

# Virginia Private Colleges Benefits Consortium, Inc. Health and Welfare Plan

## Wrap-Around Plan Document and Summary Plan Description

Restatement Effective January 1, 2017

This document and the attached documents constitute the Plan Document and Summary Plan Description (PD and SPD) required by ERISA for each of the Component Benefit Programs described herein and offered by the Virginia Private Colleges Benefits Consortium, Inc. (the Consortium). The attached documents include:

- Anthem Vision Plan Group Policy;
- UniView Vision / UNICARE Life & Health Insurance Company Certificate of Insurance;
- Delta Dental Evidence of Coverage for either the (i) Low Plan- Prevention First, (ii) High Plan- Prevention First, (iii) Low Voluntary Plan- Prevention First, (iv) High Voluntary Plan- Prevention First, (v) Low Plan- Max Over, (vi) High Plan- Max over; and
- Wellness Summary of Services.

The Consortium is providing this Wrap document to address certain information that may not be addressed in the attached documents. If any of these documents are not attached, then this PD and SPD is not complete and the Participant should contact the Consortium for a complete copy.

The Consortium has amended this Wrap-Around PD and SPD in good faith to comply with the requirements of the Affordable Care Act (ACA). The regulations, however, and other guidance under ACA are interim, or in some cases, not yet promulgated. The Consortium reserves the right to amend this PD and SPD, retroactively if deemed necessary, to comply with ACA and the regulations and other guidance promulgated thereunder.

**Virginia Private Colleges Benefits Consortium, Inc.**  
**Wrap-Around Plan Document and Summary Plan Description**  
**Table of Contents**

<b>Section 1</b>	<b>Introduction.....</b>	<b>1</b>
1.1	Introduction.....	1
1.2	Purpose.....	2
<b>Section 2</b>	<b>General Plan Identifying Information.....</b>	<b>3</b>
<b>Section 3</b>	<b>Eligibility and Participation Requirements .....</b>	<b>7</b>
3.1	Change in Status .....	11
3.2	Participant’s and Dependent’s Termination of Participation.....	12
3.3	Open Enrollment.....	12
3.4	COBRA Continuation Coverage.....	12
3.5	USERRA Continuation Coverage .....	13
3.6	Family and Medical Leave.....	15
<b>Section 4</b>	<b>Plan Benefits Summary .....</b>	<b>16</b>
4.1	Benefits .....	16
4.2	Michelle’s Law .....	16
<b>Section 5</b>	<b>Plan Administration .....</b>	<b>17</b>
5.1	Plan Administrator.....	17
5.2	Power of Plan Administrator .....	17
5.3	Power of Anthem.....	17
5.4	Power of UNICARE Life & Health Insurance Company .....	17
5.5	Power of Delta Dental of Virginia .....	18
5.6	Outside Assistance.....	18
5.7	Delegation of Powers.....	18
5.8	Questions.....	18
<b>Section 6</b>	<b>Circumstances That May Affect Benefits.....</b>	<b>19</b>
6.1	Denial, Recovery or Loss of Benefits .....	19
6.2	Rescission of Coverage .....	19
<b>Section 7</b>	<b>Amendment or Termination of the Plan .....</b>	<b>20</b>
7.1	Right to Amend, Merge or Consolidate.....	20
7.2	Right to Terminate.....	20
7.3	Effect on Benefits.....	20
<b>Section 8</b>	<b>No Contract of Employment .....</b>	<b>21</b>
<b>Section 9</b>	<b>Claims Procedures.....</b>	<b>22</b>
9.1	Claims for the Fully-Insured Anthem Vision Component Benefit Program .....	22
9.2	Claims for the Fully-Insured UniView Vision Component Benefit Program.....	22
9.3	Claims for the Self-Funded Dental Component Benefit Program .....	22
9.4	Claims for the Wellness Component Benefit Program.....	23

9.5	Complaints and Appeals to Plan Administrator .....	23
9.6	Administrative Exhaustion Requirement.....	24
9.7	Limitation on Actions.....	24
9.8	Failure to File a Request .....	24
<b>Section 10</b>	<b>Statement of ERISA Rights .....</b>	<b>25</b>
10.1	Participant’s Rights .....	25
10.2	Receive Information About Participant’s Plan and Benefits .....	25
10.3	COBRA.....	25
10.4	Prudent Actions by Plan Fiduciaries .....	25
10.5	Enforce Participant’s Rights.....	25
10.6	Evidence in Litigation.....	26
10.7	Assistance with Questions.....	26
<b>Section 11</b>	<b>Plan Information .....</b>	<b>27</b>
11.1	Component Benefit Contracts Control .....	27
11.2	Compliance with Federal Mandates.....	27
11.3	Verification.....	27
11.4	Limitation of Rights.....	28
11.5	Governing Law .....	28
11.6	Severability .....	28
11.7	Caption.....	28
11.8	Federal Tax Disclaimer.....	28
<b>Glossary</b>	<b>.....</b>	<b>29</b>
<b>Appendix A</b>	<b>.....</b>	<b>33</b>

## Section 1 Introduction

### 1.1 Introduction

The Virginia Private Colleges Benefits Consortium, Inc. Health Plan (the “Plan”) shall be effective January 1, 2017. The Plan may be amended at any time, in whole or in part, by the Board of Directors.

The Plan has been approved by the Board of Directors of the Virginia Private Colleges Benefits Consortium, Inc. (“VPC Benefits Consortium”). The Plan is intended to meet the requirements of the Employee Retirement Income Security Act of 1974 (“ERISA”), and Section 501(c)(9) of the Internal Revenue Code of 1986 (“Code”) and the Regulations promulgated thereunder, as amended from time to time (“Section 501(c)(9)”). The VPC Benefits Consortium is authorized by Section 23.1-106 of the Code of Virginia, which allows certain institutions of higher education in the Commonwealth of Virginia to form a higher education benefits consortium.

This Wrap-Around Plan Document and any amendments and the attached Component Documents constitute the governing document of the Plan. This Plan is a multiple employer plan, designed and administered exclusively for the members of the VPC Benefits Consortium. Employees are entitled to this coverage if the provisions in the Plan have been satisfied. This Plan is void if Participant ceases to be entitled to coverage. No clerical error shall invalidate such coverage if otherwise validly in force.

The Board of Directors intends to maintain the Plan indefinitely. However, the Board of Directors has the right to modify the Plan at any time, and for any reason, as to any part or in its entirety, without advance notice. Likewise, the Board of Directors has the right to terminate the Plan at any time, and for any reason, upon 90 days’ notice to the Members. If the Plan is amended or terminated, the Participant may not receive benefits described in the Plan after the Effective Date of such amendment or termination. Any such amendment or termination shall not affect Participant’s right to benefits for claims incurred prior to such amendment or termination. If the Plan is amended, a Participant may be entitled to receive different benefits or benefits under different conditions. However, if the Plan is terminated, all benefit coverage will end, including COBRA benefits. This may happen at any time. If this Plan is terminated, the Participant will not be entitled to any vested rights under the Plan.

