

**AMENDMENT NO. 2  
JUNIATA COLLEGE  
EMPLOYEE BENEFIT PLAN**

I. The section “**SCHEDULE OF BENEFITS**” shall be amended as follows:

The subsection "**Prescription Drug Program**" shall be deleted and the following substituted therefore:

<b>Pharmacy Option</b>	
Prescription Drug Card	The Plan pays 100% after calendar year deductible is met (if applicable) and after payment of copay amount for each prescription purchased at a pharmacy
Calendar Year Deductible	
Per Person	\$50
Copay Per Prescription	Generic: \$10 copay (no deductible)
	Preferred Brand Name: 10% with a minimum \$20 copay and a maximum \$100 copay
	Nonpreferred Brand Name: 10% with a minimum \$40 copay and a maximum \$100 copay
Limitation:	34 day supply or 100 units
If the <i>covered person</i> purchases a brand name drug when a <i>generic drug</i> can be dispensed, the <i>covered person</i> will be required to pay the difference between the cost of the <i>generic drug</i> and the brand name requested, plus the usual <i>copay</i> .	
<b>Mail Order Option</b>	
Mail Order Prescription	100% after copay
Copay Per Prescription	Generic: \$20 copay
	Preferred Brand Name: \$40 copay
	Nonpreferred Brand Name: \$80 copay
Limitation:	90 day supply

II. The section “**PRESCRIPTION DRUG PROGRAM**” shall be amended as follows:

The subsection “**Pharmacy Option Deductible**” shall be added to the section, and the subsections “**Pharmacy Option Copay**” and “**Mail Order Option Copay**” shall be deleted and the following substituted therefore:

#### **PHARMACY OPTION DEDUCTIBLE**

The pharmacy option deductible is the dollar amount of *covered expense* which each *covered person* must have *incurred* for the purchase of prescription drugs under the pharmacy option during each calendar year before the *Plan* pays applicable benefits under the *Prescription Drug Program*. The pharmacy option deductible amount is shown on the *Schedule of Benefits*. The pharmacy option deductible amount is not a *covered expense* under the *Medical Expense Benefit*.

#### **PHARMACY OPTION COPAY**

After calendar year deductible is met (if applicable), the *copay* is applied to each covered pharmacy drug charge and is shown on the *Schedule of Benefits*. The *copay* amount is not a *covered expense* under the *Medical Expense Benefit*. Any one prescription is limited to a thirty-four (34) day supply or one hundred (100) unit doses.

If a drug is purchased from a *nonparticipating pharmacy*, or a *participating pharmacy* when the *covered person's* ID card is not used, the *covered person* must pay the entire cost of the prescription, including *copay*, and then submit the receipt to the prescription drug card vendor for reimbursement.

If the *covered person* purchases a brand name drug when a *generic drug* can be dispensed, the *covered person* will be required to pay the difference between the *generic drug* and the brand name requested, plus the usual *copay*.

#### **MAIL ORDER OPTION COPAY**

The *copay* is applied to each covered mail order prescription charge and is shown on the *Schedule of Benefits*. It is not a *covered expense* under the *Medical Expense Benefit*. Any one prescription is limited to a ninety (90) day supply.

III. The section “**CONTINUATION OF COVERAGE**” shall be deleted and the following substituted therefore:

#### **CONTINUATION OF COVERAGE**

In order to comply with federal regulations, this *Plan* includes a continuation of coverage option for certain individuals whose coverage would otherwise terminate. The following is intended to comply with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended.

The coverage which may be continued under this provision consists of health coverage. It does not include life insurance benefits, accidental death and dismemberment benefits, or income replacement benefits. Health coverage includes medical, prescription drug and vision benefits as provided under the *Plan*.

## QUALIFYING EVENTS

Qualifying events are any one of the following events that would cause a **covered person** to lose coverage under this **Plan** or cause an increase in required contributions, even if such loss of coverage or increase in required contributions does not take effect immediately, and allow such person to continue coverage beyond the date described in *Termination of Coverage*:

1. Death of the **employee**.
2. The **employee's** termination of employment (other than termination for gross misconduct), or reduction in work hours to less than the minimum required for coverage under the **Plan**. This event is referred to below as an "18-Month Qualifying Event."
3. Divorce or legal separation from the **employee**.
4. The **employee's** entitlement to **Medicare** benefits under Title XVIII of the Social Security Act, if it results in the loss of coverage under this **Plan**.
5. A **dependent** child no longer meets the eligibility requirements of the **Plan**.
6. The last day of leave under the Family and Medical Leave Act of 1993, or an earlier date on which the **employee** informs the **employer** that he or she will not be returning to work.
7. The call-up of an **employee** reservist to active duty.

