



EPC

Benefit Resources, Inc.

Evangelical Presbyterian Church
Benefits Plan

Effective as of January 1, 2019

**EVANGELICAL PRESBYTERIAN CHURCH
BENEFITS PLAN**

Effective January 1, 2019

Table of Contents

	<u>Page</u>
PREAMBLE	3
ARTICLE I <u>DEFINITIONS</u>	3
1.1 <u>Applicable Benefits Program</u>	3
1.2 <u>Code</u>	3
1.3 <u>Contribution</u>	3
1.3 <u>Effective Date</u>	3
1.4 <u>Eligible Employee</u>	4
1.5 <u>Eligible Employer</u>	4
1.6 <u>ERISA</u>	4
1.7 <u>Judicatory</u>	4
1.8 <u>Participant</u>	4
1.9 <u>Participating Employer</u>	4
1.10 <u>Plan</u>	4
1.11 <u>Plan Administrator</u>	4
1.12 <u>Plan Sponsor</u>	4
1.13 <u>Plan Year</u>	4
ARTICLE II <u>PARTICIPATION</u>	4
2.1 <u>Effective Date of Participation</u>	4
2.2 <u>Cessation of Participation</u>	5
ARTICLE III <u>BENEFITS</u>	5
ARTICLE IV <u>CLAIMS PROCEDURE</u>	5
ARTICLE V <u>COBRA CONTINUATION COVERAGE</u>	5
ARTICLE VI <u>THIRD PARTY LIABILITY</u>	5
6.1 <u>Definitions</u>	5
6.2 <u>Effect of Article</u>	6
6.3 <u>Third Party Liability Is Primary as to Expenses</u>	6
6.4 <u>Duty to Reimburse Plan; Equitable Lien on Recovery</u>	6
6.5 <u>Plan’s Exclusion of Coverage for Future Expenses</u>	6
6.6 <u>Plan’s Rights of Independent Legal Action</u>	7
6.7 <u>Attorneys’ Fees, Costs and Expenses</u>	7
6.8 <u>Obligations of Participants</u>	7
6.9 <u>Limitations on Plan’s Right of Reimbursement</u>	7

ARTICLE VII	<u>ADMINISTRATION</u>	8
7.1	<u>Appointment of Committee</u>	8
7.2	<u>Powers and Responsibilities of Plan Administrator</u>	8
7.3	<u>Compensation and Expenses of Plan Administrator</u>	8
7.4	<u>Right to Receive and Release Necessary Information</u>	8
7.5	<u>Allocations and Delegations of Responsibility</u>	9
7.6	<u>Outside Assistance</u>	9
7.7	<u>Information to be Supplied by Participating Employer</u>	9
7.8	<u>Limitation of Liability</u>	9
ARTICLE VIII	<u>GENERAL PROVISIONS</u>	9
8.1	<u>Right to Terminate or Amend</u>	9
8.2	<u>Effect on Employment</u>	10
8.3	<u>Funding</u>	10
8.4	<u>Participant's Responsibility</u>	10
8.5	<u>Indemnification</u>	10
8.6	<u>Missing Person</u>	11
8.7	<u>Right of Recovery</u>	11
8.8	<u>Governing Law</u>	11
8.9	<u>Severability of Provisions</u>	11
8.10	<u>Adoption of Plan</u>	11
8.11	<u>Coordination with other Benefits</u>	11
8.12	<u>Fraudulent Claims</u>	11
ARTICLE IX	<u>USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION</u>	11
9.1	<u>Definitions</u>	11
9.2	<u>The Use and Disclosure of Protected Health Information</u>	12
9.3	<u>Disclosure to the Plan Sponsor</u>	14
9.4	<u>Additional Agreements of Plan Sponsor</u>	14
9.5	<u>Adequate Separation between the Plan and the Plan Sponsor</u>	15
9.6	<u>Consistency with HIPAA and HIPAA Regulations</u>	16
9.7	<u>Other Uses and Disclosures of Health Information</u>	16
APPENDIX A	<u>Medical Plan</u>	17
APPENDIX B	<u>Prescription Drug Plan</u>	18
APPENDIX C	<u>Dental Plan</u>	19
APPENDIX D	<u>Vision Plan</u>	20
APPENDIX E	<u>Life/AD & D/Long Term Disability Plan</u>	21

PREAMBLE

The Evangelical Presbyterian Church Benefits Plan (the “Plan”) is hereby established by the Evangelical Presbyterian Church, effective as of January 1, 2015 and last amended and restated as of January 1, 2019, for use by those of its member judicatories, particular member churches and other entities designated by the EPC who wish to adopt the Plan.