The Plan makes the following Component Benefit Programs available to its Members:

#### **Vision Plan Program Options:**

- Anthem Vision Plan (Component Document 1)
- UniView Vision Plan (Component Document 2)

#### **Dental Plan Program Options:** (Component Document 3)

- Delta Dental Low Plan - Prevention First
- Delta Dental High Plan - Prevention First
- Delta Dental Low Voluntary Plan - Prevention First
- Delta Dental High Voluntary Plan - Prevention First
- Delta Dental Low Plan - MaxOver
- Delta Dental High Plan - MaxOver

## Wellness Program Option:

- Wellness Program (Component Document 4)

Each of the Component Benefit Programs is summarized in this document and in the attached Component Documents. Please contact the Plan Administrator if you need an additional copy of any of the Component Documents.

### 1.2 Purpose

The Consortium is providing this document to give you an overview of the Plan and to address certain information concerning the Component Benefit Programs that may not be addressed in the attached Component Documents.

**Read All Documents.** You must read this document along with the respective attached Component Document for each Component Benefit Program in which you participate to fully understand your benefits.

This document and the Component Documents constitute the PD and SPD required by the Employee Retirement Income Security Act of 1974 (ERISA), for the Component Benefit Programs to which ERISA applies. This document is not intended to give Participants any substantive rights to benefits that are not already provided by the Component Documents.

Component Benefit Programs hereunder are provided pursuant to an insurance contract or pursuant to a governing plan document adopted by the Consortium. If the terms of this Wrap-Around PD and SPD conflict with the terms of the Component Documents, then the terms of the Component Documents will control, unless otherwise required by law. This document, however, is the controlling document for Eligibility and Participation Requirements, which are described in Section 3.

The terms of this document are designed to incorporate important differences between the fully insured and self-funded Component Benefit Programs. Nothing in this document or any of the Component Documents shall be construed as to change the funding nature of any Component Benefit Program, such as transferring a fully insured Component Benefit Program into a self-funded Component Benefit Program.

**You must enroll to receive benefits.** You must actually enroll to receive benefits under this Plan, as explained in Article 3 on Eligibility. Some of these Component Benefit Programs require you to make an annual election to enroll for coverage. The details of such annual election are described in the Component Documents.

**Section 2**  
**General Plan Identifying Information**

<b>Name of the Plan</b>	Virginia Private Colleges Benefits Consortium, Inc. Health and Welfare Benefits Plan
<b>Type of Plan</b>	Health and Welfare Plan
<b>Address of Plan</b>	Virginia Private Colleges Benefits Consortium, Inc. P.O. Box 1005 Bedford, VA 24523 (540) 586-1803
<b>Plan Administrator and Agent for Service of Legal Process</b>	Tim Klopfenstein Virginia Private Colleges Benefits Consortium, Inc. P.O. Box 1005 Bedford, VA 24523 (540) 586-1803
<b>Named Fiduciary</b>  <b>Board of Directors</b>	The Board of Directors of the Virginia Private Colleges Benefits Consortium, Inc.  <b>President:</b> Kerry Edmonds <b>Vice President:</b> David Mowen <b>Secretary:</b> Judy Pedneau <b>Treasurer:</b> Glenn Culley <b>Executive Director:</b> Tim Klopfenstein
<b>Plan Numbers</b>	501— Anthem Vision Plan 501— UniView Vision Plan 501— Delta Dental Low Plan - Prevention First 501— Delta Dental High Plan - Prevention First 501— Delta Dental Low Voluntary Plan - Prevention First 501— Delta Dental High Voluntary Plan - Prevention First 501— Delta Dental Low Plan - MaxOver 501— Delta Dental High Plan - MaxOver 501— Wellness Program
<b>Plan Sponsor and its IRS Employer Identification Number</b>	Virginia Private Colleges Benefits Consortium, Inc. EIN: 27-1367957

<b>Plan Effective Dates</b>	<p>January 1, 2010: Anthem Vision Plan  January 1, 2016: UniView Vision Plan  January 1, 2012: Delta Dental Low Plan - Prevention First  January 1, 2012: Delta Dental High Plan - Prevention First  January 1, 2012: Delta Dental Low Voluntary Plan - Prevention First  January 1, 2012: Delta Dental High Voluntary Plan - Prevention First  January 1, 2012: Delta Dental Low Plan - MaxOver  January 1, 2012: Delta Dental High Plan - MaxOver  January 1, 2013: Wellness Program</p>
<b>Restatement Effective Date</b>	<p>January 1, 2017</p>
<b>Plan Year End</b>	<p>December 31</p>
<p><b>Anthem Vision Component Benefit Program- Fully Insured</b>  (Component Document 1)</p> <p><b>Plan Administrator</b></p> <p><b>Named Fiduciary</b></p> <p><b>Claims Administrator</b></p> <p><b>Funding Medium and Type of Plan Administration</b></p>	<p>Tim Klopfenstein  Virginia Private Colleges Benefits Consortium, Inc.  P.O. Box 1005  Bedford, VA 24523  (540) 586-1803</p> <p>Anthem Blue Cross and Blue Shield  2015 Staples Mill Road  Richmond, VA 23230</p> <p>Anthem Blue Cross and Blue Shield  2015 Staples Mill Road  Richmond, VA 23230</p> <p>The Anthem Vision Component Benefit Program is fully insured under a contract between the Consortium and Anthem. Anthem is responsible for administering the Anthem vision plan and for making claim payments.</p> <p>Plan contributions are paid in whole or in part by the Employers out of their general assets and in whole or in part by Employees' pre-tax payroll deductions. The Plan Administrator will provide a schedule of the applicable premiums during the initial and subsequent open enrollment periods and upon request, as applicable.</p>

<p><b>UniView Vision Component Benefit Program- Fully Insured</b> (Component Document 2)</p> <p><b>Plan Administrator</b></p> <p><b>Named Fiduciary</b></p> <p><b>Claims Administrator</b></p> <p><b>Funding Medium and Type of Plan Administration</b></p>	<p>Tim Klopfenstein Virginia Private Colleges Benefits Consortium, Inc. P.O. Box 1005 Bedford, VA 24523 (540) 586-1803</p> <p>UNICARE Life &amp; Health Insurance Company 233 S. Wacker Drive, Suite 3700 Chicago, IL 60606</p> <p>UniView Vision 233 S. Wacker Drive, Suite 3700 Chicago, IL 60606 (314) 923-7655</p> <p>The UniView Vision Component Benefit Program is fully insured under a contract between the Consortium and UNICARE Life &amp; Health Insurance Company. UNICARE Life &amp; Health Insurance Company is responsible for administering the UniView vision plan and for making claim payments. UNICARE Life &amp; Health Insurance Company is responsible to fund the claim payments.</p> <p>Plan contributions are paid in whole or in part by the Employers out of their general assets and in whole or in part by Employees' pre-tax payroll deductions. The Plan Administrator will provide a schedule of the applicable premiums during the initial and subsequent open enrollment periods and upon request, as applicable.</p>
<p><b>Dental Component Benefit Program- Self-Funded</b> (Component Document 3)</p> <p><b>Plan Administrator</b></p> <p><b>Named Fiduciary</b></p>	<p>Tim Klopfenstein Virginia Private Colleges Benefits Consortium, Inc. P.O. Box 1005 Bedford, VA 24523 (540) 586-1803</p> <p>The Board of Directors of the Virginia Private Colleges Benefits Consortium, Inc.</p>



