensure that the adequate separation required by 45 C.F.R. §164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
- c) Ensure that any agent, including a subcontractor, to whom the Plan Sponsor provides electronic PHI agrees to implement reasonable and appropriate security measures to protect the information; and
- d) Report to the Plan any security incident of which it becomes aware.

6. Following the discovery of a breach of unsecured PHI, the Plan shall provide any required notification:

- a) to individuals in accordance with HIPAA and the Privacy Rule;
- b) to media outlets in accordance with HIPAA and the Privacy Rule; and
- c) to the Secretary of HHS in accordance with HIPAA and the Privacy Rule.

7. To the extent the Plan fails to comply with HIPAA, the Plan shall be deemed to be automatically amended to so comply and the Plan shall in any event be administered in accordance with any and all such deemed automatic amendments.

### **Your Rights – Legal Notices**

If you are covered by this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifies that you shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all Plan documents and copies of all documents governing the Plan, including a copy of the latest annual report (form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

- Continue health care coverage for yourself, your Spouse, or your other 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 plan document and the documents governing the Plan or the rules governing COBRA continuation coverage rights.



# Plan Information

The following information applies to the Scripps Cardiovascular and Thoracic Surgery Group Vision Plan, as described in this handbook.

The preceding sections of this handbook constitute a summary plan description for the Scripps Cardiovascular and Thoracic Surgery Group Vision Plan.

Scripps Cardiovascular and Thoracic Surgery Group may modify, alter, amend or terminate this Plan at any time.

## **Plan Sponsor/Administrator**

Scripps Cardiovascular and Thoracic Surgery Group  
4275 Campus Point Court  
San Diego, CA 92121

## **Claims Administrator**

MESVision  
P. O. Box 25209  
Santa Ana, CA 92799-5209  
(800) 877-6372

## **Agent for Service of Legal Process**

General Counsel  
Scripps Cardiovascular and Thoracic Surgery Group  
10140 Campus Point Drive, CPA 415  
San Diego, CA 92121

## **Plan Identification Number**

26-4423716

## **IRS Plan Number**

501

## **Plan Year**

January 1 through December 31

## **Fiduciaries**

Board of Directors  
Scripps Cardiovascular and Thoracic Surgery Group, Inc.  
4275 Campus Point Court  
San Diego, CA 92121

## **Type of Plan**

This is a welfare benefit Plan providing certain vision benefits for employees and their eligible dependents and qualified beneficiaries under COBRA.

### **Type of Administration**

The Plan is sponsored and administered by Scripps Cardiovascular and Thoracic Surgery Group. As Plan Sponsor and Plan Administrator, Scripps Cardiovascular and Thoracic Surgery Group is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan members and beneficiaries.

The Plan Administrator has the final authority and responsibility to review and make final decisions on Plan matters such as benefit determination, eligibility for coverage and Plan interpretation.

### **Funding**

Covered persons must make contributions for any coverage and benefits during such periods, in such amounts and in such manner, as Scripps Cardiovascular and Thoracic Surgery Group, in its discretion, may from time to time require. Scripps Cardiovascular and Thoracic Surgery Group may, at any time, require increased contributions by Covered Persons and may, in its discretion, require Covered Persons to pay the full cost of the coverage and benefits without any contribution by Scripps Cardiovascular and Thoracic Surgery Group. Employee contributions are held in, and are part of, Scripps Cardiovascular and Thoracic Surgery Group's general assets (in accordance with DOL Technical Release 92-01) and are not segregated in any separate fund, bank account or trust. Such contributions are used solely for the payment of Plan benefits and reasonable administrative expenses (e.g. Claims Administrator fees) of the Plan. For purposes of general asset accounting/bookkeeping, Scripps Cardiovascular and Thoracic Surgery Group has the discretion to determine those Plan benefit costs and reasonable Plan administrative expenses to which amounts of employee contributions are from time to time allocated. To the fullest extent permitted by law, any dividends, premium refunds, demutualization payments, class action settlements, or like adjustments or amounts, paid or payable, under, or in connection with, any coverage or benefits under the Plan, shall remain the exclusive property of Scripps Cardiovascular and Thoracic Surgery Group.

### **No Vested Rights: Right to Amend or Terminate the Plan**

Covered Persons have no vested rights to the benefits provided under the Plan. Scripps Cardiovascular and Thoracic Surgery Group reserves the right to change, modify, amend, suspend, or terminate any or all of the benefits provided here in whole or in part at any time by a written instrument signed or approved by a duly authorized officer of Scripps Cardiovascular and Thoracic Surgery Group. Scripps Cardiovascular and Thoracic Surgery Group's authority to modify the Plan includes the right to alter the mix of the benefits provided by the Plan. No member has a vested right to the continuation of any particular benefit provided by the Plan.

This Plan Document is intended to comply with all applicable Federal and State laws and regulations. In the event of non-compliance with any such law or regulation, the Plan Document will be automatically amended to comply with said law or regulation as of its effective date, and the remainder of the Plan Document will remain in full force and effect. Similarly, in the event a law or regulation applicable to this Plan becomes effective after the effective date of this Plan Document, said law or regulation will be deemed included in this Plan Document as of such law's or regulation's effective date and without the necessity of an amendment to this Plan Document.

To the extent any provision of the Plan conflicts with the Affordable Care Act (ACA) or other applicable law, as determined by Scripps Cardiovascular and Thoracic Surgery Group, the Plan shall be automatically amended to so comply. Any dollar limitations under the Plan on essential health benefits under the ACA shall be benchmarked for ACA purposes against a benchmark plan of any state permitting those limitations as selected by Scripps Cardiovascular and Thoracic Surgery Group, in its sole discretion from time to time, but nothing herein shall be interpreted as requiring the Plan to provide essential health benefits (and Scripps may treat certain brand drugs as non-essential health benefits in accordance with applicable law) or any benefits other than as expressly stated in the Plan. Scripps, in its sole discretion, may modify such benchmarking from time to time in any manner it sees fit.

### **Discretionary Authority of Plan Administrator, Claims Administrator and Designees**

In carrying out their respective responsibilities under the Plan, the Claims Administrators, Plan Administrator, Claim Fiduciaries, Plan fiduciaries, and individuals to whom responsibility for the administration of the Plan has been delegated have all full and unrestricted discretionary authority to interpret the terms of the Plan and to determine eligibility and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made under that discretionary authority will be given full force and effect, unless it can be shown, by clear and convincing evidence, that the interpretation or determination was arbitrary and capricious.