The Plan is intended to be a “church plan” within the meaning of section 414(e) of the Internal Revenue Code (“Code”) and section 3(33) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and is therefore exempt from ERISA. It is intended that the Plan shall be interpreted to comply with the applicable provisions of the Code and all applicable regulations and rulings issued under the Code. Should it come to the attention of the Plan Administrator that any term of the Plan, or its operation, is inconsistent with these Code provisions, the Plan Administrator shall have the power to make such corrections in the form or administration of the Plan as it may deem necessary, in its absolute discretion, to remedy the inconsistencies.

This document, together with the Appendices attached hereto, contains the entire Plan. The Plan consists of a group life insurance and accidental death and dismemberment plan within the meaning of Section 79 of the Code, and an accident and health plan (including medical, prescription drug, dental and vision benefits) and long-term disability plan within the meaning of Sections 104 and 105 of the Code. This Plan does not include the Evangelical Presbyterian Church 403(b) Defined Contribution Retirement Plan which is a separate plan.

ARTICLE I DEFINITIONS

The following capitalized words and phrases when used in the text of the Plan shall have the meanings set forth below. Words in the masculine gender shall connote the feminine gender as well. Whenever any words are used in the singular form, they shall be construed as though they were used in the plural form in all cases where they would so apply.

1.1 “Applicable Benefits Program” shall mean each of the welfare benefit programs offered by the Evangelical Presbyterian Church as described in the summary plan descriptions, insurance policies, evidences of coverage, certificates of coverage and other similar documents attached hereto as Appendices. Notwithstanding anything to the contrary in the Applicable Benefits Program documents attached to the Appendices hereof, the name of the Plan under which the benefits program is provided is the Evangelical Presbyterian Church Benefits Plan.

1.2 “Code” means the Internal Revenue Code of 1986, as amended from time to time.

1.3 “Effective Date” of the Plan means January 1, 2015. Effective Date of the restated Plan means January 1, 2019.

1.4 “Contribution” means the monthly rate paid by or on behalf of an Eligible Employee or eligible retired employee to receive coverage under an Applicable Benefits Program

1.5 “Eligible Employee” means an employee eligible to participate in an Applicable Benefits Program as described in each Applicable Benefits Program. Notwithstanding any provision of the Plan or Applicable Benefits Program to the contrary, no individual who is designated, compensated, or otherwise classified or treated by the Participating Employer which employs such individual as an independent contractor, leased employee, or in any capacity other than that of a common law employee shall be an Eligible Employee, unless the respective Applicable Benefits Program specifically and expressly provides otherwise.

1.6 “Eligible Employer” means a Judicatory, a particular member church of the Evangelical Presbyterian Church, or other eligible entity designated by the EPC. A not-for-profit corporation or organization that is legally controlled by a Judicatory, a particular church or the officers of a church (as identified in the EPC Book of Government) shall be considered as an Eligible Employer under the Plan. Subject to designation by the EPC, an “Eligible Employer” shall also include any organization that employs an ordained, licensed or commissioned minister who is properly credentialed by the Evangelical Presbyterian Church and who is performing duties in the exercise of his ministry, but solely with respect to participation in the Plan by such minister.

1.7 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.8 “Judicatory” means the General Assembly of the Evangelical Presbyterian Church or any of the Presbyteries of the Evangelical Presbyterian Church.

1.98 “Participant” means an individual who is participating in the Plan in accordance with all of the terms, provisions and conditions of an Applicable Benefits Program, whether as an Eligible Employee, spouse, dependent or as a member of any other category of individuals covered under the Plan.

1.10 “Participating Employer” means an Eligible Employer that elects to participate in and be subject to the provisions of this Plan by completing and returning all required participation forms to the Plan Administrator.

1.11 “Plan” means the Evangelical Presbyterian Church Benefits Plan.

1.12 “Plan Administrator” means EPC Benefit Resources Inc.

1.13 “Plan Sponsor” means the Evangelical Presbyterian Church.

1.14 “Plan Year” means the twelve (12) month calendar period ending on December 31 of each year.

ARTICLE II **PARTICIPATION**

2.1 Effective Date of Participation. Each Eligible Employee or other individual who is entitled to participate in the Plan shall be entitled to become a Participant in the Plan in accordance

with all of the terms, provisions and conditions of the Applicable Benefits Program, provided, however, that in order to become a Participant, each Eligible Employee or other eligible individual must timely enroll and complete any other requirements imposed as a condition to participation under the Applicable Benefits Program, including, but not limited to, agreeing to timely make Contributions, if any, required under the terms of the Plan.