<p><b>Claims Administrator</b></p> <p><b>Funding Medium and Type of Plan Administration</b></p>	<p>Delta Dental of Virginia 4818 Starkey Road Roanoke, VA 24018 (800) 237-6060</p> <p>The Dental Component Benefit Programs are self-funded under applicable contracts between the Consortium and Delta Dental. Delta Dental is responsible for paying claims and administering the dental plan program options. The Consortium is responsible to fund the claim payments.</p> <p>Plan contributions are paid in whole or in part by the Employers out of their general assets and in whole or in part by Employees' pre-tax payroll deductions. The Plan Administrator will provide a schedule of the applicable premiums during the initial and subsequent open enrollment periods and upon request, as applicable.</p>
<p><b>Wellness Component Benefit Program</b> (Component Document 4)</p> <p><b>Plan Administrator</b></p> <p><b>Named Fiduciary</b></p> <p><b>Claims Administrator</b></p> <p><b>Funding Medium and Type of Plan Administration</b></p>	<p>Tim Klopfenstein Virginia Private Colleges Benefits Consortium, Inc. P.O. Box 1005 Bedford, VA 24523 (540) 586-1803</p> <p>The Board of Directors of the Virginia Private Colleges Benefits Consortium, Inc.</p> <p>Tim Klopfenstein Virginia Private Colleges Benefits Consortium, Inc. P.O. Box 1005 Bedford, VA 24523 (540) 586-1803</p> <p>The Plan is responsible for administering the wellness program.</p> <p>Plan contributions are paid in whole by the Employers out of their general assets. The Plan Administrator will provide a schedule of the applicable premiums during the initial and subsequent open enrollment periods and upon request, as applicable.</p>

**Section 3**  
**Eligibility and Participation Requirements**

The eligibility and participation requirements for the Component Benefit Programs are set forth below. **Please note that eligibility to participate in the Wellness Component Benefit Program is limited to Employees and their Spouses.** The following individuals are eligible for coverage in the Component Benefit Programs:

PERSON	DEFINITION	WHEN ELIGIBLE
<b>Employee</b>	<i>See Glossary Definition</i>	The Employee meets the requirements for eligibility and properly enrolls in the Plan; and  Makes any required Contributions toward the cost of coverage for the Participant and any Covered Dependent(s). The formula used for allocating the required Contributions between the Member and its Employees must be approved by the Board of Directors. The amount of the respective Contributions shall be set forth in notices from the Plan Administrator and may be changed from time to time by the Board of Directors.
<b>Part Time Employee</b>	<i>See Glossary Definition</i>	A Part Time Employee must properly enroll in the Plan, continuously meet the requirements for eligibility and pay the required contributions on a timely basis, as described in this Section on Eligibility and Enrollment.
<b>Eligible Retiree</b>	<i>See Glossary Definition</i>	If a Participant becomes an Eligible Retiree, such Participant may continue as a Covered Person subject to any limitations contained herein;  An Eligible Retiree may continue as a Covered Person until the date the Eligible Retiree becomes eligible for Medicare;  If an Eligible Retiree or an Eligible Retiree's Dependent spouse who was a Covered Person terminates participation in the Plan, such person may not become a Covered Person thereafter.
<b>Spouse</b>	<i>See Glossary Definition of "Dependent"</i>	A Spouse will be considered an eligible Dependent from the date of marriage, provided the Spouse is properly enrolled as a Dependent within 31 days of the date of marriage.
<b>Dependent Children</b>	<i>See Glossary Definition of "Dependent"</i>	<b>Initial Enrollment.</b> If a Participant enrolls a Dependent within 31 days of the date of hire, the Dependent's Effective Date shall be the same day as the Participant's Effective Date.  <b>Later-Acquired Dependent.</b> If a Participant, after initial enrollment, acquires a new eligible Dependent, the Participant may complete, sign and return an application

PERSON	DEFINITION	WHEN ELIGIBLE
		<p>to the Plan Administrator within the period set forth in the Special Enrollee section. If the newly acquired Dependent(s) are enrolled within this period, the effective date of that Dependent's coverage is the first date in which the Dependent met the definition of Dependent.</p>
<p><b>Spouse and Dependents of Eligible Retiree</b></p>		<p>If an Eligible Retiree's Dependent is not a Covered Person on the day prior to the time the Participant becomes an Eligible Retiree, such Dependent's may not thereafter become a Covered Person in the Plan unless the Dependent is a Special Enrollee;</p> <p>A Dependent spouse acquired by marriage or domestic partnership (where the Member has executed a Rider affording domestic partner coverage) after a Participant becomes an Eligible Retiree may not be a Special Enrollee;</p> <p>If an Eligible Retiree or an Eligible Retiree's Dependent spouse who was a Covered Person terminates participation in the Plan, such person may not become a Covered Person thereafter;</p> <p>Upon an Eligible Retiree's death or termination of participation due to eligibility for Medicare, any Covered Spouse and Covered Dependent may remain a Covered Dependent until the earlier of the date of such Covered Spouse's death or termination of participation due to Medicare eligibility. An Eligible Retiree's Dependent who is eligible for Medicare may not be a Covered Person in the Plan. If the Covered Spouse terminates participation due to death or eligibility for Medicare, or if no spouse is covered at the time of the Eligible Retiree's termination of participation, any Covered Dependent may remain a Dependent for the applicable period of Continuation of Coverage as set forth under COBRA.</p> <p>Upon the death or retirement of a Participant who is Medicare eligible and who, except for such eligibility for Medicare, would qualify as an Eligible Retiree, any Covered Dependents may remain a Covered Dependent on the same basis as the Covered Dependents of an Early Retiree who is terminating due to death or eligibility for Medicare; and</p>

PERSON	DEFINITION	WHEN ELIGIBLE
Spouse and Dependents of Eligible Retiree		If an Eligible Retiree terminates participation in the Plan for any reason other than for death or eligibility for Medicare, the Covered Dependents of such Eligible Retiree shall terminate participation in the Plan as of the Eligible Retiree's termination of participation.

PERSON	DEFINITION	WHEN ELIGIBLE
Special Enrollee	<p><b>Later-Acquired Dependent.</b> If a Participant, after initial enrollment, acquires a new eligible Dependent, the Participant may complete, sign and return an application to the Plan Administrator within the period set forth below. If the newly acquired Dependent(s) are enrolled within this period, the effective date of that Dependent's coverage is the first date in which the Dependent met the definition of Dependent.</p> <p><b>Spouse Upon Marriage.</b> A spouse will be considered an eligible Dependent from the date of marriage, provided the spouse is properly enrolled as a Dependent within <b>31 days</b> of the date of marriage.</p> <p><b>Newborn or Adopted Children.</b> Newborn and newly adopted children shall be covered for Injury or Illness from the moment of birth, adoption, or placement for adoption. Covered Expenses include the necessary care or treatment of medically diagnosed Congenital Defects, birth abnormalities or prematurity, provided the child is properly enrolled as a Dependent within <b>60 days</b> of the child's date of birth, adoption or placement for adoption. This provision shall not apply to or in any way affect the maternity coverage applicable to the mother.</p> <p><b>Siblings and Other Dependents Upon Birth or Adoption.</b> If a Participant's other Dependents are not Covered Persons, the Participant may enroll these other Dependents along with a newborn or adopted child as described in the subsection above. If the Participant enrolls the other Dependents within <b>60 days</b>, the Special Enrollment Date and coverage shall become effective on the child's date of birth, adoption, or upon placement for adoption.</p>	<p><b>Initial Enrollment.</b> If a Participant enrolls a Dependent within 31 days of the date of hire, the Dependent's Effective Date shall be the same day as the Participant's Effective Date.</p>

