XAVIER UNIVERSITY
MEDICAL PLAN

PLAN DOCUMENT
&
SUMMARY PLAN DESCRIPTION

Effective January 1, 2022

This document is a Summary Plan Description ("SPD") as required by the Employee Retirement Income Security Act of 1974 ("ERISA"). When accompanied by the Benefits Booklets, this document becomes the SPD and the Plan Document for the Medical Plan. If the terms of this document conflict with the terms of the Benefits Booklet, then the terms of those documents will control.

Section 1: General Plan Information

Plan Name:	The Medical Plan is a component plans are all part of the Xavier University Employee Benefit Plan.
Plan Number:	504
Employer/Plan Sponsor Name, Address and Phone Number:	Xavier University 3800 Victory Parkway Cincinnati, OH 45207 (513)-745-3638
Employer's EIN:	31-0537516
Plan Year:	January 1- December 31
Effective Date:	The effective date of this Plan and SPD is January 1, 2022.
Plan Administrator and Named Fiduciary:	Xavier University 3800 Victory Parkway Cincinnati, OH 45207

The Plan Administrator has authority to control and manage the operation and administration of the Medical Plan, and complete discretion to interpret Plan terms. The Plan Administrator has complete discretion to interpret all Plan terms and to make all interpretative and factual determinations as to whether any individual is entitled to receive any benefit under the terms of the Medical Plan. Any interpretation, determination, or other action of the Medical Plan Administrator shall be subject to reversal only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the Plan Administrator shall be based only on evidence presented to, or considered by, the Plan Administrator at the time it made the decision that is the subject of review. Accepting any benefits or making any claim for benefits under this Plan constitutes agreement with, and consent to, any decisions that the Plan Administrator makes, in its sole discretion and, further, constitutes agreement to the limited standard and scope of review described by this Plan.

Agent for Service of Legal Process:	Xavier University Attn: General Counsel 3800 Victory Parkway Cincinnati, OH 45207 Service of legal process may also be made on the Plan Administrator.
Plan Changes or Termination:	The Plan Administrator may terminate, suspend, withdraw, amend or modify any Plan in whole or in part at any time, with or without notice.
Employee:	The term "Employee" means a common law employee of the Employer who otherwise meets eligibility criteria for each type of Plan benefit. The term "Employee" excludes individuals classified by the Employer as independent contractors, leased or agency employees (or the equivalent), regardless of whether or not such individuals are in fact common law employees of the Employer for tax or other purposes.
Claims Administrator Name, Address and Phone Number:	Anthem Blue Cross Blue Shield 4241 Irwin Simpson Road Mason, OH 45040 (833) 363-1429
Types of Benefits:	Medical Plan
Funding Arrangement:	This is a self-funded plan that is paid through the general assets of the Employer and through contributions by participants.

Section 2: Eligibility

A. Eligibility Requirements

i. General

Unless you are in an excluded group, you are eligible to participate in the Medical Plan if you are reasonably expected to work 30 hours or more per week. If you timely enroll in coverage, your coverage will be effective as of the first of the month following your date of hire. If you switch positions or otherwise go from working less than 30 hours per week to a position that is reasonably expected to work 30 hours per week, you will be eligible for coverage as of the first day of the month following the change.

Adjuncts are not eligible to participate in the Medical Plan. Employees who are classified by the Employer as temporary or student employees are not eligible to participate in the Medical Plan, unless they become regularly scheduled to work 30 or more hours per week.

If you decline enrollment in any the Medical Plan during the initial enrollment period, you will not be eligible for coverage until the first day of the next Plan Year unless you qualify for a mid-year election event (see Section C below).

ii. Lookback Eligibility for Medical Plan

Solely for purposes of eligibility in the Medical Plan, if you do not meet the eligibility requirements above, you may also be eligible for coverage under the Medical Plan if you satisfy the eligibility standard during a measurement period described below. Generally speaking, whether you are eligible for coverage depends upon whether you worked an average of 30 hours per week over the course of a measurement period. This is called the "lookback" method—the Employer looks back at your prior service to determine whether you will be considered full-time and eligible to enroll in coverage during a subsequent "stability" period.

To determine whether you are eligible for benefits under the Medical Plan, the Employer will measure the hours you worked from October 16 to October 15 each year. If you work an average of at least 30 hours per week during the measurement period, you will be eligible to participate in the Medical Plan for the following Plan Year, even if your hours or wages decrease, so long as you remain an employee and continue to make any required contributions toward your coverage. Following each measurement period, the Employer will inform you if you are eligible for benefits for the subsequent Plan Year based on its measurement of the hours you worked.

iii. Lookback Eligibility for New Employees in Medical Plan

If you are a new employee who is not reasonably expected to work 30 or more hours per week, you may also be eligible for coverage under the Medical Plan if you satisfy the eligibility standard during your initial measurement period. The Employer will measure your hours over an initial period beginning on the first of the month following your date of hire and ending 11 months later.

If the Employer determines that you averaged at least 30 hours per week during this initial measurement period, you will be notified that you are eligible for coverage and given an opportunity to enroll in the Medical Plan during a subsequent stability period lasting 12 months. In no event will your coverage begin later than the first of the month following 13 full calendar months after your date of hire. If you become eligible for coverage after this initial measurement period for a stability period that spans two Plan Years, you will be given another opportunity to elect coverage or change your coverage election at annual enrollment) along with all other eligible Employees.