2.2 Cessation of Participation. The participation in the Plan with respect to an Applicable Benefits Program by any Participant shall terminate in accordance with the termination of participation provisions of the Applicable Benefits Program, except to the extent that such participation may be continued under Article V hereof.

ARTICLE III **BENEFITS**

Coverage for certain expenses incurred on or after the Effective Date by a Participant shall be as provided in the Applicable Benefit Programs. The provisions of the Applicable Benefits Programs are hereby incorporated by reference hereunder and made a part hereof for purposes of determining the benefits provided to or on behalf of a Participant. The rights and conditions with respect to the benefits payable pursuant to the Applicable Benefits Programs shall be determined exclusively from such Applicable Benefits Programs, notwithstanding any inconsistent oral or written statements of any person or entity. No benefits shall be payable under the Plan other than the benefits provided by the Applicable Benefits Programs or other document(s) referenced herein. Notwithstanding anything to the contrary in the Plan, any Applicable Benefits Program or in any other document describing Plan benefits, the Plan shall provide all benefits which are required under applicable laws and regulations.

ARTICLE IV **CLAIMS PROCEDURE**

Each Applicable Benefits Program will follow the claims procedure set forth in its plan document, which is hereby incorporated by reference and made a part of this Plan.

ARTICLE V **CONTINUATION COVERAGE**

With respect to an Applicable Benefits Program that is a Group Health Plan, as defined in Section 6.1(a) below, any provisions for continuation of health coverage shall apply to the extent, and in accordance with the procedures, set forth in the Applicable Benefits Program.

ARTICLE VI **THIRD PARTY LIABILITY**

6.1 Definitions. For purposes of this Article VI, the following words or phrases in quotes when capitalized will have the meaning set forth below.

(a) “**Group Health Plan**” means each Applicable Benefits Program which is a group health plan within the meaning of section 5000(b)(1) of the Code, and/or a group health plan within the meaning of section 607(1) of ERISA, as applicable. As of January 1, 2015, the Medical Plan, the Prescription Drug Plan, the Dental Plan, and the Vision Plan are Group Health Plans for purposes of this Article VI.

(b) “**Recovery**” means an amount obtained by or for the benefit of a Participant from a third party, such third party’s liability carrier, or in the case of uninsured or underinsured motorist coverage, from such Participant’s automobile insurance carrier because of a sickness or injury caused by the fault of a third party. In the case of a Recovery which, in whole or in part, includes assets other than cash or cash equivalents, the Plan Administrator shall determine the monetary value thereof.

6.2 Effect of Article. The provisions of this Article VI shall apply only with respect to an Applicable Benefits Program that is a Group Health Plan, and are in addition to any similar provisions set forth in the Applicable Benefits Programs.

6.3 Third Party Liability Is Primary as to Expenses. The Plan shall not be primarily responsible or liable for the payment of benefits for expenses incurred by a Participant or because of a sickness or injury caused by the fault of a third party. Accordingly and in accordance with the provisions of this Article VI, the Plan shall be and is entitled to the benefit of any Recovery or right of Recovery which a Participant may have which relates to a sickness or injury for which a third party was, is or may become liable without regard to any characterization between such third party and the Participant, a court, a jury or any other person or entity of such liability as being predicated upon pain and suffering, mental anguish, punitive damages, wrongful death or any other basis other than for medical or other welfare benefits and without regard to whether the liability of such third party is reduced to a Recovery as a result of legal proceedings, arbitration, compromise settlement or otherwise.

6.4 Duty to Reimburse Plan; Equitable Lien on Recovery. Any Participant and any other person or entity acting on behalf of a Participant or a Participant’s estate who receives a Recovery due to a sickness or injury of such Participant for which a third party is liable shall be obligated to reimburse the Plan for the full amount of benefits paid by the Plan, or for which the Plan has obligation to pay, for expenses incurred by such Participant because of such sickness or injury, and the Plan shall have an equitable lien on any such Recovery up to the amount of any such benefits. If a Participant, or any person or entity acting on behalf of a Participant, receives a Recovery, such Participant or other person or entity shall hold such money in trust for the Plan to the extent of the Plan’s rights under this Article VI.