PERSON	DEFINITION	WHEN ELIGIBLE
<p><b>Special Enrollee</b></p>	<p><b>Loss of Alternate Health Coverage.</b> A Participant or a Dependent who was previously eligible for coverage, but did not enroll because of alternate health coverage, may complete, sign and return an application to the Plan Administrator within the 31 day Special Enrollment Period following the Participant or Dependent’s loss of such other coverage due to any of the following:</p> <p>Exhaustion of COBRA Continuation Coverage;</p> <p>Loss of eligibility for such other coverage due to divorce, legal separation, death, termination of employment or reduction of hours of employment;</p> <p>Termination of Employer contributions; or</p> <p>Reaching the lifetime limit on all benefits under the Eligible Employee’s or Dependent’s prior plan.</p> <p>Individuals who lose coverage due to nonpayment of premiums or for cause (e.g. filing fraudulent claims) shall not be Special Enrollees hereunder. Coverage for a Special Enrollee hereunder shall begin as of the day following loss of alternate health coverage, but not more than 31 days prior to the date the enrollment application is received by the Plan Administrator.</p> <p>Employees and Dependents who are eligible but not enrolled for coverage when initially eligible may become a Special Enrollee in two additional circumstances:</p> <ul style="list-style-type: none"> <li>○ The Employee’s or Dependent’s Medicaid or CHIP coverage is terminated as a result of loss of eligibility and the Employee requests coverage under the Plan within 60 days after the termination; or</li> <li>○ The Employee or Dependent become eligible for a premium assistance subsidy under Medicaid or CHIP, and the Employee requests coverage under the Plan within 60 days after eligibility is determined.</li> </ul>	

PERSON	DEFINITION	WHEN ELIGIBLE
<b>Special Enrollee</b>	<b>Court Order or Decree.</b> If a Dependent is acquired through a court order, decree, or marriage, that Dependent will be considered a Dependent from the date of such court order, decree, or marriage, provided that this new Dependent is properly enrolled within <b>31 days</b> of the court order, decree, or marriage.	
	<b>Qualified Medical Child Support Order.</b> A child may become eligible for coverage as set forth in a Qualified Medical Child Support Order (QMCSO). The Plan Administrator will establish written procedures for determining (and have sole discretion to determine) whether a medical child support order is qualified and for administering the provisions of benefits under the Plan pursuant to a QMCSO. The Plan Administrator may seek clarification and modification of the order, up to and including the right to seek a hearing before the court or agency which issued the order.	

### 3.1 Change in Status

The Plan allows election changes outside of Open Enrollment based on certain change in status events. The cafeteria plan of the Member governs whether a corresponding mid-year change is allowed to a Participant's pre-tax salary reduction election. Participant's should refer to the Member's Plan document governing the cafeteria plan to determine whether pre-tax salary reduction elections can be changed for the following change in status events allowed under this Plan:

- When a change in contribution is significant, a Participant may either increase the contributions or change to a less costly coverage election.
- When a new benefit option is added, a Participant may change to elect the new benefit option.
- When a significant overall reduction is made to a benefit option, a Participant may elect another available benefit option.
- A Participant may make a coverage election change if the spouse or Dependent is covered as an Employee or Dependent under another employer plan and that plan incurs a change such as adding or deleting a benefit option; and
  - Allows a permitted mid-year election change; or
  - Allows election changes due to that Plan's annual Open Enrollment which does not coincide with this Plan's.

### **3.2 Participant's and Dependent's Termination of Participation**

A Participant and Dependent's participation under the Plan shall terminate on the earlier of the following occurrences:

- The end of the month in which the Participant Terminates Employment with a Member; unless the Member is obligated to continue to make contributions on behalf of such Participant by terms of the employment agreement between the Member and the Participant including the Member's personnel manual;
- The end of the month in which the Participant loses his status as a Participant, or the Dependent loses his status as a Covered Dependent;
- The Plan terminates;
- While on an Approved Leave of Absence or Approved Sabbatical, the Participant becomes employed full time by another employer and is eligible for health benefits;
- The failure to pay required contributions. In such case coverage shall terminate on the last date for which the required contributions were paid, as determined by the Plan Administrator;
- Upon a Participant's death, any Covered Dependent may remain a Dependent for the applicable period of Continuation Coverage set forth in the Continuation of Coverage Section, provided that the Covered Dependent complies with the conditions therein; or
- For cause (i.e. fraudulent claims).

### **3.3 Open Enrollment**

The Plan shall conduct Open Enrollment each Calendar Year. During Open Enrollment, Participants may make any of the following changes regarding participation in the Plan, subject to the other governing provisions of this Plan Document.

- Add Dependents not able to enroll during the Calendar Year as Special Enrollees or remove existing Dependents from coverage; and
- Change Plan options or such other changes as permitted by this Plan Document.

### **3.4 COBRA Continuation Coverage**

If coverage for the Participant, the Participant's eligible spouse, or eligible Dependents ceases under the Component Benefit Programs because of certain "qualifying events" (e.g., termination of employment, reduction in hours, divorce, death, or a child's ceasing to meet the Plan's definition of Dependent) specified in a federal law called COBRA, then the Participant, the Participant's eligible spouse, or eligible Dependents may have the right to purchase continuing coverage under the Plan for a limited period of time. For more information, see the "COBRA" summary, a copy of which has been previously provided.

### 3.5 USERRA Continuation Coverage

**Participants Have Rights Under Both COBRA and USERRA.** Participant's rights under COBRA and USERRA are similar but not identical. Any election that Participant makes pursuant to COBRA will also be an election under USERRA. COBRA and USERRA will both apply with respect to the Continuation Coverage elected. If COBRA or USERRA gives Covered Persons different rights or protections, the law that provides the greater benefit will apply. The administrative policies and procedures for COBRA also apply to USERRA coverage, unless compliance with the procedures is precluded by military necessity or is otherwise impossible or unreasonable under the circumstances.

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") established requirements that employers must meet for certain Employees who are involved in the Uniformed Services. In addition to the rights that Participant has under COBRA, Participant is entitled under USERRA to continue the coverage Covered Persons had under the VPC Benefits Consortium. If any of the provisions concerning USERRA within this document conflict with the USERRA federal law, USERRA federal law shall govern.

Uniformed Services means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full time National Guard duty pursuant to orders issued under federal law, and the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of War or national Emergency.

Service in the Uniformed Services or Service means the performance of duty on a voluntary or involuntary basis in the Uniformed Services under competent authority, including active duty, active duty for training, initial active duty for training, inactive duty training, full time National Guard duty, the time necessary for a person to be absent from employment for an examination to determine the fitness of the person to perform any of these duties, and a period for which a person is absent from employment to perform certain funeral honors duty. It also includes certain duty and training by intermittent disaster response personnel of the National Disaster Medical System.

Duration of USERRA Coverage.