If you work an average of less than 30 hours per week during this initial measurement period, you will not be eligible for coverage under the Medical Plan. However, you may become eligible for benefits if you are determined to have worked an entire 12-month measurement period that applies to all Employees, and you average at least 30 hours per week during this period.

B. Coverage of Dependents

You may enroll your Spouse as long as you are enrolled in the Medical Plan. A Spouse is defined as an individual to whom you are legally married under the laws of any state or foreign jurisdiction.

If your Spouse is eligible for other employer-sponsored coverage, a surcharge will apply if you choose to enroll your Spouse in the Medical Plan.

You may enroll your dependent Child who is under the age of 26 in the Medical Plan as long as you are enrolled in the Medical Plan. A Child includes your natural child, stepchild, a child legally adopted (or placed with you for adoption), or child for whom you or your spouse is a legal guardian. Also, a Child includes a child who the Employer has determined is covered under a Qualified Medical Child Support Order. A Child's coverage may contain past age 25 if they meet the requirements of a disabled dependent listed in the Benefits Booklet.

C. <u>Mid-Year Coverage Changes</u>

The Medical Plan may only allow mid-year changes and enrollments in certain limited circumstances. The Medical Plan will allow any mid-year election change that is permitted by the Employer's Section 125 Plan or the HIPAA special enrollment rules and is made timely. The Medical Plan will also allow mid-year changes to comply with a Qualified Medical Child Support Order. More information on what are permissible mid-year changes can be found in the Benefits Booklet.

Section 3: When Coverage Ends

Your individual coverage terminates as of the earliest of the following events:

1. The last day of the month when you leave your employment;
2. The last day of the month when you no longer meet the eligibility requirements;
3. When you cease to make any required contributions;
4. When the Medical Plan is amended to eliminate your coverage;
5. When you commit an act (or an omission to act) that is fraudulent or an intentional misrepresentation; or
6. When the Medical Plan terminates.

Coverage continues during an approved sabbatical as long as you continue to submit your active employee premium to the Employer. Coverage during an approved medical leave of absence will continue at active employee rates until the last day of the 6th month of the leave as long as you remain employed and timely submit premium contributions. If you are approved for long-term disability benefits under the plan sponsored by the Employer, coverage will be continued for 2 years as long as your premiums are timely submitted.

The Benefits Booklet outlines when continuation coverage may be available under COBRA.

Section 4: Benefits

This SPD and Plan Document are issued in conjunction with the corresponding Benefit Booklets for the Medical Plan. For information on premiums, deductibles, out-of-pocket maximums, copayments, coinsurance, covered benefits and exclusions, refer to the Benefit Booklets and/or the information distributed to you at open enrollment.

Section 5: Claims Procedures and Limitation on Lawsuits

For how claims are determined and the details of the appeals process, please see your Benefits Booklet. If you wish to bring legal action against the Employer, the Claims Administrator or the Medical Plan, you must first exhaust the appeal procedures described in the Benefits Booklet. No legal action to recover benefits or to enforce or clarify rights under the Medical Plan may be brought by any claimant on any matter pertaining to the Medical Plan unless the legal action is commenced in the proper forum within one year of the Medical Plan's final decision on the claim or request for benefits.

Except for claims decisions that it delegates to the Claims Administrator, the Plan Administrator has exclusive responsibility for deciding claims for benefits under the Medical Plan and for deciding any appeals of denied claims. The Plan Administrator has the authority, in its complete discretion, to interpret the terms of the Medical Plan, including any Plan provisions, to decide questions of eligibility for coverage or benefits under the Medical Plan, and to make any related findings of fact. All decisions made by the Plan Administrator shall be final and binding on the Claimant to the fullest extent permitted by law.

Section 6: HIPAA

As required by law, this Plan complies with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). HIPAA provisions apply to group health plans and, not to any other benefit coverages that may be offered under this Plan.

The Medical Plan is committed to protecting medical information about you. The Medical Plan may disclose protected health information to the Employer (as Plan Sponsor) under limited circumstances, although this information will be disclosed only upon the receipt of a certification by the Employer that the Medical Plan documents have been amended to incorporate the privacy provisions, and that it will abide by them. The Medical Plan may disclose summary health information to the Employer for the purposes of obtaining premium bids, insurance coverage, or modifying, amending, or terminating the Medical Plan. The Medical Plan may disclose protected health information to carry out Plan administration functions that are consistent under applicable law. The Medical Plan may not disclose protected health information to the Employer for the purpose of employment-related actions or decisions in connection with other benefits or employee benefit plans of the Employer. For a more complete explanation, see the "Notice of Privacy Practices" which was given to you in connection with these rights.

Section 7: Not an Employment Contract

The Medical Plan is not to be considered a contract for employment between the Employee and the Employer. The Medical Plan does not guarantee the Employee the right of continued employment nor do they limit the Employer's right to discharge any Employee.

Section 8: Amendment and Termination

The Employer has the right to amend or terminate the Medical Plan at any time, with or without notice to participants and beneficiaries, provided that any material modification will be communicated at such earlier time as required by law. No consent of any participant or beneficiary

is required to amend or terminate the Medical Plan. The Employer also has the right to amend, terminate, or modify the relationship with the Claims Administrator, at any time, with or without prior written notice to you or your beneficiaries.

IN WITNESS WHEREOF, the Employer caused this Plan and Summary Plan Description to be executed effective on the 6th day of September, 2022.

XAVIER UNIVERSITY

By: Jenni Dramis

Title: Associate Vice President & Chief HR officer