6.5 Plan’s Exclusion of Coverage for Future Expenses. If a third party is liable for the sickness or injury of a Participant and a Recovery is obtained therefore by or on behalf of the Participant or the Participant’s estate, the Plan shall have no obligation to pay any benefits and therefore shall be excluded from future coverage by the Plan for any and all expenses thereafter incurred by such Participant for, in connection with or relating to such sickness or injury until the Plan has received the full amount of reimbursement to which it is entitled under Section 6.4 above.

6.6 Plan's Rights of Independent Legal Action. If a Participant has incurred, incurs or may incur expenses because of a sickness or injury for which a third party is liable, the Plan shall have the right but not the duty to protect its interests by (a) bringing an action in the name of the Plan or of the Participant against the third party, such third party's liability carrier, or in the case of uninsured or under-insured motorist coverage, against such Participant's automobile insurance carrier or (b) joining or intervening in any action by a Participant against any third party, such third party's insurer or in the case of uninsured or underinsured motorist coverage, against such Participant's automobile insurance carrier. The Plan's failure to bring an action or to join or intervene in litigation pursuant to its rights under this Section 6.6 shall not affect or impair the Plan's rights under this Article VI.

6.7 Attorneys' Fees, Costs and Expenses. The Plan's rights of reimbursement, recovery and covered expense exclusion pursuant to this Article VI shall not be limited or reduced pro rata or otherwise for attorney's fees, costs or expenses incurred by a Participant in seeking a Recovery except with the express written consent of the Plan Administrator.

6.8 Obligations of Participants. Each Participant who incurs any sickness or injury for which a third party may be liable shall promptly inform the Plan Administrator thereof. Such Participant and any person or entity acting on behalf of such Participant or Participant's estate shall have an affirmative obligation to cooperate in reimbursing the Plan and in otherwise assuring the Plan's rights under this Article VI, shall execute and deliver to the Plan Administrator all assignments and other documents requested by the Plan Administrator for enforcing the Plan's rights under this Article VI, shall not take any action which might prejudice the Plan's rights under this Article VI, and shall not release any third party (even if the release purports to be partial release or release for the excess liability over Plan benefits) without the consent of the Plan Administrator, which consent shall not be unreasonably withheld. The Plan's rights under this Article VI shall not be affected by a release of any third party entered into without the consent of the Plan Administrator. If a Participant initiates a liability claim against any third party or such third party's liability carrier or reimbursement is sought from such Participant's own automobile insurance carrier under the uninsured or underinsured motorist endorsement, the amounts described in Section 6.4 and amounts to cover all future medical expenses for which the Plan would otherwise pay benefits relating to the sickness or injury which is the basis of such liability claim must be included in the claim.

6.9 Limitations on Plan's Right of Reimbursement. In the event that a Recovery relating to a sickness or injury is insufficient to cover all medical expenses paid or payable by both the Plan and the Participant, as applicable, for services and supplies incurred in treating such sickness or injury, the amount of the Recovery relating to such sickness or injury which shall be subject to the Plan's rights of reimbursement pursuant to this Article VI shall be reduced by such medical expenses incurred and paid by the Participant in connection with the treatment of such sickness or injury which were not reimbursed or will not be subject to reimbursement by the Plan as the Plan Administrator may, in its sole discretion and on a case-by-case basis, determine.

ARTICLE VII
ADMINISTRATION

7.1 Appointment of Committee. The Plan Administrator may, in its discretion, appoint one or more committee(s) which shall have the power and authority to assist with administration of the Plan. Each committee member shall serve at the pleasure of, and may be removed by, the Plan Administrator without cause. Vacancies in any committee arising by resignation, death, removal or otherwise shall be filled by a delegate of the Plan Administrator. The number of members of the committee shall be not less than three.

7.2 Powers and Responsibilities of Plan Administrator.

(a) **General.** The Plan Administrator has the discretionary authority to establish and implement rules for the operation and administration of the Plan; to construe and interpret the provisions of the Plan; and to make factual determinations under the Plan. This includes the power to determine the rights or eligibility of any person to benefits under the Plan and the amounts of their benefits. In addition, the Plan Administrator can remedy ambiguities, inconsistencies or omissions under the Plan and take any other actions necessary or advisable for the operation and administration of the Plan, including the appointment or designation of any person or persons the Plan Administrator deems necessary or advisable to carry out the administration and operation of the Plan. Any decision by the Plan Administrator shall be final, binding and conclusive on all eligible employees, retirees and any other persons.

(b) **Recordkeeping.** The Plan Administrator shall keep full and complete records of the administration of the Plan.