**General rule 24 months maximum.** When a Participant takes a leave for service in the Uniformed Services, USERRA coverage for the Participant (and Covered Dependents for whom coverage is elected) begin the day after the Participant (and Covered Dependents) lose coverage under the Plan, and it may continue for up to 24 months. However, USERRA coverage will end earlier if one of the following events takes place:

- Participant fails to make a premium payment within the required time;
- Participant fails to return to work within the time frame required under USERRA (see below) following the completion of Participant's service in the Uniformed Services; or
- Participant loses rights under USERRA as a result of a dishonorable discharge or other conduct specified in USERRA.

**Returning to Work.** Participant's right to continue coverage under USERRA will end if Participant does not notify the Employer of the intent to return to work within the time frame required under USERRA following the completion of Participant's service in the Uniformed Services by either reporting to work (when absence was for less than 31 days) or applying for reemployment (if absence was for more than 30 days). The time for returning to work depends on the length of the absence, as follows:



<b>Period of Absence</b>	<b>Return to Work Requirement</b>
Less than 31 days	Report to work at the beginning of the first regularly scheduled work period following the end of service plus 8 hours or as soon as possible thereafter if satisfying the deadline is unreasonable or impossible through no fault of the Employee.
More than 30 days but less than 181 days	Submit an application for employment not later than 14 days after the completion of the service, or as soon as possible thereafter if satisfying the deadline is unreasonable or impossible through no fault of the Employee.
More than 180 days	Submit an application for employment not later than 90 days after the completion of the service.
Any period, if the absence was for purposes of an examination for fitness to perform service	Report to work at the beginning of the first regularly-scheduled work period following the end of service plus 8 hours, or as soon as possible thereafter if satisfying the deadline is unreasonable or impossible through no fault of the Employee.
Any period if Participant was Hospitalized for or are convalescing from an Injury or Illness incurred or aggravated as a result of Participant's service	Apply for work or submit application as described above (depending on length of absence) when recovery is over, but recovery time is limited to two years. The 2 year period is extended by any minimum time required to accommodate circumstances beyond the Employee's control that make compliance with these deadlines unreasonable or impossible.

**Concurrent.** COBRA coverage and USERRA coverage begin at the same time and run concurrently. However, COBRA coverage can continue longer, depending on the qualifying event, and is subject to different early termination provisions. In contrast, USERRA coverage can continue for up to 24 months, as described earlier in this Section.

**Premium Payments for USERRA Continuation Coverage.** If Participant elects to continue health coverage pursuant to USERRA, the Participant will be required to pay 102% of the full premium for the coverage elected (the same rate as COBRA). However, if Participant's Uniformed Services leave of absence is less than 31 days, Participant is not required to pay more than the amount that Participant would pay as an active Employee for that coverage.

### **3.6 Family and Medical Leave**

If a Participant is on a leave of absence under the Family and Medical Leave Act (FMLA), the Participant may continue coverage under a Component Benefit Program that is a health plan. Such coverage is subject to the FMLA and to the terms of the Component Benefit Program. Such coverage is also subject to the following conditions:

- The Participant must pay any required employee contribution; and
- The Participant must obtain written approval of leave from the Member.

Coverage will be continued for up to the greater of:

- The leave period required by the FMLA; or
- The leave period required by a similar state law.

If coverage is not continued during an FMLA absence, when the Participant returns to actively at work status, no new waiting period will apply.

## Section 4 Plan Benefits Summary

### 4.1 Benefits

The Plan provides the Participant and the Participant's eligible Dependents with benefits under the Component Benefit Programs as set forth in Section 1 of this Wrap-Around PD and SPD.

### 4.2 Michelle's Law

A Dependent will not lose status as a Dependent while on a Medically Necessary Leave of Absence. A "Medically Necessary Leave of Absence" is a leave of absence from a post-secondary educational institution that:

- Commences while the Dependent is suffering from a severe illness or injury;
- Is medically necessary (as certified by the Dependent's physician); and
- Causes the Dependent to lose full time student status under the Plan.

Coverage may not terminate due to the Medically Necessary Leave of Absence until the earlier of:

- One year after the first day of the Medically Necessary Leave of Absence; or
- The date the coverage would otherwise terminate under the Plan.

(Section 4.2 may not be applicable due to ACA's age 26 Dependent coverage mandate.)

## **Section 5 Plan Administration**

### **5.1 Plan Administrator**

The Plan Administrator for the Component Benefit Programs of the Plan is identified in Section 2.

### **5.2 Power of Plan Administrator**

Subject to the limitations of the Plan and any Component Document, the Plan Administrator will from time to time establish rules for the administration of the various Component Benefit Programs of the Plan and transaction of its business. The Plan Administrator will rely on the records of the Employer with respect to any and all factual matters dealing with the employment and eligibility of an employee. The Plan Administrator will resolve any factual dispute, giving due weight to all evidence available to it. The Plan Administrator shall have such powers and duties as may be necessary to discharge its functions hereunder, including but not limited to, the sole and absolute discretion to:

- Construe and interpret the various Component Benefit Programs of the Plan, except for the fully- insured Anthem and UniView Vision Component Benefit Programs, as this is a power of the insurance carrier;
- Decide questions of eligibility to participate in the various Component Benefit Programs of the Plan; and
- Determine the amount, manner and time of payment of any benefit to any covered person, except for the fully-insured Anthem and UniView Vision Component Benefit Programs, as this is a power of the insurance carrier.

The Plan Administrator will have final discretionary authority to make such decisions and all such determinations shall be final, conclusive and binding.

### **5.3 Power of Anthem**

Anthem vision benefits are provided under contracts entered into by the Consortium and Anthem. Anthem is responsible for (a) prescribing claims procedures to be followed and claims forms to be provided to Participants and (b) payment of all benefits under the Vision Component Benefit Program. The Consortium is responsible for determining eligibility under the individual Anthem Vision Component Benefit Program.

### **5.4 Power of UNICARE Life & Health Insurance Company**

UniView vision benefits are provided under contracts entered into by the Consortium and UNICARE Life & Health Insurance Company. UNICARE Life & Health Insurance Company is responsible for paying claims and administering the UniView vision program option. UNICARE Life & Health Insurance Company is responsible to fund the claim payments. The Consortium is responsible for determining eligibility under the UniView Vision Component Benefit Program.

## **5.5 Power of Delta Dental of Virginia**

Dental benefits are provided under contracts entered into by the Consortium and Delta Dental. Delta Dental is responsible for (a) prescribing claims procedures to be followed and claims forms to be provided to Participants and (b) payment of all benefits under the Dental Component Benefit Programs. The Consortium is responsible for determining eligibility under the individual Dental Component Benefit Programs.

## **5.6 Outside Assistance**

The Board of Directors and/or Plan Administrator may employ such counsel, accountants, claims administrators, consultants, actuaries and other person or persons as the Board of Directors and/or Plan Administrator shall deem advisable. The various Component Benefit Programs of the Plan shall pay the compensation of such counsel, accountants, and other person or persons and any other reasonable expenses incurred by the Plan Administrator in the administration of the various Component Benefit Programs of the Plan.

## **5.7 Delegation of Powers**

In accordance with the provisions hereof, the Board of Directors and/or Plan Administrator has been delegated certain administrative functions relating to the various Component Benefit Programs of the Plan with all powers necessary to enable the Board of Directors and/or Plan Administrator properly to carry out such duties. The Board of Directors and/or Plan Administrator as such shall have no power in any way to modify, alter, add to, or subtract from any provisions of the various Component Benefit Programs of the Plan other than as expressly provided in this Wrap-Around Plan Document and SPD or the Component Documents.