## NOTIFICATION REQUIREMENTS

1. When eligibility for continuation of coverage results from a spouse being divorced or legally separated from a covered **employee**, or a child's loss of **dependent** status, the **employee** or **dependent** must submit a completed Qualifying Event Notification form to the **plan administrator** or its designee within sixty (60) days of the latest of:
  - (a) The date of the event;
  - (b) The date on which coverage under this **Plan** is or would be lost as a result of that event; or
  - (c) The date on which the **employee** or **dependent** is furnished with a copy of this Plan Document and Summary Plan Description.

A copy of the Qualifying Event Notification form is available from the **plan administrator** (or its designee). In addition, the **employee** or **dependent** may be required to promptly provide any supporting documentation as may be reasonably requested for purposes of verification. Failure to provide such notice and any requested supporting documentation will result in the person forfeiting their rights to continuation of coverage under this provision.

Within fourteen (14) days of the receipt of a properly completed Qualifying Event Notification, the **plan administrator** (or its designee) will notify the **employee** or **dependent** of his rights to continuation of coverage, and what process is required to elect continuation of coverage. This notice is referred to below as "Election Notice."

2. When eligibility for continuation coverage results from any qualifying event under this **Plan** other than the ones described in Paragraph 1 above, the **employer** must notify the **plan administrator** (or its designee) not later than thirty (30) days after the date on which the **employee** or **dependent** loses coverage under the **Plan** due to the qualifying event. Within fourteen (14) days of the receipt of the notice of the qualifying event, the **plan administrator** (or its designee) will furnish the Election Notice to the **employee** or **dependent**.

3. In the event it is determined that an individual seeking continuation coverage (or extension of continuation coverage) is not entitled to such coverage, the **plan administrator** (or its designee) will provide to such individual an explanation as to why the individual is not entitled to continuation coverage. This notice is referred to here as the "Non-Eligibility Notice." The Non-Eligibility Notice will be furnished in accordance with the same time frame as applicable to the furnishing of the Election Notice.
4. In the event an Election Notice is furnished, the eligible **employee** or **dependent** has sixty (60) days to decide whether to elect continued coverage. Each person who is described in the Election Notice and was covered under the **Plan** on the day before the qualifying event has the right to elect continuation of coverage on an individual basis, regardless of family enrollment. If the **employee** or **dependent** chooses to have continuation coverage, he must advise the **plan administrator** (or its designee) of this choice by returning to the **plan administrator** (or its designee) a properly completed Election Notice not later than the last day of the sixty (60) day period. If the Election Notice is mailed to the **plan administrator** (or its designee), it must be postmarked on or before the last day of the sixty (60) day period. This sixty (60) day period begins on the later of the following:
  - (a) The date coverage under the **Plan** would otherwise end; or
  - (b) The date the person receives the Election Notice from the **plan administrator** (or its designee).
5. The initial payment must be made within forty-five (45) days after the individual notifies the **employer** or the **employer's** designated representative that he has chosen to continue coverage. This payment must include all monthly premiums due, to date, since the qualifying event. Monthly premium payments are due within thirty (30) days of the due date.

#### **COST OF COVERAGE**

1. The **employer** requires that **covered persons** pay the entire costs of their continuation coverage, plus a two percent (2%) administrative fee. The payment must be remitted each month in order to maintain the coverage in force.
2. For a person originally covered as an **employee** or as a spouse, the cost of coverage is the amount applicable to an **employee** if coverage is continued for himself alone. For a person originally covered as a child and continuing coverage independent of the family unit, the cost of coverage is the amount applicable to an **employee**.

#### **WHEN CONTINUATION COVERAGE BEGINS**

When continuation coverage is elected and the initial payment is made within the time period required, coverage is reinstated back to the date of the loss of coverage, so that no break in coverage occurs. Coverage for **dependents** acquired and properly enrolled during the continuation period begins in accordance with the enrollment provisions of the **Plan**.

#### **FAMILY MEMBERS ACQUIRED DURING CONTINUATION**

A spouse or **dependent** child newly acquired during continuation coverage is eligible to be enrolled as a **dependent**. The standard enrollment provision of the **Plan** applies to enrollees during continuation coverage. A **dependent** acquired and enrolled after the original qualifying event, other than a child born to or **placed for adoption** with a covered **employee** during a period of COBRA continuation coverage, is not eligible for a separate continuation if a subsequent event results in the person's loss of coverage.