(c) **Inspection of Records.** The Plan Administrator shall, during normal business hours, make available to each Participant for examination by him at the principal office of the Plan Administrator, a copy of the Plan and such records of the Plan Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

7.3 Compensation and Expenses of Plan Administrator. The Plan Administrator shall serve without compensation for services as such. All expenses of the Plan Administrator shall be paid by the Participating Employers. Such expenses shall include any expense incidental to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

7.4 Right to Receive and Release Necessary Information. The Plan Administrator may release or obtain any information necessary for the application, implementation and determination of the Plan or other plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person. Any individual claiming benefits under the Plan shall release to the Plan Administrator such information as the Plan Administrator, in its sole discretion, determines to be necessary to implement this provision.

7.5 Allocations and Delegations of Responsibility. The Plan Administrator shall have the authority to allocate or delegate, from time to time, in writing all or any part of its responsibilities, including discretionary authority, under the Plan to such person(s) or entity(ies) as the Plan Administrator may deem advisable and may revoke any such allocation or delegation of responsibility. Such appointment and delegation must be in writing, specifying the powers or duties being delegated, and must be accepted in writing by the delegate and approved by the Plan Sponsor if required. Any action of such person in the exercise of such allocated or delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Evangelical Presbyterian Church or the Plan Administrator. Neither the Evangelical Presbyterian Church nor the Plan Administrator shall be liable for any acts or omissions of any delegate. Any delegate shall report periodically to the Plan Administrator concerning the discharge of the allocated or delegated responsibilities.

7.6 Outside Assistance. The Plan Administrator may refer technical questions to insurance claims administrators, consultants, attorneys, medical professionals or others, as he deems necessary for the proper administration of the Plan.

7.7 Information to be Supplied by Participating Employer. Each Participating Employer shall supply to the Plan Administrator, within a reasonable time and in such form as the Plan Administrator shall require, the names of all Eligible Employees who incurred a termination of employment or layoff during a particular month, the date of each such event, and all such other information as the Plan Administrator may request from time to time. The Plan Administrator may rely conclusively on the information certified to it by a Participating Employer. Each Participating Employer shall provide to the Plan Administrator or its delegate such information as it shall from time to time need in the discharge of its duties.

7.8 Limitation of Liability. The Plan Administrator shall be entitled to rely upon information from any source assumed in good faith to be correct.

ARTICLE VIII **GENERAL PROVISIONS**

8.1 Right to Terminate or Amend. The Plan Sponsor may, in its sole and absolute discretion, terminate the Plan at any time without liability whatsoever for such discontinuance or termination. The Plan Sponsor reserves the right at any time and from time to time, without notice, to modify, alter, or amend, in whole or in part, any or all of the provisions of the Plan, or to make any modifications or amendments to the Plan retroactively that are necessary or appropriate to qualify or maintain the Plan as a plan meeting an applicable section of the Code. Such modification, alteration or amendment of the Plan by the Plan Sponsor may be by resolution or by such other action permitted by the Plan Sponsor's charter, bylaws, or such other method permitted by the laws of the state of incorporation of the Plan Sponsor. The Plan Sponsor may delegate any part or all of its authority under this Section to any person(s), group(s) or entity(ies). The Plan Administrator may amend the Plan in order to conform to legal and legislative requirements and administrative needs.

8.2 Effect on Employment. Participation in the Plan shall not lessen or otherwise affect the responsibility of an Eligible Employee to perform fully his duties in a satisfactory and workmanlike manner. This Plan shall not be deemed to constitute a contract between any Participating Employer and any Eligible Employee or other person whether or not in the employ of a Participating Employer, nor shall anything herein contained be deemed to give any Eligible Employee or other person whether or not in the employ of a Participating Employer any right to be retained in the employ of a Participating Employer, or to interfere with the right of a Participating Employer to discharge any Eligible Employee at any time and to treat him without any regard to the effect which such treatment might have upon him as an Eligible Employee covered by the Plan.

8.3 Funding. The Plan shall be funded by salary reduction Contributions from Participants and/or from Participating Employers. To the extent that Participant Contributions are insufficient to fund the current costs of the Plan, the Participating Employers shall contribute funds from their general assets to the extent necessary to meet current benefit payments and Plan expenses. The Evangelical Presbyterian Church may, from time to time, establish voluntary beneficiary associations or taxable trusts to prefund its contributions under the Plan.