## **5.8 Questions**

Questions regarding eligibility for benefits under a Component Benefit Program should be directed to the Plan Administrator. Questions regarding the amount of any benefits payable under the self-funded Dental Component Benefit Program or regarding the wellness incentive under the Wellness Component Benefit Program should be directed to the Plan Administrator. Questions regarding the amount of any benefits payable under the fully-insured Anthem and UniView Vision Component Benefit Programs should be directed to Anthem or UNICARE Life & Health Insurance Company, as provided in the Anthem and UniView Vision Component Documents.

## Section 6 Circumstances That May Affect Benefits

### 6.1 Denial, Recovery or Loss of Benefits

The Participant's benefits (and, except in some cases in the event of the Participant's death, the benefits for the Participant's eligible spouse and eligible Dependents) will cease when Participant's participation in the Plan terminates. (See Section 3). The Participant's benefits will also cease upon termination of the Plan.

### 6.2 Rescission of Coverage

The Plan Administrator reserves the right to rescind coverage under the Plan if an employee, spouse or child becomes covered under this Plan or receives Plan benefits as a result of an act, practice or omission that constitute fraud or is due to the intentional misrepresentation of a material fact, both of which are prohibited by this Plan. Rescission is a cancellation and discontinuance of coverage, retroactive to the date the employee, spouse or child became covered or received a Plan benefit as a result of fraud or the intentional misrepresentation of a material fact. The Plan Administrator will provide at least 30 days advance notice to an employee, spouse or child of its intent to rescind coverage with an explanation of the reason for the intended rescission. The rescission shall not apply to benefits paid more than one year before the date of such advance notice. A cancellation or discontinuance of coverage is not a rescission if:

- The cancellation or discontinuance of coverage only has a prospective effect;
- The cancellation or discontinuance of coverage is only retroactive to the extent it is attributable to the timely failure to pay Premiums (including COBRA Premiums) toward the cost of coverage; or
- The cancellation or discontinuance of coverage is initiated by an employee, spouse or child (or the employee, spouse or child's personal representative).

A rescission is subject to the claims payment and appeal procedures described in Section 9.

**Section 7**  
**Amendment or Termination of the Plan**

**7.1 Right to Amend, Merge or Consolidate**

The Consortium reserves the right to make any amendment or restatement to the Plan or any individual Component Benefit Program from time to time, including those which are retroactive in effect. Such amendments may be applicable to any covered person. Any amendment or restatement shall be deemed to be duly executed by the Employer when signed by its authorized representative.

**7.2 Right to Terminate**

The Plan and its individual Component Benefit Programs are intended to be permanent, but the Employer may at any time and without notice terminate the Plan or any individual Component Benefit Program in whole or in part.

**7.3 Effect on Benefits**

Except as may otherwise be provided by applicable law or the Component Documents, if the Plan or any individual Component Benefit Program is amended or terminated, the Participant may not receive benefits described in the Plan or in any individual Component Benefit Program after the effective date of such amendment or termination. Any such amendment or termination shall not affect a covered person's right to benefits for claims incurred prior to such amendment or termination. If the Plan or any individual Component Benefit Program is amended, covered persons may be entitled to receive different benefits or benefits under different conditions. However, if the Plan is terminated, all benefit coverage will end, including COBRA or other continuation benefits. This may happen at any time. If the Plan is terminated, covered persons will not be entitled to any vested rights under the Plan.

**Section 8**  
**No Contract of Employment**

Nothing contained in this Wrap-Around PD and SPD or the Component Documents shall be construed as a contract of employment with an Employer, or as a right to be continued in the employment of an Employer, or as a limitation of the right of an Employer to discharge any of the Participants, with or without cause.



## Section 9 Claims Procedures

### **9.1 Claims for the Fully-Insured Anthem Vision Component Benefit Program**

To obtain benefits from Anthem, the Participant must follow the claims procedures under the applicable Component Document, which may require the Participant to complete, sign, and submit a written claim on Anthem's form.

Anthem will decide the Participant's claim in accordance with its reasonable claims procedures, as required by law. Anthem has the right to secure independent medical advice and to require such other evidence as it deems necessary in order to decide a claim. If Anthem denies a claim in whole or in part, then the Participant will receive a written notification setting forth the reason(s) for the denial.

If a claim is denied, the Participant must follow the appeals procedures under the applicable contract. Anthem will handle the appeal in accordance with its reasonable appeals procedures, as required by any applicable provisions of ERISA and ACA. If the Participant does not appeal on time, then the Participant will lose his or her right to file suit in a state or federal court, as internal administrative appeal rights will not have been exhausted. Exhaustion of internal administrative appeal rights is generally a prerequisite to bringing suit in state or federal court.

The Anthem Component Document provides more information about how to file a claim or appeal.

### **9.2 Claims for the Fully-Insured UniView Vision Component Benefit Program**

To obtain benefits from UNICARE Life & Health Insurance Company, the Participant must follow the claims procedures under the applicable Component Document, which may require the Participant to complete, sign, and submit a written claim on UNICARE Life & Health Insurance Company's form.

UNICARE Life & Health Insurance Company will decide the Participant's claim in accordance with its reasonable claims procedures, as required by law. UNICARE Life & Health Insurance Company has the right to secure independent medical advice and to require such other evidence as it deems necessary in order to decide a claim. If UNICARE Life & Health Insurance Company denies a claim in whole or in part, then the Participant will receive a written notification setting forth the reason(s) for the denial.

If a claim is denied, the Participant may appeal to UNICARE Life & Health Insurance Company for a review of the denied claim. UNICARE Life & Health Insurance Company will handle the appeal in accordance with its reasonable claim procedures, as required by any applicable provisions of ERISA and ACA. If the Participant does not appeal on time, then the Participant will lose his or her right to file suit in a state or federal court, as internal administrative appeal rights will not have been exhausted. Exhaustion of internal administrative appeal rights is generally a prerequisite to bringing suit in federal court.

The UniView Vision Component Document provides more information about how to file a claim or appeal.

### **9.3 Claims for the Self-Funded Dental Component Benefit Program**

To obtain benefits from Delta Dental, the Participant must follow the claims procedures under the applicable Component Document, which may require the Participant to complete, sign, and submit a written claim on Delta Dental's form.

Delta Dental will decide the Participant's claim in accordance with its reasonable claims procedures, as required by law. Delta Dental has the right to secure independent medical advice and to require such other evidence as it deems necessary in order to decide a claim. If Delta Dental denies a claim in whole or in part, then the Participant will receive a written notification setting forth the reason(s) for the denial.

If a claim is denied, the Participant may appeal to Delta Dental for a review of the denied claim. Delta Dental will handle the appeal in accordance with its reasonable claims procedures, as required by ERISA and ACA. If the Participant does not appeal on time, then the Participant will lose his or her right to file suit in a state or federal court, as internal administrative appeal rights will not have been exhausted. Exhaustion of internal administrative appeal rights is generally a prerequisite to bringing suit in state or federal court.

The applicable Component Document provides more information about how to file a claim and details regarding Delta Dental's claims procedures.

#### **9.4 Claims for the Wellness Component Benefit Program**

The Wellness Program may offer a wellness incentive to Participants in the Wellness Program who are also Participants in the Consortium Health Plan. To obtain the wellness incentive, if any, the Participant should review the Wellness Component Document for more information.