#### **EXTENSION OF CONTINUATION COVERAGE**

1. In the event any of the following events occur during the period continuation coverage resulting from an 18-Month Qualifying Event, it is possible for a **dependent's** continuation coverage to be extended:
  - (a) Death of the **employee**.
  - (b) Divorce or legal separation from the **employee**.
  - (c) The child's loss of **dependent** status.

Written notice of such event must be provided by submitting a completed Additional Extension Event Notification form to the *plan administrator* (or its designee) within sixty (60) days of the latest of:

- (i) The date of that event;
- (ii) The date on which coverage under this *Plan* would be lost as a result of that event if the first qualifying event had not occurred; or
- (iii) The date on which the *employee* or *dependent* is furnished with a copy of this Plan Document and Summary Plan Description.

A copy of the Additional Extension Event Notification form is available from the *plan administrator*. In addition, the *dependent* may be required to promptly provide any supporting documentation as may be reasonably required for purposes of verification. Failure to properly provide the Additional Extension Event Notification and any requested supporting documentation will result in the person forfeiting their rights to extend continuation coverage under this provision. In no event will any extension of continuation coverage extend beyond thirty-six (36) months from the later of the date of the first qualifying event or the date as of which continuation coverage began.

Only a person covered prior to the original qualifying event or a child born to or *placed for adoption* with a covered *employee* during a period of COBRA coverage may be eligible to continue coverage through an extension of continuation coverage as described above. Any other *dependent* acquired during continuation coverage is not eligible to extend continuation coverage as described above.

- 2. A person who loses coverage on account of an 18-Month Qualifying Event may extend the maximum period of continuation coverage from eighteen (18) months to up to twenty-nine (29) months in the event both of the following occur:

- (a) That person (or another person who is entitled to continuation coverage on account of the same 18-Month Qualifying Event) is determined by the Social Security Administration, under Title II or Title XVI of the Social Security Act, to have been disabled before the sixtieth (60<sup>th</sup>) day of continuation coverage; and
- (b) The disability status, as determined by the Social Security Administration, lasts at least until the end of the initial eighteen (18) month period of continuation coverage.

The disabled person (or his representative) must submit written proof of the Social Security Administration's disability determination to the *plan administrator* (or its designee) within the initial eighteen (18) month period of continuation coverage and no later than sixty (60) days after the latest of:

- (i) The date of the disability determination by the Social Security Administration;
- (ii) The date of the 18-Month Qualifying Event;
- (iii) The date on which the person loses (or would lose) coverage under this *Plan* as a result of the 18-Month Qualifying Event; or
- (iv) The date on which the person is furnished with a copy of this Plan Document and Summary Plan Description.

Should the disabled person fail to notify the *plan administrator* (or its designee) in writing within the time frame described above, the disabled person (and others entitled to disability extension on account of that person) will then be entitled to whatever period of continuation he or they would otherwise be entitled to, if any. The *Plan* may require that the individual pay one hundred and fifty percent (150%) of the cost of continuation coverage during the additional eleven (11) months of continuation coverage. In the event the Social Security Administration makes a final determination that the individual is no longer disabled, the individual must provide notice of that final determination no later than thirty (30) days after the later of:

- (A) The date of the final determination by the Social Security Administration; or
- (B) The date on which the individual is furnished with a copy of this Plan Document and Summary Plan Description.

## END OF CONTINUATION

Continuation of coverage under this provision will end on the earliest of the following dates:

1. Eighteen (18) months (or twenty-nine (29) months if continuation coverage is extended due to certain disability status as describe above) from the date continuation began because of an 18-Month Qualifying Event, or because of the call-up to military duty or the last day of leave under the Family and Medical Leave Act of 1993.
2. Thirty-six (36) months from the date continuation began for *dependents* whose coverage ended because of the death of the *employee*, divorce or legal separation from the *employee*, or the child's loss of *dependent* status.
3. The end of the period for which contributions are paid if the *covered person* fails to make a payment by the date specified by the *plan administrator* (or its designee). In the event continuation coverage is terminated for this reason, the individual will receive a notice describing the reason for the termination of coverage, the effective date of termination, and any rights the individual may have under this *Plan* or under applicable law to elect an alternative group or individual coverage, such as a conversion right. This notice is referred to below as an "Early Termination Notice."
4. The date coverage under this *Plan* ends and the *employer* offers no other group health benefit plan. In the event continuation coverage is terminated for this reason, the individual will receive an Early Termination Notice.
5. The date the *covered person* first becomes entitled, after the date of the *covered person's* original election of continuation coverage, to *Medicare* benefits under Title XVIII of the Social Security Act. In the event continuation coverage is terminated for this reason, the individual will receive an Early Termination Notice.
6. The date the *covered person* first becomes covered under any other employer's group health plan after the original date of the *covered person's* election of continuation coverage, but only if such group health plan does not have any exclusion or limitation that affects coverage of the *covered person's pre-existing condition*. In the event continuation coverage is terminated for this reason, the individual will receive an Early Termination Notice.
7. For the spouse or *dependent* child of a covered *employee* who becomes entitled to *Medicare* prior to the spouse's or *dependent's* election for continuation coverage, thirty-six (36) months from the date the covered *employee* becomes entitled to *Medicare*.

## SPECIAL RULES REGARDING NOTICES

1. Any notice required in connection with continuation coverage under this *Plan* must, at minimum, contain sufficient information so that the *plan administrator* (or its designee) is able to determine from such notice the *employee* and *dependent(s)* (if any), the qualifying event or disability, and the date on which the qualifying event occurred.
2. In connection with continuation coverage under this *Plan*, any notice required to be provided by any individual who is either the *employee* or a *dependent* with respect to the qualifying event may be provided by a representative acting on behalf of the *employee* or the *dependent*, and the provision of the notice by one individual shall satisfy any responsibility to provide notice on behalf of all related eligible individuals with respect to the qualifying event.
3. As to an Election Notice, Non-Eligibility Notice or Early Termination Notice:
  - (a) A single notice addressed to both the *employee* or the spouse will be sufficient as to both individuals if, on the basis of the most recent information available to the *Plan*, the spouse resides at the same location as the *employee*; and
  - (b) A single notice to the *employee* or the spouse will be sufficient as to each *dependent* child of the *employee* if, on the basis of the most recent information available to the *Plan*, the *dependent* child resides at the same location as the individual to whom such notice is provided.

## PRE-EXISTING CONDITIONS

In the event that a *covered person* becomes eligible for coverage under another employer-sponsored group health plan, and that group health plan has an applicable exclusion or limitation regarding coverage of the *covered person's pre-existing condition*, the *covered person's* continuation coverage under the *Plan* will not be affected by enrollment under that other group health plan. This *Plan* shall be primary payer for the *covered expenses* that are excluded or limited under the other employer sponsored group health plan and secondary payer for all other expenses.

## MILITARY MOBILIZATION

If an *employee* or an *employee's dependent* is called for active duty by the United States Armed Services (including the Coast Guard, the National Guard or the Public Health Service), the *employee* or the *employee's dependent* may continue their health coverages, pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

When the leave is less than thirty-one (31) days, the *employee* or *employee's dependent* may not be required to pay more than the *employee's* share, if any, applicable to that coverage. If the leave is thirty-one (31) days or longer, then the *plan administrator* (or its designee) may require the *employee* or *employee's dependent* to pay no more than one hundred and two percent (102%) of the full contribution.

The maximum length of the continuation coverage required under the Uniformed Services Employment and Reemployment Rights Act (USERRA) is the lesser of:

1. Eighteen (18) months beginning on the day that the leave commences, or
2. A period beginning on the day that the leave began and ending on the day after the *employee* fails to return to employment within the time allowed.

The period of continuation coverage under USERRA will be counted toward any continuation coverage period concurrently available under COBRA. Upon return from active duty, the *employee* or the *employee's dependent* will be reinstated without *pre-existing conditions* exclusions or a waiting period, regardless of their election of COBRA continuation coverage.

## PLAN CONTACT INFORMATION

Questions concerning this *Plan*, including any available continuation coverage, can be obtained from the *plan administrator*.

## ADDRESS CHANGES

In order to help ensure the appropriate protection of rights and benefits under this *Plan*, *covered persons* should keep the *plan administrator* informed of any changes to their current addresses.

IV. The section "DEFINITIONS" shall be amended as follows:

The subsection "Named Fiduciary for Post-Service Claim Appeals," shall be deleted and the following substituted therefore:

### *Named Fiduciary for Post-Service Claim Appeals*

CoreSource, Inc.  
P.O. Box 2920  
Clinton, IA 52733-2920

Effective January 1, 2005