8.4 Participant's Responsibility. Each Participant shall provide the Participating Employer by which he is employed and any third-party reviewer with such information and documentation as may be requested upon his initial eligibility and from time to time thereafter for purposes of operating and administering the Plan in accordance with its provisions. Failure to timely provide such information and documentation shall constitute sufficient basis upon which the Plan Administrator may, in its sole and absolute discretion, delay or deny participation in, or benefits under, the Plan and take, or cause to be taken, such other action as the Plan Administrator, in its sole and absolute discretion, determines necessary or appropriate for purposes of operating and administering the Plan. Each Participant shall be responsible for providing the Plan Administrator with his current address. Any notices required or permitted to be given hereunder shall be deemed given if directed to such address and mailed by regular United States mail or by electronic means authorized under applicable state or federal law. The Plan Administrator shall not have any obligation or duty to locate a Participant.

8.5 Indemnification. To the extent permitted by law, the Evangelical Presbyterian Church, the Plan Administrator and each Participating Employer shall indemnify and hold harmless each employee of the Evangelical Presbyterian Church, the Plan Administrator, a Participating Employer or an affiliate of any such entity to whom any fiduciary responsibility with respect to the Plan is allocated or delegated to, and against any and all liabilities, costs and expenses (including reasonable counsel fees) and liabilities, including any amounts paid in settlement with the Evangelical Presbyterian Church's or Plan Administrator's prior approval, incurred by any such person as a result of any act, or omission to act, in connection with the performance of his duties, responsibilities and obligations under the Plan and other applicable law, other than such liabilities, costs and expenses as may result from the gross negligence or willful misconduct of any such person. The foregoing right of indemnification shall be in addition to any other right to which any such person may be entitled as a matter of law or otherwise. The Evangelical Presbyterian Church, the Plan Administrator, a Participating Employer or an affiliate of any such entity may obtain, pay for and keep current a policy or policies of insurance, insuring any employees of the

Evangelical Presbyterian Church, the Plan Administrator, a Participating Employer or an affiliate of any such entity who have any fiduciary responsibilities with respect to the Plan from and against any and all liabilities, costs and expenses incurred by any such person as a result of any act, or omission to act, in connection with the performance of his duties, responsibilities and obligations under the Plan and other applicable law.

8.6 Missing Person. If, within two (2) years after any amount becomes payable hereunder to a Participant, the same shall not have been claimed, the amount thereof shall be forfeited and shall cease to be a liability of the Plan, provided due and proper care shall have been exercised by the Plan Administrator in attempting to make such payment.

8.7 Right of Recovery. If a Participating Employer makes any payment(s) in excess of any amount required under the Plan, the Plan Administrator shall have the right to recover the excess payment(s) from any person who received the excess payment(s). Such recovery shall be returned by the Plan Administrator to the Participating Employer which made the excess payments.

8.8 Governing Law. The Plan shall be governed by and construed in accordance with applicable Federal laws governing employee benefit plans and in accordance with the laws of the State of Michigan where such laws are not preempted by or in conflict with such federal laws.

8.9 Severability of Provisions. If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Plan shall be construed and enforced as if such provision had not been included.

8.10 Adoption of Plan. Any Eligible Employer may adopt or withdraw from this Plan. The instrument evidencing the Participating Employer's adoption of the Plan may contain such specific changes and variations in the Plan's terms and provisions applicable to the Eligible Employees of the adopting Participating Employer as may be acceptable to the Plan Administrator.

8.11 Coordination with other Benefits. If a particular expense may be reimbursed as an eligible expense under more than one Plan provision or under any other plan maintained by a Participating Employer, the benefit payable under the Plan shall be limited to the excess, if any, of (i) the amount payable under the Plan provision providing the greatest monetary benefit over (ii) the amount payable under all other Plan provisions and by all other plans maintained by a Participating Employer.

8.12 Fraudulent Claims. If any person files a fraudulent application for participation or a fraudulent claim for benefits under the Plan, the Plan Administrator, in its sole discretion, may cause such person and all members of his or her family unit to forfeit all rights to participate in the Plan.

ARTICLE IX **USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

9.1 Definitions. For purposes of this Article IX, words and phrases not otherwise defined herein which are defined in the Health Insurance Portability and Accountability Act of

1996, as amended, (“HIPAA”), and the regulations issued thereunder as set forth in 45 C.F.R. Parts 160, 162 and 164, as amended, (the “HIPAA Regulations”) shall have the meanings assigned therein when used herein. In the event of a conflict between the meaning of a word or phrase used herein with the definition given thereto in the Plan, the meaning given in this Article IX shall control.