If a claim for the wellness incentive is denied, the Participant in the Wellness Program may appeal to the Plan Administrator for a review of the denied claim. The Plan Administrator will handle the appeal in accordance with its reasonable claims procedures, as required by law.

Participants may also send written complaints concerning the Wellness Program to the Plan Administrator.

#### **9.5 Complaints and Appeals to Plan Administrator**

The Delta Dental Component Documents provide for a complaint and appeals process. In addition to sending a complaint to Delta Dental, Participants may also send written complaints to the Plan Administrator. Furthermore, in addition to filing an internal appeal with Delta Dental, Participants may also file a written internal appeal with the Plan Administrator, as described in the Delta Dental Component Document. All requirements set forth in the Delta Dental Component Document concerning the complaint and appeal process also apply when a Participant sends a complaint or internal appeal directly to the Plan Administrator.

The written complaints and internal appeals for the Dental Component Benefit Program can be sent to the Plan Administrator at the following address:

Tim Klopfenstein  
Virginia Private Colleges Benefits Consortium, Inc.  
118 Main St.  
P.O. Box 1005  
Bedford, VA 24523

## **9.6 Administrative Exhaustion Requirement**

All claim review procedures provided for in the applicable Component Documents must be exhausted before any legal action is brought including a claim for benefits or for breach of fiduciary duty.

## **9.7 Limitation on Actions**

To the extent not otherwise specified in the applicable Component Document, any legal action for the recovery of any benefits or breach of fiduciary duty must be commenced within one year after the applicable Claims Administrator's claim review procedures have been exhausted.

## **9.8 Failure to File a Request**

If the Participant fails to file a request for review in accordance with the claims procedures outlined herein and in the Component Documents, the Participant shall have no right of review and shall have no right to bring action in any court. The denial of the claim shall become final and binding on all persons for all purposes.

## Section 10 Statement of ERISA Rights

### 10.1 Participant's Rights

Participants are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to the following rights:

### 10.2 Receive Information About Participant's Plan and Benefits

The Participant may examine without charge at the Consortium's principal office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

The Participant may obtain, upon written request to the Consortium, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

The Participant may receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Consortium, as Plan Administrator, is required by law to furnish each Participant with a copy of this summary annual report.

### 10.3 COBRA

The Participant may continue coverage for themselves, spouse, or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. The Participant, spouse, or Dependents may have to pay for such coverage. Review this Wrap-Around PD and SPD and the Component Documents on the rules governing Participant's COBRA continuation coverage rights.

### 10.4 Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Participant and other Plan Participants and beneficiaries. No one, including Employer or any other person, may fire the Participant or otherwise discriminate against the Participant in any way to prevent the Participant from obtaining a Plan benefit or exercising his or her rights under ERISA.

### 10.5 Enforce Participant's Rights

If the Participant's claim for a welfare benefit is denied or ignored, in whole or in part, the Participant has 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 that the Participant can take to enforce the above rights. For instance, if Participant requests a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, the Participant may file suit in a federal court. In such a case, the court may require the Employer, as Plan Administrator to provide the materials and pay the Participant up to \$110 per day until the Participant receives the materials unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If the Participant has a claim for benefits, which is denied or ignored in whole or in part, and if the Participant has exhausted the claims procedures available to the Participant under the Plan, then the Participant may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if the Participant is discriminated against for asserting their rights, the Participant may seek assistance from the U.S. Department of Labor, or the Participant may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person the Participant sued to pay these costs and fees, if the Participant loses, the court may order the Participant to pay these costs and fees.

#### **10.6 Evidence in Litigation**

If the Participant files suit in a state or federal court, only evidence which was previously submitted during the claims or appeals process may be submitted. No new evidence may be submitted in court.

#### **10.7 Assistance with Questions**

If the Participant has any questions about the Plan, the Participant can contact Tim Klopfenstein at (540) 586-1803 or by mail at Virginia Private Colleges Benefits Consortium, Inc., P.O. Box 1005, Bedford, VA 24523. If the Participant has any questions about this statement or about Participant's rights under ERISA, or if assistance is needed in obtaining documents from the Plan Administrator of the various Component Benefit Programs, the Participant should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in the Participant's telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. The Participant may also obtain certain publications about the Participant's rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**Section 11**  
**Plan Information**

**11.1 Component Benefit Contracts Control**

Benefits under the Anthem Vision Component Benefit Program are provided solely pursuant to contracts between the Consortium and Anthem, as set forth in the Anthem Component Document.

Benefits under the UniView Vision Component Benefit Program are provided solely pursuant to contracts between the Consortium and UNICARE Life & Health Insurance Company, as set forth in the UniView Vision/ UNICARE Life & Health Insurance Company Component Document.

Benefits under the Dental Component Benefit Programs are provided solely pursuant to contracts between the Consortium and Delta Dental, as set forth in the Delta Dental Component Document.

Benefits under the Wellness Component Benefit Program are provided solely pursuant to the Wellness Component Document.

Except for Section 3 of this document on eligibility, if the terms of this Wrap-Around PD and SPD conflict with the terms of the Component Document, the terms of the Component Document will control, unless superseded by applicable law.

**11.2 Compliance with Federal Mandates**

To the extent applicable, the Plan will provide benefits in accordance with the requirements of all applicable laws and as described in the Component Documents, including the following:

- Employee Retirement Income Security Act of 1974 (ERISA);
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA);
- Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Genetic Information Nondiscrimination Act of 2008 (GINA);
- The Health Information Technology for Economic and Clinical Health Act (HITECH);  
and
- Affordable Care Act (ACA)

**11.3 Verification**

The Plan Administrator for the various Component Benefit Programs shall be entitled to require reasonable information to verify any claim or the status of any person as an Employee or Dependent. If the Employee or Dependent does not supply the requested information within the applicable time limits or provide a release for such information, such Employee or Dependent shall not be entitled to benefits under the Plan.

#### **11.4 Limitation of Rights**

Nothing appearing in or done pursuant to the Plan shall be held or construed:

- To give any person any legal or equitable right against the Employer, any of its employees, or persons connected therewith, except as provided by law; or
- To give any person any legal or equitable right to any assets of the Plan or any related trust, except as expressly provide herein or as provided by law.

#### **11.5 Governing Law**

The Plan is intended to be construed, and all rights and duties hereunder are to be governed, in accordance with the laws of the Commonwealth of Virginia, except to the extent such laws are preempted by ERISA or other federal law.

#### **11.6 Severability**

If any provision of the Plan is held invalid or unenforceable, its validity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### **11.7 Caption**

The captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan nor in any way shall affect the Plan or the construction of any provision thereof.

#### **11.8 Federal Tax Disclaimer**

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform each Participant that to the extent this communication (including any of the Component Documents) contains advice relating to a Federal tax issue, it is not intended or written to be used, and it may not be used, for the purpose of (a) avoiding any penalties that may be imposed on the Participant or any other person or entity under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or matter addressed herein. If the Participant is not the original addressee of this communication, the Participant should seek advice from an independent advisor based on the particular circumstances.

**IN WITNESS WHEREOF**, the Virginia Private Colleges Benefits Consortium, Inc. has caused this Wrap-Around Plan Document and Summary Plan Description to be executed, effective January 1, 2017.