9.2 The Use and Disclosure of Protected Health Information. This Article IX shall apply only to the following Applicable Benefits Programs under the Plan: Medical Plan, Prescription Drug Plan, Dental Plan and Vision Plan. Such Applicable Benefits Programs will use and disclose Protected Health Information without an authorization from the Individual only to the extent of and in accordance with the uses and disclosures permitted by HIPAA and the HIPAA Regulations, including the following uses and disclosures:

(a) Payment: For this purpose, Payment includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for coverage and provision of benefits under the Plan or to obtain or to provide reimbursement for the provisions of Health Care that relate to an Individual to whom Health Care is provided. These activities include, but are not limited to, the following:

(1) determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts) and adjudication or subrogation of benefit claims;

(2) risk adjusting amounts due based on enrollee health status and demographic characteristics;

(3) billing, claims management, collection activities, obtaining Payment under a contract for reinsurance (including stop-loss insurance and excess of loss coverage) and related Health Care data processing;

(4) review of Health Care services with respect to medical necessity, coverage under a Health Plan, appropriateness of care or justification of charges;

(5) utilization review activities, including precertification and preauthorization of services and concurrent and retrospective review of services; and

(6) disclosures to consumer reporting agencies of any of the following Protected Health Information relating to collection or premiums or reimbursement: name and address, date of birth, social security number, payment history, account number and name and address of Health Care Provider and/or Health Plan.

(b) Health Care Operations: For this purpose, Health Care Operations include, but are not limited to, the following activities:

(1) conducting quality assessment and improvement activities, including outcomes and evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities;

(2) conducting population-based activities relating to improving health or reducing Health Care costs, protocol development, case management and care coordination, disease management, contacting Health Care Providers and patients with information about Treatment alternatives and related functions that do not include Treatment;

(3) reviewing the competence or qualifications of Health Care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of Health Care learn under supervision to practice or improve their skills as Health Care Providers, training of non-health care professionals, accreditation, certification, licensing or credentialing activities;

(4) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits and ceding, securing or placing a contract for reinsurance of risk relating to claims for Health Care (including stop-loss insurance and excess of loss insurance) provided certain requirements are met if applicable;

(5) conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance review programs;

(6) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration and development or improvement of Payment methods or coverage policies; and

(7) business management and general administrative activities of the Plan, including, but not limited to:

(A) Management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements;

(B) customer service, including the provision of data analyses for policyholders, Plan Sponsors or other customers, provided the Protected Health Information is not disclosed to such policy holder, Plan Sponsor or customer;

(C) resolution of internal grievances;

(D) the sale, transfer, merger or consolidation of all or part of the Plan with another Plan, or an entity that following such activity will become a covered entity and due diligence related to such activity; and

(E) consistent with the applicable requirements of 45 C.F.R. § 164.514, creating de-identified health information or a limited data set and fundraising for the benefit of the Plan.

(c) Treatment: For this purpose, Treatment means the provision, coordination or management of Health Care and related services by one or more Health Care Providers, including the coordination or management of Health Care by a Health Care Provider with a third party, or consultation between Health Care Providers relating to a patient or the referral of a patient for Health Care from one Health Care Provider to another.

9.3 Disclosure to the Plan Sponsor. The Plan may disclose Protected Health Information to the Plan Sponsor or Plan Administrator as provided herein. However, the Plan may disclose Summary Health Information to the Plan Sponsor or Plan Administrator if the Plan Sponsor or Plan Administrator requests the Summary Health Information for the purpose of obtaining premium bids from health plans for providing health insurance coverage under the Plan or modifying, amending or terminating the Plan. In addition, the Plan may disclose to the Plan Sponsor information on whether an Individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

9.4 Additional Agreements of Plan Sponsor. With respect to Protected Health Information, the Plan Sponsor and Plan Administrator further agrees to:

(a) not use or further disclose the information other than as permitted or required by the Plan document or as Required By Law;

(b) ensure that any agents, including a subcontractor, to whom the Plan Sponsor or Plan Administrator provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor or Plan Administrator with respect to such information;

(c) not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor or Plan Administrator unless authorized by an Individual;

(d) report to the Plan any Protected Health Information use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;

(e) make available Protected Health Information to an Individual in accordance with HIPAA's access requirements and 45 C.F.R. § 164.524;

(f) make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with HIPAA and 45 C.F.R. § 164.526;

(g) make available the information required to provide an accounting of disclosures in accordance with HIPAA and 45 C.F.R. § 164.528;

(h) make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Secretary of the Department of Health and Human Services for the purposes of determining the Plan's compliance with HIPAA;

(i) if feasible, return or destroy all Protected Health Information received from the Plan that the Plan Sponsor or Plan Administrator still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction not feasible;

(j) ensure that adequate separation between the Plan and Plan Sponsor and Plan Administrator (as described in Section 9.5 below) is established and is supported by reasonable and appropriate security measures;

(k) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Plan (except with respect to enrollment and disenrollment information and Summary Health Information and Protected Health Information disclosed pursuant to an authorization under 45 C.F.R. § 164.508) and ensure that any agents (including subcontractors) to whom it provides such Electronic Protected Health Information agree to implement reasonable and appropriate security measures to protect such information; and

(l) Report to the Plan any Security Incident of which it becomes aware.

9.5 Adequate Separation between the Plan and the Plan Sponsor and Plan Administrator. In accordance with HIPAA and the HIPAA Regulations, only the following employees or classes of employees or other persons may be given access to Protected Health Information:

- (a) Human Resources Personnel
- (b) Accounting Personnel
- (c) Information Technology Staff
- (d) EPC BRI Board of Directors
- (e) EPC BRI Executive Director

(f) EPC BRI Benefits Administrator

The persons identified in this Section 9.5 may only have access to Protected Health Information for Plan administration functions that the Plan Sponsor or Plan Administrator performs for the Plan. If the persons identified in this Section 9.5 do not comply with the restrictions set forth in this Plan document and otherwise under HIPAA and the HIPAA Regulations, the Plan Sponsor or Plan Administrator shall respond to such noncompliance in accordance with the requirements of applicable law and the Plan Sponsor's policies, including as appropriate, the imposition of disciplinary sanctions.

9.6 Consistency with HIPAA and HIPAA Regulations. In the event any amendment of HIPAA or the HIPAA Regulations is adopted which renders any provision of this Article IX inconsistent therewith, this Article IX shall be deemed amended to be consistent therewith.

9.7 Other Uses and Disclosures of Health Information. In addition to the above uses and disclosures, the Plan Sponsor or Plan Administrator may use and disclose Protected Health Information to the fullest extent permitted under HIPAA or the HIPAA Regulations.

IN WITNESS WHEREOF, the Evangelical Presbyterian Church has caused the amended and restated Plan to be executed this 3rd day of July, 2019, to be effective as of January 1, 2019.

EVANGELICAL PRESBYTERIAN CHURCH

By:  _____
Title: Stated Clerk

**EVANGELICAL PRESBYTERIAN CHURCH
BENEFITS PLAN**

APPENDIX A

Applicable Benefits Program

Medical Plan

The Medical plan document, made available on the EPC BRI Website, www.epc.org/benefits, is the self-insured medical benefits program provided by the Evangelical Presbyterian Church and administered under contract through Highmark Blue Cross Blue Shield.

**EVANGELICAL PRESBYTERIAN CHURCH
BENEFITS PLAN**

APPENDIX B

Applicable Benefits Program

Prescription Drug Plan

The Prescription Drug plan document, made available on the EPC BRI Website, www.epc.org/benefits, is the self-insured prescription drug benefits program provided by the Evangelical Presbyterian Church and administered under contract through Express Scripts, Inc.

**EVANGELICAL PRESBYTERIAN CHURCH
BENEFITS PLAN**

APPENDIX C

Applicable Benefits Program

Dental Plan

As made available on the EPC BRI website, www.epc.org/benefits, the dental certificate is the fully insured dental benefit program provided by Principal to the Evangelical Presbyterian Church under group insurance policy number 1068981.

**EVANGELICAL PRESBYTERIAN CHURCH
BENEFITS PLAN**

APPENDIX D

Applicable Benefits Program

Vision Plan

As made available on the EPC BRI website, www.epc.org/benefits, the Vision certificate is the fully insured vision benefit program provided by EyeMed to the Evangelical Presbyterian Church under group insurance policy number VC-19.

**EVANGELICAL PRESBYTERIAN CHURCH
BENEFITS PLAN**

APPENDIX E

Applicable Benefits Program

Life Insurance/Accidental Death & Dismemberment /Long-term Disability Plan

As made available on the EPC BRI website, www.epc.org/benefits, the life insurance and long-term disability insurance Certificate is for benefits underwritten by Hartford Accident and Life Insurance Company to the Evangelical Presbyterian Church under group insurance policy number GL 874832.