## Glossary

Capitalized terms used in this Plan Document have the following meanings:

**Code** means the Internal Revenue Code of 1986, as amended.

**Component Benefit** means the specific benefits contained within a certificate, booklet, summary or other governing document in which an Employee participates.

**Component Benefit Program** means the program under which the specific Component Benefits are held.

**Component Document** means a certificate, booklet or summary issued by an insurance company or another governing document prepared by the Plan summarizing the Component Benefit Programs.

**Consortium** means the Virginia Private Colleges Benefits Consortium, Inc.

**Dependent** shall mean any person described below who is:

- Spouse. The legally recognized spouse of a Participant, provided that a spouse that is legally separated or divorced from the Participant shall not be a Dependent, except for purposes of COBRA Continuation Coverage.
- Child. A child up to the end of the Plan Year when such child attains age 26, who is:
  - A natural child;
  - A legally adopted child, which shall be defined as a child adopted or placed for adoption with the Participant or the Participant's spouse. The child's placement for adoption ends upon the termination of the legal obligation;
  - A stepchild;
  - A child of a Participant required to be covered in accordance with applicable requirements of any Qualified Medical Child Support Order as defined by ERISA Section 609; or
  - A child with proof of legal guardianship for whom the Participant or the Participant's spouse is the court-appointed legal guardian.
- Disabled Child. A child, as defined above, regardless of age, who is incapable of self-sustaining employment due to a severe physical or mental condition that is expected to last indefinitely and who is dependent on a Participant or a Participant's Spouse for support and maintenance. Written proof of such incapacity and dependency satisfactory to the Plan must be furnished and approved by the Plan within thirty-one (31) days after the date the child attains the limiting age under the bullets above. The Plan may require, at reasonable intervals, subsequent proof satisfactory to the Plan.
- Dependent Limitations. In addition to the above limitations, Dependent does not include:
  - The Spouse if on active duty in the Armed Forces of any country, unless such Spouse is considered a TRICARE eligible employee, as defined under 10 U.S.C. § 1086;



- A grandchild of the Participant or the Participant's Spouse, unless either is named the legal guardian of the child.

For purposes of coverage under this Plan, if both parents are Participants, a Dependent shall only be covered as a Dependent under this Plan by one parent.

**Eligible Retiree** shall mean each Employee who is a Participant in the Plan during the three month period immediately prior to retirement from an Employer, was Actively at Work on the day prior to retirement, meets both a minimum age of 55 years and a minimum service of 10 years of continuous service as an Employee with an Employer, and the sum of such Employee's age and years of service is at least 70.

**Employee** shall mean:

- An Employee regularly scheduled to work at a position for a minimum of 75% of a full time Employee load as defined by the Member **and** shall not be less than 30 hours per week or 1560 hours per year;
- A faculty member teaching a minimum 75% of a full time teaching load, or equivalent, during the academic year with a Member;

(For purposes of this calculation, Adjunct Faculty will be calculated with (a) 2.25 hours of service per week for each hour of teaching or classroom time, which represents a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers, and, separately, (b) an hour of service per week for each additional hour outside of the classroom the faculty member spends performing duties he or she is required to perform, such as required office hours or required attendance at faculty meetings. The Member colleges may also use an alternate reasonable method that can be considered consistent with the above method, to calculate an Adjunct Faculty's hours of service.)

- An Employee that participates in either a "phased retirement" or "flexible retirement" program as defined by the employing Member institution;
- An Employee on an Approved Leave of Absence;
- An Employee on an Approved Sabbatical; or
- An Employee on an Approved Disability Leave.

The term **Employee** shall not include

- Leased employees;
- Collectively bargained employees, unless an agreement between the Member and the collectively bargained group specifies coverage for such individuals;
- Temporary employees;
- A member of the Member's board of directors, an owner, partner or officer unless engaged in the conduct of the business on a full time basis;
- An independent contractor or consultant who is paid on other than a regular wage or salary by the Member; or

- A student employee that is not paid or who is not entitled to pay or who is engaged in a federal work study program or similar program of a state or a political subdivision of a state.

**Employer** shall have the same meaning as Member, below.

**Group Administrator** has the same meaning as Plan Administrator, below.

**Member** shall mean the independently governed and operated institutions of higher education in the Commonwealth of Virginia who are Members of the Council of Independent Colleges in Virginia, operating as Virginia Private Colleges, and who are approved for membership as set forth in the Articles of Incorporation and Bylaws of the VPC Benefits Consortium. The term Member shall also mean any affiliated foundation or other entity associated with such institutions, and any other entity adopting the Plan with the approval of its governing body and the VPC Benefits Consortium as set forth in its Articles of Association. If a Member merges or is otherwise consolidated with any affiliate, the successor shall, as to the group of Members covered by the Plan immediately before such merger or consolidation, be the Member as defined hereunder, unless the VPC Benefits Consortium specifies to the contrary. In the case of any other merger or consolidation, the successor shall not be the Member except to the extent that it acts, with the approval of the VPC Benefits Consortium, to adopt the Plan.

**Part Time Employee** shall mean:

- An Employee regularly scheduled to work at a position for a minimum of 1000 hours per year or equivalent, but less than the required number of hours to meet the definition of an Employee; or
- A faculty member teaching at least 50% of a full teaching load, or equivalent, but less than the required teaching load to meet the definition of an Employee, as determined by the Member Institution.

(For purposes of this calculation, Adjunct Faculty will be calculated with (a) 2.25 hours of service per week for each hour of teaching or classroom time, which represents a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers, and, separately, (b) an hour of service per week for each additional hour outside of the classroom the faculty member spends performing duties he or she is required to perform, such as required office hours or required attendance at faculty meetings. The Member colleges may also use an alternate reasonable method that can be considered consistent with the above method, to calculate an Adjunct Faculty's hours of service.)

The term Part Time Employee shall not include:

- Leased Employees;
- Collectively bargained Employees, unless an agreement between the Member and the collectively bargained group specifies coverage for such individuals;
- Temporary Employees;
- A member of the Member's board of directors, an owner, partner or officer unless engaged in the conduct of the business on a full time basis;

- An independent contractor or consultant who is paid on other than a regular wage or salary by the Member; or
- A student employee that is not paid or who is not entitled to pay or who is engaged in a federal work study program or similar program of a state or a political subdivision of a state.

A Part Time Employee must properly enroll in the Plan, continuously meet the requirements for eligibility and pay the required contributions on a timely basis, as described in the Enrollment Contributions Section.

**Participant** means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Section 3.

**Plan** means this Virginia Private Colleges Benefits Consortium, Inc. Health and Welfare Benefits Plan

**Plan Administrator** means the entity identified as the Plan Administrator in Section 2.

**Subscriber** has the same meaning as Participant, above.

## **Appendix A**

### **Component Benefit Programs**

The following documents are attached to the Mega-Wrap PD and SPD and explain the Component Benefit Programs:

- Component Document 1: Anthem Vision Plan Group Policy
- Component Document 2: UniView Vision/ UNICARE Life & Health Insurance Company Certificate of Insurance
- Component Document 3: Delta Dental Evidence of Coverage for the:
- Low Plan- Prevention First
  - High Plan- Prevention First
  - Low Voluntary Plan- Prevention First
  - High Voluntary Plan- Prevention First
  - Low Plan- Max Over
  - High Plan- Max Over
- Component Document 4: Summary of Wellness Services